

AGREEMENT

This Agreement made and entered into this ____ day of May, 2011, by and between Harrison County, Mississippi and Mesirow Financial, Inc.

WITNESSETH

WHEREAS, Harrison County desires to obtain valuation services in connection with certain of its outstanding interest rate swap agreements as of September 30, 2009. Such interest rate swap agreements as denoted in Exhibit A.

WHEREAS, Harrison County requests said valuation services from Mesirow Financial, Inc. and such services does not preclude Mesirow Financial, Inc. from providing Harrison County municipal bond underwriting services in the future

WHEREAS, Mesirow Financial, Inc. hereby represents itself to be qualified and experienced to perform said services desired by Harrison County.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE I **SCOPE OF WORK**

Mesirow Financial, Inc. shall provide valuation services with the goal of providing Harrison County with the estimated value of the interest rate swap agreements as denoted in Exhibit A. It is understood by Mesirow Financial that Harrison County may use the valuations in connection with the preparation of its audited financials.

ARTICLE II **COMPENSATION**

Mesirow Financial, Inc. shall perform all services identified herein and Harrison County, Mississippi shall compensate Mesirow Financial, Inc. for the provision of such services as Valuation Agent to Harrison County, Mississippi in the sum of \$15,000.00. These proposed fees exclude any approved out-of-pocket expenses incurred by Mesirow Financial during the period of engagement.

ARTICLE III
TERM OF ENGAGEMENT

This Agreement terminates upon the presentation of the denoted valuations to Harrison County and the receipt of the Compensation by Mesirow Financial.

ARTICLE IV
NOTICES

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by registered or certified mail to Steve Hoopes at: Mesirow Financial, Inc., 353 N. Clark Street, Chicago, Illinois 60654, or to Harrison County, Mississippi at: _____. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time.

ARTICLE V
SOLICITATIONS

Mesirow Financial, Inc. warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee.

IN WITNESS WHEREOF, the parties hereto, acting through their officers, have affixed their signatures.

Harrison County, Mississippi

Mesirow Financial, Inc.

By: _____

By: _____

Title: _____

Title: Managing Director

Date: _____

Date: _____

Exhibit A

**Harrison County Outstanding Swap Agreements
As of September 30, 2009**

<u>Provider</u>	<u>Confirm/Reference Number</u>	<u>Confirm Date</u>
Bank of America	52024935	10/08/2008
Deutsche Bank	959568	12/08/2008
Deutsche Bank	793269	02/28/2008
Deutsche Bank	490577	02/13/2008
Deutsche Bank	490529	02/13/2008
Deutsche Bank	490534	02/13/2008
Deutsche Bank	490567	02/13/2008
Deutsche Bank	490583	02/13/2008