

August 12, 2026

Scotts Bluff County
1825 10th St.
Gering, NE 69341

Re: D.A. Davidson & Co. as Placement Agent - Lease-Purchase Agreements

Dear Ladies and Gentlemen:

We are writing to provide the County of Scotts Bluff, in the State of Nebraska (the “County” or “Issuer”), with certain information relating to the above-referenced Lease-Purchase financing (the “Lease-Purchase Transaction(s)”).

The Issuer has engaged D.A. Davidson & Co. (hereinafter referred to as “Davidson” or “placement agent”) to serve as placement agent, and not as a financial advisor or municipal advisor, in connection with the Lease-Purchase Transaction(s).

As “placement agent”, Davidson’s primary role will be to arrange for the placement of the Lease-Purchase Transaction(s) in a commercial arm’s length transaction with the Issuer, and may have financial and other interests that differ from those of the Issuer. In its capacity as placement agent and not as municipal advisor, Davidson may provide incidental advisory services at the Issuer’s request, including advice regarding the structure, timing, terms and other similar matters concerning the issuance. However, Davidson does not assume any municipal advisory or fiduciary responsibilities with respect to the Issuer.

Section 1. Arrangements Before Closing. There are several arrangements, which must be made before the placement of the Lease-Purchase Transaction(s) can occur. These arrangements include, but are not limited to:

Structuring. Once a financing structure has been selected by the County, the terms of the Lease-Purchase Transaction(s) (such as the sources of payment, the maturity schedule, the rights of repayment prior to maturity, etc.) must be determined, taking into account both the interests of the Issuer and the expectations of prospective lessors.

Legal Counsel. A firm of nationally recognized municipal attorneys must be engaged to provide all necessary legal proceedings as well as an unqualified legal opinion as to the legality of the Lease-Purchase Transaction(s) and final closing certificates.

Disclosure to Lessors. In connection with Lease-Purchase Transaction(s) by the County, important information about the County and the transaction must be compiled in a term sheet for distribution to prospective lessors.

As part of our work as placement agent, we will assist the County in making these arrangements. Our active participation in making these arrangements should not and cannot be construed by the County as a

promise to find a lessor for the Lease-Purchase Transaction(s).

Section 2. Placement Agent Services. It is our intention to submit for consideration by the County our offer to place the Lease-Purchase Transaction(s). In consideration for our work performed pursuant to Section 1 above and subject to Section 5 below, the County agrees that it will not consider other underwriting or placement agent proposals unless Davidson has first declined to participate in the transaction on terms and conditions acceptable to the County.

Section 3. Payment of Expenses. The County will pay all Lease-Purchase Transaction closing costs, including counsel fees.

Section 4. Best Efforts Agreement. This letter does not constitute a guarantee to place the Lease-Purchase Transaction(s) on behalf of the Issuer. Successful completion of the transaction contemplated herein depends on (a) performance of due diligence satisfactory to Davidson; (b) approval from Davidson's internal commitment committee; (c) the loan's ability and appetite to embrace such a lease-purchase financing given prevailing market conditions and rates.

Section 5. Term of Letter Agreement. This Engagement Letter shall remain in full force and effect until such time as the County notifies Davidson in writing of their intent to terminate this Engagement Letter, provided that any such action or notice shall provide no less than 30 days notice of such. Davidson may resign as placement agent to the County by providing written notification with no less than 30 days notice to the County.

Section 6. Choice of Law: The parties hereby agree that this Engagement Letter will be governed by the laws of Nebraska.

Disclosures Concerning the Placement Agent's Compensation:

As placement agent, Davidson will be compensated by a fee to be negotiated and entered into in connection with the placement of the Lease-Purchase Transaction(s). Payment of a placement agent fee will be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal amount of the Lease-Purchase Transaction(s). While this form of compensation is customary in the municipal markets, it may present a conflict of interest since the placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Additional Conflicts Disclosure:

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

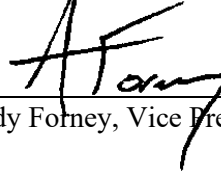
If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable,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

If the above is acceptable, please sign and return this letter to me either via email or to the address set forth on Page 1 of this letter. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the Lease-Purchase Transaction(s).
Thank you.

Sincerely,

D.A. DAVIDSON & CO.

A handwritten signature in black ink, appearing to read 'A Forney', is written over a horizontal line.

Andy Forney, Vice President

ACKNOWLEDGEMENT:

Title: _____
Date: _____