

FIRST AMENDMENT TO REPURCHASE AGREEMENT

THIS FIRST AMENDMENT TO REPURCHASE AGREEMENT (this "First Amendment"), made and entered into as of March 23, 2004, by and between WestLB (formerly known as Westdeutsche Landesbank Girozentrale) ("Seller"), acting through its New York Branch, Wells Fargo Bank (successor to Norwest Bank Minnesota, National Association), as Custodian (the "Custodian"), and UMB Bank, N.A. (formerly known as State Street Bank and Trust Company of Missouri, N.A.), as Trustee (the "Buyer") under that Bond Indenture dated as of June 1, 1999 (the "Indenture" between the Issuer and Buyer providing for the issuance of \$47,970,000 principal amount of the Issuer's Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs - Master Trust) Series 1999A (the "Bonds").

WITNESSETH:

WHEREAS, the Seller, the Buyer and the Custodian entered into a Repurchase Agreement dated as of June 3, 1999 (the "Agreement"); and

WHEREAS, the Issuer has determined to advance refund a portion of the Bonds in part through the application of a portion of the proceeds of the Authority's Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs - Master Trust) Series 2004A being issued in the aggregate principal amount of \$77,625,000; the portion of the Bonds being refunded is referred to herein as the "Refunded Bonds" and the portion of the Bonds not being refunded is referred to herein as the "Non-Refunded Bonds;" 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 Pricing Rate.** The Pricing Rate relating to the Reserve Fund, as set forth in Exhibit A to the Agreement, is hereby amended. The Pricing Rate related to that portion of the Reserve Fund attributable to the Refunded Bonds, which is in excess of the Reserve Requirement computed pursuant to the Indenture after giving effect to the refunding, shall be 4.7207%. The Pricing Rate related to that portion of the Reserve Fund attributable to the Refunded Bonds which is not in excess of the Reserve Requirement computed pursuant to the Indenture after giving effect to the refunding shall remain 4.8407%. The Pricing Rate related to that portion of the Reserve Fund attributable to the Non-Refunded Bonds, which is equal to the Reserve Requirement under the Indenture, shall remain 4.8407%. Schedule 1 attached hereto sets forth the excess Reserve Fund amounts.

1.2 **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 Participants (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 2 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.

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

(g) Notwithstanding anything in the Agreement to the contrary, in the event of a subsequent partial or complete redemption, purchase, tender, defeasance, repurchase or refunding of all or a portion of the Bonds, the Buyer shall sell, and the Seller shall repurchase, Securities having a Repurchase Price equal to the amount from the Reserve Fund necessary to reduce the amount held in the Reserve Fund by the percentage equal to the percentage of the Bonds so redeemed, refunded, defeased, purchased, tendered or repurchased within 10 days of such event.

1.4 **Amendment to Exhibit B.** Exhibit B to the Agreement is hereby amended by deleting such Exhibit B and in place thereof inserting the following Exhibit B attached hereto and made a part hereof.

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.

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 Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but 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. EFFECTIVE DATE.

This Amendment shall be in effect as of the date first above written.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be signed by their duly authorized officers, all as of the date first above written.

WestLB, as Seller

By: [Signature]
Name: MARK A. RODRIGUEZ
Title: DIRECTOR

WELLS FARGO BANK, as Custodian

By: _____
Name: _____
Title: _____

UMB BANK, N.A., as Trustee and Buyer

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this First Amendment to be signed by their duly authorized officers, all as of the date first above written.

WestLB, as Seller

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, as Custodian

By: _____
Name: _____
Title: _____

UMB BANK, N.A., as Trustee and Buyer

By: Rebecca Dengler
Name: Rebecca Dengler
Title: Vice President

EXHIBIT B

| <u>Securities</u> | <u>Required Percentage</u> |
|--|----------------------------|
| 1. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury) | 104% |
| 2. Senior debt obligations of the following federal agencies: | |
| Government National Mortgage Association (unconditionally guaranteed by the United States) (GNMA) | 104% |
| Federal Home Loan Mortgage Corporation (rated "AAA" by S&P and "Aaa" by Moody's) (FHLMC) | 104% |
| Federal National Mortgage Association (rated "AAA" by S&P and "Aaa" by Moody's) (FNMA) | 104% |
| 3. Cash | 100% |

SCHEDULE 1

EXCESS RESERVE FUND AMOUNTS

[Schedule is inserted behind this page]

Schedule 1 - Excess Reserve Fund Amounts

| Period Ending | 1999A Total CW Original Principal | 1999A Total Original DSRF | Original DSRF Ending Balance | 1999A Total CW Refunded Principal | Refunded Bonds Associated DSRF | Excess DSRF Ending Balance |
|---------------|-----------------------------------|---------------------------|------------------------------|-----------------------------------|--------------------------------|----------------------------|
| Total: | 37,125,000.00 | 26,038,494.40 | | 8,945,000.00 | 6,261,500.00 | |
| 1/1/2004 | - | - | 26,038,494.40 | - | - | 6,261,500.00 |
| 7/1/2004 | 1,845,000.00 | 1,291,500.00 | 24,746,994.40 | - | - | 6,261,500.00 |
| 1/1/2005 | - | - | 24,746,994.40 | - | - | 6,261,500.00 |
| 7/1/2005 | 1,900,000.00 | 1,330,000.00 | 23,416,994.40 | - | - | 6,261,500.00 |
| 1/1/2006 | - | - | 23,416,994.40 | - | - | 6,261,500.00 |
| 7/1/2006 | 1,955,000.00 | 1,368,500.00 | 22,048,494.40 | - | - | 6,261,500.00 |
| 1/1/2007 | - | - | 22,048,494.40 | - | - | 6,261,500.00 |
| 7/1/2007 | 2,015,000.00 | 1,410,500.00 | 20,637,994.40 | - | - | 6,261,500.00 |
| 1/1/2008 | - | - | 20,637,994.40 | - | - | 6,261,500.00 |
| 7/1/2008 | 2,080,000.00 | 1,456,000.00 | 19,181,994.40 | - | - | 6,261,500.00 |
| 1/1/2009 | - | - | 19,181,994.40 | - | - | 6,261,500.00 |
| 7/1/2009 | 2,170,000.00 | 1,519,000.00 | 17,662,994.40 | 1,160,000.00 | 812,000.00 | 5,449,500.00 |
| 1/1/2010 | - | - | 17,662,994.40 | - | - | 5,449,500.00 |
| 7/1/2010 | 2,630,000.00 | 1,841,000.00 | 15,821,994.40 | 1,325,000.00 | 927,500.00 | 4,522,000.00 |
| 1/1/2011 | - | - | 15,821,994.40 | - | - | 4,522,000.00 |
| 7/1/2011 | 2,715,000.00 | 1,900,500.00 | 13,921,494.40 | 1,430,000.00 | 1,001,000.00 | 3,521,000.00 |
| 1/1/2012 | - | - | 13,921,494.40 | - | - | 3,521,000.00 |
| 7/1/2012 | 2,815,000.00 | 1,970,500.00 | 11,950,994.40 | 1,540,000.00 | 1,078,000.00 | 2,443,000.00 |
| 1/1/2013 | - | - | 11,950,994.40 | - | - | 2,443,000.00 |
| 7/1/2013 | 2,925,000.00 | 2,047,500.00 | 9,903,494.40 | 1,675,000.00 | 1,172,500.00 | 1,270,500.00 |
| 1/1/2014 | - | - | 9,903,494.40 | - | - | 1,270,500.00 |
| 7/1/2014 | 3,060,000.00 | 2,192,994.40 | 7,710,500.00 | 1,815,000.00 | 1,270,500.00 | - |
| 1/1/2015 | - | - | 7,710,500.00 | - | - | - |
| 7/1/2015 | 2,695,000.00 | 1,886,500.00 | 5,824,000.00 | - | - | - |
| 1/1/2016 | - | - | 5,824,000.00 | - | - | - |
| 7/1/2016 | 2,300,000.00 | 1,610,000.00 | 4,214,000.00 | - | - | - |
| 1/1/2017 | - | - | 4,214,000.00 | - | - | - |
| 7/1/2017 | 2,405,000.00 | 1,683,500.00 | 2,530,500.00 | - | - | - |
| 1/1/2018 | - | - | 2,530,500.00 | - | - | - |
| 7/1/2018 | 2,335,000.00 | 1,634,500.00 | 896,000.00 | - | - | - |
| 1/1/2019 | - | - | 896,000.00 | - | - | - |
| 7/1/2019 | 1,280,000.00 | 896,000.00 | - | - | - | - |
| 1/1/2020 | - | - | - | - | - | - |

SCHEDULE 2

Set forth below is a schedule of anticipated Repurchases with respect to the Repayment Fund:

| Repurchase Date | Amount |
|----------------------------|---------------|
| 7/1/04 | \$ 302,820.53 |
| 1/1/05 | 2,257,416.93 |
| 7/1/05 | 288,306.96 |
| 1/1/06 | 2,308,082.91 |
| 7/1/06 | 283,415.07 |
| 1/1/07 | 2,359,236.12 |
| 7/1/07 | 273,230.83 |
| 1/1/08 | 2,414,033.46 |
| 7/1/08 | 261,716.29 |
| 1/1/09 | 2,472,545.35 |
| 7/1/09 | 249,942.35 |
| 1/1/10 | 2,555,342.22 |
| 7/1/10 | 235,276.75 |
| 1/1/11 | 2,974,367.82 |
| 7/1/11 | 173,880.57 |
| 1/1/12 | 3,041,717.25 |
| 7/1/12 | 154,389.81 |
| 1/1/13 | 3,147,281.23 |
| 7/1/13 | 157,419.13 |
| 1/1/14 | 3,250,963.68 |
| 7/1/14 | 112,797.73 |
| 1/1/15 | 3,374,792.55 |
| 7/1/15 | 99,575.09 |
| 1/1/16 | 2,999,575.09 |
| 7/1/16 | 70,763.89 |
| 1/1/17 | 2,590,763.89 |
| 7/1/17 | 48,506.46 |
| 1/1/18 | 2,453,506.46 |
| 7/1/18 | 29,128.05 |
| 1/1/19 | 2,364,128.05 |
| 7/1/19 | 10,313.67 |
| 1/1/20 | 1,290,313.67 |