

1-2. Please provide a copy of the loan agreement showing the terms of the loan.

Response (by Michael Kirkwood): Please see the attached loan agreement, which includes the terms of the loan.

RHODE ISLAND INFRASTRUCTURE BANK

LOAN AGREEMENT

EFFICIENT BUILDINGS FUND

This AGREEMENT is entered into as of the 1st day of June, 2020, between the Rhode Island Infrastructure Bank (the "Bank") and the Pascoag Utility District (the "Borrower") in accordance with Chapter 46-12.2 of the Rhode Island General Laws (the "Act"), and an act or acts of the General Assembly of the State of Rhode Island and Providence Plantations (the "Local Bond Act"), more fully described in Exhibit A hereto, in order to finance eligible energy efficiency projects listed on the Efficient Buildings Fund Project Priority List established by the Rhode Island Office of Energy Resources ("OER"), to the extent of the aggregate amount of the loans made hereunder. The Borrower's energy efficiency project is described in Exhibit B (the "Project").

ARTICLE I THE LOAN

1.1. The Bank agrees to and does hereby loan to the Borrower, and the Borrower agrees to and does hereby borrow from the Bank, in accordance with the terms of this Agreement, the principal sum of One Million Four Hundred Nineteen Thousand Forty-Five Dollars (\$1,419,045.00) (the "Loan"), the proceeds of which shall be used to finance the Project. The Borrower shall repay the Loan, with interest thereon, in annual installments as provided in this Agreement and in the form of the Borrower Bonds, described below. The proceeds of the Loan shall be disbursed hereunder by the Bank to the Borrower, or on its order, on a periodic basis, as requested by the Borrower, but not more frequently than monthly, subject to the approval of the amount of each disbursement by the Bank and the Rhode Island Office of Energy Resources ("OER").

1.2. The Loan shall be evidenced by a bond or bonds of the Borrower (in either case, referred to herein as the "Borrower Bonds"), which the Bank agrees to purchase from the Borrower on the date hereof. The Borrower Bonds shall be issued under and in accordance with the applicable provisions of the Rhode Island General Laws, the applicable Local Bond Act and the Act and each disbursement shall be noted thereon or otherwise recorded in the records of the Bank. The Borrower Bonds shall be substantially in the form of Exhibit C hereto.

1.3. To fund loans to other Borrowers of the Efficient Buildings Fund program, the Bank has issued its Efficient Buildings Fund Revenue Bonds, 2018 Series A (the "Bank Bonds"), under and pursuant to an Indenture of Trust (the "Indenture of Trust" or "Indenture"), dated November 1, 2018, between the Bank and U.S. Bank National Association, as Trustee. The Borrower Bonds and this Agreement will be pledged and assigned to the Trustee as security for the Bank Bonds.

1.4. Funds of the Bank equal to the principal amount of the Loan, less, in each case, a loan closing fee (the "Loan Closing Fee") equal to (i) the Borrower's cost of issuance with respect to the issuance of the Borrower Bond plus (ii) one percent of the Loan, will be deposited in an account or accounts (the "Borrower Construction Account"), including the Pascoag DSRF described herein,

for the benefit of the Borrower held by U.S. Bank National Association, as Depository (the "Depository") under the Depository and Administrative Payment Agreement between the Bank and the Depository dated December 8, 2017, (the "Depository Agreement"). Such deposit or deposits, together with the Loan Closing Fee, shall constitute the Loan. The Bank, in its sole discretion, shall determine which funds available to the Bank shall be allocated to the Loan.

ARTICLE II THE BORROWER BONDS

2.1. (i) Payment of principal of and interest on the Loan shall be made by the Borrower in accordance with the terms of the Borrower Bonds and as stated in Exhibit D attached hereto. The stated interest rate on the Borrower Bonds, which is the Borrower's market rate (the "Market Rate"), is the prevailing market tax-exempt interest rate for issuers of comparable creditworthiness to the Borrower, as determined by the Bank on the advice of the Financial Advisor after consultation with the Borrower. The subsidized interest rate (the "Subsidized Interest Rate") is calculated based on a 20% interest subsidy from the Borrower's Market Rate. The Borrower will be obligated by the Borrower Bonds to pay the Market Rate stated thereon but will be billed only for the Subsidized Interest Rate except in special circumstances as set forth below in Section 2.2 and in Article VI. The Borrower shall also pay to the Bank a loan servicing fee (the "Loan Servicing Fee") in the amount of three tenths of one percent (0.003%) of the Loan amount outstanding as stated in Exhibit D.

(ii) Notwithstanding the foregoing, in the event the Borrower fails to deliver to the Bank the Division Order described in Section 3.3 herein by December 31, 2020, the Market Rate shall be adjusted to the Market Rates set forth in Exhibit D-1 until such time as the Borrower delivers the Division Order to the Bank. Upon the delivery of the Division Order to the Bank, the Market Rate shall be re-adjusted to the rates set forth in Exhibit D. The Bank shall recalculate and provide to the Borrower a revised debt service schedule in the event the Market Rate is adjusted.

2.2 In the event of a default in payment by the Borrower or any other borrowers of the Efficient Buildings Fund Program (EBF)(other than due to an event of non-appropriation), the Bank may cover its debt service obligations on Bank Bonds by requiring the Borrower and/or other EBF borrowers (who have not failed to appropriate funds) to pay up to the Market Rate on their respective Borrower Bonds. Any adjustment from the Subsidized Rate up to the Market Rate on a loan shall never affect the amount of Loan proceeds which may be disbursed pursuant to Article V, nor shall it affect the amount of principal which must be repaid on the Borrower Bonds. The only effect shall be a requirement that the Borrower pay interest in excess of the Subsidized Interest Rate, but not in excess of the Market Rate stated on the Borrower Bonds. Such requirement shall be prospective only and shall apply to payments of interest due after the Bank has given written notice to the Borrower of the circumstances which have caused such requirement to occur. At such time as the Bank is again able to meet its debt service obligations, the Bank shall again bill the Borrower only at the Subsidized Interest Rate. The Bank shall not be required to reimburse or credit the Borrower for any increase paid pursuant to this Section.

2.3. Interest is to be calculated on the basis of a 360-day year of twelve thirty-day months.

The Loan proceeds will be deemed drawn in accordance with the draw schedule set forth in Exhibit D. The Bank shall furnish to the Borrower a monthly statement of Loan activity showing all amounts which have been actually disbursed pursuant to the terms of this Agreement.

2.4. Annual payments by the Borrower of the principal of the Loan will be made in accordance with the terms of the Borrower Bonds. Principal payments will begin within one year after the estimated date of completion of construction of the Project as identified in the Project description in Exhibit B or in the case of a Project completed prior to the issuance of the Borrower Bonds, within one year after the Borrower Bonds are issued. Principal payments will be made annually on September 1 and the schedule of payments will be as shown in the form of the Borrower Bonds. The initial scheduled completion date for the Project is stated in Exhibit B.

2.5. Interest shall be paid by the Borrower semi-annually each March 1 and September 1, and shall commence not later than September 1, 2020.

2.6. A Loan may be prepaid by the Borrower at any time with the reasonable consent of the Bank but as a condition to giving such consent the Bank may require a prepayment penalty based on the cost of reinvesting the prepayment or any other reasonable negative financial impact to the Bank, provided, however, such prepayment penalty shall not exceed the amount that would have been paid by the Borrower had the Borrower Bonds been paid through the end of the original term of the Borrower Bond at the Market Rate plus any administrative expenses incurred by the Bank in connection with the prepayment, such administrative expenses in an amount not to exceed one hundred and five percent (105%) of the outstanding principal amount of the Borrower Bonds.

2.7. The Borrower Bonds, when delivered to the Bank shall be in fully marketable form accompanied by documentation in form and substance satisfactory to the Bank including an opinion acceptable in form to the Bank of nationally recognized bond counsel as to the valid authorization, execution, delivery and enforceability of the Borrower Bonds and this Agreement. The Bank agrees that it will comply with Rule 15c2-12 of the Securities and Exchange Commission and any other applicable securities laws.

ARTICLE III PLEDGE AND DEFAULT

3.1. (i) The Borrower Bonds shall constitute a limited obligation of the Borrower, payable solely from appropriations made therefor by the Borrower. The obligation of the Borrower to pay principal, prepayment penalty, if any, or interest on the Borrower Bond is subject to and dependent on annual appropriation of such payment being made by the Borrower for such purpose.

(ii) The Borrower Bonds are limited obligations payable solely from an appropriation of general revenues.

(iii) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE COST AND EXPENSE OF THE PERFORMANCE BY THE BORROWER OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE INCURRENCE OF ANY

LIABILITIES OF THE BORROWER HEREUNDER, INCLUDING WITHOUT LIMITATION, THE PAYMENT OF ALL AMOUNTS PAYABLE UNDER THIS AGREEMENT, SHALL BE SUBJECT TO AND DEPENDENT UPON APPROPRIATIONS BEING MADE FROM TIME TO TIME BY THE GOVERNING BODY OF THE BORROWER FOR SUCH PURPOSE. THE EXECUTIVE DIRECTOR AND CHAIRMAN COVENANT THAT THEY WILL DO ALL THINGS LAWFULLY WITHIN THEIR POWER TO REQUEST AND OBTAIN APPROPRIATIONS FROM WHICH PAYMENTS MAY BE PAID, INCLUDING EXHAUSTING ADMINISTRATIVE REVIEWS, IF AVAILABLE, IN THE EVENT OF NON-APPROPRIATION OF SUFFICIENT FUNDS.

(iv) Notwithstanding anything contained in this Agreement to the contrary, a failure by the Borrower to pay when due any payment required to be made under this Agreement or a failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, resulting from a failure of the governing body of the Borrower to appropriate moneys for such purposes, shall not constitute an Event of Default under this Agreement.

(v) In the event no funds or insufficient funds are lawfully appropriated in any fiscal year enabling the payment of all the payments due hereunder for the next succeeding fiscal year, then the Borrower will immediately notify the Bank of such occurrence. On the August 1 following the last date on which such funds can be lawfully appropriated in such fiscal year, the Agreement shall terminate without penalty or expense to the Borrower of any kind whatsoever, except as to the portions of payments herein agreed upon for fiscal years in which sufficient funds have been lawfully appropriated. In the event of such termination, the Borrower agrees immediately to peaceably surrender possession of the Project to the Bank on the date of such termination, to the extent possession of any portion of the Project may be reasonably surrendered.

(vi) If this Agreement is terminated and if within sixty (60) days after such date of termination there are lawfully appropriated funds to make payments under this Agreement, then, at the option of the Bank, the Agreement shall be reinstated and deemed renewed as of the day following the date of termination. Any payments due and payable between the date of termination and date of reinstatement of the Agreement, the payment which would have been due on such date if the Agreement had not been terminated shall become immediately due and payable on the date the Agreement is reinstated.

3.2. Debt Service Reserve.

(i) Pursuant to the Depository Agreement, the Depository shall establish and maintain a separate Subaccount designated as the Pascoag Series 2020 A Debt Service Reserve Subaccount (the "Pascoag DSRF"). In connection with the delivery of the Borrower Bond, from proceeds of the Loan, the Depository shall deposit in the Pascoag DSRF, an amount equal to \$109,803.54 (the "Pascoag Reserve Requirement").

(ii) All moneys in the Pascoag DSRF shall be used and withdrawn by the Depository, as directed by an Authorized Officer of the Bank, in the event of a non-payment of the Loan in

accordance with the Borrower Bond and Loan Agreement entered into between the Borrower and the Bank in connection with the Loan.

(iii) The Depository shall deposit into the Pascoag DSRF, as directed by an Authorized Officer of the Bank: (i) any amounts made available by the Borrower in order to restore the deposit in the Pascoag DSRF to the Pascoag Reserve Requirement; and (ii) such other funds, securities, or other property made available by the Bank for deposit therein.

(iv) Notwithstanding anything to the contrary in the Depository Agreement, if a withdrawal is made from the Pascoag DSRF pursuant to subsection (b) herein, the Borrower shall make five (5) monthly deposits to the Pascoag DSRF in an amount equal to one-fifth (1/5) of the amount of such withdrawal until the Pascoag Reserve Requirement is replenished, as directed in writing by an Authorized Officer of the Bank.

(v) To the extent available, all funds available in the Pascoag DSRF shall be applied to the last debt service payment for the Pascoag Loan, as may be directed by the Bank.

3.3 Notwithstanding the foregoing, upon delivery to the Bank by the Borrower of an Order of the Rhode Island Division of Public Utilities and Carriers (the "Division Order") approving the issuance of long-term bonds or notes by the Borrower to finance the Project and to pledge its electric revenues for the repayment of such long-term financing, the Bank and the Borrower shall execute financing documents evidencing such long-term financing, including the release of all funds held in the Pascoag DSRF, which shall be transferred to the Borrower's Construction Account.

3.4. In the event of non-payment of any installment of any principal of or interest on a Borrower Bond, any Bank funds payable to the Borrower may be set off against and applied in payment of any obligations that are due hereunder. In the event of set off, the Bank shall notify the Borrower of said set off and said funds will be applied to the annual payment due.

3.5. No delay or omission on the part of the Bank in exercising any right under the Borrower Bonds or hereunder shall operate as a waiver of such right or of any other right under the Borrower Bonds or hereunder. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

3.6. The Borrower will pay, subject to appropriation of funds, all costs of collection, legal expenses, and reasonable attorney's fees incurred or paid by the Bank in collecting or enforcing the Borrower Bonds, this Agreement or any Loan made hereunder on default, except to the extent that a court of competent jurisdiction has determined that such costs, expenses and fees were not reasonably incurred.

3.7. If any payment due from the Borrower to the Bank for which funds have been appropriated shall not be paid in full when and as due, and provided that the Bank shall have given written notice of or a bill for such payment not earlier than 45 days and not later than 30 days before the same is due, additional interest charges shall be made, subject to appropriation of funds, as a late payment fee which will be charged to the Borrower and due to the Bank. The late payment fee shall be

five percent (5%) of the amount of the payment or portion thereof, which is late and will be charged every fifteen days, until the payment in question is received, or such lesser amount as shall not exceed an amount equal to the principal to be redeemed, plus interest to the redemption date, calculated at the Market Rate. The late payment fee shall not constitute a penalty or liquidated damages but shall constitute interest due on the Borrower Bonds and is intended to compensate the Bank for the costs and expenses incurred by it on account of each late payment, including but not limited to interest costs and accounting expenses.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1. The Borrower, as consideration for the making of the Loan by the Bank represents and warrants as follows:

- (i) it is a quasi-municipal corporation, district, and political subdivision of the State of Rhode Island authorized to produce, purchase, acquire, distribute, and sell electricity at wholesale or retail within its District boundaries;
- (ii) it is authorized to enter into this Agreement, to receive the Loan, to issue the Borrower Bonds and to undertake the Project;
- (iii) the Loan, the Borrower Bonds and this Agreement have each been duly authorized by the appropriate bodies of the Borrower and, when delivered at or prior to the time the Loan is made, will constitute valid and binding obligations, enforceable in accordance with their terms;
- (iv) there is no fact that the Borrower has not disclosed to the Bank that materially adversely affects the properties, activities, financial condition or economic outlook of the Borrower or its ability to undertake the Project or repay the Loan; and
- (v) except as to matters detailed in Exhibit E attached hereto, there is no litigation or other proceedings, pending or threatened, against or affecting the Borrower, in any court or before any government agency that, if decided adversely to the Borrower, would materially adversely affect the properties, activities, financial condition or economic outlook of the Borrower or its ability to undertake the Project or repay the Loan;

4.2. The Borrower shall confirm, as of the date of each construction disbursement made pursuant to Article V, the representations and warranties contained in Section 4.1 and in addition at the time of each construction disbursement shall represent and warrant as follows:

- (i) it is in compliance in all material respects, with all laws, ordinances, rules and regulations affecting or relating to the Project;
 - (ii) it has used all previously disbursed Loan proceeds and will use all Loan
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proceeds to be disbursed to pay a portion of the costs of the Project or to reimburse itself for costs of the Project which it has paid and which have not been the subject of any prior disbursement;

(iii) it is not in material default hereunder, or under the Borrower Bonds;

(iv) the extent, if any, to which the representations and warranties made in Section 4.1 are no longer true and correct in all material respects;

(v) the extent, if any, to which all representations and covenants made in any certificate furnished in connection with the delivery of the Borrower Bonds, including certificates relating to disclosure of material information in connection with the sale of Bank Bonds and to the tax-exempt nature of interest on the Borrower Bonds, are no longer true and correct; and

(vi) the Project was built in conformance with the Project application, along with plans and specifications.

ARTICLE V DISBURSEMENT

5.1. After the Loan is made pursuant to Section 1.3 of this Agreement, construction progress payments and reimbursements will be made to the Borrower or on its order from the Borrower's Construction Account held under the Depository Agreement. Payments and reimbursements will be made only on account of those portions of the Project, as identified in Exhibit B, which appear on the OER Project Priority List. OER, or its designated representative, will inspect the Project prior to the final disbursement for the Project to ensure that the Project has been completed as described in the Project application, and upon satisfactory inspection, shall provide the Bank with a written approval for the final disbursement. The amount of the final disbursement shall not be less than ten percent (10%) of the amount of the Loan, and the Bank shall withhold such amount until receipt of final written approval from OER.

5.2. No more frequently than monthly, the Borrower may submit to the Bank a requisition, in the form set forth in Exhibit F, for payment from the Borrower Construction Account held under the Depository Agreement. Such requisition shall be accompanied by vendor, contractor or supplier invoices, or such other documentation as the Bank shall require, showing that the payee, the purpose and the aggregate amount of payments is within the Project definition, all applicable OER approvals and the total amount of the Loan. In the case of a requisition for the reimbursement of Project costs paid in the first instance by the Borrower, the requisition shall additionally state that such costs have not been the subject of any prior requisition and are within all applicable guidelines for reimbursement financing.

5.3 Except as provided below, when the Bank and OER have reviewed any requisition and found it to be complete and proper, or have, in their reasonable discretion, waived any non-compliance, the Bank shall cause the Depository under the Depository Agreement to transfer the

amount of such requisition to the Bank for the Borrower's account therewith. The Bank and OER review of any requisition shall be completed within five (5) business days of its receipt. Upon receipt of such transfer, and in any case within five (5) business days thereof, the Bank shall issue its check to or on the order of the Borrower, in each case, for payment as specified in the requisition. If at the time of any requisition any of the following shall be true:

- (i) there shall then be a continuing Event of Default hereunder;
- (ii) the Bank shall have been notified by OER that disbursement of the Loan should be suspended as a result of conditions found during an OER review or inspection of the Project, or any components thereof; or
- (iii) if the representations and warranties contained in Section 4.1 and Section 4.2 shall not be true and correct in all material respects as of the date of the requisition; or
- (iv) there shall be an event of non-appropriation hereunder;

then the Bank shall have sole discretion as to whether to cause the Depository to make such transfer and to issue such check, as aforesaid.

ARTICLE VI EVENTS OF DEFAULT

6.1 In the event that the Borrower shall fail to make any payment (for which funds have been appropriated) of the principal of, the premium, if any, and interest on all or a portion of the Loan when and as the same shall become due and payable, in accordance with the terms hereof, such failure shall constitute an Event of Default, without notice or demand of any kind whatsoever.

6.2 In the event that the Borrower shall fail to observe or comply with any obligation or covenant under this Agreement (other than non-payment due to an event of non-appropriation), or if any other representation or warranty of the Borrower under this Agreement shall at any time prove to have been false or misleading in any material respect when made or given, such failure or such occurrence shall constitute an Event of Default if the same shall continue for a period of thirty (30) days after written notice thereof given to the Borrower by or on behalf of the Bank; provided, however, that if (a) the failure is not one which may be cured by the payment of money, (b) the curing of such failure cannot be accomplished with due diligence within said thirty days, (c) Borrower commences to cure such failure within said thirty days and thereafter diligently and continuously prosecutes the cure of such failure, and (d) the extension of the period for effecting a cure will not result in any material adverse effect of the interests of the holders of the Bank Bonds, if any, then such period of thirty (30) days shall be extended for such period, not in excess of six (6) months, as is reasonably necessary for Borrower so acting to cure such failure.

6.3 Upon the occurrence and continuation of an Event of Default, the Bank may take any and all action, at law or in equity, as it may deem appropriate to enforce this Agreement and the Borrower Bonds, including requiring the Borrower to pay up to the Market Rate on the Borrower

Bonds. In addition and not in limitation of all other rights which it may from time to time have, including, but not limited to, the rights set forth in Section 3.5 of this Agreement, the Bank may, if an Event of Default under Section 6.1 of this Agreement has occurred, if and to the extent permitted by law, suspend all further construction progress payments and exercise its rights under Section 2.2 hereof.

ARTICLE VII COMPLIANCE AND REPORTS

7.1 OER, or its designated representative, may inspect the Project at any time during the construction process and following completion of the Project.

7.2 **For Energy Efficiency Projects** – Within thirty (30) days of construction completion, the Borrower shall have an independent, 3rd party commissioning of all energy efficiency measures. A copy of the commissioning report (hard copy and electronic copy) shall be forwarded to the Bank and OER within thirty (30) days following the commissioning.

7.3 **For Solar PV Projects** – Within thirty (30) days of interconnection, the Borrower shall have an independent third party inspection of the renewable energy system. Third party independent inspections completed pursuant to existing State programs are acceptable. A copy of the inspection report (hard copy and electronic copy) shall be forwarded to the Bank and OER within thirty (30) days following the inspection.

7.4 **For Wind Projects** - Within thirty (30) days of interconnection, the Borrower shall have an independent third party inspection of the renewable energy system. Third party independent inspections completed pursuant to existing State programs are acceptable. A copy of the inspection report (hard copy and electronic copy) shall be forwarded to the Bank and OER within sixty (60) days following the inspection.

7.5 The Borrower is required to comply with all OER data and reporting requests for a minimum period of five (5) years following completion of the Project, including, but not limited to:

- 7.5.1 Actual number of full time equivalent jobs associated with the Project;
- 7.5.2 Job types;
- 7.5.3 Borrower wide energy consumption compared to baseline consumption that was submitted to OER in the Borrower EBF Project Priority List application;
- 7.5.4 For any portion of the Project consisting of energy efficiency projects, comparison of actual units of energy (e.g. kWh, therms, gallons) saved versus estimated units of energy saved based on the Borrower EBF Project Priority List application submitted to OER; and

7.5.5 For any portion of the Project consisting of renewable energy projects, accessibility to the project production dash boards (e.g. Locus, Solectria).

7.6 Any inspection or review by the OER or its designated representative is for the limited purpose of confirming completion of the Project as described in the Project application and is not intended to relieve the Borrower or its contractors of any responsibility with respect to the design and construction.

7.7 The design and construction shall comply with all State required regulations, including applicable Americans with Disabilities (ADA) regulations, historic preservation regulations, environmental regulations, and any other pertinent regulations or applicable portions thereof.

7.8 Upon completion of the Project, the Borrower shall be responsible for maintaining all aspects of the Project in accordance with the design plans and specifications developed for the Project, at its own cost and expense.

7.9 Nothing in this Agreement shall in any way alter or negate the terms of any contracts or agreements necessary for the use of Federal funds or utility incentives for any portion of the Project.

7.10 The Borrower agrees to comply with all State requirements with respect to carrying out the Project, including those requirements contained in:

- (i) Chapter 46-12.2 of the Rhode Island General Laws;
- (ii) Chapter 37-13 of the Rhode Island General Laws;
- (iii) Chapter 37-14.1 of the Rhode Island General Laws; and
- (iv) Other State laws or administrative rules applying to activities supported with State funds.

The Borrower shall, for as long as is required by applicable law, submit to the Bank on a timely basis, such reports and other information as the Bank may reasonably require to show that the Borrower is in compliance with all such requirements.

7.11 The Borrower will provide the following information to the Bank during the life of the Loan:

- (i) a copy of its annual audited financial statements in accordance with Generally Accepted Government Accounting Standards, annually within 9 months of end of fiscal year.
- (ii) unless included as a part of the audited financial statements furnished

pursuant to item (i) or the annual budget furnished pursuant to item (iii), an analysis of municipal operating revenues and expenses and a comparison of such revenues and expenses to the budget adopted for the respective period, annually within 9 months of the end of the fiscal year.

(iii) a copy of the annual budget of the Borrower, within fifteen days of its adoption.

(iv) unless included as a part of the annual budget or audited financial statements and furnished pursuant to item (iii), a schedule of current and projected short-term and long-term debt service, annually with the aforesaid budget.

(v) copies of reports submitted to OER, U.S. Department of Energy, and any other regulatory agency relating to the Project financed by the Bank or the operation thereof, simultaneously with such submission.

(vi) on September 1 of each year, a certification to demonstrate compliance with Section 4.1(vi) hereof, in the form set forth as Exhibit G or such other form as reasonably determined by the Bank.

(vii) such other information or reports as and when the Bank may reasonably require.

7.12 To the extent required by law, during such times as the Borrower shall constitute an obligated person with respect to the Bank Bonds within the meaning of S.E.C. Rule 15c2-12 (the "Rule") as in effect from time to time, the Borrower agrees to furnish to the Bank (1) such financial information and operating data with respect to the Borrower at such times and in such forms as the Bank shall reasonably request in order to comply with the provisions of the Rule, together with financial statements of the Borrower, provided, however, that if audited financial statements are not then available, unaudited financial statements shall be provided, (2) if not submitted as part of the annual financial information, then when and if available, the Borrower agrees promptly to provide the Bank with its audited financial statements for each fiscal year, and (3) the Borrower agrees to provide or cause to be provided to the Bank, within ten (10) business days after the occurrence thereof, notice of the occurrence of any of the following events with respect to the Borrower Bonds:

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) substitution of credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions or the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Borrower Bonds or other material events affecting the tax-exempt status of the Borrower Bonds;
- (g) modifications to rights of holders of the Borrower Bonds, if material;

- (h) Borrower Bonds calls, if material;
- (i) Borrower Bonds defeasances;
- (j) release, substitution, or sale of property securing repayment of the Borrower Bonds, if material;
- (k) Borrower Bond rating changes;
- (l) Borrower Bond tender offers;
- (m) bankruptcy, insolvency, receivership or similar event of the Borrower*;
- (n) the consummation of a merger, consolidation, or acquisition involving the Borrower or the sale of all or substantially all of the assets of the Borrower, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions other than pursuant to its terms, if material;
- (o) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (p) incurrence of a financial obligation of the Borrower, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Borrower, any of which affect Bondowners, if material,¹ or
- (q) default, event of acceleration, termination event, modification of terms, or others similar events under the terms of a financial obligation of the Borrower, and of which reflect financial difficulties¹.

The Borrower agrees that from time to time it will also provide notice to the Bank of the occurrence of other events, in addition to those listed above, if such other event is material with respect to the Borrower Bonds.

To the extent required by law the Borrower will provide, in a timely manner, to the Bank, notice of a failure to satisfy the requirements of this Section.

The intent of the Borrower undertaking pursuant to this Section is to facilitate the Bank's ability to comply with the requirements of the Rule. Accordingly, the Borrower agrees to provide the Bank with any additional information the Bank may reasonably require in order to comply with the requirements of Rule, as in effect from time to time.

7.14 The Borrower's obligations under this Article VII are subject to, and dependent on the annual appropriation of funds therefor.

* As noted in the Rule, this event is considered to occur when any of the following occur: (i) the appointment of a receiver, fiscal agent or similar officer for the Borrower in a proceeding under the U. S. Bankruptcy Code or in any proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Borrower, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority or (ii) the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Borrower.

¹ For purposes of the events identified in Sections 7.12 (p) and (q) above, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

ARTICLE VIII
MISCELLANEOUS

8.1 This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Bank.

8.2 This Agreement shall be construed in accordance with the laws of the State of Rhode Island, and is binding upon and inures to the benefit of the parties and their respective successors.

8.3 To the extent that a court of competent jurisdiction would enforce such agreement as not contrary to law or public policy, the Borrower shall indemnify the Bank against and hold the Bank harmless from any and all claims arising from or in connection with this Agreement, the Loan and the Project financed hereby, except for such claims as may arise from the gross negligence or willful misconduct of the Bank or its officers and except for claims arising from the issuance and marketing of any Bank Obligations unless, and only to the extent, based on information furnished by the Borrower for use in connection therewith.

8.4 Except that this Agreement, the Loan and any Borrower Bonds may be assigned by the Bank for the benefit and security of the holders of bonds of the Bank, the parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

(remainder of page intentionally left blank)

8.5 This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

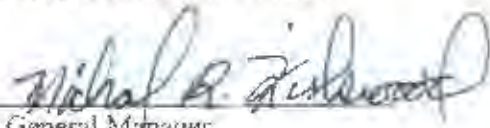
RHODE ISLAND
INFRASTRUCTURE BANK

By:


Jeffrey R. Diel
Executive Director

PASCOAG UTILITY DISTRICT

By:


Title: General Manager

By:


Title:

EXHIBIT A

List of Local Bond Acts

<u>Title</u>	<u>Authorized Amount</u>
Section 46-12.2-12.1 of the Rhode Island General Laws	
Rhode Island General Laws §45-58-1 et seq	
Resolution of the Board of Utility Commissioners of the Pascoag Utility District adopted January 27, 2020	\$1,419,045.00

EXHIBIT B

DESCRIPTION OF THE PROJECT

I. NARRATIVE STATEMENT DESCRIBING THE PROJECT

PUD will be expanding its substation facility as a non-wires alternative to rebuilding the two feeder circuits from National Grid currently servicing PUD. PUD at this time is served by one primary feeder circuit, and when there is any outage on that circuit, PUD is served by a second, back-up circuit from NGrid. Both of these circuits are limited however and are becoming overloaded at times when PUD is hitting its maximum peak loads during hot weather. This substation expansion will allow PUD to split its load between the two existing feeder lines under normal conditions, and under emergency conditions when one feeder line is out of service, PUD will be able to reduce its load with a battery/storage facility also being contracted for concurrently.

II. COSTS TO BE PAID FROM LOAN FOR EACH SEPARATELY IDENTIFIED PORTION OF THE PROJECT

1.	Construction Costs:	\$1,254,696.25
2.	Costs of Issuance:	\$40,354.76
3.	Loan Origination Fee:	\$14,190.45
4.	Debt Service Reserve Fund:	\$109,803.54

EXHIBIT C
BORROWER BOND FORM

PASCOAG UTILITY DISTRICT

EFFICIENT BUILDINGS FUND REVENUE BONDS
(Federally Taxable) (Subject to Annual Appropriation)

The Pascoag Utility District (herein called the "Issuer"), for value received, hereby promises to pay, subject to annual appropriation therefor, to Rhode Island Infrastructure Bank, or its assigns (the "Bank"), ONE MILLION FOUR HUNDRED NINETEEN THOUSAND FORTY-FIVE DOLLARS (\$1,419,045) or such lesser amount as shall have been advanced from time to time under and pursuant to a Loan Agreement by and between the Issuer and the Bank relating to the Loan, as defined therein, which this Bond represents, in installments each of the years set forth below, with interest meantime, payable from the date of the first advance to the Issuer pursuant to the Loan Agreement at the Interest Rate Per Annum on such Principal Amount, or such lesser amount as shall have been deemed advanced pursuant to the Loan Agreement, from the most recent September 1 or March 1 (each an "Interest Payment Date") to which interest has been paid or provided for or, if no interest has been paid, from the Original Issue Date, payable on September 1, 2020, and semi-annually thereafter on the first day of each subsequent March and September until payment of such Principal Amount. Interest will be calculated on the basis of a 360-day year of twelve 30-day months. The principal and interest on this bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts. The principal of and interest on this bond is payable by check of the Issuer delivered to the Bank at its principal offices in Providence, Rhode Island. The record date for the payment of interest is the fifteenth day preceding the date on which the interest is to be paid, or if such day is not a business day, the next preceding business day.

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Subsidized Rate</u>
2020	\$65,000	1.020%	0.820%
2021	90,000	1.020	0.820
2022	91,000	1.140	0.910
2023	91,000	1.250	1.000
2024	92,000	1.330	1.060
2025	93,000	1.380	1.100
2026	94,000	1.430	1.140
2027	95,000	1.500	1.200
2028	96,000	1.570	1.260
2029	98,000	1.660	1.330
2030	99,000	2.000	1.600
2031	101,000	2.290	1.830
2032	102,000	2.570	2.060
2033	105,000	2.790	2.230
2034	107,045	2.870	2.300

This bond is one of a duly authorized issue of bonds of the Issuer (herein called the "Bonds"), issued and to be issued pursuant to Chapter 12.2 of Title 46 of the General Laws of the State of Rhode Island, 1956 (2007 Reenactment) as amended, and Chapter 58 of Title 45 of the General Laws of the State of Rhode Island, 1956 (1997 Reenactment) as amended (together, the "Bond Acts"), and a resolution of the District duly passed on January 27, 2020.

The Bonds are subject to prepayment at any time with the consent of the Bank, subject to the terms of the Loan Agreement.

No recourse shall be had for the payment of the principal or redemption price of or the interest on the Bonds or for any claim based thereon or on the Loan Agreement against any member, officer or employee of the Issuer or any person executing the Bonds.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State or the Loan Agreement to exist, to have happened or to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed and that the issue of this bond, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by law.

THE BONDS ARE VALID LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM APPROPRIATION MADE THEREFOR ANNUALLY BY THE ISSUER. THE OBLIGATION OF THE ISSUER TO PAY PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND IS SUBJECT TO AND DEPENDENT ON APPROPRIATION OF SUCH PAYMENT BEING MADE BY THE ISSUER FOR SUCH PURPOSE. AN EVENT OF NON-APPROPRIATION IS NOT AN EVENT OF DEFAULT UNDER THE LOAN AGREEMENT.

IN WITNESS WHEREOF, the Pascoag Utility District has caused this bond to be executed in its name by the manual or facsimile signature of an authorized officer of the Issuer and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and countersigned by the manual or facsimile signature of another authorized officer of the Issuer.

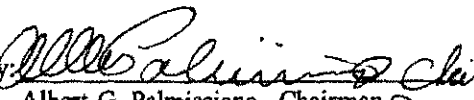
(Seal)

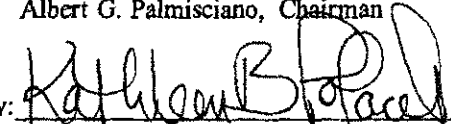
PASCOAG UTILITY DISTRICT

SIGNED:

By: 
Michael R. Kirkwood, General Manager

COUNTERSIGNED:

By: 
Albert G. Palmisciano, Chairman

By: 
Kathleen Polacek, District Treasurer

CERTIFICATE OF ASSIGNMENT

The Rhode Island Infrastructure Bank, for value received, does assign and pledge the above Bond to U.S. Bank National Association, as Bank Trustee under the Bank Indenture of Trust, dated as of November 1, 2018, as supplemented between the Bank and such Trustee, to be held as provided therein as security for the performance of the obligations of the Bank hereunder.

IN WITNESS WHEREOF, the Rhode Island Infrastructure Bank has caused this assignment to be signed in its name and behalf by its duly authorized officer, as of the 1st day of June, 2020.

RHODE ISLAND INFRASTRUCTURE BANK

By: 
Title: Executive Director

EXHIBIT C-1

PROJECTED ENERGY SAVINGS

PROJECTED ENERGY SAVINGS

Pascoag Utility District

The undersigned, CHA Consulting, Inc. ("CHA") was engaged by Rhode Island Infrastructure Bank ("Bank"), in partnership with the RI Office of Energy Resources (OER) to provide Efficient Buildings Fund ("EBF") Project Consultant services under the Bank's EBF Program, including evaluating EBF applications based on criteria outlined in the application scoring sheets provided by OER.

In connection with the EBF application from the **Pascoag Utility District**, CHA reviewed and provided OER with comments on projected energy savings, cost estimates and utility incentives included in the EBF application. In addition, CHA estimated the lifetime savings for each measure using equipment life expectancies and National Grid approved standards.

Based upon the information provided by the **Pascoag Utility District** in its application and supplemental materials, CHA estimates the lifetime cost savings for the proposed energy efficiency and/or renewable energy projects will be \$3,536,412.54.



Derek Richardson, BCxP, CBCP, EMIT
Project Manager
CHA Consulting, Inc.

Dated: April 23, 2020

EXHIBIT D

BORROWER DEBT SERVICE AND FEE SCHEDULE
(Revenue Pledge)

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**Rhode Island Infrastructure Bank
 2020 Efficient Buildings Fund Loan
 Pascoag Utility District Issue
 REVISED FINAL NUMBERS**

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SOURCES AND USES OF FUNDS

**Rhode Island Infrastructure Bank
2020 Efficient Buildings Fund Loan
Pascoag Utility District Issue
REVISED FINAL NUMBERS**

Dated Date 05/07/2020
Delivery Date 05/07/2020

Sources:

Bond Proceeds:	
RGGI Funds	1,419,045.00
	1,419,045.00

Uses:

Project Fund Deposits:	
Project Fund	1,254,696.25
Other Fund Deposits:	
Debt Service Reserve Fund	109,803.54
Delivery Date Expenses:	
Cost of Issuance	40,354.76
Origination Fee (1.0%)	14,190.45
	54,545.21
	1,419,045.00

BOND SUMMARY STATISTICS

**Rhode Island Infrastructure Bank
2020 Efficient Buildings Fund Loan
Pascoag Utility District Issue
REVISED FINAL NUMBERS**

Dated Date	05/07/2020
Delivery Date	05/07/2020
First Coupon	09/01/2020
Last Maturity	09/01/2034
Arbitrage Yield	1.663319%
True Interest Cost (TIC)	1.663319%
Net Interest Cost (NIC)	1.676053%
All-In TIC	2.526355%
Average Coupon	1.676053%
Average Life (years)	7.678
Weighted Average Maturity (years)	7.678
Duration of Issue (years)	7.159
Par Amount	1,419,045.00
Bond Proceeds	1,419,045.00
Total Interest	182,605.92
Net Interest	182,605.92
Total Debt Service	1,601,650.92
Maximum Annual Debt Service	109,803.54
Average Annual Debt Service	111,873.17
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Serial Loan	1,419,045.00	100.000	1.676%	7.678	01/10/2028	992.21
	1,419,045.00			7.678		992.21

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,419,045.00	1,419,045.00	1,419,045.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-40,354.76	
- Other Amounts		-14,190.45	
Target Value	1,419,045.00	1,364,499.79	1,419,045.00
Target Date	05/07/2020	05/07/2020	05/07/2020
Yield	1.663319%	2.526355%	1.663319%

BOND PRICING

**Rhode Island Infrastructure Bank
 2020 Efficient Buildings Fund Loan
 Pascoag Utility District Issue
 REVISED FINAL NUMBERS**

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Loan:					
	09/01/2020	65,000	0.820%	0.820%	100.000
	09/01/2021	90,000	0.820%	0.820%	100.000
	09/01/2022	91,000	0.910%	0.910%	100.000
	09/01/2023	91,000	1.000%	1.000%	100.000
	09/01/2024	92,000	1.060%	1.060%	100.000
	09/01/2025	93,000	1.100%	1.100%	100.000
	09/01/2026	94,000	1.140%	1.140%	100.000
	09/01/2027	95,000	1.200%	1.200%	100.000
	09/01/2028	96,000	1.260%	1.260%	100.000
	09/01/2029	98,000	1.330%	1.330%	100.000
	09/01/2030	99,000	1.600%	1.600%	100.000
	09/01/2031	101,000	1.830%	1.830%	100.000
	09/01/2032	102,000	2.060%	2.060%	100.000
	09/01/2033	105,000	2.230%	2.230%	100.000
	09/01/2034	107,045	2.300%	2.300%	100.000
		1,419,045			

Dated Date	05/07/2020	
Delivery Date	05/07/2020	
First Coupon	09/01/2020	
Par Amount	1,419,045.00	
Original Issue Discount		
Production	1,419,045.00	100.000000%
Underwriter's Discount		
Purchase Price	1,419,045.00	100.000000%
Accrued Interest		
Net Proceeds	1,419,045.00	

NET DEBT SERVICE

**Rhode Island Infrastructure Bank
 2020 Efficient Buildings Fund Loan
 Pascoag Utility District Issue
 REVISED FINAL NUMBERS**

Period Ending	Principal	Coupon	Interest	Total Debt Service	RHB Fee (0.30%)	Debt Service Reserve Fund	Net Debt Service
12/31/2020	65,000	0.820%	6,355.16	71,355.16	1,348.09		72,703.25
12/31/2021	90,000	0.820%	19,535.94	109,535.94	4,062.14		113,598.08
12/31/2022	91,000	0.910%	18,797.94	109,797.94	3,792.14		113,590.08
12/31/2023	91,000	1.000%	17,969.84	108,969.84	3,519.14		112,488.98
12/31/2024	92,000	1.060%	17,059.84	109,059.84	3,246.14		112,305.98
12/31/2025	93,000	1.100%	16,084.64	109,084.64	2,970.14		112,054.78
12/31/2026	94,000	1.140%	15,061.64	109,061.64	2,691.14		111,752.78
12/31/2027	95,000	1.200%	13,990.04	108,990.04	2,409.14		111,399.18
12/31/2028	96,000	1.260%	12,850.04	108,850.04	2,124.14		110,974.18
12/31/2029	98,000	1.330%	11,640.44	109,640.44	1,836.14		111,476.58
12/31/2030	99,000	1.600%	10,337.04	109,337.04	1,542.14		110,879.18
12/31/2031	101,000	1.830%	8,753.04	109,753.04	1,245.14		110,998.18
12/31/2032	102,000	2.060%	6,904.74	108,904.74	942.14		109,846.88
12/31/2033	105,000	2.230%	4,803.54	109,803.54	636.14		110,439.68
12/31/2034	107,045	2.300%	2,462.04	109,507.04	321.14	109,803.54	24.64
	1,419,045		182,605.92	1,601,650.92	32,685.05	109,803.54	1,524,532.43

NET DEBT SERVICE

**Rhode Island Infrastructure Bank
 2020 Efficient Buildings Fund Loan
 Pascoag Utility District Issue
 REVISED FINAL NUMBERS**

Date	Principal	Coupon	Interest	Total Debt Service	RIIB Fee (0.30%)	Debt Service Reserve Fund	Net Debt Service	Annual Net D/S
09/01/2020	65,000	0.820%	6,355.16	71,355.16	1,348.09		72,703.25	
12/31/2020								72,703.25
03/01/2021			9,767.97	9,767.97	2,031.07		11,799.04	
09/01/2021	90,000	0.820%	9,767.97	99,767.97	2,031.07		101,799.04	
12/31/2021								113,598.08
03/01/2022			9,398.97	9,398.97	1,896.07		11,295.04	
09/01/2022	91,000	0.910%	9,398.97	100,398.97	1,896.07		102,295.04	
12/31/2022								113,590.08
03/01/2023			8,984.92	8,984.92	1,759.57		10,744.49	
09/01/2023	91,000	1.000%	8,984.92	99,984.92	1,759.57		101,744.49	
12/31/2023								112,488.98
03/01/2024			8,529.92	8,529.92	1,623.07		10,152.99	
09/01/2024	92,000	1.060%	8,529.92	100,529.92	1,623.07		102,152.99	
12/31/2024								112,305.98
03/01/2025			8,042.32	8,042.32	1,485.07		9,527.39	
09/01/2025	93,000	1.100%	8,042.32	101,042.32	1,485.07		102,527.39	
12/31/2025								112,054.78
03/01/2026			7,530.82	7,530.82	1,345.57		8,876.39	
09/01/2026	94,000	1.140%	7,530.82	101,530.82	1,345.57		102,876.39	
12/31/2026								111,752.78
03/01/2027			6,995.02	6,995.02	1,204.57		8,199.59	
09/01/2027	95,000	1.200%	6,995.02	101,995.02	1,204.57		103,199.59	
12/31/2027								111,399.18
03/01/2028			6,425.02	6,425.02	1,062.07		7,487.09	
09/01/2028	96,000	1.260%	6,425.02	102,425.02	1,062.07		103,487.09	
12/31/2028								110,974.18
03/01/2029			5,820.22	5,820.22	918.07		6,738.29	
09/01/2029	98,000	1.330%	5,820.22	103,820.22	918.07		104,738.29	
12/31/2029								111,476.58
03/01/2030			5,168.52	5,168.52	771.07		5,939.59	
09/01/2030	99,000	1.600%	5,168.52	104,168.52	771.07		104,939.59	
12/31/2030								110,879.18
03/01/2031			4,376.52	4,376.52	622.57		4,999.09	
09/01/2031	101,000	1.830%	4,376.52	105,376.52	622.57		105,999.09	
12/31/2031								110,998.18
03/01/2032			3,452.37	3,452.37	471.07		3,923.44	
09/01/2032	102,000	2.060%	3,452.37	105,452.37	471.07		105,923.44	
12/31/2032								109,846.88
03/01/2033			2,401.77	2,401.77	318.07		2,719.84	
09/01/2033	105,000	2.230%	2,401.77	107,401.77	318.07		107,719.84	
12/31/2033								110,439.68
03/01/2034			1,231.02	1,231.02	160.57		1,391.59	
09/01/2034	107,045	2.300%	1,231.02	108,276.02	160.57	109,803.54	-1,366.95	
12/31/2034								24.64
	1,419,045		192,605.92	1,601,650.92	32,685.05	109,803.54	1,524,532.43	1,524,532.41

PROOF OF ARBITRAGE YIELD

**Rhode Island Infrastructure Bank
2020 Efficient Buildings Fund Loan
Pascoag Utility District Issue
REVISED FINAL NUMBERS**

Date	Debt Service	PV Factor	Present Value to 05/07/2020 @ 1.6633190919%
09/01/2020	71,355.16	0.994768338	70,981.85
03/01/2021	9,767.97	0.986563488	9,636.72
09/01/2021	99,767.97	0.978426312	97,615.61
03/01/2022	9,398.97	0.970356252	9,120.35
09/01/2022	100,398.97	0.962352754	96,619.23
03/01/2023	8,984.92	0.954415268	8,575.34
09/01/2023	99,984.92	0.946543251	94,640.05
03/01/2024	8,529.92	0.938736162	8,007.34
09/01/2024	100,529.92	0.930993466	93,592.70
03/01/2025	8,042.32	0.923314631	7,425.59
09/01/2025	101,042.32	0.915699132	92,524.36
03/01/2026	7,530.82	0.908146446	6,839.09
09/01/2026	101,530.82	0.900656053	91,444.35
03/01/2027	6,995.02	0.893227442	6,248.14
09/01/2027	101,995.02	0.885860102	90,353.32
03/01/2028	6,425.02	0.878553528	5,644.72
09/01/2028	102,425.02	0.871307218	89,243.66
03/01/2029	5,820.22	0.864120676	5,029.37
09/01/2029	103,820.22	0.856993409	88,973.24
03/01/2030	5,168.52	0.849924927	4,392.85
09/01/2030	104,168.52	0.842914746	87,805.18
03/01/2031	4,376.52	0.835962385	3,658.61
09/01/2031	105,376.52	0.829067367	87,364.23
03/01/2032	3,452.37	0.822229219	2,838.64
09/01/2032	105,452.37	0.815447472	85,990.87
03/01/2033	2,401.77	0.808721662	1,942.36
09/01/2033	107,401.77	0.802051325	86,141.73
03/01/2034	1,231.02	0.795436006	979.20
09/01/2034	108,276.02	0.788875249	85,416.27
	1,601,650.92		1,419,045.00

Proceeds Summary

Delivery date	05/07/2020
Par Value	1,419,045.00
Target for yield calculation	1,419,045.00

FORM 8038 STATISTICS

Rhode Island Infrastructure Bank
 2020 Efficient Buildings Fund Loan
 Pascoag Utility District Issue
 REVISED FINAL NUMBERS

Dated Date 05/07/2020
 Delivery Date 05/07/2020

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Serial Loan:						
	09/01/2020	65,000.00	0.820%	100.000	65,000.00	65,000.00
	09/01/2021	90,000.00	0.820%	100.000	90,000.00	90,000.00
	09/01/2022	91,000.00	0.910%	100.000	91,000.00	91,000.00
	09/01/2023	91,000.00	1.000%	100.000	91,000.00	91,000.00
	09/01/2024	92,000.00	1.060%	100.000	92,000.00	92,000.00
	09/01/2025	93,000.00	1.100%	100.000	93,000.00	93,000.00
	09/01/2026	94,000.00	1.140%	100.000	94,000.00	94,000.00
	09/01/2027	95,000.00	1.200%	100.000	95,000.00	95,000.00
	09/01/2028	96,000.00	1.260%	100.000	96,000.00	96,000.00
	09/01/2029	98,000.00	1.330%	100.000	98,000.00	98,000.00
	09/01/2030	99,000.00	1.600%	100.000	99,000.00	99,000.00
	09/01/2031	101,000.00	1.830%	100.000	101,000.00	101,000.00
	09/01/2032	102,000.00	2.060%	100.000	102,000.00	102,000.00
	09/01/2033	105,000.00	2.230%	100.000	105,000.00	105,000.00
	09/01/2034	107,045.00	2.300%	100.000	107,045.00	107,045.00
		1,419,045.00			1,419,045.00	1,419,045.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	09/01/2034	2.300%	107,045.00	107,045.00		
Entire Issue			1,419,045.00	1,419,045.00	7.6777	1.6633%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	40,354.76
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	109,803.54

EXHIBIT D-1

BORROWER DEBT SERVICE AND FEE SCHEDULE
(Appropriation Pledge)

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**Rhode Island Infrastructure Bank
2020 Efficient Buildings Fund Loan
Pascoag Utility District Issue - Appropriation Pledge**

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SOURCES AND USES OF FUNDS

**Rhode Island Infrastructure Bank
 2020 Efficient Buildings Fund Loan
 Pascoag Utility District Issue - Appropriation Pledge**

Dated Date 05/07/2020
 Delivery Date 05/07/2020

Sources:

Bond Proceeds:	
Par Amount	1,419,045.00
	<u>1,419,045.00</u>

Uses:

Project Fund Deposits:	
Project Fund	1,249,832.13
Other Fund Deposits:	
Debt Service Reserve Fund	114,667.66
Delivery Date Expenses:	
Cost of Issuance	40,354.76
Origination Fee (1.0%)	<u>14,190.45</u>
	54,545.21
	<u>1,419,045.00</u>

BOND SUMMARY STATISTICS

**Rhode Island Infrastructure Bank
2020 Efficient Buildings Fund Loan
Pascoag Utility District Issue - Appropriation Pledge**

Dated Date	05/07/2020
Delivery Date	05/07/2020
First Coupon	09/01/2020
Last Maturity	09/01/2034
Arbitrage Yield	2.286573%
True Interest Cost (TIC)	2.286573%
Net Interest Cost (NIC)	2.301727%
All-in TIC	3.161473%
Average Coupon	2.301727%
Average Life (years)	7.776
Weighted Average Maturity (years)	7.776
Duration of issue (years)	7.038
Par Amount	1,419,045.00
Bond Proceeds	1,419,045.00
Total Interest	253,995.39
Net Interest	253,995.39
Total Debt Service	1,673,040.39
Maximum Annual Debt Service	114,667.66
Average Annual Debt Service	116,859.63
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Serial Loan	1,419,045.00	100.000	2.302%	7.776	02/15/2028	974.21
	1,419,045.00			7.776		974.21

	TIC	All-in TIC	Arbitrage Yield
Par Value	1,419,045.00	1,419,045.00	1,419,045.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-40,354.76	
- Other Amounts		-14,190.45	
Target Value	1,419,045.00	1,364,499.79	1,419,045.00
Target Date	05/07/2020	05/07/2020	05/07/2020
Yield	2.286573%	3.161473%	2.286573%

BOND PRICING

**Rhode Island Infrastructure Bank
2020 Efficient Buildings Fund Loan
Pascoag Utility District Issue - Appropriation Pledge**

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Loan:					
	09/01/2020	65,000	1.460%	1.460%	100.000
	09/01/2021	86,000	1.460%	1.460%	100.000
	09/01/2022	87,000	1.570%	1.570%	100.000
	09/01/2023	88,000	1.660%	1.660%	100.000
	09/01/2024	90,000	1.730%	1.730%	100.000
	09/01/2025	92,000	1.770%	1.770%	100.000
	09/01/2026	93,000	1.820%	1.820%	100.000
	09/01/2027	95,000	1.890%	1.890%	100.000
	09/01/2028	97,000	1.940%	1.940%	100.000
	09/01/2029	99,000	2.020%	2.020%	100.000
	09/01/2030	100,000	2.260%	2.260%	100.000
	09/01/2031	103,000	2.460%	2.460%	100.000
	09/01/2032	105,000	2.620%	2.620%	100.000
	09/01/2033	108,000	2.770%	2.770%	100.000
	09/01/2034	111,045	2.820%	2.820%	100.000
		1,419,045			

Dated Date	05/07/2020	
Delivery Date	05/07/2020	
First Coupon	09/01/2020	
Par Amount	1,419,045.00	
Original Issue Discount		
Production	1,419,045.00	100.000000%
Underwriter's Discount		
Purchase Price	1,419,045.00	100.000000%
Accrued Interest		
Net Proceeds	1,419,045.00	

BOND DEBT SERVICE

**Rhode Island Infrastructure Bank
 2020 Efficient Buildings Fund Loan
 Pascoag Utility District Issue - Appropriation Pledge**

Period Ending	Principal	Coupon	Interest	Debt Service
12/31/2020	65,000	1.460%	9,263.85	74,263.85
12/31/2021	86,000	1.460%	28,305.26	114,305.26
12/31/2022	87,000	1.570%	27,049.66	114,049.66
12/31/2023	88,000	1.660%	25,683.76	113,683.76
12/31/2024	90,000	1.730%	24,222.96	114,222.96
12/31/2025	92,000	1.770%	22,665.96	114,665.96
12/31/2026	93,000	1.820%	21,037.56	114,037.56
12/31/2027	95,000	1.890%	19,344.96	114,344.96
12/31/2028	97,000	1.940%	17,549.46	114,549.46
12/31/2029	99,000	2.020%	15,667.66	114,667.66
12/31/2030	100,000	2.260%	13,667.86	113,667.86
12/31/2031	103,000	2.460%	11,407.86	114,407.86
12/31/2032	105,000	2.620%	8,874.06	113,874.06
12/31/2033	108,000	2.770%	6,123.06	114,123.06
12/31/2034	111,045	2.820%	3,131.46	114,176.46
	1,419,045		253,995.39	1,673,040.39

BOND DEBT SERVICE

**Rhode Island Infrastructure Bank
2020 Efficient Buildings Fund Loan
Pascoag Utility District Issue - Appropriation Pledge**

Period Ending	Principal	Coupon	Interest	Debt Service
09/01/2020	65,000	1.460%	9,263.85	74,263.85
03/01/2021			14,152.63	14,152.63
09/01/2021	86,000	1.460%	14,152.63	100,152.63
03/01/2022			13,524.83	13,524.83
09/01/2022	87,000	1.570%	13,524.83	100,524.83
03/01/2023			12,841.88	12,841.88
09/01/2023	88,000	1.660%	12,841.88	100,841.88
03/01/2024			12,111.48	12,111.48
09/01/2024	90,000	1.730%	12,111.48	102,111.48
03/01/2025			11,332.98	11,332.98
09/01/2025	92,000	1.770%	11,332.98	103,332.98
03/01/2026			10,518.78	10,518.78
09/01/2026	93,000	1.820%	10,518.78	103,518.78
03/01/2027			9,672.48	9,672.48
09/01/2027	95,000	1.890%	9,672.48	104,672.48
03/01/2028			8,774.73	8,774.73
09/01/2028	97,000	1.940%	8,774.73	105,774.73
03/01/2029			7,833.83	7,833.83
09/01/2029	99,000	2.020%	7,833.83	106,833.83
03/01/2030			6,833.93	6,833.93
09/01/2030	100,000	2.260%	6,833.93	106,833.93
03/01/2031			5,703.93	5,703.93
09/01/2031	103,000	2.460%	5,703.93	108,703.93
03/01/2032			4,437.03	4,437.03
09/01/2032	105,000	2.620%	4,437.03	109,437.03
03/01/2033			3,061.53	3,061.53
09/01/2033	108,000	2.770%	3,061.53	111,061.53
03/01/2034			1,565.73	1,565.73
09/01/2034	111,045	2.820%	1,565.73	112,610.73
	1,419,045		253,995.39	1,673,040.39

PROOF OF ARBITRAGE YIELD

**Rhode Island Infrastructure Bank
 2020 Efficient Buildings Fund Loan
 Pascoag Utility District Issue - Appropriation Pledge**

Date	Debt Service	PV Factor	Present Value to 05/07/2020 @ 2.2865732461%
09/01/2020	74,263.85	0.992826120	73,731.09
03/01/2021	14,152.63	0.981603577	13,892.27
09/01/2021	100,152.63	0.970507890	97,198.92
03/01/2022	13,524.83	0.959537625	12,977.58
09/01/2022	100,524.83	0.948691364	95,367.04
03/01/2023	12,841.88	0.937967704	12,045.27
09/01/2023	100,841.88	0.927365261	93,517.26
03/01/2024	12,111.48	0.916882664	11,104.81
09/01/2024	102,111.48	0.906518559	92,565.95
03/01/2025	11,332.98	0.896271606	10,157.43
09/01/2025	103,332.98	0.886140480	91,567.54
03/01/2026	10,518.78	0.876123873	9,215.75
09/01/2026	103,518.78	0.866220490	89,670.09
03/01/2027	9,672.48	0.856429051	8,283.79
09/01/2027	104,672.48	0.846748291	88,631.24
03/01/2028	8,774.73	0.837176959	7,346.00
09/01/2028	105,774.73	0.827713818	87,551.21
03/01/2029	7,833.83	0.818357644	6,410.87
09/01/2029	106,833.83	0.809107230	86,440.02
03/01/2030	6,833.93	0.799961378	5,466.88
09/01/2030	106,833.93	0.790918908	84,496.98
03/01/2031	5,703.93	0.781978651	4,460.35
09/01/2031	108,703.93	0.773139451	84,043.30
03/01/2032	4,437.03	0.764400166	3,391.67
09/01/2032	109,437.03	0.755759667	82,708.09
03/01/2033	3,061.53	0.747216837	2,287.63
09/01/2033	111,061.53	0.738770572	82,048.99
03/01/2034	1,565.73	0.730419780	1,143.64
09/01/2034	112,610.73	0.722163383	81,323.35
	1,673,040.39		1,419,045.00

Proceeds Summary

Delivery date	05/07/2020
Par Value	1,419,045.00
Target for yield calculation	1,419,045.00

FORM 8038 STATISTICS

**Rhode Island Infrastructure Bank
2020 Efficient Buildings Fund Loan
Pascoag Utility District Issue - Appropriation Pledge**

Dated Date 05/07/2020
Delivery Date 05/07/2020

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Serial Loan:						
	09/01/2020	65,000.00	1.460%	100.000	65,000.00	65,000.00
	09/01/2021	86,000.00	1.460%	100.000	86,000.00	86,000.00
	09/01/2022	87,000.00	1.570%	100.000	87,000.00	87,000.00
	09/01/2023	88,000.00	1.660%	100.000	88,000.00	88,000.00
	09/01/2024	90,000.00	1.730%	100.000	90,000.00	90,000.00
	09/01/2025	92,000.00	1.770%	100.000	92,000.00	92,000.00
	09/01/2026	93,000.00	1.820%	100.000	93,000.00	93,000.00
	09/01/2027	95,000.00	1.890%	100.000	95,000.00	95,000.00
	09/01/2028	97,000.00	1.940%	100.000	97,000.00	97,000.00
	09/01/2029	99,000.00	2.020%	100.000	99,000.00	99,000.00
	09/01/2030	100,000.00	2.260%	100.000	100,000.00	100,000.00
	09/01/2031	103,000.00	2.460%	100.000	103,000.00	103,000.00
	09/01/2032	105,000.00	2.620%	100.000	105,000.00	105,000.00
	09/01/2033	108,000.00	2.770%	100.000	108,000.00	108,000.00
	09/01/2034	111,045.00	2.820%	100.000	111,045.00	111,045.00
		1,419,045.00			1,419,045.00	1,419,045.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	09/01/2034	2.820%	111,045.00	111,045.00		
Entire Issue			1,419,045.00	1,419,045.00	7.7764	2.2866%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	40,354.76
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	114,667.66

EXHIBIT E

**Disclosure of Potential Liability
and Possibility of Litigation or Other Claims**

EXHIBIT F
FORM OF REQUISITION

[On Borrower Letterhead]

[Insert Current Date]

Jeffrey R. Diehl
Executive Director & Chief Executive Officer
Rhode Island Infrastructure Bank
235 Promenade Street, Suite 119
Providence, RI 02908

Re: Pascoag Utility District
PAUD-EB-FY20 \$ 1,419,045
Requisition for Approved Project Costs

Dear Mr. Diehl:

Pursuant to Article V of the Loan Agreement dated as of June 1, 2020 between the Rhode Island Infrastructure Bank (the "Bank") and Pascoag Utility District, (the "Borrower"), we hereby request disbursement in the amount of \$ _____ for project costs. In connection with this requisition, we hereby represent and certify the following:

1. This is requisition number _____.
2. Payments aggregating \$ _____ have been incurred by the Borrower for projects costs for the period from _____ to _____ as set forth in Exhibit A hereto. As set forth in Exhibit B hereto, are true copies of vendor, contractor or supplier invoices, or such other documentation, satisfactory to the Bank, identifying the payee, and purposes for which such expenditures were incurred.
3. The aggregate amounts of payments on account of project costs are within the project definition.
4. The amount requested hereby, together with all prior requisitions, does not exceed the amount of the loan.
5. In the case of a requisition for the reimbursement of project costs paid in the first instance by the Borrower, all of such costs are within all applicable guidelines for reimbursement financing, and none of such costs have been the subject of any prior requisition.
6. The representations and warranties contained in Section 4.1 of the Loan Agreement were true and correct as of the date of the Loan Agreement and were true and correct as of the date hereof, with the same effect as if made on this date.
7. In accordance with Section 4.2 and Article V of the Loan Agreement, the Borrower represents and warrants as follows:

[On Borrower Letterhead]

- (i) it is in compliance in all material respects with all laws, ordinances and rules and regulations affecting or relating to the Project;
- (ii) it has used all previously disbursed loan proceeds and will use all loan proceeds to be disbursed to pay a portion of the costs of the Project or to reimburse itself for costs of the Project which it has paid and which have not been the subject of any prior disbursement;
- (iii) it is not in material default hereunder, or under the Borrower Bonds;
- (iv) except as set forth in Exhibit D hereof, the representations and warranties made in Section 4.1 of the loan agreement are true and correct as of the date hereof;
- (v) except as set forth in Exhibit E hereof, all representations and covenants made in any certificate furnished in connection with the delivery of the Borrower Bonds, including certificates relating to disclosure of material information in connection with the sale of Bank Bonds are true and correct as of the date hereof; and
- (vi) the Project was built in conformance with the Project application, along with plans and specifications.

Thank you,

By: Duly Authorized Officer

[On Borrower Letterhead]

EXHIBIT C

Reserved

[On Borrower Letterhead]

EXHIBIT D

[Description of extent to which representations and warranties of the Loan Agreement are no longer true and correct as of the date of this requisition.]

[On Borrower Letterhead]

EXHIBIT E

[Description of extent to which representations and covenants made in any certificate furnished in connection with the delivery of the Borrower Bonds is no longer true and correct as of the date of this requisition.]