

RAYMOND JAMES®

December 18, 2024

Dr. John Bartelt and Ms. Valerie Valhalla
Superintendent and Director of Finance
Bloomington School District No. 13
164 Euclid Avenue
Bloomington, IL 60108

Re: Investment Activities related to the Bloomington School District No. 13 in DuPage County, Illinois

Dear Dr. Bartelt and Ms. Valhalla:

This letter (“Agreement”) outlines the related matters with respect to Raymond James & Associates Inc.’s (“RJ” or “Raymond James”) serving the Bloomington School District No. 13 in DuPage County, Illinois (the “District”) as its Investment Adviser by and through the Public Finance Investment Strategies Group (“PFISG”) pertaining solely to our provision of Investment Adviser services relating to the investment of portions of proceeds associated with the District’s anticipated General Obligation School Bonds, Series 2025 (the “Series 2025 Bonds”), particularly, the Project Fund and any other applicable Funds (together, the “Funds”) to be held by the District’s Trustee.

Prior to describing our scope of services in more detail it is important to note we intend to provide our services to the District as a registered investment adviser. Thus, we have a fiduciary duty to you as the investment strategy by account is developed and each investment is procured. To that end, Raymond James does NOT provide any of the investments but rather we procure the desired investments at the best price/highest yield. We provide our services for fully disclosed fees as described herein and under this structure of providing on-going investment advisory services it is easiest if we directly bill the District. **Execution of this letter does NOT bind or obligate the District to invest any of the Funds using Raymond James as its Investment Adviser. The District, in its sole discretion, has the ability to elect if it utilizes Raymond James and if it does then the Scope of Services and Fees described herein will apply.** The District may elect to include in the assignment any account within its control and/or accounts of its choice.

The Scope of Services under this Agreement includes the following:

Evaluation & Monitoring Phase

- Develop an investment strategy with the District for the Funds, including the following:
 - Review, discuss, and analyze the disbursement requirements and liquidity needs for the Funds;
 - Evaluate potential benefits of investing the Funds in United States Treasury, agency or other securities/instruments eligible for potential investment under the District’s Indenture or Investment Policy, as applicable (“Permitted Investments”);
 - On an on-going basis, review the investment strategy being utilized for the Funds with the District;
- Evaluate and advise the District concerning risk of securities or other Permitted Investments being considered for purchase;
- Monitor the Funds for forthcoming investment needs based upon maturing Permitted Investments and new deposits;
- Discuss market activity with the District on an on-going basis and potential impact on strategy; and
- Conduct an annual review of the District’s Investment Policy, as applicable, and discuss the findings thereof.

Procurement/Reporting Phase

- Solicit offerings from potential broker-dealers/banks for Permitted Investments which meet the cash-flow and/or investment objectives of the District;
- Provide the District with expectations in advance of the solicitations as to earnings/yield;
- Conduct the solicitation process for the Funds on an on-going as needed basis as securities mature;
- Manage the settlement process by coordination with the custodian and winning provider (s);
- Provide applicable documentation for each transaction;
- Provide customized **quarterly** reports to containing the following information:
 - Overall Portfolio Metrics
 - Portfolio Breakout by Maturity Spectrum and Yield
 - Current Asset Breakdown by Fund
 - Current Holdings by Fund
 - Historical Cost Basis of Purchased Securities
 - Cash Receipts for the Quarter by Fund, if desired
 - Total Return Calculation for the Quarter by Fund (as to be agreed upon with District, if desired)
 - Forthcoming Securities that Mature in Next Quarter
 - Tracking of Historical Money Market Earnings and Rates by Fund
 - Economic and Market Update
 - CD Tracking Matrix, as applicable
 - Investment Policy Compliance
- Potentially attend Finance Committee or other meetings on a periodic basis (In person or virtually), if requested
- *Provide estimates of the District’s arbitrage position in the context of the Series 2025 Bonds for the Fund and track monthly expenditures relative to IRS spend-down requirements
- Potentially work with the District to engage Integrity Public Finance Consulting LLC as a rebate specialist for the Series 2025 Bonds.

**Raymond James is not a rebate specialist and our analysis cannot be solely relied upon to confirm compliance with the spenddown requirements. Raymond James would recommend the hiring of a rebate specialist via separate agreement in addition to our services as laid out above.*

Fees

In consideration for RJ acting as Investment Adviser with respect to the provision of the Scope of Services identified hereunder for the Funds, the District agrees to pay Raymond James a fee based upon the assets under management as described in the table below (in basis points)

Asset Management Fee (\$'s)	Fee
Up to \$25 Million:	0.140%
\$25 -50 Million:	0.110%
\$50-75 Million:	0.080%
>\$75 Million:	0.050%

Such fees will be billed in arrears based upon the amount of assets on hand at the beginning of each quarter within a given Fiscal Year (as defined below). The District will pay those fees directly to Raymond James and such fees will not be billed to nor paid by any investment, security providers or custodian. To the extent such calculated fees result in a total fee less than \$25,000 in a single Fiscal Year, then the total amount to be billed for that Fiscal Year shall

equal \$25,000 (“Annual Fiscal Year Minimum”), exclusive of any reimbursable expenses incurred as part of providing the Scope of Services hereunder. Billing will occur quarterly in arrears on each of 4/1, 7/1, 10/1, and 1/1 (a “Fiscal Year”) using the asset value of the applicable accounts, as applicable, from the respective previous quarter ending statement of the District’s custodian for the basis of the fee calculation. As an example, and for avoidance of doubt, if the market value account balance were \$30,000,000 at the end of 12/31/24, the fee computation for the quarter ending 3/31/25 would be: $(\$25,000,000 \cdot .00140/4 = \$8,750) + (\$5,000,000 \cdot 0.00110/4 = \$1,375) = \$10,125$. For the initial Agreement fee period from the execution date through 12/31/24 and within any given Fiscal Year in the event the District elects to terminate the Agreement, the Annual Fiscal Year Minimum will be pro-rated based upon the actual number of days in the applicable period of services actually rendered.

Your payment of these fees means the yield you receive on the selected Permitted Investments is essentially lower than it would have been without the fees. After the award of any given investment, we can provide comment on the Permitted Investment and facilitate the flow of information, but we are not acting as your representative or legal advisor with regard to finalizing the details of the Permitted Investments.

Both parties acknowledge and are hereby deemed to agree that RJ is acting solely as an investment adviser with respect to the Permitted Investments. RJ has not been engaged to compare alternatives to the Permitted Investments except as described in the Scope of Services herein. RJ will be neither party to, nor liable under, any contract, agreement or understanding executed or otherwise existing to affect the Permitted Investments. We will not: (i) provide any assurances that every possible potential provider has been solicited; (ii) investigate the veracity of any certifications provided by any party; (iii) provide assurances that the bidding procedures comply with any applicable law; or (iv) be liable to any party if any investment fails to close or for default of any investment. RJ’s limited engagement terminates on the termination date of this Agreement and Investment Adviser shall have no duties or obligations thereafter.

The District acknowledges and agrees that RJ has been retained to act solely as Investment Adviser for the District with respect to the proceeds of these Funds, and not as an agent or advisor to any other person, and the District’s engagement of RJ is not intended to confer rights upon any person (including employees or creditors of the District) not a party hereto as against RJ or its affiliates, or their respective directors, officers, employees or agents, successors, or assigns. RJ shall act as an independent contractor under this Agreement, and not in any other capacity, and any duties arising out of its engagement shall be owed solely to the District. The scope of the RJ’s services is strictly limited to those outlined above and requested by the District. Raymond James does not provide accounting, tax or legal advice. **In our role as Investment Adviser, Raymond James does not have discretion relating to either price nor amount and will receive authorization from the District prior to executing any competitive hard bids or other purchase/sale of Permitted Investments.**

RJ agrees to assist the District as provided only on the basis that it is expressly understood and agreed that RJ, in its capacity as Investment Adviser, assumes no responsibility to the District or any person for the accuracy or completeness of any information contained in any Preliminary Official Statement or Official Statement issued in connection with any District financing, if applicable.

RJ or its affiliates may have business relationships with the provider or other providers of information relevant to the matter. These business and trading relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which RJ may have, among other things, an economic interest. Aside from described above, RJ will not receive compensation from any third party with respect to the purchase or sale of the Permitted Investments. RJ is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within RJ, but of which none of the individuals involved in the Permitted Investments purchase or sale actually has knowledge, will not for any purpose be taken into account in determining RJ’s responsibilities to the District.

The term of this Agreement is from the date hereof until December 31, 2026. Notwithstanding the termination date of December 31, 2026, the Agreement will automatically renew for two (2) successive one year periods beginning on January 1, 2027, unless the District elects to terminate the Agreement pursuant to the termination terms immediately below. Any adjustments or changes to the Fees and/or the Scope of Services or other terms of this Agreement may be made via addendum/amendment prior to any auto-renewal date (such of January 1, 2027 or January 1, 2028, inclusive).

Such addendum may be executed by either the District Manager or their designee. For purposes of clarity, the District has the ability to add any other Funds or accounts to this assignment and such additional Funds will be encapsulated in the total assets under management for purposes of determining fee breakpoints, and the District shall provide notice in writing and/or email at its discretion. This Agreement may be terminated beginning on January 1, 2025, with prior written notice to the other party upon at least thirty (30) days written notice, specifying in such notice the time of such termination; provided that any such termination shall not cancel or otherwise affect the obligation of the District to pay Raymond James the fees already earned and due hereunder. For purposes of determining fees under any termination, the most recent prior quarter-end valuation amounts of each applicable account would be utilized. Neither party shall incur any liability to the other arising out of the termination of this Agreement other than that of the fees as mentioned above. However, the paragraph immediately below shall survive any such termination.

This Agreement embodies all the terms, agreements, conditions and rights contemplated and negotiated by the District and RJ, and supersedes any and all discussions and understandings, written or oral, between the District and RJ regarding the subject matter hereof. Any modifications and/or amendments must be made in writing and signed by both parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to any conflicts of law provisions that apply the law of a different jurisdiction.

Please sign below to evidence your agreement as to the scope of Investment Adviser duties and proposed fee structure. Signature below acknowledges that (i) Exhibit A is part of this Agreement and (ii) the Form ADV Part IIA disclosure brochure for the Public Finance Investment Strategies Group has been received as part of this disclosure and Form ADV Part IIB disclosure brochure for David Sutton has been received as part of this disclosure and that the client has been given the opportunity to fully review these brochures. Any questions regarding the Form ADVs may be directed to RJ Fixed Income Compliance at 880 Carillon Parkway, St. Petersburg, FL 33716.

Additionally, signature below acknowledges the risks associated with the purchase of U. S. Treasury/agency securities, including the possibility of a loss of principal in the event there is a need to liquidate prior to maturity as well as that the risks of U.S. Treasury/agency securities as laid forth in Exhibit B have been reviewed and are understood. Moreover, the Hospital understands and acknowledges that subsequent to investment in a fixed rate/yield instrument based upon the activities contemplated herein variable rate alternatives available to the District could increase to a yield level which is in excess of the yield of the investment(s) procured pursuant to this scope of services.

Lastly, your signature below acknowledges that you have been made aware, at the time of this engagement, and if applicable, at the time of referral, that a portion of the fee received by PFISG may be shared with Public Finance or other internal departments within Raymond James, including, but not limited to their associated professionals.

Sincerely Yours,

The parties have agreed to be bound by the terms of this letter by their duly authorized officers on this 18th day of December, 2024.

RAYMOND JAMES & ASSOCIATES, INC.



David Sutton, Managing Director

BLOOMINGDALE SCHOOL DISTRICT NO. 13 DUPAGE COUNTY, ILLINOIS

Agreed:

Signature



EXHIBIT A
INVESTMENT ADVISER CONSULTING SERVICES
Additional Terms, Conditions and Acknowledgments

This document is to be considered to be an investment management agreement and this agreement is NOT an engagement providing advice regarding the structure, timing and terms of an issuance of municipal securities or advice regarding municipal financial products;

Investment Adviser is providing Investment Adviser services pursuant to Section 15B (e)(4) (c) of the final rules (15 U.S.C. 78o-4(e)(7)) and is deemed to be exempt and is not required to be registered as a municipal advisor under Exchange Act Section 15B.

The District (the "Client") desires to receive services through Investment Adviser's Investment Adviser Representative(s) ("IAR"). In consideration of the mutual benefits to be derived from this agreement, Investment Adviser and Client agree to the following terms and conditions.

1. Services General. Investment Adviser through its IAR shall provide Client the Services set forth in the Scope of Services as outlined on the first two pages of this letter agreement.

2. Compliance with Laws. Investment Adviser, IAR and Client shall comply with the Investment Advisers Act of 1940, as amended (the "Act"), regulations enacted thereunder, and state and federal laws, rules; regulations applicable to their respective duties and obligations under this Agreement; and those of the Municipal Securities Rulemaking Board.

3. Acknowledgement of Disclosure Brochure Delivery. If required by Rule 204-3 under the Act, Client acknowledges receipt of Investment Adviser's Form ADV Disclosure Brochure (Part 2A) and Brochure Supplement(s) (Part 2Bs). By signing this agreement, Client acknowledges receipt of Investment Adviser's Form ADV Brochure, Brochure Supplement for David Sutton and this Agreement. Such disclosure documents were provided either at the time of or prior to entering into this Agreement. Client acknowledges that Client has received, read, understood, and agreed to abide by the applicable terms set forth in this agreement, the Investment Adviser's Form ADV Brochure and the Brochure Supplement for David Sutton.

4. Confidentiality and Information sharing. All information and investment advice furnished by either party to the other, including their agents and employees, shall be treated as confidential and not disclosed to third parties except as agreed upon in writing as reasonably necessary to comply with the requirements of applicable regulations and laws.

5. Jury Trial Waiver. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise. The prevailing party in any action or legal proceeding shall be entitled to reasonable costs and attorneys' fees.

**EXHIBIT B
TREASURY/AGENCY SECURITIES INVESTMENT RISKS**

Risk/Consideration	Description	Mitigant(s)
Credit/Default Risk	<ul style="list-style-type: none"> • Issuer is downgraded • Issuer is unable to meet debt service obligations 	<ul style="list-style-type: none"> • U.S. Treasury securities are considered to have the least credit risk of any security available as the timely payment of the securities is fully backed by "full faith and credit" of the U.S. Government and its ultimate ability to print currency to fund payments • U.S. Treasury securities are rated in the highest rating category by Moody's (Aaa) and rated AA+ by both Fitch and S&P. Agency securities have an implied guaranty of the United States and carry the same rating as the United States.
Interest Rate Risk	<ul style="list-style-type: none"> • Interest rates rise and non-callable debt security prices fall • Interest rates fall and non-callable debt security prices rise 	<ul style="list-style-type: none"> • If held to maturity, U.S. Treasury/Agency securities generally offer a fixed rate of return and guaranteed principal value • Inherently, laddered portfolio is structured for the securities to be held until maturity (on/before the required project draw payment date)
Market/Reinvestment Risk	<ul style="list-style-type: none"> • Project delays lead to slower than expected expenditures and need for Fund, resulting in cash-flow from maturing securities not needed until a later date(s) • If for some reason the U.S. Treasury/Agency securities needed to be liquidated prior to maturity, you could receive less than the face value of the investment and/or less than the initial purchase price (a loss) 	<ul style="list-style-type: none"> • U.S. Treasury/Agency securities market is considered to be the most liquid security market with large volumes bought and sold by individual investors, institutions and foreign governments. High liquidity translates to ease of ability to exit but does <u>not</u> mitigate risk of loss on early liquidation • Inherently, laddered portfolio is structured for the securities to be held until maturity (on/before the required project draw payment date)
Counterparty Risk	<ul style="list-style-type: none"> • Provider is unable to deliver U.S. Treasury/Agency securities at the agreed upon price on the agreed upon date of settlement 	<ul style="list-style-type: none"> • Guaranteed Delivery is required by Provider (in most cases) • Securities settled via delivery method versus payment method
Project Liquidity	<ul style="list-style-type: none"> • Lack of available Fund due to acceleration of project draws or underestimation of costs 	<ul style="list-style-type: none"> • An agreed upon amount of the project fund draws to be invested is withheld to offer initial liquidity cushion • Often invested in money market Fund or short-term investment pools with 24-48 hour withdrawal capability