

## FIRST AMENDMENT TO ESCROW TRUST AGREEMENT

THIS FIRST AMENDMENT TO ESCROW TRUST AGREEMENT (this “First Amendment”), entered into as of June 30, 2022, between the BOONE COUNTY REGIONAL SEWER DISTRICT, a public sewer district and political subdivision of the State of Missouri (the “Participant”), and UMB BANK, N.A., a national banking association, as paying agent and escrow agent (the “Paying Agent”).

### RECITALS

1. Pursuant to 10 CSR 20-4.010, 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations, DNR, in cooperation with the Clean Water Commission of the State of Missouri (the “Commission”), has developed and implemented the State of Missouri Direct Loan Program (the “Direct Loan Program”) and has stated its intent to make loans and grants to political subdivisions of the State of Missouri.

2. The Commission previously approved a loan in the maximum principal amount of \$12,198,000 (the “Loan”) to the Participant made by DNR pursuant to the Purchase Agreement dated as of June 1, 2013 (the “Purchase Agreement”) for the purposes of providing a portion of the financing for publicly owned wastewater treatment facilities.

3. The Loan was evidenced by the Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2013, issued pursuant to a Resolution adopted by the Board of Trustees of the District on June 18, 2013 (as amended, the “Resolution”), in the original principal amount of not to exceed \$12,198,000 (the “Bonds”).

4. In connection with the issuance of the Bonds, the parties have previously entered into an Escrow Trust Agreement dated as of June 1, 2013 (the “Original Escrow Agreement” and, together with this First Amendment, the “Escrow Agreement”).

5. DNR has approved an amendment to the stated maturity date of the Bonds. Accordingly, the parties find it necessary and desirable to amend certain provisions of the Original Escrow Agreement.

6. Pursuant to Section 18 of the Original Escrow Agreement, DNR, as the sole registered owner of the Bonds, has consented to this First Amendment.

### AGREEMENT

Section 1. Definitions. Capitalized terms not defined in this First Amendment shall have the meanings set forth in the Purchase Agreement and in the Resolution.

Section 2. Repayment Fund. Section 8(c) of the Original Escrow Agreement is hereby amended and restated as follows:

Section 8. Repayment Fund.

\* \* \*

(c) If the first transfer in accordance with clause (b)(1) above would not occur by the first anniversary of the Initiation of Operations, the Paying Agent, on the first day of the calendar month next preceding the first anniversary of the Initiation of Operations, will transfer from the Principal Account to the Debt Service Fund an amount equal to one quarterly installment of principal paid under the Resolution. In addition, on the first day of

the month which is not more than 30 years after the Initiation of Operations, all remaining amounts in the Principal Account will be transferred to the Debt Service Fund.

Section 3. Applicability of the Original Escrow Agreement. Except as otherwise provided in this First Amendment, the provisions of the Original Escrow Agreement are hereby ratified, approved and confirmed.

Section 4. Execution in Counterparts. This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5. Severability. If any provision of this First Amendment is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this First Amendment contained shall not affect the remaining portions of this First Amendment, or any part thereof.

Section 6. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State.

Section 7. Electronic Means. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and shall not, for the duration of the Escrow Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

*[Remainder of Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers or signatories and dated as of the day and year first above written.

UMB BANK, N.A., as Paying Agent

By \_\_\_\_\_  
Vice President

[SEAL]

BOONE COUNTY REGIONAL SEWER  
DISTRICT

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Trustees

By: \_\_\_\_\_  
Chairman of the Board of Trustees