

**SIDE LETTER AGREEMENT TO MISSOURI DEPARTMENT OF LABOR AND
INDUSTRIAL RELATIONS (THE "DIVISION") ESCROW AGREEMENT**

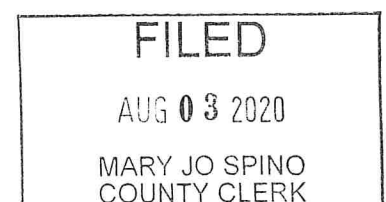
THIS Side Letter Agreement dated Aug 3, 2020 between Jackson County, Missouri (the "**Employer**"), and UMB Bank, n.a., a national banking association organized and existing under the laws of the United States of America, as escrow agent (the "**Escrowee**") supplements that certain Escrow Agreement dated May 28, 2020 (the "**Escrow Agreement**") by and between Employer and the Escrow Agent. Unless otherwise defined herein all capitalized terms used in this Side Letter have the meanings ascribed to such terms in the Escrow Agreement. This Side Letter and the Escrow Agreement are collectively referred to herein as the "**Agreement.**"

In addition to the terms and conditions set forth in the Escrow Agreement, the Employer and the Escrow Agent hereby further agree as follows:

1. **Investment of Funds.** All funds deposited with the Escrowee will be invested in accordance with the written direction of the Employer. In the absence of written investment direction, the Escrowee is hereby directed to reinvest all required escrow funds (excluding any interest earnings) into a 6-month U.S. Treasury Bill. The Escrowee shall be entitled to sell or redeem any such investment as necessary to make any distributions required under the Agreement and shall not be liable or responsible for any loss resulting from any such sale or redemption. Income, if any, resulting from the investment of such funds shall be retained by the Escrowee, until requested by the Employer, and shall be considered, for all purposes of this Agreement, to be part of the funds held under this Agreement.
2. **Duties of the Escrowee.** The Escrowee shall have no duties or responsibilities other than those expressly set forth in the Agreement, and no implied duties or obligations shall be read into the Agreement against the Escrowee.

The Escrowee is not a party to, or bound by any other agreement among the Employer and the Division, and the Escrowee's duties shall be determined solely by reference to the Agreement. The Escrowee shall have no duty to enforce any obligation of any person, other than as provided herein. The Escrowee shall be under no liability to anyone by reason of any failure on the part of any party hereto or any maker, endorser or other signatory of any document or any other person to perform such person's obligations under any such document.

3. **Liability of the Escrowee; Indemnification.** The Escrowee acts hereunder as a depository only. The Escrowee is not responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of the Agreement or with respect to the form of execution of the same. The Escrowee shall not be liable for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith, and in the exercise of its own best judgment, and may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Escrowee), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is believed by Escrowee to be genuine and to be signed or presented by the proper person(s). The Escrowee shall not be held liable for any error in judgment made in good faith by an officer or employee of the Escrowee unless it shall be proved that the Escrowee was grossly negligent in



ascertaining the pertinent facts or acted intentionally in bad faith. The Escrowee shall not be bound by any notice of demand, or any waiver, modification, termination or rescission of this Agreement or any of the terms hereof, unless evidenced by a writing delivered to the Escrowee signed by the proper party or parties and, if the duties or rights of the Escrowee are affected, unless it shall give its prior written consent thereto.

The Escrowee shall not be responsible, may conclusively rely upon and shall be protected, indemnified and held harmless by Employer for the sufficiency or accuracy of the form of, or the execution, validity, value or genuineness of any document or property received, held or delivered by it hereunder, or of the signature or endorsement thereon, or for any description therein; nor shall the Escrowee be responsible or liable in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any document, property or this Agreement.

In the event that the Escrowee shall become involved in any arbitration or litigation relating to this Agreement, the Escrowee is authorized to comply with any decision reached through such arbitration or litigation.

To the extent permitted by law, the Employer hereby agrees to indemnify, protect, save and hold harmless the Escrowee and its respective successors, assigns, agents, and services for any loss, liability, damages, penalty, claims, or expense (collectively "Losses") incurred at any time in connection herewith without gross negligence or willful misconduct on the part of the Escrowee, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, the establishment of the escrow account, the acceptance of moneys and other property deposited therein, the investment of said moneys, the retention of securities or the proceeds thereof and any payment by the Escrowee in accordance with the Agreement, including without limitation legal or other fees and the costs and expenses of defending itself against any claim of liability in the premises or any action for interpleader. The Escrowee shall be under no obligation to institute or defend any action, suit, or legal proceeding in connection herewith, unless first indemnified and held harmless to its satisfaction in accordance with the foregoing. Such indemnity shall survive the termination or discharge of this Agreement or resignation of the Escrowee.

4. Fee of the Escrowee. The Escrowee shall be entitled to fees and expenses for its regular services as the Escrowee as set forth in Exhibit A. Additionally, the Escrowee is entitled to fees for extraordinary services rendered and reimbursement of any out of pocket and extraordinary costs and expenses, including, but not limited to, attorneys' fees. The Escrowee's compensation, costs and expenses shall be paid on demand by the Employer.

5. Dispute. In the event of any disagreement between the undersigned, the Division or any person or persons named in any instructions given pursuant to this Agreement, or any other person, resulting in adverse claims and demands being made in connection with the funds deposited with the Escrowee, the Escrowee shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected hereby the Escrowee shall not be or become liable to the Employer or any other person for its refusal to comply with such conflicts or adverse demands if it (i) follows any direction of the Division received, or (ii) follows a final order or judgment of a court of competent jurisdiction.

6. Modification. This Side Letter may be amended, modified or terminated at any time by a writing executed by Employer and the Escrowee.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. 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. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means.

8. Headings. The section headings contained in this Agreement are inserted for convenience only, and shall not affect in any way, the meaning or interpretation of this Agreement.

9. Severability. This Agreement constitutes the entire agreement among the parties and supersedes all prior and contemporaneous agreements and undertakings of the parties in connection herewith. In the event that any one or more of the provisions contained in this Agreement, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

10. Notices. All notices, demands and requests required or permitted to be given under the provisions of the Agreement must be in writing and shall be deemed to have been sufficiently given, upon receipt, if (i) personally delivered, (ii) sent by email and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

(i) If to Employer:

Jackson County, Missouri
Attn: John Gordon
415 E. 12th Street, Room 105
Kansas City, MO 64106
Phone: (816) 881-1320
Email: JGordon@jacksongov.org

(iii) If to the Escrowee:

UMB Bank, N.A
Attn: Nicole Tarantino
928 Grand Blvd., 12th Floor
Kansas City, MO 64106
Phone: (816) 860-7631
Email: Nicole.Tarantino@umb.com

11. Regulatory Compliance. The Employer agrees to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. Persons) and other forms and documents that the Escrow Agent may reasonably request at the time of execution of this Agreement, and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time or the Bank Secrecy Act, as amended from time to time.

EMPLOYER:

JACKSON COUNTY, MISSOURI

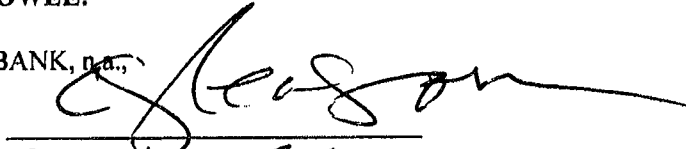
By: 

Name: Bob Crotzinger

Title: Director of Finance

ESCROWEE:

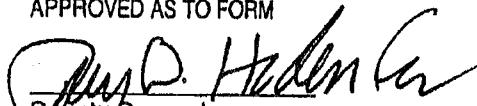
UMB BANK, n.a.,

By: 

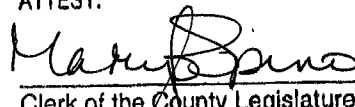
Name: Charles Gleason

Title: Sr. Vice-President

APPROVED AS TO FORM


County Counselor

ATTEST:


Clerk of the County Legislature

FILED
AUG 03 2020
MARY JO SPINO
COUNTY CLERK

EXHIBIT A

ESCROW FEES AND EXPENSES

Acceptance Fee

Review escrow agreement/side letter agreement
and establish account

\$0

Annual Fee

Maintain account

\$600.00

Fees specified are for the regular, routine services contemplated by the Escrow Agreement, and any additional or extraordinary services, including, but not limited to disbursements involving a dispute or arbitration, or administration while a dispute, controversy or adverse claim is in existence, will be charged based upon time required at the then standard hourly rate. In addition to the specified fees, all expenses related to the administration of the Escrow Agreement (other than normal overhead expenses of the regular staff) such as, but not limited to, travel, postage, shipping, courier, telephone, facsimile, supplies, legal fees, accounting fees, etc., will be reimbursable. Acceptance and first year annual fees will be payable at the initiation of the escrow and annual fees will be payable in advance thereafter. Other fees and expenses will be billed as incurred.
