MUNICIPAL ADVISORY AGREEMENT

THIS FINANCIAL ADVISORY AGREEMENT ("Agreement") is made and entered into by and between LOMOND HEIGHTS PUBLIC INFRASTRUCTURE DISTRICT, an UTAH body politic ("Client") and FIRST SECURITY MUNICIPAL ADVISORS, INC. an Arkansas corporation - doing business as CREWS MUNICIPAL ADVISORS, ("MA") for a three (3) year term, beginning at the execution of this contract ("Effective Date") and ending on that date thirty-six (36) months thereafter (the "Term").

WHEREAS, the Client requires the services of a financial services firm to advise it with respect to financial matters of the Client, and desires to obtain financial advisory services as herein described; and

WHEREAS, MA is willing to provide its professional services as municipal advisor in connection with all programs of financing as may be requested, considered and authorized by the Client.

NOW THEREFORE, in consideration of the mutual promises and obligations of the respective parties and intending to be legally bound, the parties agree as follows:

1. Engagement of MA. The Client hereby engages the MA to perform all municipal advisory services for the Client as described in this Agreement on an exclusive basis for the Term of this Agreement.

2. Term and Renewal. This Agreement shall be for a term commencing on the Effective Date (as hereinafter provided) and ending on that date thirty-six (36) months thereafter (the "Term"). The Term shall be automatically extended for successive three (3) year terms unless either party gives the other party written notice of termination at least ninety (90) days prior to the end of the Term then ending.

3. Scope of Advisory Services Provided. During the Term and upon Client's request, the MA will provide any of the following advisory services as outlined in Exhibit A and Exhibit B.

4. Compensation for Other Municipal Advisory Services. The MA's fees for providing services are outlined in Exhibit A and Exhibit B.

5. Agreement to Provide Accurate Information. the Client agrees to provide MA with timely, accurate, complete and material information and reasonable access to relevant documents, other information and personnel as shall be necessary in furtherance of the services provided by MA as set forth herein and in the attached exhibits.

6. Certain Disclosures Regarding Conflicts of Interest and Other Matters. MA has made certain disclosures to the Client which are attached hereto and incorporated herein as Exhibit C. the Client acknowledges that it has received those disclosures set forth in Exhibit C, that it has

been given the opportunity to discuss such disclosures with MA, that it hereby waives any such conflicts set forth in Exhibit C, and hereby authorizes MA to provide services pursuant to this Agreement.

7. Professional Services of Third Parties. Client authorizes MA to retain, at MA's discretion, the professional services of any third party as MA may deem necessary in furtherance of the performance of services pursuant to this Agreement, subject to relevant conflict of interest disclosures. The MA agrees that any third parties retained by MA will be compensated by MA, and that Client will not incur any liability for payment of these professional services unless approved prior to engagement.

8. Required Disclosures. MA is required to provide the Client with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in this Agreement.

9. Miscellaneous Provisions. This Agreement has been executed in and shall be construed under the laws of the state of Utah and shall be binding upon the parties and their respective successors and assigns. This Agreement is the entire agreement of the parties and may be modified only by a writing executed by both parties. If any provision of this Agreement is declared by a court of competent jurisdiction to be unenforceable, such determination shall not affect the remaining provisions which shall remain in full force and effect. The parties agree to be bound by their respective facsimile signatures on this Agreement. All notices required or permitted by this Agreement shall be given to the respective parties at the addresses set forth on the signature page of this Agreement. The Scope of General or Other Municipal Advisory Services provided may be changed only by written amendment or supplement to this Agreement. The parties agree to amend or supplement this Agreement promptly to reflect any material changes or additions to this Agreement.

In WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

DATED this ______ day of ________________, 202__ (the "Effective Date").

LOMOND HEIGHTS PUBLIC INFRASTRUCTURE DISTRICT

By: ______________________________

Title: ______________________________

Signers acknowledge, by their signatures above, that they have the authority to execute this Agreement and that the execution and delivery of this Agreement is duly authorized by the parties.

CREWS MUNICIPAL ADVISORS
a division of First Security Municipal Advisors, Inc.

By:

Title: Managing Director

Address: 222 S. Main Street, 5th Floor
Salt Lake City, Utah 84101

Email: mkeller@crewsfs.com

Signers acknowledge, by their signatures above, that they have the authority to execute this Agreement and that the execution and delivery of this Agreement is duly authorized by the parties.

EXHIBIT A

Debt Issuance Municipal Advisory Services

Upon Client's written request, MA will perform the following Debt Issuance Municipal advisory Services:

1. Advise Client regarding the structure and suitability of the financing options available, and present materials and information regarding each financing option to Client;
2. Attend zoom meetings as requested by the Client to discuss bond timing and other issues related to the sale and closing of the bonds;
3. Draft a pricing verification report that indicates price, structure, and bond features are fair and reasonable based on current market conditions;
4. Present to the Board a final recap of the completed transaction and prepare a closing memo containing that information for the Client's records.

Fee Schedule for Debt Issuance Municipal Advisory Services

Fixed amount of $15,000 per bond issuance.

Services such as travel, printing, conference calls etc. can be expensed back to the Client as part of MA fees. The reimbursement amount will not exceed $1,000 per bond issuance or will have permission from the Client prior to exceeding this cost.

EXHIBIT B

Special Municipal Advisory Services and Fee Schedule

Upon Client's written request, MA may perform the following Special Municipal Advisory Services:

1. Advice concerning bond elections, tax impact calculation, the creation and review of voter information pamphlets, and election strategy.
2. Prepare studies regarding general plans, capital facility plans, impact fees, utility rates, tax increment studies, economic development studies, feasibility studies, and other studies approved by the Client.

Fees for Special Municipal Advisory Services

Special Municipal Advisory Service fees will be determined on a case-by-case basis and will be presented to the Client for final approval.

EXHIBIT C

Certain Disclosures

1. Conflicts of Interest. MA is required to disclose any actual or potential conflicts of interest that might impair its ability to render unbiased and competent advice to or on behalf of the Client during the term of this Agreement, as well as how MA intends to mitigate or manage each actual or potential conflict of interest it has identified after reasonable inquiry. MA will mitigate any actual or potential conflicts of interest disclosed herein by adhering to its duty of care and duty of loyalty to the Client to deal honestly and with the utmost good faith and to act in the Client's best interests without regard to the financial or other interests of the MA (Because MA has an affiliate who is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of MA is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitably built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, MA's municipal advisory supervisory structure, leveraging its long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of MA 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.

(a) Compensation for the services described in Exhibits A and B is based on the size of the issue and the payment of such fees shall be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for MA to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. MA mitigates this conflict through its adherence to its fiduciary duty to the Client as described above.

(b) The MA is an affiliate of First Security Bank, an Arkansas banking corporation. In the event that MA makes a recommendation to the Client that could influence the level of business with its affiliate, MA will consider alternatives to such recommendation, which will be disclosed to the Client_ along with the impact that the recommendation and its alternatives would have on the business activities of the Client with the affiliate. Furthermore, this potential conflict is mitigated by the fact that First Security Bank is subject to its own comprehensive regulatory regime as a banking corporation under the applicable federal banking laws under which it operates.

(c) MA 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 the Client. For example, MA serves as municipal advisor to other issuers and, in such cases, owes a regulatory duty to such other issuers just as it does to the Issuer under this Agreement. These other issuers 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 issuers, MA could potentially face a conflict of interest arising from these competing issuer interests.

(d) MA has a related affiliate (Crews and Associates, Inc.) who is a Bond Broker Dealer and Public Finance underwriter. MA will not recommend the related affiliate to be underwriter for its municipal advisory clients.

2. Professional Liability Insurance. The MA does maintain Professional Liability insurance coverage for errors and omissions through Markel American Insurance Company.

3. Qualifications of MA. MA represents and warrants to Issuer that MA and all of its employees and agents have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law or regulation to perform the services set forth herein. MA represents and warrants that it is a "Municipal Advisor" registered with the United States Securities and Exchange Commission and complies with all of the rules of the Municipal Securities Rulemaking Board pertaining to Municipal Advisors, and that it possesses the degree of knowledge and expertise needed to provide the municipal entity with informed advice.

4. Event Disclosure. The United States Securities and Exchange Commission ("SEC") Form MA and Form MA-I require MA to provide information about criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. There are no legal or disciplinary events that are material to the Client's evaluation of MA or the integrity of MA's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-1 filed with the SEC. MA's most recent form MA and Form MA-I are available online and may be accessed at http://www.sec.gov/edgar/searchedgar/companysearch.html. MA's filings are under First Security Municipal Advisors, Inc., or to use the "Fast Search by Company CIK," enter "0002041221" where indicated. 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 individual MA's on Form BD or Form U4. Information provided by individual MA's on Form BD or Form U4 is publicly accessible through reports generated by Broker Check at http://brokercheck.finra.org.

5. Investor and Municipal Advisory Client Education and Protection. FIRST SECURITY MUNICIPAL ADVISORS, INC. doing business as *CREWS MUNICIPAL ADVISORS* is a municipal advisor registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). The website address for the MSRB is www.msrb.org. The MSRB posts and makes available to you an investor brochure on the website of the MSRB that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.