



DISSEMINATION AGENT AGREEMENT

This Dissemination Agent Agreement (the “Agreement”) is made and entered into by and between the Independent School District No. 2172 (Kenyon-Wanamingo), Goodhue, Rice, Dodge and Steele Counties, Minnesota (“Issuer”) and PMA Securities, LLC (“PMA” or “Dissemination Agent”) effective as of the date executed by the Issuer as set forth on the signature page hereof (the “Effective Date”). The Issuer and PMA collectively constitute the “Parties” hereunder.

WITNESSETH:

WHEREAS, the Issuer is a municipal entity, and the Issuer has one or more outstanding debt obligation issuances of municipal securities as defined by the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and the rules of the Municipal Securities Rulemaking Board (the “MSRB”) (hereinafter, the “Securities”);

WHEREAS, the Issuer has entered into (a) Continuing Disclosure Agreement(s) or Undertaking(s) to assist the participating underwriters of the Issuer’s Securities in complying with the requirements of the U.S. Securities and Exchange Commission (“SEC”) Rule 15c2-12 promulgated under the Exchange Act (the “continuing disclosure filing requirements”);

WHEREAS, PMA is registered as a municipal advisor with the SEC and the MSRB and thus, may provide municipal advisor services to municipal entities such as the Issuer, including advice provided in connection with acting as a municipal entity’s dissemination agent;

WHEREAS, the Issuer desires to obtain the professional services of PMA in assisting with the ongoing continuing disclosure filing requirements of the Issuer; and

WHEREAS, PMA is willing to provide its professional services and its facilities as Dissemination Agent in connection with facilitating the Issuer’s continuing disclosure filing requirements.

NOW, THEREFORE, the Issuer and PMA, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I SCOPE OF SERVICES

Upon the request of an authorized representative of the Issuer, PMA agrees to perform the services stated in the following provisions of this Section I (hereinafter “Services” or “Scope of Services”); and for having rendered such Services, the Issuer agrees to pay to PMA the compensation as provided in Section VII hereof.

A. Filing the Annual Report. PMA shall file the Issuer’s Annual Report on an annual basis. The Annual Report is defined in the Issuer’s Continuing Disclosure Agreement(s) or Undertaking(s) with participating underwriters of the Issuer’s Securities and may include the following:

1. Annual Financial Information and Operating Data of the Issuer; and
2. The Issuer’s Audited Financial Statement or an Annual Comprehensive Financial Report.

PMA agrees to provide advance notice of the Annual Report filing deadline to the Issuer and the timeline for submission in an effort to timely file the Annual Report for the Issuer. If the Annual Report has been obtained from the Issuer in a timely manner, PMA shall file, on behalf of the Issuer, the Annual Report on the MSRB's Electronic Municipal Market Access ("EMMA") system within a timeframe that complies with the Issuer's continuing disclosure filing requirements. In the event the Issuer's Annual Report has not been submitted to PMA in a timely manner, PMA shall file the Annual Report on the EMMA system as soon as feasible after it has been provided to PMA by the Issuer. Additionally, PMA will prepare a notice of a failure to timely file the Annual Report and file it on the EMMA system.

B. Filing Reportable Events. Whenever the Issuer obtains knowledge of the occurrence of a Reportable Event, as defined in the Issuer's continuing disclosure filing requirements, the Issuer shall promptly notify PMA of such occurrence, so that a notice can be timely filed on the EMMA system. **A timely filed Reportable Event is filed as soon as possible after the occurrence of said event, but not more than ten (10) business days after the occurrence of the event.**

The terms of the Issuer's Continuing Disclosure Agreement(s) or Undertaking(s) will govern but Reportable Events for the Issuer may include the following:

- Principal and interest payment delinquencies
- Non-payment related defaults, if material
- Unscheduled draws on debt service reserves reflecting financial difficulties
- Unscheduled draws on credit enhancements reflecting financial difficulties
- Substitution of credit or liquidity providers, or their failure to perform
- Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
- Modifications to the rights of security holders, if material
- Bond calls, if material, and tender offers
- Defeasances
- Release, substitution or sale of property securing repayment of the securities, if material
- Rating changes
- Bankruptcy, insolvency, receivership or similar event of the Issuer*
- The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
- Appointment of a successor or additional trustee or the change of name of a trustee, if material
- Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.

* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

C. Limitations on the Scope of Services. The Services are subject to the following limitations:

1. The Services are limited solely to the services described herein and are subject to any limitations set forth within the Scope of Services.
2. As to the Services with respect to the filing of Reportable Events set forth in Section I.B, such Services are limited to filing of a notice for any Reportable Event that the Issuer reports to PMA. PMA will not review for the occurrence of any Reportable Event above and takes no responsibility hereunder for determining whether a Reportable Event has occurred or for the timely filing of notice of the occurrence of a Reportable Event that is not reported to PMA in a timely manner. However, if PMA learns of the occurrence of a possible Reportable Event, it may inform the Issuer of this occurrence without establishing a duty to inform the Issuer of such occurrences or a duty to investigate whether such Reportable Events have occurred. PMA will not be required to make any determination with respect to the “materiality” of a Reportable Event or whether such event reflects “financial difficulties” of the Issuer. The Issuer may consult its legal counsel relating to the determination of the occurrence or materiality of a Reportable Event.
3. It is understood that PMA shall review the Annual Financial Information and Operating Data of the Issuer supplied by the Issuer and third-party prior to filing to see if the data submitted conforms to the list of information that the Issuer agreed to provide in its Continuing Disclosure Agreement(s) or Undertaking(s).
4. Except as set forth above, for any Annual Report provided for filing, the Issuer understands that PMA will not undertake an investigation or examination into the underlying data provided by the Issuer and that any inaccuracies or incompleteness of that data and any resulting erroneous reports, shall be solely the Issuer’s responsibility. PMA makes no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Annual Report, and its assistance in preparing the Annual Report should not be construed as a representation that it has independently verified such information.
5. The Agreement is separate from any agreement the Issuer and PMA may have for any municipal advisory services not explicitly described herein relating to the issuance of municipal securities, other municipal advisory services not related to the issuance of municipal securities or the investment of proceeds of municipal securities.
6. The Services do not include tax, legal or accounting advice with respect to the Securities or in connection with any continuing disclosure filing requirement.

D. Amendment to Scope of Services. The Scope of Services may be amended as set forth in Section VIII.C. The Parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services. Changes to the Scope of Services may result in an increased fee.

SECTION II RESPONSIBILITIES OF THE ISSUER

A. PMA will rely upon the Issuer to provide timely information described in Sections I.A and I.B above.

1. The Issuer agrees to provide to PMA the Annual Financial Information and Operating Data requested by PMA and the Audited Financial Statements or Annual Comprehensive Financial Report, as described in Section I.A, within ten (10) business days of such information becoming available to the Issuer, so that PMA may timely file the Issuer’s Annual Report on the EMMA system. This timeframe may be shortened subject to the Issuer’s continuing disclosure filing requirements.

2. The Issuer agrees to provide prompt notice of a Reportable Event, as described in Section I.B, to PMA so that PMA may file timely notice of such Reportable Event. PMA is not responsible for the untimely filing of a Reportable Event if the Issuer fails to provide prompt notice of such Reportable Event to PMA.
- B. The Audited Financial Statement or Annual Comprehensive Financial Report must be in a word-searchable format pursuant to SEC Rule 15c2-12. See *MSRB Primary Market and Continuing Disclosure Submission Services – Reminder of Upcoming Word-Searchable Document Requirement and Update on Other Submission-Related Matters*, MSRB Notice 2009-60 (Nov. 24, 2009) available at <http://www.msrb.org/Rules-and-Interpretations/Regulatory-Notices/2009/2009-60.aspx?n=1>.
- C. The Issuer agrees to review and return a draft of the Annual Financial Information and Operating Data filing for full and fair disclosure within three (3) calendar days of receiving any draft from PMA. This timeframe may be shortened subject to the Issuer's continuing disclosure filing requirements.

SECTION III COOPERATION IN MEETING REGULATORY REQUIREMENTS

The Issuer and PMA agree that both Parties have regulatory duties and agree to cooperate, and to cause their agents to cooperate, in carrying out these regulatory duties, including providing complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

SECTION IV DISCLOSURES

As set forth in the PMA Securities, LLC *Municipal Advisor Disclosure Statement*, PMA is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In these roles, PMA generally provides fixed income brokerage services and public finance services to municipal entity clients, including municipal advisory services and advice with respect to the investment of proceeds of municipal securities. PMA is affiliated with PMA Financial Network, LLC, a financial services provider, and PMA Asset Management, LLC, an investment adviser registered with the SEC. These entities operate under common ownership with PMA and are collectively referred to in this disclosure as the "Affiliates." Each of these Affiliates also provides services to municipal entity clients, and PMA and Affiliates market the services of the other Affiliates. Unless otherwise stated, separate fees are charged for each of these products and services and referrals to its Affiliates result in an increase in revenue to the overall Affiliated. Additionally, PMA or its Affiliates may provide pricing discounts or bundled pricing for the use of services across multiple Affiliated companies.

PMA's duties, responsibilities, and fees arise from that as Dissemination Agent to the Issuer in connection with this Agreement. PMA receives additional fees for the services used by the Issuer, if any, described in the paragraph above. The fees for these services arise from separate agreements with the Issuer and with institutions of which the Issuer may be a member.

By signing this Agreement, the Issuer acknowledges that PMA has provided the Issuer with the PMA Securities, LLC *Municipal Advisor Disclosure Statement*, which contains important disclosures on matters such as all material conflicts of interest and all legal and disciplinary events that are material to a client's evaluation of us relevant to our provision of municipal advisory services. This disclosure document also will specify the date of the last material change or addition to the legal or disciplinary event disclosures, if any, on any Form MA or Form MA-I that we file with the SEC and a brief explanation for the materiality of the change or addition.

SECTION V WARRANTIES AND DISCLAIMER OF LIABILITY

PMA will use commercially reasonable efforts to perform the services under this Agreement in a timely manner. It is hereby understood, however, that timely filing submissions on the EMMA system is largely dependent on the Issuer's prompt and timely submission to PMA.

During the course of this engagement, PMA will rely on the Issuer's representatives to provide all data in a timely manner, and PMA assumes no responsibility on the timeliness of the submission or the responsibility to determine whether the Issuer's personnel providing PMA with such data possess the requisite authority to do so.

PMA, at all times, will act in good faith with respect to its Services described in Section I under this Agreement. The Issuer agrees that PMA shall not be liable to the Issuer for any act or omission in connection with the performance of PMA's services hereunder, other than as a result of PMA's negligence, reckless conduct, intentional misconduct, bad faith, violation of applicable law or material breach of this Agreement. In addition, the Issuer agrees that in no event whatsoever shall PMA or its Affiliates be liable for any direct, indirect, special, incidental, punitive or consequential damages, even if they have been advised of the possibility of such damages, whether in contract, tort, strict liability or otherwise. PMA will have no duty, responsibility or liability under this Agreement as to any services identified in Section I.C, relating to the limitation of services or Section II, relating to the Issuer's responsibilities.

Further, if permitted under the laws of the State in which the Issuer is located, the Issuer agrees to indemnify and hold PMA harmless against any claims, loss, cost or expense incurred of any (a) incorrect, omitted and/or unauthorized information provided by the Issuer to PMA, (b) misrepresentations made by the Issuer regarding the Annual Report, (c) failure to comply with documentation related to the Securities, state and federal law that is not directly attributed to PMA's actions and (d) actions or inactions arising from the gross negligence or willful misconduct of the Issuer.

It is understood that nothing herein shall in any way constitute a waiver or limitation of any of the obligations which PMA may have under the federal securities laws or under applicable state law.

SECTION VI TERM AND TERMINATION OF AGREEMENT

The term of this Agreement shall commence on the Effective Date and, the obligations for the Parties under this Agreement shall terminate upon: (i) the giving of prior written notice to the other Party of a Party's intention to terminate, specifying in such notice the effective date of such termination, provided that PMA shall provide at least thirty (30) days' notice; (ii) legal defeasance, prior redemption or payment in full of all outstanding Securities; or (iii) the amendment or termination of SEC Rule 15c2-12 in a manner that provides that the Services in Section I are no longer required.

SECTION VII FEES

The Issuer agrees to pay and PMA agrees to accept \$2,000.00, annually, for the Scope of Services set forth and described in Section I of this Agreement. The annual fee is reduced to \$500.00 if the Issuer issues municipal securities with an official statement prepared by PMA, as municipal advisor, which contains the Annual Financial Information and Operating Data required for the Annual Filing. Such fees, for which PMA

is entitled to reimbursement, shall become due and payable subsequent to PMA's annual filing of the Issuer's Annual Report and upon PMA's issuing of an invoice to the Issuer.

PMA agrees to waive its fee for a limited continuing disclosure filing requirement that only requires the filing of the Issuer's Audited Financial Statement or Annual Comprehensive Financial Report and any Reportable Events as may be provided to PMA for filing under this Agreement.

SECTION VIII MISCELLANEOUS

- A. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State in which the Issuer is located, without regard to conflict of law principles.
- B. Binding Effect: Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and PMA, their respective successors and assigns; provided however, neither Party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party.
- C. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed or acknowledged by each Party hereto. The form of this modification may include an email acknowledged by each Party. The Parties agree to amend or supplement this Agreement promptly to reflect any material changes or additions to the Agreement.

PMA Securities, LLC

By: _____

Michael Hart
Vice President, Managing Director
Public Finance

Date: _____

Independent School District No. 2172
(Kenyon-Wanamingo)
Goodhue, Rice, Dodge and Steele Counties,
Minnesota

By⁽¹⁾: _____

Print Name

Title: _____

Date: _____

(1) By signing this Agreement, as authorized representative of the Issuer, the authorized representative acknowledges that he or she has the ability to bind the Issuer by contract with PMA, and that he or she is not a party to a disclosed conflict.