



FINANCIAL ADVISORY CONTRACT

The Honorable President and Members of the Board of Trustees
College Station ISD
1812 Welsh
College Station, Texas 77840

Ladies and Gentlemen,

1. We understand that the District, from time to time, will consider the issuance of debt obligations and that in connection with the authorization, issuance, sale and delivery of such obligations you desire us to perform professional services in the capacity of Financial Advisor for your District.
2. By this proposal, we offer our professional services and our facilities as Financial Advisors and agree to perform the following duties normally performed by such advisors, and to perform such other duties as, in our judgment, may be necessary or advisable:
 - a. We will make a study of the debt structure of your District, the trend of the assessed valuation, its taxing power and the present and estimated future taxing power and the present and estimated future taxing requirements. If the revenues of a system or facility are to be pledged to repayment of the securities in question, the study will take into account any outstanding obligations which are payable from the net revenues thereof, additional net revenues to arise from any proposed rate increase and the additional net revenues as projected by your consulting engineers as a result of the improvements to be financed by these securities in question; and on the basis of such study, to devise and recommend for your approval, a plan of financing to cover the proposed bonds. Such plan shall include a maturity schedule and other terms and conditions, such as options of prior payment and the like, as will, in our opinion, result in the issuance of bonds under terms and conditions most advantageous to your District, consistent with a minimum effective interest rate.
 - b. We will assist you in obtaining competitive bids for services rendered from such other parties associated with the issuance, sale and delivery of the bonds.
 - c. We understand that you will retain a firm of recognized municipal bond attorneys who will prepare the proceedings and advise the steps necessary to be taken in the bond election, if required, the legal issuance of the bonds, the final delivery of the bonds and who will issue an opinion approving the legality of the bonds, the fee of said firm to be paid by the District. We will maintain liaison with this firm of bond attorneys and shall assist in all the financial advisory aspects involved in the preparation of appropriate legal proceedings and documents.
 - d. If a bond election is required, we will assemble and transmit to the bond attorneys such data as may be required in the preparation of the necessary petitions, orders, resolutions, notices and certificates; and will assist your governing body in the expeditious handling thereof. We will arrange for the delivery to such official as you may designate such sets of election supplies, including ballots as are required for each polling place. The cost of such supplies is to be paid by the District.

- e. We agree to assist in the preparation of an Official Statement or Prospectus containing official data and other information of the nature and to the extent ordinarily required in bidding on bonds of this type, and to make the information available to prospective bidders via electronic posting on the necessary websites. The District will pay the cost of any printing of the Preliminary Official Statement and the Final Official Statement.
 - f. We will advise you of current market conditions, forthcoming bond issues and other general information and economic data which might normally be expected to influence interest rates or bidding conditions, so that the date for the sale of any bonds in the open market can be set at a time which, in our opinion, will be favorable.
 - g. We agree to conduct and handle the sale and delivery of the bonds.
 - h. We will arrange for the printing of the bonds with the cost to be paid by the District.
3. We will consult with you on the matter of bond ratings for the proposed issue and, when so instructed, will direct the preparation of such information, as, in our opinion, is required for submission to the bond rating agencies. In case it is considered advisable for a personal presentation of information to the bond rating agencies, we will be available to accompany those representing the District to New York for such presentation. All costs of such presentation, including any fees or charges of the rating agencies and the cost of travel by our representative, shall be at your expense.
 4. If appropriate, we will direct the preparation of such information as, in our opinion, is required for submission to the municipal bond insurance companies for consideration to qualify the proposed issue for municipal bond insurance. The cost of such insurance will be paid by the successful purchaser of the proposed issue.
 5. We agree to direct and coordinate the entire program of financing herein contemplated. It is specifically understood and agreed, however, that this obligation on our part shall not cover payment of (a) any local election expenses; (b) the printing and distribution of the notice of sale and disclosure documents and the printing of the Obligations; (c) the fees of the bond attorneys, the Attorney General, and the Comptroller of Public Account; (d) publication of notice in the Texas Bond Reporter and/or local newspaper; (e) fees of the rating agencies; (f) travel and communications in connection with obtaining a rating on the Obligations, attending the closing of any issue of Obligations or any other costs related to the issuance of the Obligations; (g) the registration of the Obligations; or (h) litigation, (if any) in connection with the issuance of the Obligations.
 6. 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 (otherwise referred to as refundings) does not constitute the rendering of financial advisory services and is not subject to the terms of this Contract.
 7. As consideration for the services rendered by us, it is understood and agreed that the District is to pay and we are to accept, a cash fee for such professional services in accordance with the fee schedule attached hereto. Additionally, it is understood and agreed that the District is to reimburse us for the expenses incurred related to our professional services. Such fees shall become due and payable simultaneously with delivery of the funds associated with an issuance of obligations and/or receipt of grant funds. Other professional services can be requested by the District on a special project basis that are beyond the general proposed scope of services and can be negotiated on a case-by-case basis via memorandum, otherwise there will be no fees charged.

8. In the event a bond election is necessary and should fail, then the fee due us shall be nothing.
9. This agreement shall be for a term of sixty (60) months from date of your acceptance hereof. Unless the District shall notify the Frost Bank Capital Markets Division 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 fifth 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 periods. **However, this contract may be terminated by either party upon thirty (30) days written notice to the other.**
10. This agreement is submitted in triplicate, and when accepted by you, it will constitute the entire agreement between the District and the undersigned for the purposes and considerations herein specified. Your acceptance will be indicated by the signature of the President, attested by the Board Secretary on all copies, and returning two executed copies to us.
11. If appropriate, we will assist with the annual filing of all documents related to the Securities and Exchange Commission Rule 15c2-12 (Continuing Disclosure). It is understood that any fees due us for our work in this capacity will be determined on a case-by-case basis.

Respectfully submitted,

By: _____
Victor Quiroga, Jr.
Senior Vice President

ACCEPTANCE

ACCEPTED pursuant to resolution adopted by the President and Members of the Board of Trustees College Station Independent School District, College Station, Texas on this the _____ day of February, 2015.

President
Board of Trustees

ATTEST:

Secretary
Board of Trustees