Exhibit 904.1

CHANGE ORDER NO. 4

PROJECT:	35th Avenue and Learning Lane PCC Paving
DATE:	March 3, 2021
CONTRACTOR:	RATHJE CONSTRUCTION COMPANY MARION, IOWA
ORIGINAL CONTRACT AMOUNT:	$894,640.05
FINAL COMPLETION:	August 2020 (All work)

COR 8: $3,632.04

Total of Change Order No. 4: $3,632.04

Original Contract Amount	$894,640.05
Increase C.O. #1	$16,525.00
Increase C.O. #2	$68,433.25
Increase C.O. #3	$13,907.50
Increase C.O. #4	$3,632.04
Revised Contract Amount:	**$997,137.84**

Rathje Construction Company

By: Mary L. Rathje

Title: Secretary

Date: 3-3-2021

Hall & Hall Engineers, Inc.

By: Brent Jackman Digitally signed by Brent W. Jackman Dn: C=US, E=brent@halleng.com, O="Hall and Hall Engineers, Inc.", CN=Brent W. Jackman Date: 2021.03.03 14:29:17-06'00'

Title: Project Manager

Date: 03-03-2021

Linn Mar Community School District

By: _____

Title: _____

Date: _____

Exhibit 904.2

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Wilkins Elementary School Renovations
2127 27th Street
Marion, Iowa 52302

CONTRACT INFORMATION:
Contract For: General Construction
Date: March 11, 2020

CHANGE ORDER INFORMATION:
Change Order Number: 004
Date: April 27, 2021

OWNER: *(Name and address)*
Linn-Mar Community School District
2999 10th Street
Marion, Iowa 52302

ARCHITECT: *(Name and address)*
Shive-Hattery, Inc. 1193930
2839 Northgate Drive
Iowa City, Iowa 52245

CONTRACTOR: *(Name and address)*
Tricon General Contractor
2245 Kerper Blvd. Suite 2
Dubuque, Iowa 52001

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Credit for storm damage carpet and vinyl base per COR 15 – CREDIT -$9,856.00

Ceiling fan control in music room per COR 16 – ADD $1,044.78 (Option 1)

Flooring in Room 41 per COR 17R – ADD $778.42

The original Contract Sum was	$	823,000.00
The net change by previously authorized Change Orders	$	27,947.52
The Contract Sum prior to this Change Order was	$	850,947.52
The Contract Sum will be decreased by this Change Order in the amount of	$	8,032.80
The new Contract Sum including this Change Order will be	$	842,914.72

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be the same.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
Shive-Hattery, Inc.	Tricon General Contractor RTD	Linn-Mar Community School District
(Firm name)	*(Firm name)*	*(Firm name)*
Tandi Brannaman		
SIGNATURE	SIGNATURE	SIGNATURE
Tandi Brannaman, Architect	Ron Richard, President	J.T. Anderson, CFO/Board Treasurer
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
April 27, 2021	4-27-2021	
DATE	DATE	DATE

SCHOOL BROADCAST PROGRAM

"One-Time Fee" Pixellot Use Agreement (Install Included)

Linn Mar High School
3111 10TH ST
Marion, IA 52302
County:

Effective Date: 4/28/2021

This One-Time Fee Agreement (our "Agreement") will serve as confirmation of the involvement of **Linn Mar High School** ("School") in the *NFHS Network* School Broadcast Program, powered by PlayOn! Sports, and will outline the terms and conditions of participation with 2080 Media, Inc. d/b/a PlayOn! Sports ("PlayOn"). Upon execution of the Agreement, School and PlayOn (collectively, the Parties) are subject to all of the terms and conditions within the Agreement.

In consideration of a one-time fee of ZERO DOLLARS ($0) ("One-Time Fee"), PlayOn will provide School with access to TWO (2) units of hardware and software ("Pixellot Systems") for School use during the term of this Agreement (but PlayOn will retain title to such items), each of which includes:

a. Pixellot camera head
b. Workstation loaded with Pixellot software for recording, encoding, and streaming videos
c. Cat6 ethernet cables to connect workstation to camera head and provide camera power (1)
d. Pixellot automated production software for all supported sports; new sports are added as released
e. Score data device (wired connection) *or* OCR camera for graphics integration in video (PlayOn to determine)
f. Protective cabinet for workstation, if needed
g. Software upgrades (while the Agreement is in effect)
h. Point-to-point wireless internet base station (if no hard-line internet available at Pixellot venue)

YES

i. **Installation of the Pixellot Systems will be provided by PlayOn**

(1) See *Installation of Pixellot Systems* in **Terms and Conditions** for additional information

Pricing for the Agreement†:

Description	Price
One-time Fee	$0
Extra Accessories (if applicable)	-
TOTAL DUE	**$0**

PlayOn provides the following additional software and services:

a. A branded School video portal on www.nfhsnetwork.com
b. PlayOn proprietary software (*NFHS Network Console)* for the complete management of School-based events including scheduling, event information, and event availability. The cost of the annual software license for the PlayOn Software (*Console*) is waived as part of the Agreement.
c. E-commerce platform for customer registration, payment processing and customer service to support the sale of subscriptions to watch School and all other NFHS Network events ("Consumer Subscription Plan")
d. All back-end technology systems needed to support event distribution via streaming consistent with PlayOn system requirements through the NFHS Network web portal
e. Standard on-call customer support, account management, training, software updates, software support, and software licenses.

Broadcast Rights and Event Content:

Regular Season Event Broadcasts.
School agrees to live broadcast all regular season sports events at all competition levels in the venue where the Pixellot Systems are installed (i.e., Varsity, Junior Varsity, etc.). School has the right to determine on-demand availability of regular season events through "blackout windows." School also grants PlayOn the right to live broadcast all Postseason Events (as defined herein) in the venue where the Pixellot Systems are installed. School will not permit any third party to stream any regular season sports events that would be deemed competitive with PlayOn's activities; provided that School may allow student-led groups to live broadcast regular season sports events ("School Co-Broadcasts") as part of a broadcast media curriculum program. For the sake of clarity, events selected by School or School Co-Broadcasts will also be broadcasted on the NFHS Network via the Pixellot Systems.

Television Broadcasts. School may allow (at its discretion) third party local television coverage to broadcast regular season events at a School without violating the Agreement. For the sake of clarity, School shall also broadcast via the Pixellot Systems on the NFHS Network any regular season event that is broadcast on linear television by a third party.

Postseason Event Broadcasts. School agrees that the Pixellot Systems will be used to broadcast all State Postseason events via the Pixellot System installed in the venue where the event takes place; provided that State Association is a participating member of the NFHS Network ("NFHS Network State"). State Association rights fees for State Postseason events broadcast via the Pixellot System at School venues will be waived in NFHS Network States. For Schools located in non-NFHS Network States, all broadcasting of State Postseason events must be done within State Association media policies and School is solely required to obtain required permissions and pay any rights fees to the State Association.

Practices. School may use the Pixellot Systems to schedule and record practices for internal use by School. School must manually schedule all practice sessions and events will be marked as "private" and not available for viewing by consumers.

Content Ownership, License, Syndication and Approvals. School hereby grants PlayOn an exclusive, worldwide, fully-paid-up, royalty-free, sub-licensable (directly or through multiple tiers), transferrable and irrevocable license to reproduce, perform, transform and distribute the content recorded via the Pixellot Systems (the "Content") in any medium (the "Content License"). The Content License is exclusive, except that the School has the right to download School -produced events and upload the Content into a game-film-analysis platform for use by coaches, provided that the Content is not generally available to consumers. Subject to the Content License, the Content is the exclusive property of the School and the School reserves all rights therein.

The Content License includes the right to syndicate the Content, in-part or in-whole, to other distribution platforms; provided that School has the right to refuse any syndication to third-party sites that are non-NFHS Network property (an example of a NFHS Network property is the NFHS Network Facebook page) if School determines that the distribution platform is inconsistent with School standards for appropriateness for viewing by the school district's student population . Existing digital sponsorship inventory remains in the Content through all derivative works that incorporate the full-length event. This includes the rights to make DVDs, digital download-to-own files, and highlights. In the event that DVDs or digital download-to-own files are created and made available for sale (at the discretion of School), School will receive a revenue share based on net sales, less fulfillment costs, amounting to 7-1/2% of the net sale price.

School shall be solely responsible for all Content, to secure any and all releases, consents, waivers and other necessary rights from any third parties (including students and, to the extent required by law, their guardians) and complying with all applicable laws, including those regarding collection and distribution of the Content. School agrees that all Content will be suitable for a general viewing audience and will not violate or infringe the rights of any party. At the written request of School, PlayOn will remove School produced events on the School video portal. Parties agree that Pixellot System will not be turned on except for scheduled events and required system maintenance.

Consumer Subscription Platform. All sports events, live and on-demand, require consumers to purchase a subscription pass to be viewed. Non-sports events are set by default to be free for viewers. At School's discretion, School may charge a subscription fee to view non-sports events.

PlayOn retains the right to modify subscription plan offerings, pricing structure, and, during the Term, on-demand event availability. PlayOn will notify school in writing of any such modifications.

School-sold Sponsorships. School may include sponsorship elements within the broadcast of School events in its School video portals. School keeps 100% of all sponsorship sales made by School from local sponsors.

Network Advertising. PlayOn may advertise on any School video portal and within any School broadcast using pre-roll video, video mid-roll, or overlay ads that appear on the video screen. PlayOn ads will conform to the then-current *NFHS Network Commercial Materials Guidelines (the "Guidelines")*, a current copy of which is attached as **Exhibit B**; provided that School shall have the right in its sole discretion to limit or prohibit any advertiser, or any specific advertisement advertised on the School video portal, that is inconsistent with School standards for appropriateness for viewing by the school district's student population.

Third Party Relationships. Any third-party relationships School develops for the purpose of selling advertising, collecting billings or any other such related activity, are the sole right and responsibility of School. PlayOn assumes no responsibility whatsoever for (and shall have no liability for) any third-party relationships School enters into.

Data Privacy. School acknowledges that PlayOn will not have access to any "student information," "directory information," "personally-identifiable information," student records," "student-generated content" or "education records" (each as defined by the Family Education Rights and Privacy Act of 1974 ("FERPA") and its implementing regulations, other than, to the extent included in the Content as applicable: (a) student images; (b) student names; and (c) any other information provided by School in the format of audio commentary (the "Included Data"). School acknowledges that the Included Data is only included in the Content to the extent permitted by the School and to the extent publicly broadcasted at the event contained within the Content. PlayOn shall not have access to any other information regarding any School students and does not store any information regarding School students that is not Included Content meant for public consumption through the NFHS Network and other customer-facing applications. PlayOn shall be responsible to comply with all applicable laws, including but not limited to FERPA and any state-specific laws regarding Included Data and the collection, storage and distribution thereof, but subject to School's responsibilities under "Content Ownership, License, Syndication and Approvals" set forth above. In furtherance of the foregoing, PlayOn will maintain security procedures and practices designed to protect the Included Data from the unauthorized access, destruction, use, modification or disclosure that comply with FERPA and any state-specific laws, and will

notify the School following PlayOn's becoming aware of any such unauthorized access, destruction, use, modification or disclosure of Included Data. PlayOn will not use the Included Content for any purpose other than as contemplated by this Agreement and PlayOn will, upon School's written request at any time, permanently delete any Included Content.

To the extent School requires that PlayOn execute any amendment or addendum to this Agreement governing the rights and obligations of Included Data, the Parties agree that this provision shall supersede such amendment or addendum and shall contain the sole obligations of PlayOn with respect to Included Data.

Consent to Receive Electronic Communications. During the Term, PlayOn will send updates and alerts related to the Pixellot Systems via SMS text message (the "Notifications") to the individuals listed on the Primary Contact Information chart attached hereto and any other employee or agent of School that School elects to receive the Notifications (together, the "Notification Contacts"). School hereby represents and warrants to PlayOn that the School and each Notification Contact (i) has read PlayOn's privacy policy (found at https://www.nfhsnetwork.com/privacypolicy) and understands the privacy policy, the types of information being collected and PlayOn's use of the information being collected and (ii) expressly consents to receive the Notifications.

Terms and Conditions

1. **Term of Contract**. This Agreement is effective as of the Effective Date and continues for five (5) complete school years, beginning on the August 1 that follows the Effective Date (the "Initial Term") unless earlier terminated as provided herein.

   If School elects to terminate the Agreement at any time before the end of the Initial Term, School shall pay a fee ("Early Termination Fee") to PlayOn in the amount of two thousand-five hundred dollars ($2,500) per Pixellot System. For the sake of clarity, the total amount due to PlayOn would be calculated by multiplying the number of Pixellot Systems covered by this Agreement by two thousand-five hundred dollars ($2,500). School acknowledges that the Early Termination Fee is a reasonable estimate of the costs that PlayOn would incur from such early termination.

   After the Initial Term, the Agreement will remain in effect until terminated as provided herein (the Initial Term plus any extension thereof being the "Term"). School has the right to terminate this Agreement after the end of the Initial Term by giving written notice of termination to PlayOn a minimum of ninety (90) days before the effective date of the termination. No additional fee will be due if this Agreement is terminated following the Initial Term.

   PlayOn may terminate this Agreement and remove the Pixellot Systems immediately if School has breached any provision of this Agreement and failed to cure such breach within 60 days of PlayOn's delivery to School of written notice of the breach; provided that School will take down all equipment and package it appropriately in PlayOn-provided shipping containers. In the event that PlayOn breaches any provision of this agreement and fails to cure within 60 days, School has the right to terminate the Agreement and PlayOn will remove the Pixellot Systems at its own expense.

2. **Payment Terms.** Payment is due thirty (30) days after School receives the Pixellot Systems.

3. **Internet Connectivity.** School must provide sufficient hardline internet connectivity and the required network configurations (provided in **Exhibit A**) for each Pixellot System to allow live broadcasts. PlayOn will provide the point-to-point wireless internet base station ("Point to Point") when needed to deliver hardline internet connectivity to Pixellot Systems installed in outdoor venues; provided that PlayOn is able to select the make and model of the Point to Point system. In the event that School requests, or requires, a specific Point to Point system that is different from what is provided by PlayOn, then School must provide and install the Point to Point system at its own expense.

4. **Software License.** During the Term of this Agreement, PlayOn grants School a non-exclusive, non-transferable limited license to use the Software to enable the broadcast services under this Agreement. The "Software" consists of the proprietary software of PlayOn used to provide the broadcast services under this Agreement as well as the third-party software included with the Pixellot Systems and any backend software or services required to use the system. The Software may be used solely to schedule, capture, produce, encode, and record Content from School events for distribution to viewers solely on the NFHS Network. School shall have no other rights to the Software and expressly agrees that it shall not copy, reverse engineer, modify, disassemble or decompile any portion of the Software, or use the Software to broadcast events anywhere other than School pages on the NFHS Network video portal (*www.nfhsnetwork.com*). School agrees that PlayOn or its licensors shall retain any and all right, title, and interest in and to the Software and other intellectual property provided by or created by PlayOn (including, but not limited to, all patent, trade secret, copyright, and trademark rights). Except as otherwise provided herein, School agrees not to reproduce the Software or PlayOn's intellectual property. School acknowledges that the Pixellot Systems include embedded software from Pixellot that is subject to additional end-user license agreement terms ("EULA") and School agrees to comply with all such terms. The Pixellot EULA will be provided at the School's request.

5. **Site Survey Collection.** This Agreement provides School with a form to collect information for each School venue at which a Pixellot System will be installed ("Site Information"). Pixellot Systems will not be shipped to School unless all information is filled out completely in the sections: **Pixellot Venue Information**, and **Team-To-Venue Mapping**.

6. **PlayOn Installation of Pixellot Systems.** PlayOn will perform the installation of the Pixellot Systems and will coordinate with School to schedule the installation work ("PlayOn Installation"). Additional details about the PlayOn Installation are provided in **Exhibit C** of this Agreement. PlayOn will provide all required Cat6 ethernet cable required to install and operate the Pixellot Systems; in the event that School requires special cabling for any reason, then special cabling must be provided at the sole expense of School. School agrees that all Internet connectivity requirements have been met prior to the start of the PlayOn Installation and that an administrator with IT responsibilities will be on site (or at minimum, available by phone) during the time when the PlayOn Installations are taking place If School needs to reschedule or cancel a PlayOn Installation, School must provide notice to PlayOn at least 48 hours before originally scheduled installation time. Failure to provide sufficient notice may result in additional charges to School.

School agrees that PlayOn may use its own service providers to perform the PlayOn Installation so long as all such providers meet School requirements for entry to school venues. For the sake of clarity, School agrees that PlayOn is not required to work with any service providers that may be under agreement with School for facilities or IT work.

School agrees to remove, relocate, and reinstall, as appropriate, the Pixellot Systems in the event of construction within any of the venues denoted herein where a Pixellot System is installed.

7. **Receipt of Goods.** Upon delivery of the Pixellot Systems, School will inspect all packages for damage caused by a third-party shipper (e.g. UPS) to all boxes, equipment, and components. School agrees to store all packages in a secure environment prior to the arrival of the PlayOn installer.

8. **Revenue Sharing (Year 1-3).** Revenue sharing to School for online passes does not begin until Year 4 of Agreement (see one-time option in Special Terms, *Revenue Sharing Acceleration*, below). For the sake of clarity, during the first three years of the Term, School will not receive any revenue share for content produced under this Agreement.

9. **Revenue Sharing (Year 4 and future years).** Starting in Year 4 of the Agreement, School will receive ten percent (10%) of the Net Revenue ("Revenue Share") for Monthly subscription passes attributed to School's Pixellot System-produced content. "Net Revenue" means gross revenue received from Monthly subscription passes sold through the consumer subscription platform, less technology platform, customer service and e-commerce fees associated with such distribution.

   PlayOn will offer "discounted" Annual (12 month) subscription passes for sale on School event pages and on custom School landing pages, meaning the one-time cost of the subscription pass is less than the cost of the Monthly pass times the number of months in the duration of the Annual subscription pass. Annual subscription passes will have a base cost ("Annual Base Cost") and a price point ("Annual Price"), both set by PlayOn. Starting in Year 4, School will receive one hundred percent (100%) of the difference between the Annual Price and the Annual Base Cost.

10. **Revenue Sharing Acceleration**. School has the option to pay a one-time fee of _____$1500_____ at the beginning of the Term, and revenue sharing will begin in Year 1 of the Agreement.

School opts to pay _____ to accelerate revenue sharing:	YES [ ]	NO [ ]

11. **Administration of Funds.** PlayOn will manage the collection and accounting of all funds received, including the management of refunds. If School produces regular season content on an alternative streaming platform in violation of this Agreement, PlayOn reserves the right to withhold any Revenue Share attributed to School. PlayOn will calculate the funds to be disbursed to School on a quarterly basis on the following dates: October 31st, January 31st, April 30th, and July 31st. Funds will be disbursed to School within 30 days of these dates. Detailed records can be provided for auditing purposes upon request. School must earn a minimum of $50 in aggregate Revenue Share proceeds within a school year to receive a check.

12. **Ownership and Return of the Pixellot Systems.** PlayOn is providing the Pixellot Systems for School use during the Term in the venues specified herein. School may not move a Pixellot System from where it was installed without the express written consent of PlayOn. PlayOn is not selling the Pixellot Systems to School. The Pixellot Systems will remain PlayOn's property and PlayOn may remove the Pixellot Systems from School if this Agreement terminates for any reason or if School fails, in any nine (9) month period, to create any Content via a Pixellot System for distribution on the NFHS Network. School shall cooperate with PlayOn to facilitate this removal and shall grant PlayOn any required physical access to the Pixellot Systems.

13. **Maintenance of Units.** PlayOn is responsible for the general health and welfare of the Pixellot Systems and will perform online system maintenance of all Software. PlayOn will handle all warranty claims on the equipment with the manufacturer and will provide School with proper containers for any equipment that needs to be returned to PlayOn for service. PlayOn will replace any broken Pixellot Systems during the Initial Term. For purposes of clarification, PlayOn is not obligated to replace any broken Pixellot Systems after the Initial Term. Notwithstanding the foregoing, PlayOn is not obligated to replace any units that are destroyed by vandalism or due to negligence by School.

14. **Providing of Sports Schedules.** School is required, prior to 60 days before the start of a sport season, to provide PlayOn the game schedules (in a mutually acceptable format) for all teams in all sports that occur in the venue where the Pixellot System is installed. PlayOn will be responsible for the initial data entry of all game schedules in the event that School does not elect to do so. In event of a known change of schedule to an event, School will make the required changes.

    If School's game schedules are accessible via a third-party platform (e.g. Arbiter, rSchoolToday, etc.), School agrees that PlayOn may collect School's game schedule information directly from that third-party platform, to be used for the sole purpose of scheduling automated event broadcasts on the NFHS Network through School's Pixellot System(s). School will facilitate PlayOn's access to School's game schedule on any such third-party platform.

15. **Marketing.** School agrees that PlayOn may market School's events on third party platforms or websites (e.g. Arbiter, rSchoolToday, MaxPreps, etc.). Event marketing includes, but is not limited to, URL links and display ads.

16. **Indemnification**. To the extent permitted by Iowa state law, each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at

the request of the other party, defend the other party (the "Indemnified Party") from and against any and all losses, liabilities, costs, and expenses including reasonable attorney's fees, in connection with claims brought by a third party against the Indemnified Party established by judgment or alternative resolution award, to the extent arising from (a) any violation of applicable law by the indemnifying party or its employee, agent, or other representative; (b) the gross negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.

17. **Indemnification for IP Infringement**. PlayOn shall indemnify School against any third-party claim that School's use of the Pixellot Systems infringes the intellectual property rights of a third party with respect to such Pixellot Systems; provided that, PlayOn shall have no obligation under this section with respect to any claim based upon or arising from: (a) modification of the Pixellot Systems in any manner not expressly permitted by PlayOn; (b) any use of the Pixellot Systems outside the scope of the license granted in, or contrary to, the provisions of, this Agreement or the EULA; (C) the combination of the Pixellot Systems with any other service or product not authorized by PlayOn or Pixellot; or (D) broadcasting the Content without a license, right or title to do so.

18. **WARRANTY DISCLAIMER; LIMITATION OF LIABILITY**. THE SERVICES AND SOFTWARE PROVIDED BY PLAYON ARE PROVIDED "AS IS." PLAYON MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES WHATSOEVER ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RIGHTS OR OBLIGATIONS OF THE PARTIES HEREUNDER WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND WHETHER BASED ON A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. IN ADDITION, AND NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, PLAYON'S MAXIMUM LIABILITY (FOR ALL CLAIMS IN THE AGGREGATE) TO SCHOOL UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID TO SCHOOL UNDER THIS AGREEMENT. THE LIMITATION IN THE IMMEDIATELY PRECEDING SENTENCE DOES NOT APPLY TO (I) PLAYON'S OR ITS PERSONNEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH; OR (II) PLAYON'S OBLIGATION TO INDEMNIFY SCHOOL FOR THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

19. **Relationship of the Parties**. Each Party shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not create or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement.

20. **Assignment**. This Agreement may not be assigned by either Party without the prior consent of the non-assigning Party.

21. **Entire Agreement; Modification**. This Agreement constitutes the entire understanding between the parties. It supersedes and replaces any and all previous representations, understandings, and agreement, written or oral, relating to the subject matter. There shall be no oral alteration or modification of this Agreement; the Agreement and its terms may not be modified or changed except in writing, approved and signed by both Parties.

22. **E-Verify**. PlayOn acknowledge that immigration laws require it to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program).

23. **Proof of Insurance**. During the Term, PlayOn shall maintain, and (upon School's written request) provide evidence of, commercial general liability, statutory workers' compensation insurances, and such public liability insurance as is reasonably necessary to protect against claims, losses or judgments that might be occasioned by the negligent acts or omissions of PlayOn, its employees or agents. The general liability insurance shall be at least in the amount of $1,000,000 per incident and a $2,000,000 aggregate.

24. **Governing Law and Venue**. This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State in w which the School resides. Any action at law or judicial proceeding instituted for the enforcement of this Agreement shall be instituted only in the state courts of the State and county in which the School resides.

25. **Counterparts**. This Agreement may be executed in counterparts (including by way of facsimile, PDF or other electronic format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

26. **Waiver**. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or either party's delay in the exercise of any such rights or remedies, shall not release the other Party from any of its responsibilities or obligations imposed by law or by this Agreement and shall not be deemed a waiver of any right of such Party to insist upon strict performance of this Agreement.

27. **Compliance with Applicable Laws; Sovereign Immunity**. Each Party shall comply with all applicable laws applicable to it with respect to the services being provided under this Agreement, whether or not specifically referenced in this Agreement. Nothing in this Agreement shall be deemed to waive any sovereign immunity, if any, for which the School may benefit.

[Signatures on Next Page]

SCHOOL BROADCAST PROGRAM

*****Complete the information below and fax entire document to 404.920.3199*****

Signed: Date: _____

_____

Mark Rothberg
Vice President, School Broadcast Program
PlayOn! Sports

Accepted by School:

Signature: _____

Name: _____

Title: _____

Email: _____

School: _____

Primary Contact: _____

Email: _____

Mobile Number: _____

Bookkeeper: _____

Email: _____

Phone Number: _____

IT/Network Contact: _____

Email: _____

Phone Number: _____

Shipping Address for Pixellot Systems: [ ] **School Address** *OR* [ ] **Different Address** (write below)

_____ _____

_____ _____

_____ _____

Subscription Revenue Check Made Out to: _____

PIXELLOT VENUE INFORMATION

Does your school have a lift that the NFHS Network installer can use for installation? YES [ ] NO [ ]

Please fill out the information below for ALL venues where a Pixellot System will be installed.

	Type of venue (*select from drop-down*)	Name of venue (*e.g. Aux Gym, Soccer Field*)	Indoor/Outdoor	Scoreboard Type	Hard-line internet connection available at venue?
1	Stadium				
2	Main Gym				

[Agreement Continues on Next Page]

SCHOOL BROADCAST PROGRAM

TEAM-TO-VENUE MAPPING

Use the tables below to indicate which sports teams play at each Pixellot venue (check all that apply). Please fill out for ALL Pixellot venues.

VENUE: ______________________

	Varsity	JV	Soph	Fresh	Middle

VENUE: ______________________

	Varsity	JV	Soph	Fresh	Middle

VENUE: ______________________

	Varsity	JV	Soph	Fresh	Middle

VENUE: ______________________

	Varsity	JV	Soph	Fresh	Middle

School agrees that the team-to-venue mapping information provided above is accurate to the best of School's knowledge: **YES** [ ]

SCHOOL BROADCAST PROGRAM

EXHIBIT A

NETWORK CONFIGURATION REQUIREMENTS

To stream with the Pixellot Systems, the following network requirements must be met:

We *highly recommend* adding the VPU to a separate VLAN or a DMZ and assigning a static IP address.

Whitelist all *outbound* HTTP/S traffic to pixellot.tv and logmein.com.

No inbound firewall rules are required. No services will ever connect directly to the host. However, to publish video and manage the server, we need these ports open for **outbound traffic** to all IPs:

Port #	Protocol	Purpose	Application
443	TCP+UDP	Remote Management/video streaming	https, agent
123	TCP	Clock synchronization	NTP-clock sync
2088	UDP	Video streaming backup	ZIXI broadcaster

Port 123 TCP ***and* 443 TCP must be open for a Pixellot unit to stream. 443 UDP ***or*** 2088 UDP must also be open, but it does not require both.

The following ports are not required for a broadcast but are highly recommended for keeping Sportzcast equipment/software up to date.

Port #	Protocol	Purpose
1402	TCP	Sportzcast cloud connect
1403	TCP	Sportzcast remote support
1935	TCP	Remote Graphics support

DO NOT add any additional user accounts or change any user account settings

- DO NOT change the password
- DO NOT add the user to the school's domain
- *Adding/changing user account information affects the system's ability to automatically login after a reboot, which may result in events not broadcasting*

DO NOT change firewall settings (or add additional firewall/antivirus software)

- *Antivirus software consumes CPU resources and can disrupt network traffic*

DO NOT make the computer inaccessible

- *Make sure you can access the machine if necessary*

DO NOT leave a monitor, keyboard, mouse, or any other external device plugged in

- *Leaving these plugged in may affect our Support team's ability to remotely access the system for troubleshooting*

DO NOT use the computer for anything unless specifically directed by NFHS Network Support

Network Configuration to Watch Video

Open all TCP traffic on ports 80 and 443 for nfhsnetwork.com and all subdomains.

Open all TCP traffic on ports 80 and 443 for w.sharethis.com.

Video Stream/Data Transmission

1. All video data is transferred from Pixellot to the NFHS Network Servers using Real-Time Messaging Protocol (RTMP)
2. The NFHS Network Servers are all hosted using Amazon Web Services (AWS) in the North Virginia (US East) Data Centers
3. Once received by the NFHS Network, the video data is transcoded using automated servers (no human involvement), and then stored in the AWS S3 Storage Buckets (again hosted on AWS North Virginia)
4. The video is distributed to consumers using HTTP Live Streaming (HLS) using the AWS CloudFront Content Distribution Network

Additional Note: You may need to disable any content filters or filtering applications for the VPU's IP address.

EXHIBIT B

NFHS NETWORK COMMERCIAL MATERIALS GUIDELINES

Advertising that shall be false, misleading, deceptive, offensive or in poor taste shall be subject to rejection. All advertisements must comply with the applicable laws, rules and regulations of the state associations and/or school Schools that govern the applicable broadcast.

Without limiting the generality of the foregoing, certain categories of advertisements will not be accepted without prior consent, which such consent may be withheld for any reason whatsoever. These categories include the following:

1. Advocacy Advertisements. An advocacy advertisement is any advertisement that advocates a political, religious or controversial public position.
2. Cigarettes or Tobacco Advertisements.
3. Betting or Gambling Advertisements.
4. Firearms Advertisements.
5. 900 Phone Number Advertisements.
6. Contraceptive Advertisements.
7. Tattoo Parlor and Body Piercing Advertisements.
8. "NC-17" Rated Movie Advertisements.
9. Adult Entertainment Advertisements.
10. "R" Rated Movie Advertisements.
11. "M" Rated Electronic (computer or video) Games Advertisements.
12. Hard Liquor Advertisements.
13. Beer, Wine, or other Alcoholic Beverage Advertisements
14. "High Risk" Investments (e.g., commodities, options, foreign exchange) Advertisements.
15. "High Risk" Business Opportunities (e.g., "get rich quick" schemes and business opportunities) Advertisements.
16. "High Risk" Health Offerings.

EXHIBIT C

PLAYON INSTALLATION OF PIXELLOT SYSTEM: GUIDELINES

Hardware	NFHS Network will provide all hardware for the Pixellot System, including: • Camera Head • Computer • Scoring Device (either Sportzcast or OCR Camera) • P2P System (if necessary) • Standard installation/ mounting accessories *If School wants to use a different P2P system, School must pay for and install it.*
Conduit	NFHS Network will provide and install up to 50' of cable protection anywhere cable is exposed (i.e. accessible by students, etc.) The following areas are NOT considered exposed: ▪ Gym ceiling infrastructure ▪ Above drop ceilings ▪ School areas off-limits to general student body (e.g. press boxes, network closets, etc.) *If School wants to use a specific type of cable protection or have it installed in a non-exposed area, it must be approved by NFHS Network. School will be responsible for additional materials and labor costs.* *NFHS Network will not paint cable or cable protection.*
Lifts	If School does *not* have a lift that we can use, NFHS Network will provide a scissor lift (up to 26 ft). *If installation requires a different lift that is more expensive (over $500), School must pay the difference in cost.* *If School requests floor protection, School must provide it.*
Cabling	NFHS Network will provide and install all cabling for the Pixellot System and Score Device. *If School wants to use a different/ specific type of cable, it must be approved by NFHS Network and must be provided by School.*
Miscellaneous	**NFHS Network will *NOT* perform the following:** • Roof penetrations • Run cable through plenum spaces • Install a backboard for the Computer cabinet • Install power outlets • Install internet jacks • Run cables from the Pixellot System to School's audio equipment (or any other equipment that is not part of the Pixellot System)

I agree that I have read and understand the information outlined above: _____

Exhibit 904.4

PBIS Rewards Service Proposal For:

Excelsior Middle School

Proposal Number: v111533

Date: April 23, 2021

Executive Summary

Motivating Systems, LLC dba PBIS Rewards (PR) will provide its PBIS Rewards Service to Excelsior Middle School (Organization), Linn-Mar Community School District, located at 3555 North Tenth St., Marion, IA 52302, United States for the school year 2021-2022 through 2023-2024.

School Requirements

Student Requirements

Students are not required to have ID cards, but the PBIS Rewards smartphone App is most effective when students have ID cards. The ID cards should have a QR code or Barcode that represents a numeric student ID number unique to each student. PR can provide Student ID Cards at an additional cost. See https://www.pbisrewards.com/order/ for pricing and ordering details.

Primary Staff Contact

PR will provide access for the Organization's primary staff contact. The Organization's primary staff contact may provide authorization for additional staff members to perform administrative tasks associated with the PBIS Rewards application. Once access has been granted, the primary staff contact, or designees, will be responsible to ensure that all other staff members and students are granted access to the program. PR can assist in this process if issues arise, but the primary responsibility for granting access and setting permission levels for school staff members and students will rest with the Organization.

Smartphone Apps Requirements

Any user who will use one of the PBIS Rewards Smartphone Apps must have a smartphone or device capable of running the applicable PBIS Rewards Smartphone App (Staff App, Student App, Parent App). Devices supported include:

- iOS devices (latest version)
- Android devices (latest version)
- Amazon Fire devices (latest version)

We will attempt, but not guarantee, to support previous versions of the operating systems of these devices. Devices must be capable of communicating with the website https://app.pbisrewards.com over a Wi-Fi network or over a mobile data network.

ID Card Limitation

If Organization is using ID Cards provided outside of the PBIS Rewards service, you confirm that Organization has adequately tested your ID Cards with the PBIS Rewards Smartphone apps for those platforms that you will be using in Organization. PR does not warrant that the Smartphone Apps will work with ID Cards that are not provided by PR or are not produced from the PBIS Rewards service. Although the Smartphone Apps generally work with other ID Card systems that use a barcode or QR Code, it is important that Organization test compatibility to ensure that the Apps work satisfactorily.

Desktop Web Portal Requirements

A computer capable of running a modern browser with current software updates applied such as:

- Chrome (latest version)
- Microsoft Edge (latest version)
- Firefox (latest version)
- Safari (latest version)

The computer must have Internet access and be capable of communicating with the website https://app.pbisrewards.com. The PBIS Rewards service including the Smartphone Apps and the Desktop Web Portal are provided as a cloud-hosted solution.

Pricing

Pricing for the use of the software consists of a per school base fee plus a per student fee. The number of students is based on the school's best estimate of the number of active students they will have at peak enrollment. If the number of active students is 5% or more than the estimate, an additional charge may be invoiced. All pricing is in US Dollars (USD).

Description	Years	Qty	Price	Ext Price	
PBIS Rewards Service Base Fee	5	1	$500.00	$2,500.00	USD
PBIS Rewards Per Student Fee	5	640	$1.95	$6,240.00	USD
Multi-year Contract Discount		1	-$1,748.00	-$1,748.00	USD
Total Price				**$6,992.00**	USD

*** ***ID Badges and Lanyards are not included.*** ***

*** ***The Advanced Referral System add-on is not included.*** ***

Payment

Organization will be invoiced immediately upon execution of this agreement or upon PR receiving a purchase order. Incorporated into this Agreement are the Payment and Billing Policies of PR which are at https://www.pbisrewards.com/policies/bpp/. Organization acknowledges and agrees to the terms of the PR Billing and Payment Policy.

Support

Helpdesk support is available during standard business hours to any Staff or Admin user in the PBIS Rewards System for the Organization. The preferred method for initiating a helpdesk request is to use the PBIS Rewards Support Website:

https://support.pbisrewards.com/help

Users can also call in to request support by calling toll-free 1-844-458-7247. This number is answered Monday-Friday 8am to 5pm (Central Time Zone) with exceptions for the standard recognized US holidays.

Services

PR will permit Organization to access its PBIS Rewards Services and the related software applications (the 'Services') for use in the Positive Behavior Interventions and Support program implemented by Organization.

PBIS Rewards Terms of Service

This proposal is a contract for services and is covered by the PBIS Rewards Terms of Service dated July 26, 2018. A copy of the PBIS Rewards Terms of Service can always be found at:

https://www.pbisrewards.com/policies/platform-terms-of-service/

If PBIS Rewards updates the PBIS Rewards Terms of Service, the Organization will be notified that there is a new version available. By default, the PBIS Rewards Terms of Service dated July 26, 2018 will remain the legally-binding version. If it so chooses, the Organization may notify PBIS Rewards in writing that it adopts the new version which then becomes the legally-binding version of the PBIS Rewards Terms of Service.

The PBIS Rewards Terms of Service covers the following: a) Acceptable Use; b) Student Data Privacy; c) FERPA; d) COPPA; e) PPRA. Additionally, where applicable, it covers state-specific policies.

Termination by PBIS Rewards

Notwithstanding anything to the contrary contained in this Agreement, PR may suspend or discontinue part or all of the Services or terminate this Agreement immediately upon notice to Organization for any of the following reasons: (i) Organization fails to pay any invoice within thirty (30) days from the date of invoice, provided PR gives Organization notice and an opportunity to cure its payment default within seven business days of such notice; (ii) Regulatory or other governmental actions which adversely affect the cost of providing the Services, determined in PR's sole discretion; (iii) Organization furnishes false or misleading customer information; (iv) Organization fails, in PR's sole discretion, to maintain satisfactory credit qualifications; (v) Organization fails to provide timely information or data necessary for activating the Services; (vi) Organization does not comply with any applicable software licensing agreements, if any; (vii) Organization becomes subject to voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceedings; makes an assignment for the benefit of creditors; or admits in writing its inability to pay its debts; or (viii) a Prohibited Use has occurred. In such cases, PR may terminate this Agreement or any portion of the Service.

Limited Warranty

Organization warrants that it has completed due diligence on the fitness of the PBIS Rewards service. PBIS Rewards warrants that the PBIS Rewards Service will work as outlined in the user documentation provided via the PBIS Rewards support site at https://support.pbisrewards.com and makes no implied warranties. PBIS Rewards will fix any Defect of operation of the software in a timely manner which will not extend beyond 60 days from the first discovery of the Defect. A Defect is any operation or non-operation of the software where it does not perform as described on the support website. Requests to change how the software operates will not constitute a Defect. Any warranty claim must be brought within 180 days from date of purchase for which PR may choose to either repair, replace, or refund the purchase price.

Limitation of Liability

In no event shall PR be liable for any damages including, without limitation, incidental or consequential damages that Organization alleges to have suffered as a result of the Services or the failure of the Services or any costs or expenses for labor or other expenses incurred by reason of the use of any defective goods, access interruption, or loss of information arising out of the use of or inability to use the Services, even if PR has been advised of the possibility of such damages. Any action for PR's breach of this Agreement must be commenced by Organization within 180 days after the cause of action occurs.

Security Protocols

Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. PR shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by the Organization. Organization agrees to train staff members on security protocols and

ensure passwords are maintained in a secure environment to minimize unauthorized access.

Agreement

This Agreement, including the PR Billing and Payment Policy and the PBIS Rewards Terms of Service dated July 26, 2018 which are incorporated herein, supersedes all proposals, oral or written, and all communications between the parties relating to the subject matter of this Agreement. This Agreement may not be altered, amended, modified or discharged in any way whatsoever except by subsequent instrument in writing signed by a duly authorized agent of PR and Organization.

COPYRIGHT. All title, including, but not limited to, copyrights in and to the Services, other related materials, and any copies thereof are owned by PR. All rights not expressly granted are reserved by PR.

DAMAGES UPON TERMINATION. In the event that PR at any time terminates the Service for any default by Organization, in addition to any other remedies PR may have at law or in equity, PR may recover from Organization all damages PR may incur by reason of such default, including reasonable attorney's fees. No failure of PR to exercise any power given PR hereunder, or to insist upon strict compliance by Organization of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of PR's right to demand exact compliance with the terms hereof.

NOTICE. All notices that are required or permitted to be given under Agreement shall be in writing, duly signed by the party giving such notice, and transmitted either by personal delivery or by registered or certified mail with return receipt and postage prepaid. All such notices shall be effective immediately upon personal delivery or mailing to the addressee. The address of either party may be changed by notice to the other party given pursuant to this paragraph. For purposes of all notices or communications required or permitted to be given hereunder, the addresses of the parties hereto shall be as indicated below:

PR:	Motivating Systems, LLC dba PBIS Rewards 223 NW 2nd St, Suite 300 Evansville IN 47708 United States	ORGANIZATION:	Excelsior Middle School 3555 North Tenth St. Marion, IA 52302 United States

WAIVER. No waiver by either party of any default in the performance of any part of this Agreement by the other party shall be deemed to be a continuing waiver of any future default or a waiver of any other default hereunder. This Agreement and all referenced parts constitute the complete and entire agreement between PR and Organization.

VENUE. Any suit relating to this agreement must be brought in a court of competent jurisdiction in Vanderburgh County, Indiana. This agreement shall be interpreted and governed by the laws of the State of Indiana. If any provision, part, or term of this agreement is in conflict with any law in the State of Indiana, the remaining provisions, parts, or terms shall be unaffected and shall remain valid and in force. In the event of any litigation between Organization and PR relating to this agreement, each Party agrees to bear its own attorney and legal fees.

SEVERABILITY. If any provision, clause or part of this Agreement or application thereof to any person or circumstance is held invalid or unconscionable, such invalidity or unconscionability shall not affect other provisions or applications of this Agreement which can be given effect without the invalid or unconscionable provision or application, and to this end the provisions of this Agreement are declared to be severable.

AUTHORITY. The individuals executing this Agreement on behalf of the undersigned represent and warrant that such person is duly authorized to execute and deliver this Agreement on behalf of the undersigned and that this Agreement is binding upon the undersigned in accordance with its terms.

ADDENDUM. This agreement also has an addendum labeled as "**Attachment A**".

EXECUTION OF AGREEMENT. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. Signatures on this Agreement transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

The pricing in this proposal is valid for 60 days.

In accepting this agreement, Organization agrees to the work and terms as outlined in this proposal dated April 23, 2021. To accept the terms of this proposal please sign and deliver this document to Motivating Systems, LLC dba PBIS Rewards via email at sales@pbisrewards.com or fax at 812-660-9040.

		PBIS REWARDS USE ONLY	
SIGN:		SIGN:	
PRINT:		PRINT:	Pat Heck
TITLE:		TITLE:	President
FOR:	Excelsior Middle School	FOR:	PBIS Rewards

Attachment A

PBIS Rewards and Organization agree that the following terms/paragraphs override the terms/paragraphs in the contract.
Upon execution of agreement, PR will invoice Organization for year one of the contracted years. All future years of the term will be invoiced on or about July 1 of the subsequent years. Should Organization request delayed invoicing up to October 1 upon execution of agreement, PR will invoice Organization on the requested delayed date and its anniversary for the duration of the term of this agreement.

No other terms of the service proposal shall be negated as a result of this addendum.

AHLERS COONEY ATTORNEYS

Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com

Elizabeth A. Grob
515.246.0305
bgrob@ahlerslaw.com

May 3, 2021

VIA E-MAIL

J.T. Anderson
Linn-Mar Community School District
2999 North 10th Street
Marion, IA 52302

Re: Bond Counsel and Disclosure Counsel Engagement Agreement
Proposed Issuance of Approximately $29,000,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2021 (the "Bonds")

Dear J.T.:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond and disclosure counsel to the Linn-Mar Community School District (the "Issuer") in connection with the issuance of the Bonds. The Bonds will be secured by the statewide School Infrastructure Sales, Services and Use Tax Revenues and are being issued to currently refund the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2012 dated October 1, 2012; the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2013 dated June 4, 2013; the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2014E dated October 21, 2014; and the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2020 dated May 5, 2020. We understand you have engaged Piper Sandler & Co. as your Financial Advisor. While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond and disclosure counsel services described herein.

SCOPE OF ENGAGEMENT

Bond Counsel

In the role of Bond Counsel, we will provide the following services:

(1) Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal income tax purposes.

(2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents.

(3) Review legal issues relating to the structure of the Bond issue.

(4) Review or prepare those sections of the official statement (the "Offering Documents") to be disseminated in connection with the sale of the Bonds that describe the terms of the Bonds, Iowa and federal law pertinent to the validity of the Bonds, the tax status of interest on the Bonds, and the Bond Opinion.

(5) Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.

(6) File an appropriate Form 8038 with the IRS after Closing.

As bond counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Disclosure Counsel

As Disclosure Counsel to the District, we will work with the District, including the officers and employees, the Financial Advisor, and other parties to this transaction to provide the following services:

1. Consult with District officials, District staff and District's Underwriter and/or Dissemination Agent concerning disclosure requirements, questions and issues relating to the initial issuance of the Bonds and concerning continuing disclosure requirements.

2. Attend, upon request, any meeting of the District or any meeting of District staff relating to disclosure matters that pertain to the District's issuance of the Bonds.

3. Review the District's preliminary and final official statements, prepared by the financial advisor, in connection with the Bond offering for Issuer's review and approval, with the assistance of District officials and staff.

4. Review all Bond documents prepared in connection with the issuance of the Bonds to the extent such documents involve or affect disclosure matters.

5. Consult with District officials and staff regarding all matters relating to continuing disclosure requirements that pertain to the Bonds, specifically to include those imposed by Securities and Exchange Commission Rule 15c2-12.

6. Provide the District such other legal services and advice with respect to the Bonds as are traditionally provided by disclosure counsel.

Subject to the completion of proceedings to our satisfaction, we will render our written advice addressed to the District stating that, in the course of our participation in the preparation of the Official Statement, no information has come to our attention which leads us to believe that the Official Statement (excluding the financial and demographic information or charts, engineering and statistical data, financial

statements, statements of trends and forecasts, information concerning any bond insurance and The Depository Trust Company, included in the Official Statement, and in the Appendices, as to which we will not express any opinion or view) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. In rendering our advice, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. During the course of the engagement, we will rely on the District's staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

The written advice rendered hereunder will be dated and executed and delivered by us at Closing and will be based on existing law as of its date. Upon delivery of our written advice and the filing of all appropriate closing documents, our responsibilities as disclosure counsel will be concluded with respect to the issuance of the Bonds.

COOPERATION

To enable us to provide effective representation, the District agrees to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) cooperate fully with us in all matters relating to the engagement. During the course of this engagement, we will rely on the District staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and the security for the Bonds.

LIMITATIONS

The duties covered by this engagement are limited to those expressly set forth above. Our fee ***does not*** include the following services, or any other matter not required to render our Bond Opinion or written advice as Disclosure Counsel:

(a) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.

(b) Drafting state constitutional or legislative amendments.

(c) Pursuing test cases or other litigation, such as contested validation proceedings.

(d) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

(e) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).

(f) Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements;

(g) After Closing, providing continuing advice to the District or any other party concerning disclosure issues or questions that relate to the Bonds, e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities.

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written engagement will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (h)–(l) below, are not included in this Agreement, nor will they be provided by us at any time.

(h) Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the District, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds.

(i) Acting as an underwriter, or otherwise marketing the Bonds.

(j) Acting in a financial advisory role.

(k) Preparing blue sky or investment surveys with respect to the Bonds.

(l) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion or written advice as Disclosure Counsel.

Our representation of the Issuer and the attorney-client relationship created by this Agreement will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the completed Internal Revenue Service Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue

doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Bond Fees:

The fee we charge for services rendered under this Agreement for Bonds for which we give a Bond Opinion and written advice as Disclosure Counsel is based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith. We estimate our fee as Bond Counsel to be $30,000 and as Disclosure Counsel to be $7,500. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount stated above; (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the services outlined above but we will do so in the event that circumstances require.

In addition to the above fee, we will bill for all customary client charges made or incurred on your behalf, such as travel costs reimbursement, photocopying, deliveries, computer-assisted research, bond printing, and other related expenses. We estimate that such charges will not exceed $500. We will contact you prior to incurring expenses that exceed this amount.

Billing Matters:

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion and written advice as Disclosure Counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion and written advice as Disclosure Counsel). My current hourly rate is $350. Work performed by other attorneys will be billed at their current hourly rate. Associate attorneys begin at $200, and work by legal assistants will be billed at $125. The hourly rates reflected herein are subject to our periodic review and adjustment – typically annually.

Other Advice:

If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, (iii) the impact of specified actions on tax-exempt status of outstanding Bonds, or (iv) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney performing the services. Statements for any such additional services shall be submitted periodically, but no less frequently than semi-annually.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

******

Please carefully review the terms and conditions of this Agreement. ***If the above correctly reflects our mutual understanding, please so indicate by returning a copy of this letter signed and dated by the Board President, retaining the original for your file.***

If you have questions regarding any aspect of the above or our representation as Bond Counsel or Disclosure Counsel, please do not hesitate to contact me.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,

AHLERS & COONEY, P.C.

Elizabeth A. Grob

Elizabeth A. Grob

EAG:nj
Enclosures

Accepted and Approved this _____
day of _____, 2021:

LINN-MAR COMMUNITY SCHOOL DISTRICT

By _____
President of the Board of Directors

01880682-1\18139-055

PIPER | SANDLER

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on April 30, 2021 by and between Linn-Mar Community School District, Iowa (the "Client" or the "Client") and Piper Sandler & Co. ("Piper Sandler" or the "Financial Services Provider"). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. Scope of Services.

(A) ***Services to be provided***.

Piper Sandler is engaged by the Client to provide services with respect to the planned issuance of the Client's 2021 School Infrastructure Sales, Services & Use Tax Revenue Refunding Bonds (the Issue) and any additional issues to be identified in an amendment to the Agreement.

(B) ***Scope of Services.*** The Client and Piper Sandler intend and agree that the Scope of Services to be provided respecting the Issue(s) shall consist of the following:

Debt Security Services

1. As requested by the Client, provide alternative debt retirement schedules including estimates of interest cost savings associated with the refinancing
2. Comment on the value and recommend as to the use of credit ratings; coordinate the process securing credit rating
3. Propose bond terms for the securities being sold
4. Develop a timeline with respect to the issuance of proposed securities
5. Act as scrivener for the Client's official statement. Circulate drafts to the Client, its bond and disclosure counsel, and incorporate all of the Client's (and its bond and disclosure counsel's) input and modification to reflect the particular disclosure requirements for this Client and this type of security.
6. Upon completion of the official statement by the Client, distribute Client's official statement to potential bidders via I-Deal.
7. Respond to questions from underwriters
8. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
9. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of the Client
10. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
11. Evaluate and recommend the bids received to the Client for consideration
12. Prepare and submit post-sale analysis to Client, including but not limited to preparation of final debt maturities, cost of issuance summaries, pricing and debt service schedules, issue price and re-offering verification, bond yield verifications, weighted average maturity, and refunded bond statistics (WAM, savings, etc.).
13. Coordinate the closing of the transaction
14. Attend meetings of the Client's governing body, as requested

For Services Respecting Official Statement. The antifraud provisions of the federal securities laws apply to statements made by Clients, whether made in a Preliminary Official Statement, a final Official Statement, (collectively, "Offering Documents") on a website or in a rating agency presentation (if reasonably expected to reach investors) or if made by Clients in connection with secondary market information required to be disseminated under relevant contracts. Under Rule 10b-5 (adopted pursuant to Section 10(b) of the Securities Exchange Act of 1934), it is unlawful for any person, in connection with the disclosures made above, to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading. The Client hereby acknowledges its responsibility with respect to compliance with federal securities laws and represents

its intention to comply in all respects with federal securities laws.

Piper Sandler will assemble the preliminary and final official statement from information received from you, third parties and your agents, such as bond counsel. Piper Sandler will rely on you to provide us with accurate and complete information, access to relevant personnel and agents, and your final approval to the distribution and use of the preliminary and final official statements to carry out these duties. In addition you agree to allow us to rely on any opinion or representation of you or your counsel as to the accuracy or completeness of the preliminary and final official statement.

II. Limitations on Scope of Services.

In order to clarify the extent of our relationship, Piper Sandler is required under MSRB Rule G-42[1] to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

The Scope of Services does not include evaluating advice or recommendations received by you from third parties. The Client acknowledges it intends to issue the Bonds on a tax exempt basis and further acknowledges the Client's continuing covenants and responsibilities regarding tax exemption that will be contained in the Bond Documents, including the Tax Exemption Certificate and Bond Resolution. Client acknowledges that the services provided by Piper Sandler are not intended to be construed as tax advice with respect to the issuance of the Bonds.

To the extent that we provided the Client and bond counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are made using software licensed to the Financial Services Provider by a third party vendor, DBC, and are provided for informational purposes only. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel.

To assist us in complying with our duties to our regulators, you agree that if we are asked to evaluate the advice or recommendations of third parties, you will provide us written direction to do so.

The Client has selected Ahlers & Cooney P.C. as bond counsel ("Bond Counsel") and has not relied on Piper Sandler for any assistance selecting Bond Counsel, Piper Sandler is not party to the engagement agreement between Client and Bond Counsel, including having a working knowledge of any limitations under said agreement; and Piper Sandler shall assume no responsibility for the work or opinions provided by Bond Counsel; and

The Client will select a nationally recognized bond counsel to serve the Client as disclosure counsel ("Disclosure Counsel") and will not rely on Financial Services Provider for any assistance selecting Disclosure Counsel. Client will direct Disclosure Counsel to address their 10(b)5 opinion, or a reliance therein, to the Financial Services Provider.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing.

No Subordination of claim by Bondholders to the Tax. It is understood that the intent of this Agreement surrounds the issuance by the Client of School Infrastructure Sales, Services & Use Tax Revenue Bonds, obligations that have a direct, first lien claim against the future receipts of the School Infrastructure Sales Tax, without current or future subordination. The Client will take no action, at any time, that causes the claim that bondholders have against the School Infrastructure Sales Tax to become subordinated to others' claims. The Bond Resolution drafted by legal counsel shall include language that specifically prohibits any action that would subordinate the claim by bondholders' to a first lien position on the School Infrastructure Sales Tax. The Client shall engage legal counsel with clear direction that the Bond Resolution shall include such direction.

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1 See MSRB Rule G-42(c)(v).

The Client hereby acknowledges receipt of a letter from FINANCIAL SERVICES PROVIDER dated May 4, 2021 entitled "New Required Disclosures under MSRB Rule G-42 and Affirmation of Certain Aspects of Our Relationship", (the "Letter"), a copy of which is attached as Appendix A hereto. The parties hereby agree that the Letter is fully incorporated into and forms a part of this Contract.

III. Amending Scope of Services.

The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. Compensation.

Compensation is contingent on size of bond issue or nominal value of product and contingent on closing. The fee will be calculated as not to exceed 0.5% of the par amount of securities issued, with a minimum of $19,500. Compensation is payable in immediately available funds at closing.

V. IRMA Matters.

If the Client has designated Piper Sandler as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Sandler, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Sandler and Client agrees not to represent, publicly or to any specific person, that Piper Sandler 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, outside the Scope of Services without Piper Sandler's prior written consent.

VI. Piper Sandler's Regulatory Duties When Servicing the Client.

MSRB Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the Client in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Sandler know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the Client, if any or by others that Piper Sandler reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Sandler any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. Expenses.

Piper Sandler will be responsible for all of Piper Sandler's out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper Sandler for their expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

The Client will reimburse Piper Sandler in addition to the fees outlined in this section for the preparation, distribution, printing and mailing costs associated with the preliminary and final official statement for the Issue contemplated herein at a cost of $2,500.

In addition to the fees and expenses outlined in this section, the Client agrees engage competent Bond and Disclosure Counsel and to direct their Bond and Disclosure Counsel to provide Piper Sandler, without limitation, copies of any due diligence efforts performed. Client shall direct Disclosure Counsel to address its 10(b)5 opinion, or a reliance letter therein (in form acceptable to Piper Sandler) to Piper Sandler. In the event that the Client either does not engage Disclosure Counsel, or Disclosure Counsel does not address its opinion, or reliance therein, to Piper Sandler, the Client agrees to reimburse Piper Sandler for the expense of an independent counsel to Piper Sandler, and Client further agrees to take part in all reasonable requests for due diligence necessary for said Counsel to Piper Sandler to render their opinion.

VIII. Term of Agreement.

The term of this Agreement shall begin on the date of execution set forth above or on the date of any amendment hereto respecting a Project and shall terminate on completion of the Project.

So long as Piper Sandler is performing pursuant to this Agreement, the Client may not terminate this Agreement at any time prior to completion of the Project. In the event of non-performance on the part of Piper Sandler, the Client shall first give written notice to Piper Sandler of the specific event of non-performance, and shall allow Piper Sandler 30-days to remedy the specific item of non-performance, prior to termination. If Piper Sandler fails to remedy the specific item of non-performance within the prescribed 30-day period of time, then the Client may, at that point, terminate this Agreement by providing payment to Piper Sandler for all Reasonable Fees.

Piper Sandler may terminate this Agreement at any time, however, in the event of termination, only the sum of the reasonable fees earned, whether previously billed to the Client or not (if not previously paid) shall be due and payable.

Reasonable Fees shall mean: With respect to each component of Bonds, the gross fee for that component of bonds multiplied by the ratio that is the total amount of time, in months, that have passed since the execution of this Agreement divided by the total amount of time, in months, necessary to financial closing of the component of Bonds in question. By way of example, if the Agreement is executed on January 1, 2021, and the expected completion of one component of Bonds is September 1, 2021 (that being 8 months), and the Agreement is terminated on July 1, 2021 (6 months after execution), then the ratio shall be gross fee multiplied by (6/8).

The provisions of Sections 3, 10, 11, 14 and 15 shall survive termination of this Agreement.

IX. Independent Contractor.

The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

X. Entire Agreement/Amendments.

This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

XI. Required Disclosures.

MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Sandler's Disclosure Statement attached as Appendix A to this Agreement.

XII. Client To Provide Information and Documents to Underwriter.

The Client agrees to provide to the Financial Services Provider all documents on which the Client has relied for purposes of certifying the Client is not aware of a material fact, nor has the Client omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, with respect to the issuance of the Bonds. The Client also agrees to complete answers and provide any documents requested by the Financial Services Provider and its counsel as part of due diligence requested

by the Financial Services Provider in compliance with its duties and obligations with respect to MSRB, SEC or other regulatory requirements

XIII. Confidentiality, Disclosure of Information.

All information, files, records, memoranda, and other data of Client, which Client provides to the Financial Services Provider, marked as "confidential" in writing ("Client Information"), shall be deemed by the parties to be the property of Client.

In the event the Financial Services Provider is required by law to disclose any Client Information (including by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) that is prohibited or otherwise constrained by this Agreement, it will, to the extent practicable, provide the Client (only in the event that it is not prohibited from doing so by court or regulatory order or otherwise) with prompt notice so that the Client may seek a protective order or other appropriate remedy. Such disclosure is specifically authorized by this Agreement, but the Financial Services Provider will furnish only that portion of the Client Information that is legally required

Client Information shall not include any information that: (a) was in Financial Service Provider's or its Representative's possession prior to receipt thereof from the Client (including all or any part of the information that is substantially related or similar to any product or program which the Financial Service Provider's or its Representatives have designed, developed, structured, offered or sold on or prior to the date of this Agreement); (b) is or hereafter becomes, through no act or failure to act on the part of the Financial Services Provider, part of the public or is otherwise available to the public or can be readily derived, in whole or in part, from information which is or becomes part of the public domain or is otherwise available to the public; (c) is provided by a third party not known by the Financial Services Provider to be under any obligation of confidentiality to the Client (d) is independently developed by the Financial Services Provider without recourse to the Confidential Information (e) was disclosed pursuant to Client's consent (f) is required to be disclosed pursuant to MSRB Rule G-47 or (g) is information included in a preliminary or final official statement which is compliant with SEC Rule 15c2-12.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be deemed to (a) restrict or affect the rights or ability of the Financial Services Provider to comply with all applicable disclosure laws, regulations and principles in connection with the offering and sale of securities by Client, (b) prevent the Financial Services Provider from retaining documents or other information in connection with the offering of securities by Client, including any document or other information disclosed to Client, or (c) restrict or affect the rights or ability of the Financial Services Provider to use any such documents or other information in investigating or defending itself against allegations or claims made or threatened by purchasers, regulatory authorities or others in connection with such an offering or sale of securities.

XIV. Limitation of Liability.

In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the Client. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XV. Indemnification.

The Client will indemnify and hold harmless Piper Sandler, each individual, corporation, partnership, trust, association or other entity controlling Piper Sandler, any affiliate of Piper Sandler or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and

agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that the Official Statement, the information about the Client or any information provided by the Client to the Underwriter included (as of any relevant time) or includes an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) arising out of or based upon the breach by the Client of any agreement, covenant or representation made in or pursuant to this Bond Issuance Resolution, Tax Exemption Certificate, or any purchase agreement between the Client and the purchaser of the Bonds

XVI. Official Statement.

The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper Sandler.

XVII. Notices.

Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

Linn-Mar Community School District
2999 North 10th Street
Marion, IA 52302

J. T. Anderson, Chief Financial Officer
319-447-3000
jtanderson@linnmar.k12.ia.us

Or to the Financial Services Provider at:

Piper Sandler & Co.
3900 Ingersoll Avenue, Suite 110
Des Moines, IA 50312

Matthew R. Gillaspie, Managing Director
515-247-2353
Matthew.Gillaspie@psc.com

With a copy to:

Piper Sandler & Co.
Legal Department
800 Nicollet Mall, Suite 900
Minneapolis, MN 55402

XVIII. Consent to Jurisdiction; Service of Process.

The parties each hereby (a) submits to the jurisdiction of any Federal court sitting in Des Moines, Iowa for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a Federal court sitting in Des Moines, Iowa and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XIX. Choice of Law.

This Agreement shall be construed and given effect in accordance with the laws of the state of Iowa.

XX. Counterparts; Severability.

This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XXI. Waiver of Jury Trial.

The parties each hereby agree to waive any right to a trial by jury with respect to any claim, counterclaim or action arising out of or in connection with this agreement or the transactions contemplated hereby or the relationship between the parties. parties agree to waive consequential and punitive damages.

XXII. No Third Party Beneficiary.

This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXIII. Authority.

The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Sandler's performance of its activities under this Agreement:

J. T. Anderson, Chief Financial Officer

The following individuals at Piper Sandler have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Matthew R. Gillaspie, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Piper Sandler & Co.

By: _____
Matthew R. Gillaspie
Its: Managing Director

Date: _____

ACCEPTED AND AGREED:

Linn-Mar Community School District

By: _____
Name:
Its: Board President

Date: _____

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) Disclosures of Conflicts of Interest.

The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler 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.

Compensation-Based Conflicts.
The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

Transactions in Client's Securities.
As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

(B) Disclosures of Information Regarding Legal Events and Disciplinary History.
The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. Most Recent Change in Legal or Disciplinary Event Disclosure. Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) How to Access Form MA and Form MA-I Filings.
Piper Sandler'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/edgar/searchedgar/companysearch.html. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. 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 Piper Sandler 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 Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at http://brokercheck.finra.org, and Piper Sandler'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, Piper Sandler's CRD number is 665.

(D) Future Supplemental Disclosures.

As required by the Rule, 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 Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Exhibit 904.7

Amendment Agreement to Serve as Dissemination Agent for Secondary Market Disclosure

May 4, 2021

Linn-Mar Community School District
2999 10th Street
Marion, Iowa 52302

Re: Agreement to Serve as Dissemination Agent for Secondary Market Disclosure, dated May 18, 1997 (the "Dissemination Agreement") between Piper Sandler & Co. ("Piper") and Linn-Mar Community School District, Iowa, (the "Issuer")

Pursuant to the Agreement between Piper the Issuer, Piper agreed to provide certain dissemination services to the Issuer respecting its contractual obligation to disseminate certain continuing financial and operating information to the marketplace. The parties to the Dissemination Agreement hereby agree to amend the Dissemination Agreement to add the following subject securities:

Name of Issue	Date of Undertaking
School Infrastructure Sales, Services & Use Tax Revenue Refunding Bonds	Series 2021
(current refunding Series 10/1/2012 + 6/4/2013 + 10/21/2014 + 5/5/2020)	

A copy of the Undertaking is in the final transcript with respect to the Bonds.

The parties hereto agree that this letter amendment amends the Dissemination Agreement and is fully incorporated therein in all its terms.

Entered into on behalf of Piper by

Matthew R. Gillaspie via e-mail Date: May 4, 2021

Matthew R. Gillaspie
Managing Director

Entered into on behalf of Linn-Mar Community School District by

_____ Date: _____

Name:
Title: Board President