

# The Skiles Company

Independent Advisory Services

Larry J. Skiles

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## LETTER OF AGREEMENT

August 11, 2015 (Date)

Honorable Judge and Commissioners  
Tom Green County  
122 W. Beauregard  
San Angelo, Texas 76903

Honorable Judge and Members of the Court:

We understand that you will have under consideration from time to time certain matters relating to the borrowing of funds, which may include the authorization and issuance of obligations evidencing indebtedness or other forms of debt, and that in connection with such transactions, you agree to retain us to perform certain professional services in accordance with the terms of this agreement. Our responsibilities under this agreement shall apply to all obligations which may be authorized, issued, or otherwise incurred during the term of this agreement, if the City requests our services. The County is under no obligation to utilize our services for any such transaction; however, the County hereby agrees that if such services are required, we will be retained.

In your service, we will perform the following duties:

1. We will conduct a review of your financial resources to determine the extent of your borrowing capacity. Such review will include an analysis of your existing debt and current or projected sources of revenue which may be pledged to payment of debt. We will also review and assess financial implications relating to your assessed valuation, taxing power and other potential revenue streams, and future financing needs.
2. Using the information and estimates developed from the activities shown above, we will provide recommendations for a plan of financing for the issuance of obligations or other forms of debt, whether prepared by me or by others whose recommendations the County has sought, which may include the date of issue, interest payment dates, a schedule of maturities, early redemption options, and other matters which we consider appropriate.
3. We will serve as your liaison with your bond counsel and any other professionals retained by you in the preparation of legal proceedings relating to the issuance of any obligations or other forms of debt. It is understood that you will separately retain and pay the fees of qualified bond counsel and other professionals retained by the County.
4. We will coordinate with, or assist in coordinating with, entities or agencies selected to serve as underwriters for your obligations to assure that all documents, proceedings, and debt service requirements relating to the issue are properly prepared and accurate.

5. Upon your request, we will meet with you or represent you at any meetings, workshops, or discussions relating to the issuance of obligations or other forms of debt, and provide you with analyses or recommendations relevant to matters under consideration.

6. If it is necessary to hold an election to authorize the issuance of securities or other debt instruments, we will, in cooperation with your bond counsel and other advisors, if any, assist in coordinating the assembly and transmittal to the bond attorneys of such data as may be required for the preparation of the necessary petitions, orders, resolutions, notices, and certificates in connection with the election.

7. Upon final design of a plan of financing, we will coordinate with your attorneys, underwriters, and other advisors, if any, to assure the timely closing of transactions and delivery of funds.

In consideration for the services enumerated above, you agree that we will receive a fee as computed from the attached fee schedule, and reimbursement of ordinary expenses incurred in the course of completing the financing. Such fee will be due and payable at the time of delivery of the obligations to the purchaser or the closing and funding of loans or similar transactions. This fee is compensation for professional services only, and all other costs of borrowing remain the responsibility of the issuer.

If no successful financing is completed, no fee will be due us.

This agreement shall remain in effect for sixty (60) months from its date; however, either party may terminate this agreement by providing the other party sixty (60) days' written notice. Your acceptance will be indicated by the signatures of your County Judge and County Clerk in the spaces below.

Respectfully submitted,

Larry J. Skiles  
Independent Advisor

ACCEPTED THIS THE 11 DAY OF August, 2015

  
\_\_\_\_\_  
Judge, Tom Green County, Texas

ATTEST:

  
\_\_\_\_\_  
County Clerk



## FEE SCHEDULE

In consideration for the services performed by The Skiles Company, the issuer agrees that our fee for each issue of obligations will be as follows:

Base Fee, Any Covered Transaction:				\$ 3,750
Plus				
\$12.50 per \$1,000 up to	\$ 250,000	or	\$ 6,875 for	\$ 250,000 Principal
Plus				
\$11.50 per \$1,000 up to	\$ 250,000	or	\$ 9,750 for	\$ 500,000 Principal
Plus				
\$ 7.00 per \$1,000 up to	\$ 500,000	or	\$13,250 for	\$ 1,000,000 Principal
Plus				
\$ 4.75 per \$1,000 up to	\$ 1,500,000	or	\$20,375 for	\$ 2,500,000 Principal
Plus				
\$ 2.75 per \$1,000 up to	\$ 2,500,000	or	\$27,250 for	\$ 5,000,000 Principal
Plus				
\$ 1.50 per \$1,000 up to	\$ 5,000,000	or	\$34,750 for	\$10,000,000 Principal
Plus				
\$ 1.00 per \$1,000 over	\$10,000,000			

Fees for revenue bonds or other types of debt instruments issued to state or federal agencies shall be as computed from the above schedule, plus 25% (\$125% of the scheduled amount). For any issue of debt instruments involving escrow agreements, it is understood and agreed that our fee will be the fee schedule set out above plus 10% (110% of the scheduled amount).

The Skiles Company will bill the Issuer at closing for each issue of obligations a net amount, which will include a fee calculated on the above schedule, as well as costs and expenses, where applicable, incurred on behalf of the Issuer.