

## FIRST AMENDMENT TO REPURCHASE AGREEMENT

**THIS FIRST AMENDMENT TO REPURCHASE AGREEMENT** (the "First Amendment") dated as of June 26, 2001 is entered into by and among **WESTDEUTSCHE LANDESBANK GIROZENTRALE**, a German public law banking institution acting through its New York Branch (the "Seller"), **WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION** (f/k/a Norwest Bank, N.A.), as custodian (the "Custodian") and **UMB BANK & TRUST, N.A.** (f/k/a State Street Bank and Trust Company of Missouri, N.A. as successor trustee to Mercantile Bank of St. Louis National Association), as trustee (the "Buyer") under that Bond Indenture dated as of April 1, 1996 (the "Indenture") between the State Environmental Improvement and Energy Resources Authority (the "Issuer") and the Buyer providing for the issuance of the Issuer's \$4,545,000 Water Pollution Control Revenue Bonds (State Revolving Fund Program — Multiple Participant Series) Series 1996B (the "Bonds").

### WITNESSETH:

WHEREAS, the Seller, the Buyer and the Custodian entered into an Investment Repurchase Agreement dated as of April 25, 1996 (the "Agreement"); and

WHEREAS, the Seller, the Buyer and the Custodian wish to amend the provisions of the Agreement as herein provided.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration including the amendment of the Indenture, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### SECTION 1. AMENDMENTS.

**1.1. Amendment to Section 1.** Section 1 of the Agreement is amended by inserting the following paragraph at the end of Section 1:

Notwithstanding anything in the Agreement to the contrary, (a) moneys in the Debt Service Fund (other than the Restricted Account) will not be invested with the Seller under the Agreement, and (b) only the monthly payments received by the Buyer from the Public Entity (as defined in the Indenture) and deposited in the Repayment Fund will be invested with the Seller under the Agreement. The Seller shall repurchase from the Buyer and the Buyer shall cause the Custodian to transfer and sell to the Seller on the Repurchase Dates and in approximately the amounts set forth in Schedule 1 to this First Amendment, Securities against the transfer of the applicable Repurchase Price by the Seller. Upon repurchase by the Seller as described in this paragraph, amounts in the Repayment Fund shall be reinvested by the Buyer otherwise than pursuant to this Agreement.

**1.2. Amendment to Section 3.** Section 3 of the Agreement is hereby amended by inserting the following:

(g) After June 26, 2001 and notwithstanding anything in the Agreement to the contrary, the Issuer may, by giving the Seller at least 15 Business Days' prior notice, but without the consent of the Seller, partially or completely redeem, purchase, tender for, defease, repurchase or refund the Bonds as provided in the Indenture, provided that if the Issuer takes any such action (i) if the Termination Amount is a positive number, the Issuer shall pay or cause the Trustee to pay the Termination Amount to the Seller and (ii) if the Termination Amount is a negative number, the Seller shall pay the Termination Amount to the Trustee. If the Termination Amount is payable pursuant to this Section 3(g), the party owing such amount shall pay such amount promptly but by no later than the later of (A) one Business Day after receipt of notice of the Termination Amount from the Seller or (B) the date of such purchase, redemption, defeasance, repurchase, refunding or similar event. Such payment shall be made in immediately available funds, to or at the direction of the party to whom such Termination Amount is due. Immediately upon payment of the Termination Amount in accordance with this Section 3(g), this Agreement shall terminate. The Issuer agrees that it shall not direct the Trustee to partially or completely redeem, purchase, tender for, defease, repurchase or refund the Bonds unless it shall have sufficient funds to pay any Termination Amount which may be due as provided herein.

## **SECTION 2. FULL FORCE AND EFFECT.**

The Agreement is hereby amended to the extent provided in this First Amendment and, except as specifically provided herein, the Agreement shall remain in full force and effect in accordance with its terms.

## **SECTION 3. DEFINITIONS.**

All capitalized terms used in this First Amendment and not otherwise defined shall have the meanings set forth in the Agreement.

*"Burdened Party"* means in the case a termination of this Agreement by the Issuer pursuant to Section 3(g) following a partial or complete redemption, defeasance, purchase, tender, repurchase or refunding of the Bonds, the Seller.

*"Dealer"* means a leading dealer in the relevant markets selected by the Seller in good faith (a) from among dealers of the highest credit standing which satisfy all of the criteria that the Seller applies generally at the time in deciding whether to offer or to make an extension of credit and (b) to the extent practicable, from among such dealers having an office in the same city.

*"Termination Amount"* means an amount, as determined by the Seller in good faith on the basis of the arithmetic mean of quotations from at least three Dealers of the amount, if any, that each such Dealer would require the Burdened Party to pay to the Dealer (expressed as a positive number if the Burdened Party is the Seller and a negative number if the Burdened Party is the Issuer) or would pay to the Burdened Party (expressed as a negative number if the Burdened Party is the Seller and a positive number if the Burdened Party is the Issuer) in consideration of such Dealer entering into an agreement with the Burdened Party (with such documentation as the Seller and the Dealer may in good faith agree and taking into account any guaranties or credit

enhancement applicable to the obligations of any party hereunder) which would have the effect of preserving for the Burdened Party the economic equivalent of its rights under this Agreement for the period commencing on the termination date of this Agreement and terminating on the Final Repurchase Date (assuming for these purposes that this Agreement had not terminated on the termination date and continued in full force through such Final Repurchase Date); provided, however, that:

(a) if more than three quotations are provided, the Termination Amount will be the arithmetic mean of such quotations, without regard to the quotations having the highest and lowest values;

(b) if exactly three quotations are provided, the Termination Amount will be the quotation remaining after disregarding the highest and lowest quotations;

(c) for purposes of clauses (a) and (b), if more than one quotation has the same highest value or lowest value, then one of such quotations shall be disregarded;

(d) if the Seller is unable to obtain three such quotations, the Termination Amount shall be the amount, as reasonably determined by the Seller, to be the Burdened Party's total losses and costs (expressed as a positive number if the Burdened Party is the Seller and a negative number if the Burdened Party is the Issuer), or gains (expressed as a negative number if the Burdened Party is the Seller and a positive number if the Burdened Party is the Issuer) in connection with a termination of this Agreement, including any loss of bargain, cost of funding or, at the election of the Seller but without duplication, any loss or cost incurred as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position; and

provided further, however, that in any event the Termination Amount shall also include (i) any unpaid amounts due as of the date of termination of this Agreement and (ii) if any Termination Amount due hereunder is not paid when due, the Termination Amount shall also include any incidental costs and expenses incurred by the Burdened Party in connection with such termination and the enforcement of its rights hereunder (including costs of collection and reasonable attorneys' fees). Any determination of the Termination Amount by the Seller shall be conclusive and binding on the parties hereto absent manifest error.

#### **SECTION 4. GOVERNING LAW.**

**THIS FIRST AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE-OF-LAW RULES; PROVIDED, HOWEVER, THAT IF AND TO THE EXTENT THAT IT SHALL BE NECESSARY IN CONNECTION WITH THIS FIRST AMENDMENT TO CONSTRUE ANY BOND DOCUMENT OTHER THAN THIS FIRST AMENDMENT, SUCH OTHER BOND DOCUMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE SPECIFIED THEREIN.**

**SECTION 5. HEADINGS.**

Section headings in this First Amendment are included herein for convenience of reference only and shall not have any effect for purposes of interpretation or construction of the terms of this First Amendment.

**SECTION 6. COUNTERPARTS.**

This First Amendment may be signed in any number of counterpart copies, but all such copies shall constitute one and the same instrument.

**SECTION 7. REPRESENTATIONS.**

Each party hereto hereby represents and warrants to the other that this First Amendment has been duly authorized and validly executed by it and that the Agreement as hereby amended constitutes its valid obligation enforceable in accordance with its terms.

**SECTION 8. EFFECTIVENESS.**

The effectiveness of the provisions of this First Amendment is conditioned upon the issuance of the Issuer's Water Pollution Control Revenue Refunding Bonds (State Revolving Fund Program — Master Trust) Series 2001B.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered as of the date and year first written above.

WESTDEUTSCHE LANDESBANK  
GIROZENTRALE

By [Signature]  
Name Sean Tully  
Title Managing Director

By [Signature]  
Name Carlos Rodriguez  
Title Director

WELLS FARGO BANK MINNESOTA,  
NATIONAL ASSOCIATION, as Custodian

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

UMB BANK & TRUST, N.A., as Trustee

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered as of the date and year first written above.

WESTDEUTSCHE LANDESBANK  
GIROZENTRALE

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

WELLS FARGO BANK MINNESOTA,  
NATIONAL ASSOCIATION, as Custodian

By Scott R Little  
Name Scott R. Little  
Title Trust Officer

UMB BANK & TRUST, N.A., as Trustee

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered as of the date and year first written above.

WESTDEUTSCHE LANDESBANK  
GIROZENTRALE


By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

WELLS FARGO BANK MINNESOTA,  
NATIONAL ASSOCIATION, as Custodian

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

UMB BANK & TRUST, N.A., as Trustee

By  \_\_\_\_\_  
Name **BRIAN P. KRIPPNER**  
Title **VICE PRESIDENT**

ACKNOWLEDGEMENT, AGREEMENT AND DIRECTION

The Issuer hereby acknowledges the aforesaid First Amendment and agrees to perform its obligations as set forth therein and to be bound by the provisions thereof. In addition, the Issuer directs the Buyer to execute the First Amendment and to perform all duties required of it under the First Amendment and represents that the First Amendment constitutes a permitted investment for moneys under the Indenture.

IN WITNESS WHEREOF, the undersigned has caused this Acknowledgement, Agreement and Direction to be executed by its duly authorized officer as of June 26, 2001.

*Signature*

STATE ENVIRONMENTAL  
IMPROVEMENT AND ENERGY  
RESOURCES AUTHORITY, as Issuer

By 

Name Thomas Welch

Title Director



## SCHEDULE 1

| <u>Repurchase Dates</u> | <u>Amounts</u> |
|-------------------------|----------------|
| 07/01/01                | \$ 30,795.47   |
| 01/01/02                | 210,795.47     |
| 07/01/02                | 14,995.74      |
| 01/01/03                | 218,739.93     |
| 07/01/03                | 28,675.25      |
| 01/01/04                | 218,097.81     |
| 07/01/04                | 27,638.38      |
| 01/01/05                | 227,141.68     |
| 07/01/05                | 22,694.79      |
| 01/01/06                | 231,023.39     |
| 07/01/06                | 21,487.68      |
| 01/01/07                | 239,738.96     |
| 07/01/07                | 18,817.08      |
| 01/01/08                | 238,164.37     |
| 07/01/08                | 17,256.56      |
| 01/01/09                | 251,507.22     |
| 07/01/09                | 12,151.83      |
| 01/01/10                | 249,623.65     |
| 07/01/10                | 10,069.08      |
| 01/01/11                | 257,756.69     |
| 07/01/11                | 7,786.95       |
| 01/01/12                | 270,530.17     |
| 07/01/12                | 6,995.66       |
| 01/01/13                | 313,084.73     |
| 07/01/13                | 1,209.90       |
| 01/01/14                | 328,893.94     |
| 07/01/14                | 35.35          |
| 01/01/15                | 338,689.87     |
| 07/01/15                | 337.02         |

Repurchase Dates

Amounts

|          |                |
|----------|----------------|
| 01/01/16 | 360,567.65     |
| 07/01/16 | 491.00         |
| 01/01/17 | 50,500.04      |
| Total    | \$4,226,293.34 |