

April 7, 2021

Denelle Gonnerman, CFO
Cedar Falls Community School District
1002 West First Street
Cedar Falls, IA 50613

Re: Engagement Letter with Piper Sandler & Co.
\$32,900,000 Sales Tax Revenue Bond issuance

Dear Denelle:

We understand that the Cedar Falls Community School District, Iowa (the "Issuer" or "you") wishes to issue School Infrastructure Sales, Services & Use Tax Revenue Bonds (to finance a portion of the District's new High School project), (collectively, the "Bonds," the "Bond Issue" or the "Project") and has selected Piper Sandler & Co. ("Piper Sandler", the "Underwriter", the "Placement Agent", or "we") to serve as underwriter or placement agent for the proposed issuance. We appreciate the opportunity to serve you in this manner. This letter will serve as an agreement regarding the terms of this engagement. In addition, we would like to take this opportunity to set forth some pertinent information about the financing process.

Although Piper Sandler intends to work closely with you during the period preceding the pricing and sale of the proposed Bond Issue with the aim of timely completion of the financing, we are not herein making a final commitment to underwrite bonds until certain events have occurred. Such a commitment is subject to, among other things, satisfactory completion and execution of all final documentation for an offering (including a Bond Purchase Agreement containing all provisions necessary to satisfy federal securities laws and the rules of the Municipal Securities Rulemaking Board, and all other applicable rules and regulations); absence of any material adverse change in the financial markets or in the financial condition, operations or prospects of the Issuer; receipts of all required governmental approvals and appropriate legal opinions; an underwriter's review ("due diligence") of the offering documents, as required under federal securities laws; the negotiation of appropriate indemnification; state blue sky reviews, as appropriate; and credit approval by Piper Sandler. This Agreement is therefore not a final commitment by Piper Sandler, express or implied, to underwrite, place, or purchase any securities, nor does it obligate the Underwriter to enter into a Bond Purchase Agreement. While we do not anticipate difficulties in the course of the proposed financing, and look forward to a successful conclusion to this engagement, we prefer to identify these conditions to our final commitment at the outset.

During the term of our engagement, we will, as appropriate to the Transaction:

- a) consult with you in planning and implementing the Transaction;
- b) prepare various options and numbers to financing the project as requested
- c) assist with securing a rating on the proposed Bonds
- d) assist you in preparing any transaction materials (the "Transaction Materials") we mutually agree are beneficial or necessary to the consummation of the Transaction;
- e) assistance with disclosure counsel and/or underwriter's counsel regarding the preparation of the official statement
- f) assist you in preparing for due diligence conducted by potential investors;
- g) identify potential investors and use our reasonable commercial efforts to assist in arranging sales of the Securities to investors;
- h) If a portion of any financing considered includes an advance refunding, subscribe for SLGS or acquire U.S. Treasury securities as agent for and on behalf of the Issuer
- i) consult with you in structuring the investment; and
- j) Coordinate the closing effort for the Bonds

During the course of the engagement, Piper will participate in discussions with bond counsel, finance officials or internal legal counsel of the Issuer to assist in advising the Issuer, as part of the underwriting process, of various financial structures for the proposed offering and their probable reception in the municipal bond markets.

The Underwriter will perform due diligence respecting any offering documents as part of their obligation under federal securities laws. If a final commitment to underwrite the Bonds is approved by the Underwriter, and subject to the conditions described above, the Underwriter will underwrite the Bonds and manage a public offering of the Bonds. Further details regarding the underwriting will be set forth in a Bond Purchase Agreement to be executed at the time of pricing of the Bonds. The Issuer and its chosen counsel agree to cooperate with and assist the Underwriter in connection with such duties.

Compensation. As compensation for Piper Sandler's services, the Issuer will pay Piper Sandler a fee to be determined by the nature of the offering as set forth in Schedule A hereto. Fees will be payable to the Underwriter in the form of an underwriter's discount on the Bond Issue as set forth therein. The fees, disbursements and other charges of the Underwriter's outside legal counsel will be added to the underwriter's discount. The Underwriter shall select such counsel in its sole discretion. Fees payable to the Placement Agent in the form of a placement agent fee shall be paying in immediately available funds, due at closing. The fee shall not be payable in the event the Transaction does not occur, other than for non performance by You.

Termination. The Issuer may not terminate this Agreement at any time prior to completion of the Project other than for non performance on the part of the Underwriter, in which case the Issuer may terminate this agreement, and upon such termination, all fees due to the Underwriter for time served assisting with the Project shall be due and payable immediately by the Issuer. The Underwriter may terminate this Agreement at any time on 30 days written notice.

Assignment. Neither the Underwriter nor the Issuer shall have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other party. In the event of acquisition of the Underwriter by a third party firm, notice shall be given to the Issuer regarding the acquisition and the Issuer shall have the opportunity to consent to the assignment of this Agreement, which consent shall not be unreasonably withheld.

No Advisory or Fiduciary Role. You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. In rendering such services, we will act as an independent contractor. You acknowledge and agree that: (i) the primary role of Piper Sandler, as a placement agent or underwriter, is in an arms-length commercial transaction between you and Piper Sandler and Piper Sandler has financial and other interests that differ from your interests (ii) Piper Sandler is not acting as a municipal advisor, financial advisor or fiduciary to you or any other person or entity and has not assumed any advisory or fiduciary responsibility to you with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Sandler has provided other services or is currently providing other services to you on other matters) (iii) the only obligations Piper Sandler has to you with respect to the Transaction contemplated hereby expressly are set forth in this Agreement and (iv) you have consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate in connection with the Transaction contemplated herein.

No Recourse for Tax Matters. No recourse shall be had against the Underwriter for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Issuer 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 the Bonds or otherwise relating to the tax treatment of interest on the Bond.

Governance. This Agreement will be governed by, and construed in accordance with, the laws of the State of Iowa, without regard to principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. The Issuer and the Underwriter each hereby irrevocably waive any right they may have to a trial by jury in respect of any claim based upon or arising out of this Agreement or the transactions contemplated hereby.

Consent to Jurisdiction; Service of Process, Jury Trial. The parties each hereby (a) submits to the jurisdiction of the Federal court sitting in Des Moines, Iowa with respect to any actions and proceedings arising out of or relating to this Agreement, (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 the 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. 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.

Issuer To Provide Information and Documents to Underwriter. The Issuer agrees to provide to the Underwriter all documents on which the Issuer has relied for purposes of certifying the Issuer is not aware of a material fact, nor has the Issuer 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 Issuer also agrees to complete, and agrees to cause its agents and consultants to complete, upon request, answers and provide any documents requested by the Underwriter as part of due diligence requested by the Underwriter in compliance with the Underwriters duties and obligations with respect to MSRB, SEC or other regulatory requirements

Representations, Warranties and Agreements of the Issuer. You represent and warrant to, and agree with us, that:

- a) the Securities will be sold by you in compliance with the requirements for exemptions from registration or qualification of, and otherwise in accordance with, all federal and state securities laws and regulations;
- b) you agree to be responsible for the accuracy and completeness of any Transaction Materials to the extent of federal securities laws applicable to the Transaction. You agree to notify us promptly of any material adverse changes, or development that may lead to any material adverse change, in your business, properties, operations, financial condition or prospects and concerning any statement contained in any Transaction Material, or in any other information provided to us, which is not accurate or which is incomplete or misleading in any material respect;
- c) you will make available to us such documents and other information which we reasonably deem appropriate and will provide us with access to your officers, directors, employees, accountants, counsel and other representatives; it being understood that we will rely solely upon such information supplied by you and your representatives without assuming any responsibility for independent investigation or verification thereof; and
- d) at the closing, you will permit us to rely on your representations and warranties, and cause your counsel to permit us to rely upon any opinion, furnished to any purchaser of Securities.

Miscellaneous. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. This Agreement may not be amended or otherwise modified or waived except by an instrument in writing signed by both the Underwriter and Issuer except that to the extent that any term of an executed Bond Purchase Agreement conflicts with the terms of this Agreement, in which case the terms of the Bond Purchase Agreement shall have precedence.

This letter agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this letter agreement. The invalidity or unenforceability of any provision of this agreement will not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect. You and us will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions. This agreement is solely for the benefit of you and us, and no other person [(other than the Indemnified Persons set forth in Annex A hereto)] will acquire or have any rights by virtue of this agreement.

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to Piper Sandler & Co., the enclosed original copy of this Agreement.

Very truly yours,

Travis R. Squires
Managing Director

Please acknowledge your acceptance by indicating below:

Signature _____

Name _____

Title _____

Date on which this letter is executed by the Issuer: _____

Acknowledgement of Approval of Engagement and Confirmation of Receipt of the Appendix A and B Disclosures.

Schedule A – Maximum Fees

Underwriter

Actual takedowns, plus actual fees, plus management Fee (to be disclosed);
Maximum of 0.375% of the gross proceeds issued

Placement Agent

Maximum of 0.375% of the par amount of bonds sold

Appendix A – G-17 Disclosure

Thank you for engaging Piper Sandler & Co. to serve as your underwriter or placement agent. We are writing to provide you with certain disclosures relating to the captioned bond issue (Bonds), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).¹

Piper Sandler & Co. intends to serve as an underwriter or placement agent, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our underwriting services, we may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following G-17 conflict of interest disclosures are now broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures.

Dealer-Specific Conflicts of Interest Disclosures

Piper Sandler has identified the following actual or potential² material conflicts of interest:

- We have entered into a separate agreement with Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Bonds. Under that agreement, we will share with Charles Schwab & Co., a portion of the fee or commission paid to us.
- You may elect to retain us to serve as a bidding agent with respect to the investment of the proceeds of the Bonds. We will be separately compensated for serving in that capacity.

Standard Disclosures

- Disclosures Concerning the Underwriters' Role:
 - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
 - The underwriters' primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
 - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
 - The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
 - The underwriters will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.³
- Disclosures Concerning the Placement Agent Role:
 - MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors.
 - Our primary role in this transaction is to facilitate the sale and purchase of municipal securities between you and one or more investors for which we will receive compensation.

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

² When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

³ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

- o Unlike a municipal advisor, a placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - o The placement agent has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
 - o In the event an official statement is prepared, the placement agent will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.⁴
- Disclosures Concerning the Underwriters' Compensation:
 - o The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.
- Disclosures Concerning the Placement Agent's Compensation:
 - o The placement agent will be compensated by a fee that was negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the placement agent fee will be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

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

Please note that nothing in this letter should be viewed as a commitment by the underwriters or placement agent to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

You have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately. We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above. Otherwise, an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgment that you received these disclosures.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

⁴ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

Appendix B – Fixed Rate Bonds

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“Fixed Rate Bonds”), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.⁵

General Obligation Bonds. “General obligation (GO) bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. The debt service on “unlimited tax” GO bonds are paid from ad valorem taxes which are not subject to state constitutional property tax millage limits, whereas “limited tax” GO Bonds are subject to such limits.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds generally will have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds. “Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit, and you (or, if you are a conduit issuer, the obligor, as described in the following paragraph) are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a

⁵ The discussion of security characteristics is limited to general obligation and revenue bond structures. This summary should be expanded and modified, as necessary, for other security structures, such as bonds that are secured by a double-barreled pledge (general obligation and revenues), annual appropriations or a moral obligation of the issuer or another governmental entity. If the security for the bonds is known at the time this disclosure is provided to the issuer, include only those portions relevant to the actual security for the bonds.

tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds) may be issued by a governmental issuer acting as a conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

The description above regarding "Security" is only a summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue bonds):

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not enough to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Bonds payable from the general fund, particularly bonds without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General Fund Obligations that are Project Based. Some general fund obligations are issued for projects which are expected to generate revenues that will pay for some or all of the debt service on the bonds. In the event the project does not generate the anticipated levels of revenues available for debt service, or, in the extreme case, does not create any revenue available for debt service, you may need to make payments from other available general fund revenues. This may force you to reduce other expenditures or to make difficult decisions about how to pay your debt service obligation while meeting other expenditure needs.

General Fund Obligations that are Subject to Annual Appropriation. Some general fund obligations require that debt service is subject to annual appropriation by your governing body. If your governing body decides not to appropriate payments for debt service, your credit ratings may be

negatively impacted and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance.

For all bonds, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required.

Reinvestment Risk. You may have proceeds from the issuance of the bonds available to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to several requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

Annex A

You agree to (i) indemnify and hold harmless us, our affiliates (within the meaning of the Securities Act of 1933), and each of our respective partners, directors, officers, agents, consultants, employees and controlling persons (within the meaning of the Securities Act of 1933) (each of Piper Sandler and such other person or entity is hereinafter referred to as an "Indemnified Person"), from and against any losses, claims, damages, liabilities and expenses, joint or several, and all actions, inquiries, proceedings and investigations in respect thereof, to which any Indemnified Person may become subject arising out of or in connection with our engagement or any matter referred to in the agreement to which this Annex A is attached and of which this Annex A forms a part (the "Agreement"), regardless of whether any of such Indemnified Persons is a party thereto, and (ii) periodically reimburse an Indemnified Person for such person's legal and other expenses as may be incurred in connection with investigating, preparing, defending, paying, settling or compromising any such action, inquiry, proceeding or investigation, whether or not such action, inquiry, proceeding or investigation is initiated or brought by you, your creditors or stockholders, or any other person. You are not responsible under clause (i) of the foregoing sentence for any losses, claims, damages, liabilities or expenses to the extent that such loss, claim, damage, liability or expense has been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by such Indemnified Person due to such person's gross negligence or willful misconduct. To the extent that any prior payment you made to an Indemnified Person is determined to have been improper by reason of such Indemnified Person's gross negligence or willful misconduct, such Indemnified Person will promptly pay you such amount.

If the indemnity or reimbursement referred to above is, for any reason whatsoever, unenforceable, unavailable or otherwise insufficient to hold each Indemnified Person harmless, you agree to pay to or on behalf of each Indemnified Person contributions for losses, claims, damages, liabilities or expenses so that each Indemnified Person ultimately bears only a portion of such losses, claims, damages, liabilities or expenses as is appropriate (i) to reflect the relative benefits received by each such Indemnified Person, respectively, on the one hand and you and your stockholders on the other hand in connection with the Transaction or Sale, or (ii) if the allocation on that basis is not permitted by applicable law, to reflect not only the relative benefits referred to in clause (i) above, but also the relative fault of each such Indemnified Person, respectively, and you as well as any other relevant equitable considerations; provided, however, that in no event will the aggregate contribution of all Indemnified Persons to all losses, claims, damages, liabilities or expenses in connection with any Transaction or Sale exceed the amount of the fee actually received by us pursuant to the Agreement. The respective relative benefits received by us and you in connection with any Transaction or Sale will be deemed to be in the same proportion as the aggregate fee paid or proposed to be paid to Piper Sandler in connection with the Transaction or Sale bears to the aggregate consideration paid or proposed to be paid in the Transaction or Sale, whether or not consummated.

Promptly after its receipt of notice of the commencement of any action or proceeding, any Indemnified Person will, if a claim in respect thereof is to be made against you pursuant to this letter, notify you in writing of the commencement thereof; but omission so to notify you will not relieve you from any liability which you may have to any Indemnified Person, except your obligation to indemnify for losses, claims, damages, liabilities or expenses to the extent that you suffer actual prejudice as a result of such failure, but will not relieve you from your obligation to provide reimbursement of expenses and any liability which you may have to an Indemnified Person otherwise than hereunder. If you so elect, you may assume the defense of such action or proceeding in a timely manner, including the employment of counsel (reasonably satisfactory to us) and payment of expenses, provided you permit an Indemnified Person and counsel retained by an Indemnified Person at its expense to participate in such defense. Notwithstanding the foregoing, in the event (i) you fail promptly to assume the defense and employ counsel reasonably satisfactory to us, or (ii) the Indemnified Person has been advised by counsel that there exist actual or potential conflicting interests between you or your counsel and such Indemnified Person, an Indemnified Person may employ separate counsel (in addition to any local counsel) to represent or defend such Indemnified Person in such action or proceeding, and you agree to pay the fees and disbursements of such separate counsel as incurred; provided however, that you will not, in connection with any one such action or proceeding, or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for fees and expenses of more than one separate firm of attorneys (in addition to any local counsel).

You will not, without our prior written consent, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought under the Agreement, unless such settlement, compromise or consent

includes an express, complete and unconditional release of us and each other Indemnified Person from all liability and obligations arising therefrom. Without your prior written consent, which will not be unreasonably withheld, delayed or conditioned, no Indemnified Person will settle or compromise any claim for which indemnification or contribution may be sought hereunder. Notwithstanding the foregoing sentence, if at any time an Indemnified Person requests that you reimburse the Indemnified Person for fees and expenses as provided in the Agreement, you agree that you will be liable for any settlement of any proceeding effected without your prior written consent if (i) such settlement is entered into more than 30 days after receipt by you of the request for reimbursement, and (ii) you will not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement.

You also agree that no Indemnified Person will have any liability (whether in contract, tort or otherwise) to you or your affiliates, directors, officers, employees, agents, creditors or stockholders, directly or indirectly, related to or arising out of the Agreement or the services performed thereunder, except losses, claims, damages, liabilities and expenses you incur which have been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by such Indemnified Person due to such person's gross negligence or willful misconduct. In no event, regardless of the legal theory advanced, will any Indemnified Person be liable for any consequential, indirect, incidental, special or punitive damages of any nature. Your indemnification, reimbursement, exculpation and contribution obligations in this Annex A will be in addition to any rights that any Indemnified Person may have at common law or otherwise.

You understand that in the event that you reimburse Piper Sandler pursuant to this Annex A for the fees and expenses of its counsel, such reimbursement will be made on the basis of counsel's generally applicable rates, which may be higher than the rates that counsel charges Piper Sandler for other matters based on arrangements that it has entered into with such counsel.

Capitalized terms used, but not defined in this Annex A, have the meanings assigned to such terms in the Agreement.

PRELIMINARY LOAN PARTICIPANT PACKAGE

Cedar Falls Community School District, Iowa ("Issuer")



**School Infrastructure Sales, Services & Use Tax Revenue Bonds
Series 2021**

FINANCING PACKAGE AS OF APRIL 8, 2021

Proposals due April 30, 2021

CLOSING ANTICIPATED JUNE 15, 2021

PIPER | SANDLER

Placement Agent

The attached document is being sent to you as a prospective purchaser in connection with a private placement identified by Piper Sandler & Co. Piper Sandler & Co. has not independently verified the information contained herein or otherwise made any further investigation of the bonds, the credit of the borrower and any obligor, the collateral and the bond terms. Neither Piper Sandler & Co. nor any of its affiliates, partners, officers, agents, employees or representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of such information. See last page for additional disclaimers. Purchasers will be expected to complete their own due diligence if selected.

THE INFORMATION CONTAINED IN THIS PACKET HAS BEEN ASSEMBLED FOR THE PURPOSES OF OBTAINING A FINANCING (THROUGH THE ISSUANCE OF THE BONDS AS DESCRIBED HEREIN) FROM PROSPECTIVE PURCHASERS. THE INFORMATION HAS BEEN PROVIDED BY THE ISSUER OF THE BONDS.

TO THE BEST OF THE ISSUER'S KNOWLEDGE THIS INFORMATION IS ACCURATE, BUT THE INFORMATION IN THIS PACKET IS NOT INTENDED TO REPRESENT ALL OF THE INFORMATION THAT A PROSPECTIVE PURCHASER MAY CONSIDER RELEVANT TO REVIEW IN CONNECTION WITH APPROVING AND ENTERING INTO THIS TRANSACTION. IT IS EXPECTED THAT PROSPECTIVE PURCHASERS WILL CONDUCT THEIR OWN REVIEW OF THE PROPOSED TRANSACTION AND WILL ASK FOR ANY OTHER INFORMATION THAT THEY DETERMINE IS APPROPRIATE IN MAKING A FINAL DECISION IN CONNECTION WITH THIS TRANSACTION.

PROSPECTIVE PURCHASERS SHOULD UNDERSTAND THAT PIPER SANDLER'S ROLE IS LIMITED SOLELY TO ASSISTING THE ISSUER IN STRUCTURING THIS TRANSACTION.

THE TERM SHEET CONTAINED HEREIN SUMMARIZES THE PROPOSED STRUCTURE(S) OF THE TRANSACTION. THE ACTUAL TRANSACTION WILL BE AS SET FORTH IN A FINAL PURCHASE AGREEMENT AND OTHER TRANSACTION DOCUMENTS PREPARED BY THE ISSUER'S BOND COUNSEL. THESE FINAL DOCUMENTS WILL GOVERN THE TRANSACTION.

THE INFORMATION IN THIS PACKET IS DELIVERED ON A CONFIDENTIAL BASIS FOR USE SOLELY IN THE CONSIDERATION OF THE TRANSACTION. THE INFORMATION MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE PERMISSION OF THE ISSUER.

This document may contain statements which should be considered "forward-looking statements," meaning they refer to possible future events or conditions. Such statements may be identifiable by the words such as "may," "will," "should," "plans," "expects," "anticipates," "estimates," "believes," "budget," or similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties, and other factors which may cause actual results, performance, or achievements described to be materially different from any future results, performance, or achievements expressed or implied by such forward-looking statements. We therefore caution against placing substantial reliance on such forward-looking statements. All forward-looking statements included within any document are made only as of the date such document is labeled current. The [Issuer] does not expect or intend to issue any updates or revisions to those forward-looking statements.

Summary of Offering Terms

Issuer	Cedar Falls Community School District, Iowa (the “Issuer”)
Issue	School Infrastructure Sales, Services & Use Tax Revenue Bonds Series 2021 (the “Bonds”)
Amount	Approx. \$32,900,000
Purpose	i) finance construction related to the District’s new high school project in combination with a future issuance of approximately \$69,900,000 of General Obligation School Bonds to be sold at a later date for the same project (already have voter authority), and ii) cost of issuance on the bonds
Expected closing	June 15, 2021 (estimated)
Principal Payments	Annually June 1, 2022 through June 1, 2041
Interest Payments	Semiannually beginning June 1, 2022
Interest Rate Locks Derivatives	No proposal will be considered that includes any sort of interest rate lock, hedge or derivative component between the Issuer and a counter-party. Such language is not intended to preclude the prospective purchaser from entering into an interest rate lock, hedge or derivative instrument with any counter party, which does not include the Issuer.
Call feature	The initial call date of the Bonds will be determined by your bid proposal. There is a space on the bid form where each bidder can designate the initial call date as part of their bid. The call date will be one factor used in determining the winning proposal. The Issuer desired a call feature no later than June 1, 2028.
Tax Status	Interest payments on the Bonds will be exempt from federal income taxation.
Bank Qualification	Bonds will be designated by the Issuer “qualified tax exempt obligations”.
Form of Bond	Physically registered Bonds will be delivered to the purchaser with or without CUSIP’s as you so dictate.
Investor Letter	<p>A form of investor letter is attached as Appendix A to this term sheet. <u>Unless Piper Sandler obtains a written representation in the following form as part of the investor letter or otherwise, Piper Sandler will be required under its regulatory authority to obtain a CUSIP for the bonds:</u></p>

The Purchaser is a bank, any entity directly or indirectly controlled by a bank, or under common control with a bank (other than a dealer registered under the Exchange Act), or a consortium of such entities; [or Purchaser is a municipal entity purchasing the securities with funds that are, at least in part, proceeds of, or fully or partially secure or pay, the purchasing entity’s issue of municipal obligations (e.g. state revolving fund or bond bank] and the Purchaser is purchasing the Bonds solely for its own account for investment purposes only, with a present intent to hold the securities until maturity, early redemption or mandatory tender (subject to the understanding that disposition of Purchaser’s property will remain at all times within its control).

The Investor Letter will specify that the Purchaser acknowledges that: (a) no official statement is being prepared; (b) it has undertaken an

independent review of the credit and been provided with all information necessary to Purchase the Bonds; (c) it intends to hold the Bonds until maturity and does not intend to resell the Bonds; and (d) it will seek consent from the Borrower prior to selling or disposing of the Bonds

See bid form for a location to certify to the above. Or, if you will not be returning the bid form and instead will provide your proposal in some other written form you must include the above paragraph in your proposal, or something materially the same as the above, or CUSIP number must be assigned to the bond.

Other Covenants	None, unless specified clearly and specifically in comments you may add to the Bid Form or Offer Letter.
Confidentiality	SEC Rule 15(c)2-12. The Purchaser acknowledges that SEC Rule 15(c)2-12 includes a requirement that the incurrence of a financial obligation (not otherwise required to be reported to EMMA) is now required to be reported to EMMA, including details regarding the obligation, the covenants, events of defaults, remedies, rights and other terms. Purchaser acknowledges that this obligation cannot be ignored by virtue of any request for confidential treatment by the Purchaser, and as such, all documents under this transaction will not be treated as confidential for purpose of disclosure to third parties or treated as confidential records under the Iowa Open Records law.
Registrar & Paying Agent	UMB Bank, N.A. Kansas City, MO and West Des Moines, IA
Legal Opinion	Ahlers & Cooney, P.C. Des Moines, IA
Municipal Advisor	Speer Financial, Inc., Chicago, IL and Waterloo, IA
Placement Agent	Piper Sandler & Co., Minneapolis, MN and Des Moines, IA
Issuer Audits:	https://auditor.iowa.gov/audit-reports
Bond holders' Risks	<p>The Bonds are not secured by any form of property taxation.</p> <p>The Bonds are secured by the existing SAVE Tax. Collections of the SAVE Tax can fluctuate from time to time based on the enrollment of the Issuer, the statewide total public school enrollment and actual collections of sales taxes in the State. Changes in revenues per year could be meaningful.</p> <p>The Bonds will have limited liquidity. The Bonds are not expected to trade due to the lack of an official statement and the restrictions under the Purchase Agreement.</p>
Source of Security	<p>The Bonds are paid from the \$0.01 school infrastructure sales tax (the "SAVE Tax"). The SAVE tax expires January 1, 2051, unless extended by an act of the Legislature.</p> <p>The Bonds are not paid from any form of property taxation, are not general obligations and do not constitute an obligation where the Issuer's "full faith and credit" is pledged to repayment of the Bonds.</p>
Revenue Purpose Statement	The District's voters approved a District-wide Revenue Purpose Statement (RPS) at election held March 3, 2020 which is valid through January 1, 2051.
Additional Debt Covenant	No bonds with a lien senior to this issue exist. No subordinate lien bonds

exist. No parity bonds exist.

No bonds with a lien senior to this issue may be issued. No additional parity lien obligations secured by the Tax (see "Source of Security" herein) may be issued without coverage, as certified by an independent FA or CPA, of 1.20x.

Reserve Fund

The Issuer prefers to not fund a reserve fund. However, if required, the Reserve Fund secures the Bonds and does not secure or cross-collateralize any other series of future bonds, if any. Additional Bonds may be authorized with or without a reserve fund at the option of the Issuer and the terms and conditions of the purchase of such Additional Bonds. The Reserve Fund, if required, would only secure the Bonds.

Other Covenants

None, unless specified clearly and specifically in comments you may add to the Bid Form or Offer Letter.

Collection and Remittance of the Sales Tax

The Tax is collected by the retailers in the State and remitted at the end of each calendar month to the State. The State Department of Revenue remits the tax to the school corporations on the last day of the next month. The Act requires the State Department of Revenue and Finance (the "Department") to, annually prior to August 15, estimate the amount of revenue that will be remitted to the school corporations for the fiscal year beginning each July 1. The Department is required to remit 95% of the annual estimate to the school corporations in monthly installments over the fiscal year, and is allowed to retain 5% of the estimate until the end of the fiscal year, at which time the Department completes an audit of the actual receipts and the actual remittances of the Tax. The Department then reconciles the difference between the actual receipts and the estimated remittances and remits the remaining balance to the school corporations on or around November 1 for the fiscal year ending the previous June 30 (the "Reconciliation Payment"). It is possible that the Reconciliation Payment is a negative number if actual receipts were less than expected receipts by an amount greater than 5%.

The Tax is remitted to each school corporation in the State based on actual enrollment for the fiscal year in question. The actual enrollment for a fiscal year is determined by a count of those students registered to attend the school corporation as of October 1st of the previous October (as may be amended from time to time). Each school corporation receives an equal amount of revenue per pupil from the Tax.

With the extension of the Tax from 12/31/2029 to 1/1/2051 a change to the calculation of the remittance to schools was made¹. Previously an annual allocation of 2.1% of available revenues were diverted to the Property Tax Equity Relief fund ("PTER"). Effective July 1, 2019 that amount will increase to 3.1% and allows for an annual increase of 1% each subsequent year if the growth in total SAVE revenues per year exceed 2.0%. For example, if FY2020 SAVE revenues actually grow at 4.00% there will be a 1% increase in the distribution amount to the PTER fund, making that amount 4.1% instead of 3.1%, and passing on to the schools 3.00% instead of 4.00% growth. In any given year if the annual growth of the SAVE revenues is less than 2.00% no additional amount will be diverted to the PTER fund. The maximum amount of SAVE dollars that can be diverted is 30.00%. The amounts diverted now to the PTER fund will be divided among schools in two categories; one portion being shared by schools above the statewide average base tax levy rate, and the other portion shared by all schools equally. The 2019 legislation also created a category of annual competitive grant funds that will be administered through the State Department of Education for career academy infrastructure and equipment. This fund will be established with \$1.0 million available in FY2020, and the fund may grow when the prior fiscal years growth rate exceeds 2.50%; which would trigger an increase in the allocation of 0.50% of total SAVE revenues going towards the career academy fund. The maximum annual amount that could be diverted in the future to this career academy fund would be \$5 million. The future diversion of these amounts, as estimated by the Iowa Legislative Services Agency (LSA), are now factored into the coverage estimates you see in the tables to follow.

Exhibit A – Financing Information

Table 1: Estimated Payment Schedule (1) (2)

Date	Existing		Dated: 6/15/2021		Total Sales Tax Debt Payments
	Principal Payments	Interest	Principal Payment	Interest	
12/1/20	0	242,578			
6/1/21	2,310,000	242,578			2,795,155
12/1/21	0	187,998			
6/1/22	1,385,000	187,998	1,500,000	709,204	3,970,199
12/1/22	0	173,680		368,950	
6/1/23	1,935,000	173,680	1,000,000	368,950	4,020,260
12/1/23	0	154,118		357,200	
6/1/24	2,205,000	154,118	750,000	357,200	3,977,635
12/1/24	0	131,965		348,388	
6/1/25	2,225,000	131,965	850,000	348,388	4,035,705
12/1/25	0	109,603		338,400	
6/1/26	2,250,000	109,603	850,000	338,400	3,996,005
12/1/26	0	86,978		328,413	
6/1/27	2,275,000	86,978	850,000	328,413	3,955,780
12/1/27	0	64,090		318,425	
6/1/28	2,300,000	64,090	850,000	318,425	3,915,030
12/1/28	0	40,940		308,438	
6/1/29	2,725,000	40,940	600,000	308,438	4,023,755
12/1/29	0	13,728		301,388	
6/1/30	1,445,000	13,728	1,500,000	301,388	3,575,230
12/1/30	0	0		283,763	
6/1/31	0	0	2,200,000	283,763	2,767,525
12/1/31	0	0		257,913	
6/1/32	0	0	2,195,000	257,913	2,710,825
12/1/32	0	0		232,121	
6/1/33	0	0	2,195,000	232,121	2,659,243
12/1/33	0	0		206,330	
6/1/34	0	0	2,195,000	206,330	2,607,660
12/1/34	0	0		180,539	
6/1/35	0	0	2,195,000	180,539	2,556,078
12/1/35	0	0		154,748	
6/1/36	0	0	2,195,000	154,748	2,504,495
12/1/36	0	0		128,956	
6/1/37	0	0	2,195,000	128,956	2,452,913
12/1/37	0	0		103,165	
6/1/38	0	0	2,195,000	103,165	2,401,330
12/1/38	0	0		77,374	
6/1/39	0	0	2,195,000	77,374	2,349,748
12/1/39	0	0		51,583	
6/1/40	0	0	2,195,000	51,583	2,298,165
12/1/40	0	0		25,791	
6/1/41	0	0	2,195,000	25,791	2,246,583
Totals:	21,055,000	2,411,350	32,900,000	9,452,966	65,819,316

- (1) The Average maturity based on the preliminary debt structure is 12.27 years
(2) Preliminary, subject to change

Table 2: Estimated Sources of Fund

	Amount
Par Amount of Bonds	32,900,000
Issuer Cash Contribution	
Total	32,900,000

Table 3: Estimated Uses of Fund

	Amount
Project Funds	32,701,090
Issuance Costs	198,910
Surplus	TBD
Total	32,900,000

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Exhibit B: General Demographic information

Table 1: Population

2010 Census: 40,251

Table 2: Recent History of Issuer's Property Tax Collection¹

Levy Year	Fiscal Year	Amount Levied	Amount Collected(2)	Percent Collected
2010	2011-12	\$19,611,619	\$19,620,549	100.05%
2011	2012-13	20,995,786	20,782,040	98.98%
2012	2013-14	22,853,489	22,720,486	99.42%
2013	2014-15	21,482,508	21,261,265	98.97%
2014	2015-16	21,243,908	21,081,789	99.24%
2015	2016-17	22,572,740	22,485,509	99.61%
2016	2017-18	27,505,897	27,474,490	99.89%
2017	2018-19	27,778,452	27,746,837	99.89%
2018	2019-20	29,043,274	28,847,585	99.33%
2019	2020-21	29,535,059	---- In Collection ----	

Notes:

- (1) Source: the State of Iowa Department of Management and the District. Includes amounts for Utility Replacement.
- (2) Includes delinquent taxes.

Table 3: Overlapping & Underlying Direct Debt of Municipalities Within Issuers Geographic Footprint

Taxing Authority	Outstanding Debt	Applicable Percent	Applicable Amount	Ratio to District Actual Value	Ratio to District Taxable Value
City of Cedar Falls	11,670,000	100.00%	11,670,000	0.32%	0.53%
Black Hawk County	27,860,000	36.13%	10,065,818	0.28%	0.45%
Hawkeye Community College (3)	3,860,000	20.55%	793,230	0.02%	0.04%

Total Overlapping & Underlying Debt: 22,529,048

Notes:

- (1) Source: the District, Audited Financial Statements and EMMA for the City, County and Community College overlapping debt.
- (2) As of January 11, 2021.
- (3) Excludes \$13,090,000 in Industrial New Jobs Training Certificates, which are retired by proceeds from anticipated job credits from withholding taxes.

Table 4: Recent History of Assessed Valuation Within Issuers Boundaries

Actual Valuation						
Valuation as of January	2020	2019	2018	2017	2016	2015
<u>Fiscal Year</u>	<u>2021-22</u>	<u>2020-21</u>	<u>2019-20</u>	<u>2018-19</u>	<u>2017-18</u>	<u>2016-17</u>
Residential:	2,761,158,702	2,713,784,200	2,592,937,130	2,520,073,530	2,437,449,478	2,370,285,730
Agricultural Land:	26,958,670	27,041,690	39,247,780	39,648,810	45,060,950	44,798,370
Ag Buildings:	1,848,880	1,769,510	2,301,000	2,289,460	2,939,090	2,876,420
Commercial:	482,226,213	521,281,119	511,531,195	456,933,640	419,924,451	313,638,780
Industrial:	22,134,290	26,431,240	26,340,230	26,340,230	26,365,770	15,846,890
Multiresidential:	88,249,795	95,453,551	97,575,308	106,097,086	75,448,376	79,418,514
Personal RE:	0	0	0	0	0	0
Railroads:	5,060,931	4,530,692	4,322,266	4,317,911	4,270,046	4,259,141
Utilities:	3,868,765	5,094,130	6,042,711	5,598,372	5,581,317	6,018,004
Other:	0	0	0	0	0	0
Total Valuation:	3,391,506,246	3,395,386,132	3,280,297,620	3,161,299,039	3,017,039,478	2,837,141,849
Less Military:	2,939,124	3,078,024	3,179,884	3,163,216	3,294,708	3,359,528
Net Valuation:	3,388,567,122	3,392,308,108	3,277,117,736	3,158,135,823	3,013,744,770	2,833,782,321
TIF Valuation:	214,886,440	148,986,656	114,635,085	143,676,524	168,742,323	293,865,782
Utility Replacement:	61,918,299	66,863,603	68,175,864	63,078,663	65,096,995	57,971,366
Taxable Valuation						
Valuation as of January	2020	2019	2018	2017	2016	2015
<u>Fiscal Year</u>	<u>2021-22</u>	<u>2020-21</u>	<u>2019-20</u>	<u>2018-19</u>	<u>2017-18</u>	<u>2016-17</u>
Residential:	1,550,159,748	1,494,003,643	1,475,731,233	1,401,677,622	1,386,934,876	1,315,457,394
Agricultural Land:	22,653,518	22,034,437	22,000,210	21,556,297	21,352,870	20,655,093
Ag Buildings:	1,553,630	1,441,856	1,295,998	1,251,123	1,401,035	1,326,231
Commercial:	420,411,688	466,000,219	458,227,157	408,268,660	373,596,579	274,656,005
Industrial:	17,464,742	21,759,201	21,740,858	21,730,579	21,731,216	12,556,453
Multiresidential:	56,170,806	68,010,666	72,883,872	83,551,475	62,227,878	68,498,493
Personal RE:	0	0	0	0	0	0
Railroads:	4,554,837	4,077,624	3,890,040	3,886,120	3,843,042	3,833,227
Utilities:	3,812,623	5,094,130	6,042,711	5,598,372	5,581,317	6,018,004
Other:	0	0	0	0	0	0
Total Valuation:	2,076,781,592	2,082,421,776	2,061,812,079	1,947,520,248	1,876,668,813	1,703,000,900
Less Military:	2,939,124	3,078,024	3,179,884	3,163,216	3,294,708	3,359,528
Net Valuation:	2,073,842,468	2,079,343,752	2,058,632,195	1,944,357,032	1,873,374,105	1,699,641,372
TIF Valuation:	212,187,379	133,902,299	104,625,052	133,875,589	155,010,642	268,498,450
Utility Replacement:	6,520,110	7,532,763	8,176,799	7,855,246	8,568,609	5,764,587
		Valuation	Actual	% Change in	Taxable	% Change in
		<u>Year</u>	<u>Valuation</u>	<u>Actual</u>	<u>Valuation</u>	<u>Taxable</u>
			<u>w/ Utilities</u>	<u>Valuation</u>	<u>w/ Utilities</u>	<u>Valuation</u>
		2020	3,665,371,861	1.59%	2,292,549,957	3.23%
		2019	3,608,158,367	4.28%	2,220,778,814	2.27%
		2018	3,459,928,685	2.82%	2,171,434,046	4.09%
		2017	3,364,891,010	3.61%	2,086,087,867	2.41%
		2016	3,247,584,088	1.95%	2,036,953,356	3.19%
		Average Historical Growth (2015 - 2020):		3.17%		2.99%

Exhibit C – Information about the SAVE Tax

Table 1: Certified Enrollment History

<u>Count Date</u>	<u>Fiscal Year</u>	<u>Total</u>
October-13	2015	4,859.1
October-14	2016	4,907.3
October-15	2017	5,052.1
October-16	2018	5,146.8
October-17	2019	5,127.5
October-18	2020	5,237.6
October-19	2021	5,371.4
October-20	2022	5,456.4

Table 2: Historic Sales Tax Collections (1)

The statewide tax became effective on a statewide basis beginning July 1, 2008 and is effective through January 1, 2051. Prior to July 1, 2008 the tax was implemented on a county-by-county basis. Presented below is the actual collection history for the period noted on a cash basis:

<u>Period Ending June 30</u>	<u>Cash Basis Actual Collection</u>	<u>Accrual Basis Actual Collection</u>
2013	4,158,288	4,127,836
2014	4,230,658	4,215,581
2015	4,483,000	4,628,240
2016	4,627,427	4,628,240
2017	4,747,651	4,796,174
2018	5,000,628	4,783,739
2019	5,102,981	5,237,032
2020	5,430,291	5,344,531
2021	5,472,923	5,375,124

1. The Iowa Legislature approved the extension of the SAVE tax from 12/31/2029 to 1/1/2051 on April 25, 2019 which was subsequently signed into law by the Governor and took effect 7/1/2019. The voters of the District approved a new Revenue Purpose Statement on March 3, 2020 which, by statute, is valid through January 1, 2051.

Table 3: Pro-Forma Future Revenues & Estimated Coverage

Period Ending June 30	Combined P&I (1)	Estimated Collection (2) (3)	Estimated Coverage	Estimated Collection (2) (3)	Estimated Coverage
2021	2,795,155	5,375,124	1.92	5,375,124	1.92
2022	3,970,199	5,572,787	1.40	5,638,806	1.42
2023	4,020,260	5,559,529	1.38	5,709,932	1.42
2024	3,977,635	5,559,529	1.40	5,795,581	1.46
2025	4,035,705	5,559,529	1.38	5,882,514	1.46
2026	3,996,005	5,559,529	1.39	5,970,752	1.49
2027	3,955,780	5,559,529	1.41	6,060,313	1.53
2028	3,915,030	5,559,529	1.42	6,151,218	1.57
2029	4,023,755	5,559,529	1.38	6,243,486	1.55
2030	3,575,230	5,559,529	1.56	6,337,139	1.77
2031	2,767,525	5,559,529	2.01	6,432,196	2.32
2032	2,710,825	5,559,529	2.05	6,528,679	2.41
2033	2,659,243	5,559,529	2.09	6,626,609	2.49
2034	2,607,660	5,559,529	2.13	6,726,008	2.58
2035	2,556,078	5,559,529	2.18	6,826,898	2.67
2036	2,504,495	5,559,529	2.22	6,929,302	2.77
2037	2,452,913	5,559,529	2.27	7,033,241	2.87
2038	2,401,330	5,559,529	2.32	7,138,740	2.97
2039	2,349,748	5,559,529	2.37	7,245,821	3.08
2040	2,298,165	5,559,529	2.42	7,354,508	3.20
2041	2,246,583	5,559,529	2.47	7,464,826	3.32
2042	0	5,559,529		7,576,798	
2043	0	5,559,529		7,690,450	
2044	0	5,559,529		7,805,807	
2045	0	5,559,529		7,922,894	
2046	0	5,559,529		8,041,737	
2047	0	5,559,529		8,162,363	
2048	0	5,559,529		8,284,799	
2049	0	5,559,529		8,409,071	
2050	0	5,559,529		8,535,207	
2051	0	3,799,012		5,911,405	

1. Assumes no change in statewide enrollment and revenue per student from estimated fiscal year 2021 levels by the Department of Revenue (\$1,018.90 per student).
2. Assumes 1.5% annual increase in statewide revenue per student beginning fiscal year 2021-22 with no change in statewide enrollment
3. Assumes no change in District enrollment from Fall 2020 Enrollment Count
4. Assumes payment schedules as outlined in Exhibit A - Table 1

School districts throughout Iowa have experienced declining enrollment, and future projections of coverage based upon enrollment estimates may be materially different than reflected above. Additionally, COVID-19 represents an unknown impact upon future estimated revenues due to potential changes in the collection of revenues associated with the Statewide Sales Tax, which may also impact future revenue estimates and coverage.

Table 4: Actual Historic Taxable Retail Sales History – State of Iowa

Year Ending June 30th**	Taxable Sales	Annual % Growth
2020	40,012,648,955	-0.285%
2019	40,127,136,504	2.027%
2018	39,329,964,558	0.959%
2017	38,956,511,944	1.398%
2016	38,419,499,789	2.380%
2015	37,526,318,978	4.683%
2014	35,847,612,592	3.009%
2013	34,800,587,136	0.760%
2012	34,537,967,263	4.966%
2011	32,904,016,683	3.007%
2010	31,943,592,540	-4.816%
2009	33,559,887,619	1.423%
2008	33,089,024,825	4.561%
2007	31,645,718,767	1.727%
2006	31,108,387,657	4.372%
2005	29,805,300,584	2.426%
2004	29,099,277,162	1.374%
2003	28,704,897,783	0.908%
2002	28,446,628,916	-0.179%
2001	28,497,729,275	3.305%
2000	27,586,079,482	3.046%
1999	26,770,708,316	5.676%
1998	25,332,748,804	3.277%
1997	24,528,959,504	4.228%
1996	23,534,006,709	4.776%
1995	22,461,226,855	4.825%
1994	21,427,415,422	4.985%
1993	20,410,006,777	4.647%
1992	19,503,730,902	4.275%
1991	18,704,127,896	4.183%
1990	17,953,167,720	5.229%
1989	17,061,104,576	5.398%
1988	16,187,378,730	3.840%
1987	15,588,803,568	

**Prior to 2009 the fiscal year was through March 31st

Official Bid Form – Page 1

To: Governing body of Cedar Falls Community School District, Iowa (the “Issuer”)

Re: \$32,900,000* School Infrastructure Sales, Services & Use Tax Revenue Bonds, Series 2021 (the “Bonds”)

For all or none of the above Bonds, in accordance with the Terms of Offering, we will pay you \$32,900,000* and accrued interest, if any, to date of delivery for Bonds bearing interest rates and maturing on June 1st in each of the stated years as follows:

<u>Coupon</u>	<u>Due June 1st</u>	<u>Coupon</u>	<u>Due June 1st</u>
_____	2022	_____	2032
_____	2023	_____	2033
_____	2024	_____	2034
_____	2025	_____	2035
_____	2026	_____	2036
_____	2027	_____	2037
_____	2028	_____	2038
_____	2029	_____	2039
_____	2030	_____	2040
_____	2031	_____	2041

We elect to have the Bonds issued as one term Bond**: ☐ YES ☐ NO

We will designate the next available call date to be: _____
(an example would be: “Callable 6/1/2025 at Par” or “Callable Anytime with 30-days’ Notice”)

We ☐ WILL ☐ WILL NOT require the establishment of a Debt Service Reserve Fund, funded to a level meeting all tax code requirements. We understand that if we do require such a reserve fund this will add meaningful levels of ongoing administrative expenses to the District and will reduce upfront proceeds available for the project which will also be factored into determining an overall winning proposal. The District prefers that no DSRF be required.

We ☐ WILL ☐ WILL NOT require the assignment of CUSIP numbers to the Bonds. Even if CUSIP numbers are assigned, the Bonds will be physically registered and delivered to the purchaser.

Confirm this statement: ☐ YES The Purchaser is a bank, any entity directly or indirectly controlled by a bank, or under common control with a bank (other than a dealer registered under the Exchange Act), or a consortium of such entities; or Purchaser is a municipal entity purchasing the securities with funds that are, at least in part, proceeds of, or fully or partially secure or pay, the purchasing entity’s issue of municipal obligations (e.g. state revolving fund or bond bank) and the Purchaser is purchasing the Bonds solely for its own account for investment purposes only, with a present intent to hold the securities until maturity, early redemption or mandatory tender (subject to the understanding that disposition of Purchaser’s property will remain at all times within its control). **IF YOU CANNOT CONFIRM THIS STATEMENT CUSIP NUMBERS MUST BE ASSIGNED.**

*The total principal amount is subject to change based upon actual project costs and costs of issuance known on the bid date. By presenting this bid we are accepting any changes that are necessary to the final debt service schedule once all final dates and costs are known. Changes, if any, will be reasonable and will be circulated promptly once a bid has been accepted.

**If we choose to have the Bonds issued as one term Bond (with only one CUSIP number; but still following the annual principal repayment structure with a mandatory sinking fund) we understand that only ONE flat interest rate can be assigned to all maturities.

SEC Rule 15(c)2-12. The Purchaser acknowledges that SEC Rule 15(c)2-12 includes a requirement that the incurrence of a financial obligation (not otherwise required to be reported to EMMA) is now required to be reported to EMMA, including details regarding the obligation, and any material terms including covenants, events of defaults, remedies, rights and other financial terms. Purchaser acknowledges that it will not require the issuer to agree to treat as confidential the material terms of the financial obligation. Certain purchaser information, including contact information account numbers or other personally identifiable information may be excluded from disclosure to EMMA.

The Bonds will be physically registered and delivered to the purchaser. This bid is for prompt acceptance and for delivery of said Bonds to us in compliance with the Terms of Offering, which is made a part of this proposal by reference.

Bidding Institution Name & City

Taxpayer ID of Institution

Authorized Signature of Bidder

E-mail Address of Bidder

Phone Number

Written Name & Title

The foregoing offer is hereby accepted by and on behalf of the Governing Body of the Cedar Falls Community School District, State of Iowa, this 30th day of April, 2021.

Board President

District Secretary

Appendix A - Form of Investor Letter

June 15, 2021

Cedar Falls CSD
1002 West First Street
Cedar Falls, IA 50613

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

Re: \$32,900,000 School Infrastructure Sales, Services & Use Tax Revenue Bonds, Series 2021 (the "Bonds")

Ladies and Gentlemen:

The undersigned, [name of investor] (the "Purchaser") hereby represents and warrants to you as follows:

1. The Purchaser has purchased on the date hereof at the price of par, with no accrued interest, \$32,900,000 in par amount of the above-referenced bonds (the "Bonds") issued pursuant to authorizing document dated May 24, 2021 (the "Resolution").
2. The Purchaser is a bank (1), any entity directly or indirectly controlled by the bank or under common control with the bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, or a consortium of such entities; or a municipal entity with funds that are, at least in part, proceeds of, or fully or partially secure or pay, the purchaser's issue of municipal obligations (e.g., state revolving fund or bond bank).
3. The Purchaser has sufficient knowledge and experience in business and financial matters in general, and investments such as the Bonds in particular, to enable the Purchaser to evaluate the Bonds, the credit of the borrower, the collateral and the bond terms and that the Purchaser will make its own independent credit analysis and decision to purchase the Bonds based on independent examination and evaluation of the transaction and the information deemed appropriate, without reliance on Piper Sandler & Co. or its affiliates, its directors, officers, employees, attorneys or agents.
4. The Purchaser acknowledges that no credit rating has been sought or obtained with respect to the Bonds.
5. The Purchaser acknowledges that no official statement has been prepared for the Bonds, and that the Issuer of the Bonds will not be entering into a continuing disclosure agreement to provide ongoing disclosure respecting the Bonds. The Purchaser has been offered copies of or full access to all documents relating to the Bonds and all records, reports, financial statements and other information concerning the Issuer and pertinent to the source of payment for the Bonds as deemed material by the Purchaser, which the Purchaser as a reasonable investor, has requested and to which the Purchaser, as a reasonable investor, would attach significance in making an investment decision.
6. The Purchaser confirms that its investment in the Bonds constitutes an investment that is suitable for and consistent with its investment program and that the Purchaser is able to bear the economic risk of an investment in the Bonds, including a complete loss of such investment.
7. The Purchaser states that: (a) it is a bank, savings and loan association, insurance company, or registered investment company; or an investment adviser registered either with the Securities and Exchange Commission under Section 203 of the Investment Advisers Act of 1940 or with a state securities commission (or any agency or office performing like functions); or any other entity (whether a natural person, corporation, partnership, trust, or otherwise) with total assets of at least \$50 million; and, (b) it is capable of evaluating investment risks and market value independently, both in general and with regard to transactions and investment strategies in municipal securities; (c) it is exercising independent judgment in evaluating: (i) the recommendation of the Placement Agent, if any, or its associated persons; and (ii) the quality of execution of the Purchaser's transactions by the Placement Agent; and (d) the Purchaser has timely access to material information that is available publicly through established industry sources as defined in Municipal Securities Rulemaking Board (MSRB) Rule G-47;

1 A) a banking institution organized under the laws of the United States or a Federal savings association, as defined in section 2(5) of the Home Owners' Loan Act [12 USCS § 1462(5)], (B) a member bank of the Federal Reserve System, (C) any other banking institution or savings association, as defined in section 2(4) of the Home Owners' Loan Act [12 USCS § 1462(4)], whether incorporated or not, doing business under the laws of any State or of the United States, a substantial portion of the business of which consists of receiving deposits or exercising fiduciary powers similar to those permitted to national banks under the authority of the Comptroller of the Currency pursuant to the first section of Public Law 87-722 (12 U.S.C. 92a), and which is supervised and examined by State or Federal authority having supervision over banks or savings associations, and which is not operated for the purpose of evading the provisions of this title, and (D) a receiver, conservator, or other liquidating agent of any institution or firm included in clauses (A), (B), or (C) of this paragraph." 15 U.S.C.S. § 78c(a)(6).

8. The Purchaser is purchasing the Bonds solely for its own account for investment purposes only, with a present intent to hold the securities until maturity, early redemption or mandatory tender, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof. Purchaser will not seek to dispose, sell, subdivide or fractionalize the Bond without consent of the Issuer, whose consent shall not be unreasonably withheld. Purchaser shall control disposition of Purchaser's property at all times.
9. The Purchaser understands that the Bonds (i) have not been registered under the Securities Act of 1933, as amended (the "Act"), and (ii) have not been registered or qualified under any state securities or "Blue Sky" laws, and that the [Resolution/Trust Indenture] has not been qualified under the Trust Indenture Act of 1939, as amended.
10. The Purchaser acknowledges that in connection with the offering of the Bonds: (i) Piper Sandler & Co. as Placement Agent has acted at arm's length, is not an agent or financial advisor of, and owes no fiduciary duties to the Purchaser or any other person irrespective of whether the Placement Agent has advised or is advising the Purchaser on other matters, and (ii) the Purchaser represents it has had the opportunity to consult with its own legal counsel and to negotiate this Certificate prior to execution. The Purchaser waives to the fullest extent permitted by law any claims it may have against the Placement Agent arising from an alleged breach of fiduciary duty in connection with the placement of the Bonds.
11. The Purchaser understands that the Issuer and Piper Sandler & Co, and their respective counsel and Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.
12. The signatory of this Certificate is a duly authorized officer of the Purchaser with the authority to sign this Certificate on behalf of the Purchaser, and this Certificate has been duly authorized, executed and delivered.

Very truly yours,

By:
Name:
Title:

The attached document is being sent to you as a prospective lender or purchaser in connection with a private placement where Piper Sandler & Co. or its affiliate is serving as a placement agent. The information contained in the attached document has been prepared by the borrower on a confidential basis and solely for use in connection with the proposed transaction. Piper Sandler & Co. and its affiliates have not independently verified the information contained herein or otherwise made any further investigation of the transaction, the credit of the borrower and any obligor, the collateral and the transaction terms. Neither Piper Sandler & Co. nor any of its affiliates, partners, officers, agents, employees or representatives makes any representation or warranty, express or implied; as to the accuracy or completeness of such information. All references to financial information of the borrower, any obligor or the collateral shall not be considered as applicable for any period after the date they are referenced, unless expressly stated otherwise.

In addition to the attached document, you as prospective lender or purchaser will be provided with or granted access to all of the available financial and other information requested and deemed by you to be necessary to enable you to make an independent and informed judgment with respect to the collateral, the borrower and any obligor and their credit and the desirability of purchasing an interest in the prospective transaction. You as prospective lender or purchaser agree to make a complete examination of all transaction documents and approve of the form and content of the same prior to your funding and you agree that Piper Sandler & Co. and its affiliates shall have no responsibility to perform and have not independently performed an examination of or approved the transaction documents or any specific transaction terms and shall not have any duty to inspect the collateral or the books and records of borrower or any obligor.

By accepting this package and considering becoming a prospective lender or purchaser, you hereby represent that you have the sophistication and knowledge required to evaluate the transaction, the credit of the borrower and any obligor, the collateral and the transaction terms, and that you will make your own independent credit analysis and decision to purchase your interest in the transaction based upon your own independent examination and evaluation of the transaction and the information you have deemed appropriate, without reliance on Piper Sandler & Co. or its affiliates, its directors, officers, employees, attorneys or agents.

Piper Sandler & Co., its affiliates, directors, officers, employees, attorneys or agents make no representations or warranties, express or implied, as to the business wisdom or propriety of purchasing an interest in the transaction, compliance with any lending or regulatory requirements, the credit worthiness of the borrowers or any obligor and the value and security of the collateral or with respect to the solvency, condition (financial or other) or future condition (financial or other) of borrower, any obligor, or the collateral securing any transaction, or for the due execution, legality, validity, enforceability, genuineness, sufficiency or collectability of the collateral or any transaction document relative thereto. Piper Sandler & Co. and its affiliates shall not be responsible for the performance or observance of any of the terms, covenants or conditions of the transaction documents.