



April 27, 2012

Parker Jordan Metropolitan District
c/o Bob Blodgett
CliftonLarsonAllen LLC
8390 E. Crescent Parkway, Suite 600
Greenwood Village, CO 80111-2811

RE: Letter Agreement for Investment Banking Services for Parker Jordan Metropolitan District

Dear Mr. Blodgett,

This letter agreement confirms the terms and conditions upon which D.A. Davidson & Co. Fixed Income Capital Markets (“Davidson”), its successors or assigns will provide investment banking services to Parker Jordan Metropolitan District (the “Client”).

The investment banking services rendered by Davidson under this agreement may include:

- Analysis of the project’s credit quality
- Analysis of the capital markets, including interest rates and terms available in the market
- Evaluating potential strategies to achieve the Client’s goals
- Working with the Client’s consultants and attorneys to determine the feasibility of various borrowing options
- Advising the Client on the structure and terms of a bond issue or a loan
- Coordinating with the Client’s attorneys and consultants, the dissemination of financial data
- Negotiating the structure and terms of the bonds/loan with the purchaser on behalf of the Client
- Underwriting or privately placing bonds on behalf of the Client or assisting the Client in obtaining a direct, tax exempt loan
- Under the direction and legal advice of nationally recognized bond counsel, assist and supervise the steps necessary to be taken to close the transaction

By signing this letter agreement, the Client acknowledges and agrees that: (i) the transaction contemplated by this Agreement will be an arm’s length, commercial transaction between the Client and the purchaser, in which Davidson may be acting as an agent or as an underwriter, but not as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) Davidson has not assumed any fiduciary responsibility to the Client with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (iii) the only obligations Davidson will have to the Client with respect to the transaction contemplated hereby are expressly set forth in this letter agreement; and (iv) the Issuer has consulted and will continue to consult with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it deems appropriate. The

representative of the Client signing this letter agreement has been duly authorized to execute this letter agreement and to act hereunder.

This letter agreement shall remain in full force and effect until such time as the Client notifies Davidson in writing of its intent to terminate this letter agreement, provided that no such action or notice shall be effective until after December 31, ~~2013~~. Davidson may resign and terminate this letter agreement by providing written notification with no less than 30 days prior notice to the Client.

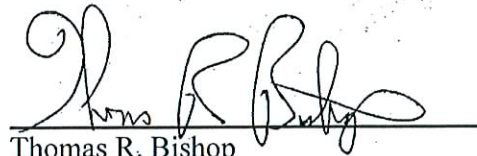
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At such time as arrangements for the sale of bonds or other borrowing have been completed, Davidson shall be paid .5% for any bonds underwritten or placed or any loan obtained on behalf of the Client. This letter agreement is not an offer to purchase bonds.

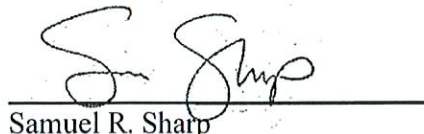
Please indicate by your signature below your desire to engage D.A. Davidson & Co. Fixed Income Capital Markets to provide investment banking services on these terms.

Respectfully submitted,

D.A. Davidson & Co. Fixed Income Capital Markets



Thomas R. Bishop
Senior Vice President



Samuel R. Sharp
Managing Director

ACCEPTED this 15th day of May 2012.



Norman Hedder
Authorized Officer
Parker Jordan Metropolitan District