

RAYMOND JAMES

July 1, 2026

Kim Sao
Director of Finance
City of Chino
13220 Central Avenue
Chino, CA 91710

**Re: *Placement Agreement for City of Chino Public Financing Authority
2026 Lease Revenue Bond***

Dear Kim:

Raymond James & Associates, Inc. ("Raymond James") is pleased to submit this agreement (the "Agreement") to the City of Chino ("Client") to serve as placement agent (the "Placement Agent") for the proposed placement of tax-exempt 2026 lease revenue bond (the "Bonds") in the approximate principal amount of \$2,650,000 to finance the acquisition of real estate property adjacent to the Chino City Hall (the "Financing").

1) During the term of this Agreement, in our capacity as Placement Agent, Raymond James proposes to undertake certain activities, including, as appropriate, the following:

(a) Advising Client as to the form and structure of the Bonds and prevailing interest rates and market conditions for comparable securities.

(b) Assisting in the preparation of a request for bids and summary of terms and conditions or other applicable information and offering material (the "Term Sheet"). Responsibility for the contents of such Term Sheet as it relates to Client shall be solely that of Client and any issuer of the Bonds.

(c) Managing, structuring, arranging for and participating in all discussions with nationally recognized rating agencies for obtaining ratings on the Bonds, if appropriate.

(d) Introducing Client to potential investors that may serve as the purchaser of the Bonds.

(e) Participating in meetings with transaction participants, including potential investors for the Bonds.

(f) Articulating, explaining or defending negotiating proposal or positions adopted by Client regarding the placement of the Bonds with potential investors.

2) In order that Client and the Placement Agent can best coordinate efforts to effect a financing satisfactory to Client, Client grants Raymond James sole and exclusive right and authority to perform the services described herein and agrees that it will not initiate or participate in any discussions relating to the financing with any person other than Raymond James. **As compensation for Raymond James' placement agent's services hereunder Client will pay \$25,000.** Client and Raymond James expressly agree that Raymond James' services will be fully performed and such fee will be due and payable only upon issuance of the Bonds, whether or not the issuance of the Bonds was arranged by Raymond James or such issuance occurs subsequent to the expiration of this Agreement.

3) In addition, Client agrees to pay Placement Agent's out-of-pocket expenses, which shall include, but not be limited to, travel, delivery and similar charges.

5) Client understands that the consummation of the transaction will be based upon, among other things, the truth, accuracy and completeness of the information included in the Term Sheet or otherwise provided to the Placement Agent. Client agrees that all such information will be true, correct and complete, and that it will update such information during the course of the placement, as appropriate, and that all projections provided to Placement Agent will have been prepared in good faith and based upon reasonable assumptions. Client acknowledges and agrees that Raymond James will rely upon such information and projections without independent verification.

6) Client acknowledges and agrees that this Agreement does not constitute a guarantee by Raymond James to arrange the placement of the Bonds. It is understood that Raymond James' obligations under this Agreement are to use reasonable efforts throughout the term of this Agreement to perform the services described herein. Client acknowledges and agrees that Raymond James is being retained to act solely as placement agent for the Bonds, and not as an agent, advisor or fiduciary to Client, and that this Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder or creditor of Client or any other person or entity or to provide Client or any other person with any assurances that the transaction will be consummated. Placement Agent shall act as an independent contractor under this Agreement, and not in any other capacity, including as a fiduciary. Client acknowledges and agrees that: (i) the transaction

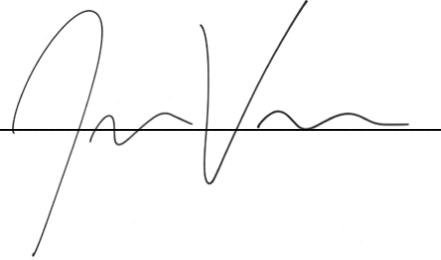
contemplated by this Agreement is an arm's length, commercial transaction between Client and the Placement Agent in which Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to Client; (ii) Placement Agent has not assumed any advisory or fiduciary responsibility to Client with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Raymond James has provided other services or is currently providing other services to Client on other matters); (iii) the only obligations Placement Agent has to Client with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) Client has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

7) Client should be aware that the Placement Agent or its affiliates may have trading and other business relationships with other participants in the proposed transaction, including with potential purchasers of the Bonds. These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which the Placement Agent may have, among other things, an economic interest. In addition, Client should be aware that the primary role of a placement agent is to arrange for the placement of securities in an arm's-length commercial transaction between the issuer and the purchaser and that the Placement Agent has financial and other interests that differ from those of the issuer. Notwithstanding the foregoing, **the Placement Agent will not receive any compensation with respect to the Bonds other than as disclosed above or otherwise disclosed to Client.** The Placement Agent is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but of which none of the Placement Agent's personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining the Placement Agent's responsibilities to Client.

9) No opinion or advice of Raymond James shall be reproduced, disseminated, quoted or referred to at any time without the prior written consent of Raymond James. Upon the completion of the financing, we will be entitled to advertise the transaction in publications and at times selected by us at our own expense.

Sincerely,

RAYMOND JAMES & ASSOCIATES, INC.

By: _____

Confirmed and Acknowledged:

City of Chino

By: _____
Kim Sao, Director of Finance

Date: _____