

FIRST AMENDMENT TO FINANCIAL SERVICES AGREEMENT

This amendment ("First Amendment") is entered into as of June 28, 2024 (the "Effective Date") by and between Piper Sandler & Co. ("Piper Sandler" or "Piper") and the Kimberly School District No. 414, Twin Falls County, Idaho (the "Client") (together with Piper Sandler, the "**Parties**" and each a "Party"). The First Amendment is made to the Financial Services Agreement entered into on November 19, 2019 by and between Piper Sandler and the Client (the "Agreement").

WHEREAS, the Client desires to engage Piper to render services contemplated by such amendment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties hereto agree as follows:

- 1) Section IV of the Agreement is replaced and amended in its entirety as follows:

Section IV. Compensation.

Compensation for the Scope of Services outlined under Section 1(B) is contingent on size of bond issue or nominal value of product and contingent on closing. The basis for compensation under Section 1(B) of this Agreement is described in Appendix B. Compensation for the Scope of Services outlined under Section 1(B) if this Agreement is payable in immediately funds available at closing.

Compensation under Section 1(C) of the Agreement will consist of an annual, fixed fee of \$5,500 beginning with the District's Fiscal Year that begins July 1, 2024 (FY 2025) and is not contingent on the closing of a new issue of securities. This annual fee will be waived or credited against the fees described in Appendix B in any Fiscal Year in which the Client closes a new Issue of securities.

- 2) Section VIII of the Agreement is replaced and amended in its entirety as follows:

Section VIII. Term of Agreement.

The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on June 30, 2027.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Sandler shall be due and payable upon termination. Upon termination, the obligations of Piper Sandler under this Agreement, including any amendment shall terminate immediately and Piper Sandler shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

- 3) Section XV of the Agreement is replaced and amended in its entirety as follows:

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:

Kimberly School District No. 414
141 Center Street West
Kimberly, ID 83341

Luke Schroeder, Superintendent
208-423-4170 Ext. 3310
lschroeder@kimberly.edu

Or to the Financial Services Provider at:

Piper Sandler & Co.
101 South Capitol Boulevard, Suite 603
Boise, ID 83702

Eric Heringer, Managing Director
208-344-8561
Eric.Heringer@psc.com

With a copy to:

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

- 4) Section XXI of the Agreement is replaced and amended in its entirety as follows:

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:

Luke Schroeder, Superintendent

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

Eric Heringer, Managing Director

- 5) Appendix B of the Agreement is replaced and amended in its entirety as follows:

APPENDIX B – FEES AND EXPENSES FOR NEW ISSUES

Fees for new issues of securities outlined under Section 1(B) of the Agreement will be due and payable upon the completion and closing of a particular Issue based upon the fee matrix listed below. If work on a new issue has been initiated, but the new issue is not approved or completed, no compensation will be due to Piper Sandler.

New Issue Fee – General Obligation Bonds

\$2.75 per \$1,000 of the bond amount, subject to \$22,500 minimum and \$85,000 maximum

New Issue Fee – Lease Revenue Bonds

The fee for Lease Revenue Bonds shall be the fees shown under the "New Issue Fee – General Obligation Bonds" table above plus \$2,500.

New Issue Fee – cost of preparing the preliminary and final official statements

\$7,500 per Issue payable only if Piper Sandler prepares and drafts the preliminary and final official statement.

6) Financial Advisor Name Change.

Piper Jaffray & Co. changed its name to Piper Sandler & Co. effective January 6, 2020, and the District and Financial Advisor desire to update the name of the Financial Advisor under the Agreement.

7) Addition of the following language to the Agreement:

Certification of Compliance with Anti-Boycott Against Israel Act. Piper Sandler hereby certifies, pursuant to Idaho Code, Section 67-2346, that it, including any wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates, is not currently engaged in, and will not for the duration of this Agreement, engage in, a boycott of goods or services from Israel or territories under its control except as otherwise permitted by applicable federal law.

Certification of Compliance with House Bill 294. Piper Sandler hereby certifies, pursuant to Section 67-2359, Idaho Code, that it, including any wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates, is not currently owned or operated by the Government of China and will not for the duration of this Agreement be owned or operated by the Government of China.

This amendment forms part of, is subject to and incorporated into the above-referenced Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement, effective as of the Effective Date indicated above. 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.


KIMBERLY SCHOOL DISTRICT NO. 414

PIPER SANDLER & CO.

By: _____
Luke Schroeder

Its: Superintendent _____

Date: _____

By:  _____
Eric Heringer

Its: Managing Director _____

Date: June 28, 2024