



AMENDMENT TO ESCROW AGREEMENT

This Amendment to Escrow Agreement ("Amendment") is made as of the 25th day of August, 2023 to that certain Escrow Agreement dated as of February 18, 2022 ("Agreement") between Huntington Public Capital Corporation ("Lessor"), Buckeye Local School District ("Lessee") and The Huntington National Bank ("Escrow Agent").

WHEREAS, the Agreement was entered into in connection with that certain Master Lease Agreement dated as of February 18, 2022 and Schedule 001 thereto dated February 18, 2022 with an initial funding date of February 22, 2022; and

WHEREAS, the undersigned parties to the Agreement wish to amend the Agreement as set forth herein.

Now therefore, in consideration of the mutual covenants and promises as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

- 1. The Lessor and Lessee hereby agree that Section No. 2 of the Escrow Agreement is modified as follows: "Funding Expiration Date" shall mean the date which is 30 months after the date of this Escrow Agreement. This is a 12 month extension from the previous Funding Expiration Date of 18 months after the date of the Escrow Agreement.
2. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, constitute a waiver of, or otherwise affect the rights and obligations of the Lessee, Lessor or Escrow Agent under the Escrow Agreement, nor alter, modify amend or in any way affect any of the terms, conditions, covenants or agreements contained in the Escrow Agreement, all of which the Lessee ratifies and affirms in all respects and all of which shall continue in full force and effect. Nothing contained herein shall operate to release the Lessee or any other person or persons from their liability to keep and perform the provisions, conditions, and obligations contained in the Agreement.

IN WITNESS WHEREOF, the parties, each by its duly authorized officer or agent, have duly executed and delivered this Amendment as of the date set forth above.

Lessor:

Huntington Public Capital Corporation,

By:
Print Name:
Its:

Lessee:

Buckeye Local School District

By:
Print Name:
Its:

Escrow Agent:

The Huntington National Bank,
a National Banking Association

By: [Signature] Amy Thompson
Print Name: Vice President
Its: