

INVESTMENT BANKING AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of September, 2009, by and among the City of Menasha, Calumet and Winnebago Counties, Wisconsin (the "Issuer" or the "City") and RBC Capital Markets Corporation (the "Banker" or "RBC CM"), with reference to the following facts:

RECITALS

WHEREAS, the Issuer plans to issue bonds in a single financing or in a series of financings (hereinafter "Bonds") to refinance the Issuer's outstanding debt related to the Issuer's steam utility (the "Project"); and

WHEREAS, the Issuer desires and is authorized by law to retain the services of the Banker in connection with the issuance of the Bonds; and

WHEREAS, the Banker agrees to be retained by the Issuer and to provide to the Issuer the services described herein; and

WHEREAS, the Banker agrees to act as Underwriter, subject to the conditions set forth herein,

NOW therefore, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

Section 1 Scope of Services

The Banker shall develop a financing plan with the purpose of assisting the Issuer in achieving its financial objectives. The services of the Banker shall consist of the following:

1. RBC CM, together with the City and its legal and financial consultants, will develop a plan of finance (the "Plan") that addresses the challenges to the Issuer's ability to enter into the capital market. The Plan may consist of one or more options and may be implemented over a period of time.
2. RBC CM will review (i) the outstanding debt of the City Steam Utility, the City Electric Utility and the City Water Utility (collectively, the "Combined Utilities"), (ii) the outstanding General Obligation debt of the City, (iii) loans from the State of Wisconsin, and (iv) any other City debt necessary to prepare the Plan.
3. RBC CM will review, with the cooperation of the City's financial and legal consultants, the net income available for debt service of the City's Combined Utilities. RBC CM will review, together with the City's legal consultants, the regulatory and statutory limits on the ability of the City's Combined Utilities to incur additional debt.
4. To the extent that legislation is needed to authorize certain aspects of the Plan, RBC CM will, at the direction of the City, assist the City in the preparation of enabling legislation. RBC CM will, at the direction of the City, participate in discussions with the State of Wisconsin regarding the proposed legislation.
5. RBC CM will provide to the City and its consultants financial models that may refund certain prior debt, defease all or part of certain debt obligations, and fund new money issues.
6. RBC CM will, at the direction of the City, assist in the preparation and discussion with the national rating agencies regarding the Plan.
7. RBC CM will serve as underwriter of the Bonds, which obligation is conditioned upon the execution of a mutually satisfactory bond purchase agreement and other customary documentation, and coordinate with all parties so as to consummate the sale and delivery of the Bonds in a timely manner.

The Issuer acknowledges and agrees that RBC CM is not making a commitment to extend credit, make a loan or otherwise fund the refinancings beyond the obligations contained in a mutually satisfactory bond purchase agreement. The Issuer acknowledges that advice and recommendations involve professional judgment on our part and that the results cannot be, and are not, guaranteed.

Section 2 Expenses

The Issuer, from the Bond proceeds, will pay the Banker's costs incurred in the performance of this Agreement, including costs of its legal counsel, if any, communication, preparation of the official statements, and overhead expenses.

The Issuer, from the Bond proceeds or other lawfully available funds, will pay for legal fees, including disclosure counsel; rating agency and credit enhancement fees including all related travel (if any); the cost of appraisal, fiscal consultant, statistical, computer, and graphics services (if any), cost of printing and distribution of the official statements and expense of publication, advertising, and informational meetings; and the costs of fiscal agent or bond trustee and registrar.

Section 3 Compensation

The Banker agrees to prepare and coordinate all aspects of the sale of the Bonds. The Banker's compensation will be dependent upon a number of considerations, including, but not limited to; credit quality and the resulting bond rating (if any), term of the securities being offered, and whether the bonds are sold as revenue or general obligation bonds. RBC CM shall be compensated the following amounts, calculated on a dollar per \$1,000 basis against the total of principal of bonds:

Long term non rated revenue bonds: \$15.00

Long term non-rated general obligation bonds: \$12.00

Long term investment grade rated revenue bonds: \$10.00

Long term investment grade rated general obligation bonds: \$8.00

The compensation for short term or variable rate debt is \$5.00 per \$1,000 of bonds, assuming the short term obligation is supported by credit enhancement that would result in the bonds being rated in the highest short term rating category.

RBC CM is willing to forgive some or all of the total compensation due RBC CM under this agreement; such forgiveness is subject to the City, the Steam Plant bondholders and the financial and legal participants in the Steam Plant financings reaching a broad resolution of the outstanding Steam Plant debt and the equitable contribution, if any, all parties make to the final resolution of the Steam Plant debt.

Fees and commissions are paid from the proceeds of the Bonds and are calculated as a discount on the total bond amount. All fees are contingent on a successful sale of the Bonds and are payable from the Bond proceeds.

Section 4 Term of Agreement

This Agreement is to continue until the refinancings are completed or until the Governing Board of the Issuer formally abandons the refinancings. The Issuer or the Banker may terminate this agreement by providing 30 days' prior written notice to the other party.

Section 5 Severability of Provisions

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Section 6 Governing Law

This Agreement, and the rights and obligations of the parties hereto, shall be construed, interpreted and enforced pursuant to the laws of the State of Wisconsin, and exclusive venue in any and all actions existing under this Agreement shall be laid in the action or proceeding which Issuer or Banker may be required to prosecute to enforce its respective rights within this Agreement. The unsuccessful party therein agrees to pay all costs incurred by the prevailing party therein, including reasonable interest and attorney's fees, to be fixed by court, and said costs, interest, and attorneys' fees shall be made a part of the judgment in said action. Prior to the commencement of any litigation concerning this Agreement, the Issuer and the Banker agree to first submit any disagreements to mediation. This mediation requirement is intended to reduce the costs of dispute resolution for both parties.

Section 7 Subcontractors

The Banker shall, with the prior written approval of the Issuer, use such subcontractors as are necessary in the fulfillment of this Agreement.

Section 8 Miscellaneous

Nothing contained herein shall preclude the Banker from carrying on its customary and usual business activities. The Banker specifically reserves the right, but is not obligated, to bid for and maintain secondary markets on any Issuer outstanding bonds subject to appropriate information barriers. Services provided by the Banker in connection with this Agreement shall not limit the Banker from providing services for the Issuer in conjunction with other services requested by the Issuer except as limited by rule of law or regulation.

In connection with services agreed to herein, it is understood that the Banker will render professional services as an independent contractor. Neither the Banker nor any of its agents or employees shall be deemed an employee of the Issuer for any purpose.

The Banker shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the Issuer.

This Agreement constitutes the entire agreement between the parties relating to the subject matter thereof and supersedes any prior understandings or representations. The Agreement may be amended or modified only by a writing signed by both parties. It is solely for the benefit of the Issuer and RBC CM, and no other person.

This Agreement is submitted in duplicate originals. The acceptance of this Agreement by the Issuer will occur upon the return of one original executed by an authorized Issuer representative, and the Issuer hereby represents that the signatory below is so authorized.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Respectfully submitted,

RBC CAPITAL MARKETS CORPORATION

By Stephen J. Yanisch

Name Stephen J. Yanisch

Title Managing Director

ACCEPTANCE:

CITY OF MENASHA, CALUMET AND WINNEBAGO COUNTIES, WISCONSIN

By _____

Name _____

Title _____