

**PROJECT AMENDMENT V**  
**BY AND BETWEEN**  
**CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**RAYMOND JAMES & ASSOCIATES, INC.**

WHEREAS, the City of Kingsport, Tennessee (the “Issuer”) and Raymond James & Associates, Inc. (the “Municipal Advisor”) have entered into a continuing Municipal Advisory Agreement, (the “Agreement”), dated September 17, 2019 (which is incorporated by reference herein) to provide financial advice and assistance to the Issuer on an on-going basis regarding the sale, issuance and administration of its Debt Obligations and perhaps other related projects if and when needed; and

WHEREAS, the Issuer has adopted a formal Debt Management Policy that requires all professionals involved in a debt transaction to disclose any existing Issuer and business relationships between and among the professionals participating in the transaction and in the interest of transparency, all costs associated with any Debt Obligations undertaken pursuant to the Agreement in a timely manner; and

WHEREAS, the Board of Mayor and Aldermen of the Issuer may consider authorizing the sale and issuance of its general obligation public improvement bonds for the purposes of (a) funding in part the City’s Fiscal Year 2025 – 2026 Capital Improvement Program; and (b) paying costs incident to the issuance and sale of the bonds; and

WHEREAS, consistent with the Agreement and the Issuer’s Debt Management Policy, the Issuer and the Municipal Advisor have agreed to disclose the proposed fees of the Municipal Advisor and all transaction participants for each transaction undertaken pursuant to the Agreement through an amendment and supplement with associated attachments, if any (the “Amendment”); and

WHEREAS, the Municipal Advisor agreed to provide disclosures including professional relationships among transaction participants in accordance with the Issuer’s Debt Management Policy, any additional possible conflicts of interest not previously disclosed in Exhibit A to the Agreement and an estimate of all transaction expenses and participants which are to be memorialized and presented in such Amendment; and

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained in the Agreement, it is hereby mutually understood and acknowledged by all parties that:

Section 1. Consistent with the Issuer’s formally adopted Debt Management Policy and/or in the interest of full disclosure and transparency, the foregoing disclosures supplement those included in the Agreement and are made and hereby acknowledged as fully disclosed and waived where applicable.

Section 2. Consistent with the terms of the Agreement, it is hereby acknowledged that a copy of the services, service providers and estimated costs related to the sale, issuance and delivery of the Debt Obligations contemplated by this Project Amendment V and paid from proceeds of the Debt Obligations are as follows:

<u>Service</u>	<u>Provider</u>	<u>Estimated Cost</u>
Municipal Advisor:	Raymond James & Associates, Inc.	\$67,500
Bond Counsel:	Adams and Reese LLP	55,000
Credit Rating:	Moody's Investor Service, Inc.	41,000
Registration Agent:	US Bank National Association	850
POS Posting and Distribution:	IPREO	1,500
CUSIP Numbers:	S&P CUSIP Services	<u>1,500</u>
Estimated Total:		\$167,350

Section 3. Underwriter's discount is compensation paid to the bond underwriter relating to the purchase of the of the Issuer's Debt Obligations. Such compensation is determined through the formal pricing process on the date of the competitive public sale. This compensation is embedded in the bond issue bid pricing and is not separately stated cost of issuance.

Section 4. A State Form CT-0253 depicting the actual costs of issuance and actual underwriter's compensation will be prepared and executed at the closing and delivery of the Debt Obligations, presented to the Board of Mayor and Aldermen at its next scheduled meeting following the delivery of the Debt Obligations and filed with the Tennessee Comptroller of the Treasury's Director of Local Government Finance in a timely fashion as required by prevailing State law.

Section 5. To the extent other related Raymond James personnel may assist with and provide investment services to the Issuer, it is acknowledged that on occasion separate compensation will be paid for any such services and that up to one-half of any such fees paid to Raymond James may be shared internally with representatives of the Municipal Advisor acting as a solicitor and that any such fees charged will be the same regardless of whether a solicitor is used or not.

Section 6. Raymond James serves as Dissemination Agent for the Issuer and for such services receives a separate annual fee.

Section 7. From time to time, Adams and Reese LLP has represented Raymond James on matters unrelated to the Issuer and may continue to do so in the future.

Section 8. Please see the attached Exhibit A for important disclosures.

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE DULY CAUSED THIS PROJECT AMENDMENT V to be signed and sealed by their respective authorized officers this \_\_\_\_ day of January 2026.

CITY OF KINGSPORT, TENNESSEE

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

Name: Paul W. Montgomery

Title: Mayor

APPROVED AS TO FORM:

ATTEST:

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

Name: Rodney B. Rowlett, IV

Title: City Attorney

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

Name: Travis Bishop

Title: City Recorder/CFO

RAYMOND JAMES & ASSOCIATES, INC.

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

Name: Elizabeth L. Zuelke

Title: Director

**Exhibit A**  
**Disclosure Letter for Municipal Advisor Advisor Agreement**

**Paul W. Montgomery, City Mayor**  
**415 Broad Street**  
**Kingsport, TN 37660**

This letter is provided under Municipal Securities Rulemaking Board (MSRB") Rule G-42 in connection with our engagement as financial advisor and municipal advisor under the Municipal Advisor Agreement to which this letter is attached (the "Agreement") between **Raymond James & Associates, Inc.** ("Raymond James") and the **City of Kingsport, Tennessee** (the "Client"). This letter will serve as written documentation required under MSRB Rule G-42 of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship.

**1. Scope of Services.** (a) ***Services to be provided.*** The scope of services with respect to Raymond James's engagement with the Client is as provided in the Agreement (the "Scope of Services").

(b) ***Limitations on Scope of Services.*** The Scope of Services is subject to such limitations as may be provided in the Agreement.

(c) ***IRMA status.*** If the Client has designated Raymond James as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the Scope of Services is not deemed to be expanded to include all actual or potential issuances of municipal securities or municipal financial products merely because Raymond James, as IRMA, reviews a third-party recommendation relating to a particular actual or potential issuance of municipal securities or municipal financial product not otherwise considered within the Scope of Services. Raymond James is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Raymond James requests that the Client provide to it, for review, any written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) that references Raymond James, its personnel and its role as IRMA. In addition, Raymond James requests that the Client not represent, publicly or to any specific person, that Raymond James is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, not within the Scope of Services without first discussing such representation with Raymond James.

**2. Raymond James's Regulatory Duties When Servicing the Client.** MSRB Rule G-42 requires that Raymond James make a reasonable inquiry as to the facts that are relevant to the Client's determination whether to proceed with a course of action or that form the basis for any advice provided by Raymond James to the Client. The rule also requires that Raymond James undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Raymond James is also required under the rule to use reasonable diligence to know the essential facts about the Client and the authority of each

person acting on the Client's behalf.

Accordingly, Raymond James will seek the Client's assistance and cooperation, and the assistance and cooperation of Client's agents, with the carrying out by Raymond James of these regulatory duties, including providing to Raymond James accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent the Client seeks to have Raymond James provide advice with regard to any recommendation made by a third party, Raymond James requests that the Client provide to Raymond James written direction to do so as well as any information it has received from such third party relating to its recommendation.

**3. Term.** The term of Raymond James's engagement as municipal advisor and the terms on which the engagement may be terminated are as provided in the Agreement.

**4. Compensation.** The form and basis of compensation for Raymond James's services as municipal advisor are as provided in the Agreement.

**5. Required Disclosures.** MSRB Rule G-42 requires that Raymond James provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) ***Disclosures of Conflicts of Interest.*** MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, Raymond James makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Raymond James addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Raymond James mitigates such conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates Raymond James to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to Raymond James's financial or other interests. In addition, because Raymond James is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Raymond James is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity and quality of service. Furthermore, Raymond James's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Raymond James potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

**I.** Raymond James discloses that Raymond James and its affiliates are involved in a wide range of activities, including interest rate swaps, securities trading, or other business or financial arrangements from which conflicting interests or duties may arise. These potential conflicts are mitigated by the general mitigations described above.

**II. Compensation-Based Conflicts.** The fees due under this Agreement will be based on the size of the issue and the payment of such fees will be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Raymond James to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

**III. Other Municipal Advisor or Underwriting Relationships.** Raymond James serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, Raymond James serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Raymond James could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Raymond James to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Raymond James serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Raymond James's ability to fulfill its regulatory duties to the Client.

**IV. Broker-Dealer and Investment Advisory Business.** Raymond James is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the Client, may be undertaken on behalf of, or as counterparty to, the Client, personnel of the Client, and current or potential investors in the securities of the Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Client, such as when their buying or selling of the Client's securities may have an adverse effect on the market for the Client's securities, and the interests of such other clients could create the incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from Raymond James effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of Raymond James that operate independently from Raymond James's municipal advisory

business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Raymond James to the Client under this Agreement.

*V. Secondary Market Transactions in Client's Securities.* Raymond James, in connection with its sales and trading activities, may take a principal position in securities, including securities of the Client, and therefore Raymond James could have interests in conflict with those of the Client with respect to the value of the Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, Raymond James or its affiliates may submit orders for and acquire the Client's securities issued in an issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with the Client in that it could create the incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing of the Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Raymond James to the Client under this Agreement.

**(b) *Disclosures of Information Regarding Legal Events and Disciplinary History.*** MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Raymond James sets out below required disclosures and related information in connection with such disclosures.

#### **I. *Material Legal or Disciplinary Event***

Raymond James discloses the following legal or disciplinary events that may be material to the Client's evaluation of Raymond James or the integrity of Raymond James's management or advisory personnel: We are aware of no such event.

#### **• ADDITIONAL DISCLOSURES**

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. If any of the above forms provides that a DRP has been filed on Form ADV, BD, or U4 for the applicable event, information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is 705.

**II. *How to Access Form MA and Form MA-I Filings.*** Raymond James's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR

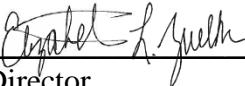
system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=000724743>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is 705.

III. *Most Recent Change in Legal or Disciplinary Event Disclosure.* Raymond James has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC that may be material to the Client's evaluation of Raymond James or the integrity of Raymond James's management or advisory personnel.

(c) ***Future Supplemental Disclosures.*** As required by MSRB Rule G-42, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Raymond James. Raymond James will provide the Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

(d) ***MSRB Rule G-10 Required Disclosures.*** Raymond James is registered with and subject to the rules and regulations of the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). Both the SEC and the MSRB publish websites containing information and resources designed to educate investors. In addition to educational materials about the municipal securities market and municipal securities market data, the MSRB website includes an investor brochure describing protections that may be provided by MSRB rules, including how to file a complaint with the appropriate regulatory authority. For more information, visit [www.sec.gov](http://www.sec.gov) and [www.msrb.org](http://www.msrb.org).

**Raymond James & Associates, Inc.**

By:   
Title: Director  
Date: January 20, 2026