McLiney And Company
a division of SAMCO Capital

MUNICIPAL ADVISORY AGREEMENT

President and Board of Directors
Boone County Regional Sewer District
1314 North 7th Street
Columbia, Missouri 65201

Dear President and Board of Directors:

1. McLiney And Company, a division of SAMCO Capital Markets Inc., understands that your District, from time to time, will consider the issuance of debt or lease obligations and that in connection with the authorization, issuance, sale and delivery of such obligations you desire the McLiney And Company Municipal Advisory Team to perform professional services in the capacity of Municipal Advisors for your District.

2. We agree to provide all services related to the development and implementation of a debt and/or lease 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 (if any), consultation regarding bond elections, consultation regarding bond ratings, consultation regarding the available types of financings, etc. The services also will include communicating and coordinating with other professionals involved in bond transactions and related services (e.g. bond counsel, rating agent, credit enhancement providers, verification agent, arbitrage rebate provider, etc.). The advice and assistance include serving as a fiduciary to the Issuer and representing the Issuer's interest in the sale and distribution of any debt or lease obligations.

3. 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 any expenses associated with the issuance of the obligations or the expenses of any litigation, if such would occur.

4. As consideration for the services rendered by us and as reimbursement for the expenses which we are to incur, it is understood and agreed that the District is to pay a cash fee for such professional services in accordance with the fee schedule set forth on the following page. Such fee shall become due and payable simultaneously with the delivery of the bonds to the purchaser. It is understood that a miscellaneous expense will be added to the fee to cover reimbursables. This amount shall be capped at $3,000.

FEE SCHEDULE

The following schedule is an estimate of fees due for Municipal Advisory work. The actual fee will be more or less based upon work performed.

Base Fee – Any issue				$5,000			
Plus $12.50	per $1,000 next	$500,000	or	$11,250	for	$500,000	Bonds
Plus $8.00	per $1,000 next	$500,000	or	$15,250	for	$1,000,000	Bonds
Plus $5.50	per $1,000 next	$1,500,000	or	$23,500	for	$2,500,000	Bonds
Plus $3.50	per $1,000 next	$2,500,000	or	$32,250	for	$5,000,000	Bonds
Plus $2.00	per $1,000 next	$5,000,000	or	$42,250	for	$10,000,000	Bonds
Plus $1.50	per $1,000 next	$10,000,000					

Fees for Refunding Bonds, Revenue Bonds, Lease Purchases, Certificates of Participation or Bonds issued to State or Federal Agencies shall be computed from the above schedule, plus 25%. For any issue of Refunding Bonds and/or other Debt Instruments *involving Escrow Agreements*, it is understood and agreed that our fee will be the fee schedule set out above plus 10%.

McLiney And 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 for the Bond Attorneys, preparation, printing and distribution of the Notice of Sale, Official Statement, Uniform Bid Form or Private Placement Memorandum, independent consultants, information meetings, if any, presentations to rating agencies and rating fees, if any, printing of Obligations, and all appropriate costs and expenses associated with the closing and delivery of the Obligations.

DRAFT

5. If appropriate, we will assist with the annual filing of all documents related to the Securities Exchange Commission Rule 15c2-12 (Continuing Disclosure). It is understood that we are not your agent for Continuing Disclosure because McLiney And Company cannot be assured of being informed on a timely manner of all material events that require filing during the year. It is further understood that any fees due us for our work in this capacity will be determined on a case-by-case basis.

6. 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,

_____

G. Joseph McLiney
Senior Managing Director

ACCEPTANCE

ACCEPTED and adopted by the Board on this the _____ day of _____, 2021

_____ _____

Authorized Witness

DRAFT