

**PLACEMENT AGENT AGREEMENT
MUNICIPAL ISSUERS**

January __, 2024

Adam Norris
Deputy City Manager
City of Independence
111 E. Maple Ave.
Independence, MO 64050
Via email

Re: Placement Agent Agreement
Lease Purchase Financing, Series 2024

Dear Mr. Norris:

This letter confirms the agreement (the “Agreement”) between Drexel Hamilton, LLC (“Drexel Hamilton” or “we” or “us”) and the City of Independence, Missouri (the “Issuer”, “City”, or “you”). You desire to engage Drexel Hamilton as a placement agent in connection with the placement of your Lease Purchase Agreement to be dated as of or around January 17, 2024 (the “Financing”). Pursuant to MSRB Rule 15c2-12(d), the financing will be issued in authorized denominations of \$100,000 and or integral multiples of \$5,000 in excess thereof. As currently contemplated, the Financing is expected to produce gross proceeds of approximately \$20,000,000 to fund the acquisition of, and improvements to, certain real estate within the City. As a placement agent, Drexel Hamilton will have duties, roles and responsibilities that are different from those of a municipal advisor. You are directed to consider the MSRB Rule G-17 disclosures (Attachment A) relevant to placement agent activity.

Engagement. The Issuer engages Drexel Hamilton to act as its exclusive representative to assist you on a best efforts basis in placing the Financing (the “Transaction”). You acknowledge and agree that our engagement hereunder is not an agreement by Drexel Hamilton or any of its affiliates to underwrite, place or purchase the Financing or otherwise provide any financing to you. We accept this engagement upon the terms and conditions set forth in this Agreement. Sale and delivery of the Financing by the Issuer and purchase by the purchasers will occur on the day of closing (“Closing Date”).

Fees. For our services, you agree to pay us \$5,000 payable by wire transfer of immediately available funds on the Closing Date. For avoidance of doubt, the Placement Agent Fee shall be contingent upon the closing of the Transaction.

Disclosure and Due Diligence. The Issuer, or professional service providers engaged by the Issuer, will prepare and provide to the Placement Agent the following:

- A term sheet and financial statements for the most recently ended fiscal year of the City (the “Information Package”).
- The draft resolution, ordinance, or other legal documents to be used in connection with the Transaction (together with all supplements, modifications, and additions thereto prior to the

Attachment A

Closing Date, which together with the Information Package are referred to as the “Placement Materials”).

- such documents and other information which the Purchaser or Lender or the Placement Agent reasonably deem appropriate. The Issuer will provide access to its officers, directors, employees, accountants, counsel and other representatives, and will provide each Purchaser or Lender and the Placement Agent the opportunity to ask questions and receive answers from knowledgeable individuals.

Documents to be Delivered at Closing. On the Closing Date, the Issuer will deliver or cause to be delivered to the Purchaser:

- The Opinion of Bond Counsel to the Issuer, dated the Closing Date relating to the validity of the Financing, and if the Financing is tax-exempt, the tax-exempt status of the Financing.
- Such additional legal opinions, certificates, proceedings, instruments and other documents as the Placement Agent or its counsel, if any, and Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the Issuer, and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

Regulatory Disclosures. You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. As placement agent, Drexel Hamilton may provide advice concerning the structure, timing, terms, and other similar matters concerning the Transaction. You acknowledge and agree that: (i) the primary role of Drexel Hamilton as a placement agent, is to place the Financing with purchasers in an arms-length commercial transaction and that Drexel Hamilton has financial and other interests that differ from your interests; (ii) Drexel Hamilton is not acting as a municipal advisor, financial advisor or fiduciary to you or any other person or entity and has not assumed any advisory or fiduciary responsibility to you with respect to the transaction contemplated herein and the discussions, undertakings and proceedings leading thereto (irrespective of whether Drexel Hamilton has provided other services or is currently providing other services to you on other matters); (iii) the only obligations Drexel Hamilton has to you with respect to the transaction contemplated hereby expressly are set forth in this agreement; and (iv) you have consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent deemed appropriate in connection with the transaction contemplated herein.

Termination. You or we may terminate our engagement under this agreement, with or without cause, upon ten days’ written notice to the other party provided that the provisions in the section entitled Fees and the obligations thereunder shall not be affected by such termination.

Survival of Certain Representations and Obligations. The respective agreements, covenants, representations, warranties and other statements of the Issuer and its officers set forth in or made pursuant to this Agreement shall survive delivery of and payment for the Financing and shall remain in full force and effect, regardless of any investigation, or statements as to the results thereof, made by or on behalf of the Placement Agent.

Section Headings. Section headings contained herein are for convenience of reference only and are not part of this agreement.

Amendment. This agreement may be amended only by a written instrument executed by each of the Parties. The terms of this agreement may be waived only by a written instrument executed by the party waiving compliance.

Entire Agreement. This Agreement embodies the entire agreement and understanding between you and us and supersedes all prior agreements and understandings relating to the subject matter of this Agreement.

No Assignment. This agreement has been made by the Issuer and Drexel Hamilton, and no other person shall acquire or have any right under or by virtue of this agreement.

Governing Law. This agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this agreement or the negotiation, execution or performance of this agreement, will be governed by and construed in accordance with the laws of Missouri.

Consent to Jurisdiction; Service of Process. The parties each hereby (i) submits to the jurisdiction of any state or federal court sitting in the State of Missouri for the resolution of any claim or dispute with respect to or arising out of or relating to this agreement or the relationship between the parties; (ii) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court; (iii) waives the defense of an inconvenient forum; and (iv) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party hereto irrevocably consents to service of process in the manner provided for in the section entitled Notices. Nothing in this agreement will affect the right of any party to this agreement to serve process in any other manner permitted by law.

Effectiveness. This agreement shall become effective upon its execution by duly authorized officials of all parties hereto and shall be valid and enforceable from and after the time of such execution.

Severability. In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. You and we will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions.

Counterparts; Electronic Transaction. This agreement may be executed in several counterparts (including counterparts exchanged by email in PDF format), each of which shall be an original and all of which shall constitute but one and the same instrument. The arrangement described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Notices. Any notice required or permitted to be given under this agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand, facsimile or overnight courier to the addresses set forth on the first page of this agreement with a copy sent to the General Counsel of such Party.

No Boycott of Israel. Pursuant to Section 34.600 of the Revised Statutes of Missouri, as amended (the "Act"), by entering into this agreement, Drexel Hamilton certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this agreement will not engage in, a boycott of goods or services from the State of Israel;

companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. Drexel Hamilton understands that “boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

Sincerely,

[_____]

Drexel Hamilton, LLC

Acknowledgment and Approval of Engagement

Adam Norris – Deputy City Manager
City of Independence, Missouri

Date: _____

CERTAIN DISCLOSURES

The Placement Agent hereby further provides the Issuer with certain disclosures relating to the Financing, as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012).

The Placement Agent intends to serve as a placement agent, and not as a financial advisor or municipal advisor in connection with the issuance of the Financing. As part of our services as the Placement Agent we may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Financing.

Concerning our role as the Placement Agent:

- Municipal Securities Rulemaking Board Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors;
- our primary role in this transaction is to facilitate the sale and purchase of your Financing between you and one or more investors for which we will receive compensation;
- unlike a municipal advisor, we do not have a fiduciary duty to you under the federal securities laws and are, therefore, not required by federal law to act in your best interests without regard to our own financial or other interests;
- we have a duty to use our commercially reasonable efforts to arrange the purchase of the Financing from you by investors at a fair and reasonable price, but must balance that duty with our duty to arrange the sale to investors at prices that are fair and reasonable; and
- we will review the Placement Materials for your Financing in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

Concerning our Compensation as Placement Agent:

- We will be compensated pursuant to the terms set forth in this Agreement;
- a portion of our compensation may be based in whole or in part upon the principal amount of the Financing sold in the Placement; and
- while this form of compensation is customary in the municipal securities market, it presents a conflict of interest because the Placement Agent may have an incentive to recommend to you a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.