



RULE G-17 DISCLOSURES AND IRMA CERTIFICATIONS

August 27, 2018

Re: Disclosures Pursuant to MSRB Rule G-17, IRMA Representations, and Placement Agent Status

Mr. Conrad Lamb
Finance Director
City of Lee's Summit, Missouri
220 SE Green St.
Lee's Summit, Missouri 64063

Approximately \$3,100,000.00 - General Obligation Bonds, Series 2018A

Dear Mr. Conrad Lamb:

Commerce Bank ("Commerce") is sending this letter agreement to provide you, as the Finance Director for City of Lee's Summit, Missouri (the "Borrower"), with certain disclosures as required by the Municipal Securities Rulemaking Board ("MSRB") and the Securities Exchange Act of 1934, as amended from time to time (the "Securities Act"), and to obtain certain certifications regarding your use of and reliance on an Independent Registered Municipal Advisor ("IRMA") in connection with the above-referenced bond issuance (the "Bonds").

Commerce intends to serve as a placement agent, and not as a financial advisor or municipal advisor, in connection with the Bonds. Any references in this letter to "you," "your," or "yours" will mean the Borrower and any references to "we," "us," "our," or "ours" will mean Commerce. As part of our services as placement agent, Commerce may provide information concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

Disclosures Concerning the Placement Agent's Role

MSRB Rule G-17 requires a placement agent to deal fairly at all times with both municipal issuers and investors. The placement agent's primary role is to place the Bonds in an arm's-length commercial transaction with the Borrower. The placement agent has financial and other interests that differ from those of the Borrower. Unlike a municipal advisor, the placement agent does not have a fiduciary duty to the Borrower under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Borrower without regard to its own financial or other interests. The placement agent has a duty to place the Bonds at a fair and reasonable price and must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable. The placement agent will, if applicable, review any official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosures Concerning the Placement Agent's Compensation and Conflicts of Interest

As placement agent, Commerce may be compensated by a placement fee. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because Commerce may have an incentive to recommend to the Borrower a transaction that is unnecessary or to recommend that the size of the transaction be larger than necessary.

Additional Conflicts Disclosures

Commerce has not identified any additional potential or actual material conflicts that require disclosure.

If you or any other officials of the Borrower have any questions or concerns about these disclosures, please make those questions or concerns known immediately to me. In addition, you should consult with your own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Depending on the structure of the transaction that you decide to pursue, or if potential or actual material conflicts are identified, we may be required to send you additional disclosures. At that time, we will seek your acknowledgement of receipt of any such additional disclosures, may require an amendment to this letter agreement, and/or may require a separate placement agent agreement.

IRMA Disclosures and Certifications

Commerce is relying on the IRMA exemption under the Municipal Advisor Rule in connection with the Bonds. To rely on the IRMA exemption, we are providing you with the following disclosures: (i) Commerce is not acting as a municipal advisor, financial advisor or fiduciary to the Borrower or any other person or entity; and (ii) Commerce does not owe a fiduciary duty pursuant to Section 15B of the Securities Act to the Borrower. By signing below, the Borrower represents the following to Commerce pursuant to Rule 15Ba1-1 of the Securities Act regarding the Borrower's independent registered municipal advisor:

- (i) The Borrower is currently represented by and will rely on the advice of Columbia Capital (the "Municipal Advisor") in connection with the Bonds.
- (ii) For purposes of this IRMA certification, "reliance" means that the Borrower will seek and consider the advice, analysis and perspective of the Municipal Advisor but does not mean that the Borrower is assuming an obligation to follow that advice.
- (iii) The Municipal Advisor has informed us that: (i) the Municipal Advisor is registered as a municipal advisor with the SEC and MSRB; and (ii) the individuals assigned to provide us municipal advice are: Mr. James Prichard
- (iv) Unless the Borrower provides Commerce with a written representation to the contrary, Commerce may continue to rely on this IRMA certification.

No Fiduciary Duty

By signing below, the Borrower acknowledges and agrees that: (i) Commerce has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby, or the discussions, undertakings and procedures leading thereto, irrespective of whether Commerce or any of its affiliates has provided other services or is providing other services to the Borrower on other matters; and (ii) the placement agent is relying on the underwriter and IRMA exemptions under the Securities Act.

Entire Agreement

This letter agreement contains the entire agreement between the parties relating to the subject matter herein described. Any oral or written representations or modifications concerning this letter agreement will have no force or effect unless a subsequent modification is in writing and signed by both Commerce and the Borrower.

It is our understanding that you have the authority to bind the Borrower by contract with us. If our understanding is incorrect, please notify me immediately. By signing below, you represent and warrant that you are a duly authorized officer of the Borrower with the authority to legally bind the Borrower.

We are required, under MSRB Rule G-17, to seek your acknowledgement that you have received this disclosure letter. Accordingly, please sign and return the enclosed copy of this letter to me at the address below set forth. Or, if you prefer, you may forward an electronic copy of your acknowledgement to my e-mail address reflected below.

We look forward to the opportunity to work with you in connection with the Bonds.

Sincerely,

A handwritten signature in black ink, appearing to read "Tyson Markham". The signature is written in a cursive style with a large initial "T" and "M".

Tyson Markham
Vice President
Capital Markets Group
Commerce Bank
1000 Walnut KCCMG
Kansas City, MO 64106
Email: Tyson.Markham@CommerceBank.com

Acknowledged and Agreed:

Conrad E. Lamb
Signature

Print Name: Conrad E. Lamb

Title: Finance Director

Date: 9-10-18