

MISSOURI-AMERICAN WATER COMPANY
CERTIFIED COPY OF CORPORATE RESOLUTION

I, Tim Luft, Secretary of Missouri-American Water Company, do hereby certify that the following Resolutions were duly adopted by Unanimous Consent on the 3rd day of June 2021 in lieu of a special meeting of the Board of Directors of said Company and that said Resolutions have not been rescinded, amended or modified:

RESOLVED, the Board of Directors hereby authorizes the Company to borrow an amount not to exceed \$11,500,000 for the purposes described in the recitals hereof. Interest on the Loan shall be calculated on the basis of an annual rate equal to 30% of the Revenue Bond Index as published in *The Bond Buyer* most recently prior to the date of origination of the Loan, rounded up to the nearest 0.01%. The Loan shall have such other terms and provisions as set forth in the herein approved Loan Agreement. The Loan shall be evidenced and secured by the Master Note of the Company payable to DNR, issued in the maximum principal amount of \$11,500,000 pursuant to the Master Note Indenture; and be it

FURTHER RESOLVED, the Board of Directors approves the preparation and execution of the proposed documents relating to the financing set forth below (collectively, the "Financing Documents"), upon such terms as shall be approved by the officers of the Company signing said documents on behalf of the Company, the execution of said documents by such officers shall constitute conclusive evidence of their approval and the Company's approval thereof:

- (a) Loan Agreement (the "Loan Agreement") between the Company and DNR;
- (b) Master Trust Indenture (the "Original Indenture"), between the Company and the Master Note Trustee;
- (c) Supplemental Master Trust Indenture No. 1 (the "First Supplemental Indenture"), between the Company and the Master Note Trustee;
- (d) Master Indenture Note (State of Missouri – Direct Loan Program) Series 2021A, of the Company payable to DNR, which will be issued under the Master Note Indenture in the maximum principal amount of \$11,500,000 to evidence and secure the Loan; and
- (e) Deed of Trust and Mortgage (the "Mortgage") from the Company, as grantor, to the mortgage trustee named therein, and the Master Note Trustee, as beneficiary and as trustee for the holder of the Master Note and the holders of future master indenture notes issued under the Original Indenture, under which the Company grants a mortgage lien and security interest in the Mortgaged Property (as defined therein); and
- (f) Escrow Trust Agreement between the Company and UMB Bank, N.A., as paying agent and escrow agent; and be it

FURTHER RESOLVED, the President or Vice President of the Company shall be and each such person is authorized, empowered and directed to execute, enter into, deliver

and, where necessary, record the Financing Documents, for and in the name and on behalf of the Company and, where necessary, the Secretary or any Assistant Secretary of the Company is hereby authorized and directed to attest said documents, and said documents shall be substantially in the respective forms approved by the officers of the Company executing the same, and the execution of such documents by such officers of the Company shall constitute conclusive evidence of such officers' approval and the Company's approval of such documents; and be it

FURTHER RESOLVED, the officers of the Company are authorized and directed to take such further action and things and to execute and deliver such other documents, certificates and instruments and to pay all such fees, taxes and expenses as may in their discretion be necessary or desirable in order to carry out and comply with the intent of foregoing resolutions and the terms and provisions of the Financing Documents; and all of the acts of the officers of the Company which are in conformity with the intent and purposes of the foregoing resolutions, whether heretofore or hereafter taken or done, shall be and the same are hereby in all respects ratified, confirmed and approved; and be it

FURTHER RESOLVED, all prior resolutions of the Board of Directors or any parts thereof in conflict with any or all of the foregoing resolutions are hereby repealed to the extent of such conflict.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of Missouri -

American Water Company, and have caused the corporate seal of said Company to be

hereunto affixed, this 30th day of August 2021.



Tim Luft
Secretary