

## PRIVATE PLACEMENT AGREEMENT

This **PRIVATE PLACEMENT AGREEMENT** dated \_\_\_\_\_, 2019 (this "**Placement Agreement**"), is by and between the **CITY OF LAUREL, MISSISSIPPI** (the "**City**"), a body politic existing under the Constitution and laws of the State of Mississippi and, **DUNCAN-WILLIAMS, INC., MEMPHIS, TENNESSEE** (the "**Placement Agent**").

### WITNESSETH:

**WHEREAS**, the Mayor and Board of Aldermen, acting for and on behalf of the City, has authorized the issuance of the City's General Obligation Refunding Bonds, Series 2019, in the aggregate principal amount of \$\_\_\_\_,000 (the "**Bonds**"), pursuant to the provisions of a Bond Resolution, adopted on \_\_\_\_\_, 2019 (the "**Bond Resolution**"); and

**WHEREAS**, the proceeds of the Bonds will be used to provide funds to currently refund, defease, and acquire certain equipment described in and financed pursuant to the tax exempt Equipment Lease Purchase Agreement No. 001543-1 dated as of August 30, 2017 (the "2017 Lease") by and between the City, as lessee, and Texas Capital Bank, N.A., as lessor (the "Lessor"), as described in Schedule I hereto; and

**WHEREAS**, the Bonds are more fully described in the Bond Resolution and in Schedule II attached hereto; and

**WHEREAS**, the City has employed the Placement Agent to act as its agent in connection with the private placement of the Bonds.

**NOW, THEREFORE**, for and in consideration of the covenants herein made, and upon the terms and subject to the conditions herein set forth, the parties hereto agree as follows:

**Section 1. Definitions.** All capitalized terms used herein and not otherwise herein defined shall have the meanings ascribed to them in the Bond Resolution.

**Section 2. Appointment of Placement Agent.** Pursuant to the Bond Resolution and this Placement Agreement, the City hereby appoints the Placement Agent as exclusive placement agent with respect to the Bonds, and the Placement Agent and the Purchaser hereby accepts such appointment, with such duties as described herein and in the Bond Resolution.

**Section 3. Placement of the Bonds.** The Placement Agent hereby agrees, as the agent of the City, to place the Bonds with \_\_\_\_\_ (the "**Purchaser**") pursuant to the terms set forth in the Purchaser's Commitment to Finance, attached hereto as Schedule III. The Purchaser is to purchase the Bonds at a price as set forth in Schedule IV (the "**Purchase Price**"). It is understood that the purchase of the Bonds by the Purchaser is subject to (a) receipt by the Placement Agent of an opinion of Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**") to the effect that the Bonds constitute valid and legally binding obligations of the City payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City, as set forth in the Bond Resolution, and to the effect that

the interest on the Bonds is exempt from federal and State of Mississippi income taxes under existing laws, regulations, rulings and judicial decisions; (b) the delivery of certificates in form and tenor satisfactory to the Placement Agent and the Purchaser evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, including a statement of the City, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Bonds; and (c) satisfaction of other conditions specified in the Bond Resolution. The Purchaser shall be required to deposit the Purchase Price with the City on or before \_\_\_\_\_, 20\_\_ (the "**Closing Date**"), as set forth in Schedule IV attached hereto. Subject to the purchase of the Bonds by the Purchaser, the City will pay \$\_\_\_\_\_.00 from the proceeds of the Bonds or from other funds of the City to the Placement Agent for its Placement Agent Fee (the "**Placement Agent Fee**") on or after the Closing Date. The Bonds will be placed on the Closing Date with the Purchaser in accordance with the exemptions set forth in Rule 15c2-12 of the Securities and Exchange Commission.

**Section 4. Tax Exemption.** Bond Counsel will deliver an opinion to the effect that interest on the Bonds is excludable from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions.

**Section 5. Payment to the City.** The Placement Agent agrees that it will, on the Closing Date, cause the Purchaser to transfer to the City, the Purchase Price in immediately available funds. If the Purchaser does not transfer to the City the Purchase Price of the Bonds to be purchased by it or otherwise refuses to purchase the Bonds, the Placement Agent will use its reasonable best efforts to arrange for a substitute Purchaser for the Bonds on the terms set forth in Section 3.

**Section 6. Limitation.** Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Bonds in the event the Purchaser fails to pay the Purchase Price of the Bonds or in the event the Placement Agent is unable to arrange for the purchase of the Bonds.

**Section 7. Fees and Expenses.** The Placement Agent Fee set forth herein represents the total compensation due to the Placement Agent for its services under this Placement Agreement.

The City is responsible for all other expenses and fees due in connection with the sale, delivery and issuance of the Bonds which are to be paid from the balance of the proceeds of the Bonds not utilized for the advance refunding of the Prior Indebtedness or from other funds of the City.

**Section 8. Obligations of Placement Agent.** The City acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Bonds. It is understood that the Placement Agent's obligations under this Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The City acknowledges and agrees that the Placement Agent is being retained to act solely as placement agent for the Bonds, and not as an agent, advisor or fiduciary to the City, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder or creditor of the City or any other person or entity or to provide the City or any other person with any assurances that the transaction will be consummated.

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

**Section 9. Governing Law.** This Placement Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

**Section 10. Counterparts.** This Placement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

**Section 11. Binding Effect.** This Placement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other party.

**Section 12. Investor Letter.** The Purchaser shall execute an Investor Letter in substance and in force satisfactory to the City and the Placement Agent.

**IN WITNESS WHEREOF,** the parties hereto have caused this Placement Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

**DUNCAN-WILLIAMS, INC., as  
Placement Agent**

By:\_\_\_\_\_

Title:\_\_\_\_\_

**CITY OF LAUREL, MISSISSIPPI**

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

(SEAL)

Approved and Acknowledged:

\_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

## **SCHEDULE I**

### **REFUNDED BONDS**

**\$\_\_\_\_\_ (TAX EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT NO. 001543-1 DATED  
AS OF AUGUST 30, 2017)**

<b>Maturity Date</b>	<b>Interest Rate</b>	<b>Principal Amount</b>	<b>Redemption Date</b>	<b>Redemption Price</b>
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## **SCHEDULE II**

### **MATURITY SCHEDULE<sup>1</sup>**

<b>Maturity (_____ 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price</b>
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### **REDEMPTION PROVISIONS**

*[Optional Redemption.* The Bonds will be subject to redemption prior to their respective maturities, at the option of the City, on any date, either in whole or in part, as selected by the City among maturities, and by lot within each maturity, at the principal amount thereof, together with accrued interest to the date fixed for redemption and without premium.

*Notice.* Notice of a call for redemption, other than mandatory sinking fund redemption, shall be mailed, postage prepaid, not less than five (5) days prior to the redemption date, to all registered owners of the Bonds to be redeemed at their addresses on the registration records of the City maintained by the Paying Agent.]

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<sup>1</sup> Preliminary, subject to change.

**SCHEDULE III**  
**COMMITMENT TO FINANCE**

**SCHEDULE IV**

**PURCHASE PRICE**

Par Amount of Bonds	\$ <u>          .000.00</u>
<b>PURCHASE PRICE DUE TO CITY:</b>	\$ <u>          .000.00</u>