



U.S. Bank National Association
Global Corporate Trust Services
Attn: Laura Stabley

SUPPLEMENTAL AGREEMENT

Regarding the Missouri Department of Labor and Industrial Relations Escrow Agreement (“Agreement”) dated [] by and between City of Columbia (“Grantor”) and U.S. Bank National Association as Escrowee (“Bank”) with respect to the Escrow Account (“Account”) required by the Division of Workers’ Compensation (“Division”).

In consideration of Bank entering into the above referenced Agreement, attached as Exhibit B and incorporated herein, Grantor agrees to the terms of this supplemental agreement (“Supplemental Agreement”). Capitalized terms not otherwise defined in this Supplemental Agreement have the meanings given them in the Agreement.

1. Fees. Grantor will pay Bank fees per this Section 1 promptly upon receipt of an invoice.

A. Acceptance Fee:

Waived

The acceptance fee covers administrative review of documents, initial set-up of the account, and other reasonably required services up to and including closing. This is a flat one-time fee, payable at closing.

B. Annual Administration Fee:

\$ 1,200.00

The annual administration fee covers the routine duties of Bank associated with the administration of the account. Administration fees are payable annually in advance without proration, until Bank actually receives proper written notice of the termination of the Agreement.

C. Out-of-Pocket Expenses:

At Cost

Reimbursement of expenses associated with the performance of Bank’s duties, including without limitation fees and expenses of legal counsel, accountants and other agents, tax reporting and filing, and filing fees.

D. Extraordinary Fees: Extraordinary fees are payable to Bank for duties or responsibilities not expected to be incurred at the outset of the transaction, not routine or customary, or not incurred in the ordinary course of business. Payment of extraordinary fees is appropriate where particular inquiries, events or developments are unexpected, even if the possibility of such things could have been identified at the inception of the transaction. Extraordinary services might include, without limitation, amendments or supplements, specialized reporting, non-routine calculations, foreign money transfers, use investments not automated with Bank’s trust accounting system, and, only to the extent allowed by law, actual or threatened litigation or arbitration.

2. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, Bank requires documentation to verify its formation and existence as a legal entity. Bank may ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation, unless such disclosure is prohibited by law. Grantor acknowledges that a portion of the identifying information set forth herein is being requested by Bank in connection with the USA Patriot Act, Pub.L.107-56 (the “Act”), and Grantor agrees to provide any additional information requested by Bank in connection with the Act or any similar legislation or regulation to which Bank is subject, in a timely manner.



3. Funds Held as Cash/Investments. Until written direction is provided to invest funds pursuant to the Escrow Agreement, any funds held hereunder shall be held as uninvested cash and no compensation shall be paid thereon. Grantor acknowledges that Bank does not have a duty nor will it undertake any duty to provide investment advice. All investments shall be made in the name of Bank. Bank may, without notice to Grantor, sell or liquidate investments at any time for disbursements permitted or required under the Agreement. Investment earnings shall become part of the Account and investment losses shall be charged against the Account. Bank shall not be liable or responsible for loss in the value of any investment made pursuant to the Agreement, or for any loss, cost or penalty resulting from any sale or liquidation of any investment. Grantor acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulator grant it the right to receive brokerage confirmations for certain security transactions as they occur, Grantor specifically waives receipt of such confirmations to the extent permitted by law. Bank will furnish periodic cash transaction statements that include detail for Account investment transactions, if any. Bank may, but is not obligated to, credit the Account with funds representing income, principal or sales proceeds with respect to Account assets, or to credit the Account assets intended to be purchased with such funds, in each case before receiving sufficient good funds from the payment source, or to otherwise advance funds for Account transactions. Grantor acknowledges the Account's obligation to pay the purchase price of any assets arises immediately upon purchase. Notwithstanding anything in the Agreement, (a) any such crediting of funds or assets is provisional in nature and Bank is authorized to reverse or offset any such transaction or advance if it does not receive good funds with respect thereto, and (b) nothing in the Agreement shall constitute a waiver of any of Bank's rights as a securities intermediary under Uniform Commercial Code §9-206.

4. The Bank.

A. Duties, Limitation of Liability. Bank shall have only those duties and obligations specifically set forth in this Supplemental Agreement and the Agreement, none of which are fiduciary in nature, and shall have no implied duties or obligations. Bank shall not be liable for any damages, losses or expenses incurred as a result of any act or omission of the Bank, except to the extent that a court of competent jurisdiction determines that such damages, losses or expenses were caused solely by Bank's gross negligence or willful misconduct. Bank shall not be required to risk or advance its own funds. Under no circumstances shall Bank be liable for (i) special, indirect or consequential damages or penalties even if Bank has been advised of the likelihood of such damages or penalty and regardless of the form of action, (ii) any action taken pursuant to instruction or request of either Grantor or Division, or (iii) loss, liability, or delay caused by accidents, strikes, fire, flood, war, riot, epidemic, equipment breakdown, electrical, computer or mechanical failure, acts of God or any cause which is beyond its reasonable control. Bank may consult legal counsel selected by it in the event of any dispute or question as to the construction of its duties under any provision of this Supplemental Agreement, the Agreement or any other agreement, or relating to any dispute involving any party hereto, and shall incur no liability and shall be fully indemnified by Grantor against any liability in acting in accordance with the advice of such counsel, unless prohibited by law. Bank shall be under no obligation to institute any suit, or to undertake any proceeding, or to enter any appearance or defend in any suit in which it may be made a defendant, or to take any steps in the execution of the Account or the Agreement or in the enforcement of any rights and powers thereunder, until it is indemnified to its satisfaction against any and all liability, costs and expenses, including without limitation outlays and counsel fees, unless prohibited by law. Bank is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Account or the Agreement, without determination by Bank of such court's jurisdiction in the matter. If any portion of the Account is attached, garnished or levied upon under any court order, or if the payment, assignment, transfer, conveyance or delivery of any Account property is stayed or enjoined by any court order, or if any order, judgment or decree is made or entered by any court affecting any Account property, then Bank is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it, without the need for appeal or other action; and if Bank complies with any such order, writ,



judgment or decree, it shall not be liable to Grantor or to any other person by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated. Bank may resign and be discharged from its duties by giving thirty (30) days' prior written notice to Grantor specifying a date when such resignation shall take effect, and Grantor shall appoint a successor escrowee under the Agreement prior to the effective date of such resignation. If Grantor fails to appoint a successor escrowee within such time, Bank shall have the right to petition a court of competent jurisdiction to appoint a successor escrowee, and all reasonable costs and expenses (including without limitation attorneys' fees) related to such petition shall be paid by Grantor.

B. Suspension of Performance; Disbursement into Court. If, at any time, (i) there shall exist any dispute between Grantor, Division or any other person with respect to the holding or disposition of all or any portion of the Account or any other obligations of Bank, (ii) Bank is unable to determine to its sole satisfaction the proper disposition of all or any portion of the Account or Bank's proper actions with respect to its obligations hereunder or under the Agreement, or (iii) Grantor has not, by the effective date set forth in Bank's notice of resignation, appointed a successor escrowee to act, then Bank may, in its sole discretion, take either or both of the following actions: (i) suspend the performance of any of its obligations (including without limitation any disbursement obligation) under the Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Bank or until a successor Bank shall have been appointed, and/or (ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, in any venue convenient to Bank, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all of the Account, after deduction and payment to Bank of all reasonable fees and expenses (including without limitation court costs and attorneys' fees if ordered by such court) payable to, incurred or expected to be incurred by Bank in connection with the performance of its duties and exercise of its rights hereunder and under the Agreement. Bank shall have no liability to Grantor or any other person with respect to any such suspension of performance or disbursement into court, including without limitation any liability or claimed liability related to any delay in disbursement of the Account property or any delay in or with respect to any other action required or requested of Bank.

C. Indemnification. To the extent not prohibited by law, in addition to Grantor's obligations to Bank under the Agreement, Grantor and its successors and assigns indemnify and hold Bank (for the purposes of this Section, such term shall include Bank's officers, directors, employees, agents, affiliates and assigns) harmless against any and all losses, claims, damages, liabilities, and expenses and disbursements (including without limitation reasonable attorneys' fees) that may be imposed on or incurred by Bank in connection with the Agreement or this Supplemental Agreement, including all costs incurred in the enforcement of these indemnification obligations (together, "Losses") except to the extent Losses are determined by a court of competent jurisdiction to have been caused solely by Bank's gross negligence or willful misconduct. Bank is authorized to, and may disburse to itself from the Account, from time to time, the amount of any compensation and reimbursement of out-of-pocket expenses due and payable hereunder (including any amount to which Bank is entitled to seek indemnification hereunder if not prohibited by law). Bank shall notify Grantor of any disbursement from the Account to itself in respect of any compensation or reimbursement hereunder and shall furnish Grantor copies of related invoices and other statements, and Grantor shall promptly replenish the Account in the amount of any such compensation or reimbursement. This provision shall survive the termination of the Agreement and this Supplemental Agreement and the resignation or removal of Bank.

D. Conflicting Instructions. Bank is authorized and shall incur no liability and be fully indemnified by Grantor for following instructions or requests received from Division (or any other person believed in good faith by the Bank to represent Division even if contrary to instructions received from Grantor.

E. Security and Offset. Grantor grants to Bank a security interest in, lien upon and right of offset against such portion of the Account payable to Grantor with respect to any compensation or reimbursement



(including without limitation indemnification) due to Bank under the Agreement or this Supplemental Agreement.

F. IRS Reporting. Taxable income earned by the Account shall be taxable to Grantor, and Grantor is solely responsible for the preparation and filing of all applicable tax returns. Grantor shall provide Bank with appropriate Forms W-9 or W-8 and all information requested by Bank in connection with preparation of applicable Form 1099 and Form 1042-S documents with respect to all distributions. If such tax documentation and information is not timely provided, Bank may withhold taxes as required by the IRS. Except as otherwise agreed by Escrow Agent in writing, Escrow Agent has no tax reporting or withholding obligation except to the Internal Revenue Service with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Funds, if any.

G. Optional Security Procedures. In the event funds transfer instructions, address changes or change in contact information are given, whether in writing, by facsimile or otherwise, Bank is authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to the person or persons designated on Exhibit A hereto, and Bank may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Bank and shall be effective only after Bank has a reasonable opportunity to act on such changes. If Bank is unable to contact any of the designated representatives identified in Exhibit A, Bank is authorized but is under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Grantor's officers, which shall include without limitation the titles of Chief Executive Officer, President, Treasurer, Vice President, Assistant Vice President and General Counsel, as Bank may select. Grantor shall cause such officer to deliver to Bank an executed incumbency certificate, and Bank may rely upon the confirmation of anyone purporting to be any such officer. Grantor agrees that Bank may at its option record telephone calls made pursuant to this Section. With respect to any funds transfer instruction, Bank may rely solely upon any account numbers or similar identifying numbers provided by Grantor to identify (a) the beneficiary, (b) the beneficiary's bank, or (c) an intermediary bank. Bank may apply any or part of the Account for any payment order using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. Grantor acknowledges that these optional security procedures are commercially reasonable.

H. Dealings. No salaried officer or employee of Grantor and no member of City Council shall have a financial interest, direct or indirect, in this agreement. A violation of this provision renders this agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo shall not be violated. Bank and any authorized stockholder, director, officer or employee of Bank may buy, sell, and deal in any of the securities of the Grantor or any of its affiliates or become pecuniarily interested in any transaction in which Grantor or any of its affiliates may be interested, including without limitation the lending of money, and act as fully and freely as though it were not Bank under the Agreement. Nothing herein shall preclude Bank from acting in any other capacity for Grantor or any other entity.

5. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing (provided that any communication sent to Bank must be in the form of a manually or electronically signed document or electronic copy thereof), in English, and shall be delivered either by (a) personal delivery, (b) nationally recognized overnight courier service, (c) certified or registered mail, return receipt requested, or (d) email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the recipient, by return email or notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatic "read receipt" or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section). Such notices shall be sent to the applicable party or parties at the address specified below:



If to Grantor at: City of Columbia MO
701 E Broadway
PO Box 6015
Columbia MO 65205-6015
Attention: Chelsea Miller
Telephone: 573-874-7369

E-mail: treasmgt@como.gov

If to Bank at: U.S. Bank National Association
One U.S. Bank Plaza
Mail Code: SL-MO-T10S
St. Louis, MO 63101
Attention: Laura Stabley and Brian J. Kabbes
Telephone: (314) 418-3935
Email: laura.stabley@usbank.com & brian.j.kabbes@usbank.com

and to:

U.S. Bank National Association
ATTN: Melissa McClellion, Trust Finance Management
60 Livingston Avenue, EP-MN-WS3T
St. Paul, MN 55107
Telephone: 704-335-4632
E-mail: melissa.mcclellion@usbank.com

6. Jury Trial Waiver. To the extent permitted by law, Grantor and Bank waive any right to have a jury participate in resolving any dispute, whether in contract, tort, or otherwise, arising out of or related to the Agreement, this Supplemental Agreement or transactions related hereto.

7. Representations and Warranties. Grantor represent and warrants to Bank that (a) it has full power and authority to execute and deliver the Agreement and this Supplemental Agreement and to perform its obligations thereunder and hereunder, and the Agreement and this Supplemental Agreement have been duly approved by all necessary action and constitutes its valid and binding agreements enforceable in accordance with their terms; (b) it is not a "covered fund" for purposes of the Volcker Rule provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act; (c) each person designated on Exhibit A has been duly appointed to act as its authorized representative hereunder and individually has full power and authority to execute and deliver any instruction or direction to take any action with respect to the Agreement and this Supplemental Agreement as its authorized representative without further consent or notice to any other person; and (d) no change in designation of such authorized representatives shall be effective until written notice of such change is delivered to Trustee pursuant to Section 5 hereof.

7. Entire Agreement. The Agreement as supplemented by this Supplemental Agreement constitutes the entire agreement between the parties hereto relating to the holding, investment and disbursement of the Account and sets forth in their entirety the obligations and duties of Bank with respect to the Account. To the extent there is any conflict between the Agreement and this Supplemental Agreement, this Supplemental Agreement shall control as between Bank and Grantor.

8. No Waiver of Sovereign Immunity. With the exception of the rights and obligations under Section 4(c), in no event shall the language of this Agreement constitute or be construed as a waiver or limitation for



either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

9. **Term.** This Supplemental Agreement shall terminate upon termination of the Agreement.

10. **Counterparts and Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement. Bank shall not have any duty to confirm that the person sending any notice by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by Bank to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Notwithstanding the foregoing, Bank may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to Bank in lieu of, or in addition to, any such electronic notice. Grantor agrees to assume all risks arising out of the use of electronic signatures and electronic methods to submit instructions and directions to Bank, including without limitation the risk of Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

[Remainder of page intentionally left blank; signature page follows]



[Signature page]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their duly authorized representatives as of the date of the last signatory hereto.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood
City Manager
Date: _____

ATTESTED BY:

Sheela Amin, City Clerk APPROVED

AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 66901080-505040, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Director of Finance

U.S. Bank National Association

By: _____
Printed name: Laura Stabley
Title: Vice President
Date: _____



Exhibit A

Each of the following person(s) is authorized to execute documents and direct Bank as to all matters, including fund transfers, address changes and contact information changes, on Grantor's behalf (only one signature required):

_____ Name	_____ Specimen signature	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Telephone No.

WHEREAS, _____, _____,
 (NAME) (STREET NUMBER)
_____, _____, _____, has made
 (CITY) (STATE) (ZIP CODE)

WHEREAS, the Division of Workers' Compensation, in order to ensure the payment of all existing, future, or potential liabilities and obligations which may arise under the Missouri Workers' Compensation Law, requires as a condition precedent to the granting of such privilege that the employer place in escrow with a bank or trust company in the State of Missouri, acceptable to the Division, direct obligations (either bonds or notes or bills) of the United States in the amount of \$.00 value, or cash in said sum, in lawful United States Dollars.

In order to comply with said requirements, the employer hereby agrees to place into escrow with _____, the escrowee, the following securities and/or cash (escrow funds), as here designated:

TYPE OF INVESTMENT	DENOMINATION OR VALUE

That the employer and his, her, their, or its agents, heirs, successors, personal representatives, and assigns, and the escrowee, its successors and assigns, expressly agree that in the event said employer or his, her, their or its agents, heirs, successors, personal representatives, or assigns shall become insolvent and/or bankrupt within the meaning of the Bankruptcy Act, 11 U.S.C. § 101 et seq., or shall fail to pay any award(s), approved settlement(s) or any other existing, future and potential liabilities or obligations of the employer or his, her, their, or its agents, heirs, successors, personal representatives and assigns, under the Workers' Compensation Law within thirty (30) days after same become(s) final (after the employer has exhausted his rights of review and appeal under the Workers' Compensation Law then upon order or demand of the Division of Workers' Compensation, to the escrowee its successor and assigns the said escrowee its successors and assigns shall within ten (10) days (selling at the current market price if necessary any and all securities deposited) pay to the Division of Workers' Compensation, its agents, successors, assigns and/or designees, out of the escrow funds deposited, and out of the funds obtained from the sale of the securities, if sold, the full amount of the escrow funds as specified by said Division, in said order or demand, so that the Division, its agents, successors, assigns and/or designees, may apply the escrow funds to such existing, future and potential obligations of the employer under the Workers' Compensation Law and the rules and regulations that now or may hereafter be adopted by said Division with respect to the same. Provided, that the obligation of the escrowee, its successors and assigns, to make payment hereunder shall be in the amount determined by the Division, but in no event shall exceed the amount of the escrow funds and the actual proceeds received from the sale of the escrow funds; and provided further, that if said escrowee, its successors and assigns, on account of acts or facts beyond said party's control (as for example, bank moratoriums or holidays), shall be prevented from making sale of said escrow funds, then, and in that event only, said escrowee, its successors and assigns, shall have additional time to make said sale or sales and shall sell said escrow funds as above provided as soon after said ten (10) day period as may be reasonably possible.

In the event of failure by the escrowee its successors and assigns to pay said escrow funds within ten days or as soon after ten days as may be reasonably possible after a delay on account of acts or facts beyond said party's control, the Division of Workers' Compensation shall be entitled to costs of enforcement of this agreement including, but not limited to, attorneys fees and costs, separate from and additional to the amount of the escrow funds as specified by the Division in its order or demand payable from the escrowee, its successors and assigns.

Moneys collected by or on behalf of the Division of Workers' Compensation its agents, successors, assigns and/or designees and dispersed to the Missouri Private Sector Individual Self-Insurers Guaranty Corporation shall be vested in the Missouri Private Sector Individual Self-Insurers Guaranty Corporation and shall not be deemed state property and shall not be subject to appropriation by the legislature, the treasurer or any other state agency.

It is further expressly agreed by and between the employer and his, her, their, or its agents, heirs, successors, personal representatives and assigns, and the escrowee, its successors and assigns, that in the event the amount of the escrow funds shall subsequently be increased by order of the Division of Workers' Compensation, such additional escrow funds deposited with the escrowee, its successors and assigns, shall be subject to the same agreements as heretofore and hereafter set out for the initial deposit; and

It is further expressly agreed by and between the employer and his, her, their, or its agents, heirs, successors, personal representatives and assigns, and the escrowee, its successors and assigns, that as interest becomes due upon the escrow funds, said interest shall be collected by the escrowee, its successors and assigns, and paid over to the employer and his, her, their, or its agents, heirs, successors, personal representatives and assigns; and

It is further expressly agreed by and between the employer and his, her, their, or its agents, heirs, successors, personal representatives and assigns, and the escrowee, its successors and assigns, that the escrow funds placed in escrow by the employer and his, her, their, or its agents, heirs, successors, personal representatives and assigns, cannot be expended, removed, withdrawn, or replaced, except for reinvestment as herein provided or on order or demand of the Division of Workers' Compensation; and

It is further expressly understood and agreed by and between the employer and his, her, their, or its agents, heirs, successors, personal representatives and assigns, and the escrowee, its successors and assigns, that the escrowee, its successors and assigns, shall act upon the order or demand of the Division of Workers' Compensation as herein provided without being held responsible for, or under any requirement to make investigation as to the existence or non-existence of, any preliminary requirements to justify the order or demand of the Division.

This agreement shall be governed by the laws of the State of Missouri and the rules and regulations that now or may hereafter be adopted by the Division.

Executed in triplicate at _____, State of _____,

This _____ day of _____, A.D. 20 _____.

FIRST PART	OFFICIAL CAPACITY		
Employer Signature	Official Capacity		
Escrowee Signature	Official Capacity		
Address	City	State MO	ZIP Code