

**FIRST AMENDMENT TO  
FINANCIAL ADVISORY AGREEMENT**

**WITNESSETH:**

**WHEREAS**, the City of Mansfield (the "City"), and Hilltop Securities Inc., formerly known as First Southwest Company ("HilltopSecurities"), previously entered into a certain Financial Advisory Agreement, effective as of April 8, 1985 (the "Agreement"); and

**WHEREAS**, the City and HilltopSecurities desire to amend the Agreement to include Development Services and Development Debt Instruments to the scope of services to be provided by HilltopSecurities, as well as the corresponding fees for such services.

**NOW THEREFORE**, the City and HilltopSecurities, in consideration of the mutual covenants and agreements contained in the Agreement and those set forth herein, do hereby agree to amend the Agreement as follows:

**AMENDMENTS  
SECTION 3**

Section 3 of the Agreement shall be amended to include the following as subsection o.:

"We will provide PID consulting services to include Development Services and Development Debt Instruments. Upon request, HilltopSecurities will assist the City in structuring and securing for any development of real property within the City of Mansfield (the "Development") one or more economic incentive program(s) as described in a development agreement for the Development ("Development Agreement") entered into between the City and a property owner, developer, and/or development district (a "Program"). The fees and expenses in connection with Development Services and Development Instruments shall be as set forth in Appendix A to the Agreement"

**APPENDIX A**

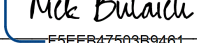
Appendix A, attached hereto as Exhibit 1, is hereby added to the Agreement.

**MODIFICATIONS**

The Agreement, except as amended by this First Amendment to Financial Advisory Agreement, ("First Amendment") remains in effect in all other respects.

**IN WITNESS WHEREOF**, the parties have made and executed this First Amendment in multiple copies, each of which shall be an original, effective as of \_\_\_\_\_.

**HILLTOP SECURITIES INC.**

By:   
Nick Bulaich  
Managing Director

**CITY OF MANSFIELD, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT 1  
APPENDIX A**

**Development Services and Development Debt Instruments.** Recognizing the expertise that HilltopSecurities possesses with municipalities in Texas regarding economic incentive programs, the fee for assisting the City with reviewing, analyzing and structuring land developments and land development agreements shall be:

- (i) a nonrefundable upfront cash payment of \$25,000, may be required, payable prior to commencement of the work outlined in the Scope of Services and credited against other fees due to HilltopSecurities; and
- (ii) a fee of 2.0% of the par of any bonds or debt issued by the City or by an entity under the City's control for the benefit of the development (this Development related financial advisory fee will apply to any General Obligation Bonds, Certificates of Obligation, Tax Notes, Waterworks and Sewer System Revenue Bonds, or Special Revenue Bonds that are issued, including any refunding bonds, as long as such Debt Instruments are related to and an integral part of a Program as defined above; provided, however, this fee will not apply to any New Issuances of Municipal Securities for which HilltopSecurities receives fees as described in Section 4 of this Agreement). Fees charged in (i) above, if any, will be netted against fees due in this Section 3(ii).

It is expected that the City will be reimbursed for the above-referenced fees by the developer as an expense of negotiating the economic incentive agreement(s).

HilltopSecurities shall be entitled to reimbursement for reasonable expenses in connection with providing the above-referenced Development consulting services to the City. Expenses shall be reimbursed within thirty (30) days after receipt of a detailed invoice therefor submitted by HilltopSecurities. Expenses related to Development Services are not contingent upon a Program being agreed to or a transaction being completed.