

DISCLOSURE COUNSEL AGREEMENT

BRYANT MILLER & OLIVE P.A., a professional association organized under the laws of the State of Florida, the address of which is One Tampa City Center, Suite 2700, Tampa, Florida 33602 (the "Firm"), agrees to serve as Disclosure Counsel to BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County").

The Firm, as Disclosure Counsel will, when requested by the County, perform the following services with respect to the issuance of bonds and matters relating thereto:

1. Prepare all disclosure documents at the request of the County, but only insofar as such documents describe the bonds and summarize the underlying documents. However, we assume no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistics, projections or data.
2. Preparation of a Preliminary Official Statement and an Official Statement.
3. Perform due diligence with regard to County financings to provide full disclosure with respect to County financings.
4. Assist the County in the compliance with federal and state securities laws.
5. Render appropriate opinions to the County pertaining to disclosure as well as a reliance letter to the County's underwriters.
6. Prepare the Continuing Disclosure Certificate in order to assist the underwriters in complying with the continuing disclosure requirements of Rule 15c2-12.
7. Review of secondary market submission.
8. Preparation of the Bond Purchase Agreement on behalf of the County, if required.

For the service described above, the County agrees that the Firm shall be compensated for Disclosure Counsel services, at the time the bonds or notes are issued, at a contingent fee to be determined based on the formula described below (such fee is completely contingent on the issuance of the bonds or notes):

<u>Amount of Issue</u>	<u>Fee</u>
Up to \$10,000,000 Flat Fee	\$16,000, plus out-of-pocket expenses
From \$10,000,000 to \$40,000,000 Fee per \$1,000 bonds issued	\$0.90 per \$1,000, plus out-of-pocket expenses (in addition to the fee described above for the first \$10,000,000 bonds issued)
Over \$40,000,000 Fee per \$1,000 bonds issued	\$0.65 per \$1,000, plus out-of-pocket expenses (in addition to the fee described above for the first \$40,000,000 bonds issued)

The Firm shall also be available to assist the County for hourly rate services unrelated to the specific issuance of a new debt or the provision of other extraordinary legal service identified and agreed by the County and the Firm; such services shall be performed at a rate of \$200 per hour, and shall be provided upon the request of the County. Invoices to the County for hourly legal services unrelated to specific issuance of a new debt shall be itemized and shall set forth the attorney's name, the subject of the charge, the time applicable to the charge and the rate per hour. Upon mutual agreement, the County and the Firm may alternatively agree to a negotiated fee structure for services unrelated to the specific issuance of a new debt.

It is understood and agreed by the parties that the County will reimburse the Firm for reasonable out-of-pocket expenses, as permitted by law, whether or not bonds or debt is ultimately issued.

This Agreement will be effective for a term of five years from its date of execution and will automatically renew for successive one-year terms after the initial five-year term, unless sooner terminated by either the County or the Firm.

The County may cancel or terminate this Agreement upon sixty days advance written notice to the Firm. In the event of cancellation, the Firm shall, unless otherwise requested by the County, immediately cease work hereunder and shall be reimbursed for eligible and documented reimbursable expenses incurred prior to the date of cancellation.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement may be amended only by a writing duly entered into by the County and the Firm.

DATED this 14th day of March, 2005.

BREVARD COUNTY, FLORIDA

(SEAL)

By: 

Chairman, Board of County Commissioners
As approved by the Board:
December 7, 2004

ATTEST:

By: 

Ex-Officio Clerk of the Board of County
Commissioners of Brevard County, Florida

Approved as to Form and
Legal Sufficiency:

By: 

County Attorney

BRYANT MILLER & OLIVE P.A.

By: 

Authorized Signatory