UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY

WIFIA LOAN AGREEMENT

For Up to $436,000,000

With

INDIANA FINANCE AUTHORITY

For the

WIFIA ELIGIBLE PROJECT LIST PROJECT
(WIFIA – 2019[redacted])

Dated as of September 6, 2019

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WIFIA LOAN AGREEMENT

THIS WIFIA LOAN AGREEMENT (this "Agreement"), dated as of September 6, 2019 (the "Effective Date"), by and between **INDIANA FINANCE AUTHORITY**, a body politic and corporate of the State of Indiana, not an agency of the State of Indiana but an independent instrumentality exercising essential governmental functions, duly created and existing under and by virtue of Chapters 1 through 4 of Indiana Code 5-1.2, with an address of One North Capitol, Suite 900, Indianapolis, Indiana 46204 (the "Borrower"), and the **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY** (the "USEPA") an agency of the United States of America, acting by and through its Administrator (the "Administrator"), with an address of 1200 Pennsylvania Avenue NW, Washington, DC 20460 (the "WIFIA Lender").

RECITALS:

WHEREAS, the Congress of the United States of America enacted the Water Infrastructure Finance and Innovation Act, as amended by Section 1445 of the Fixing America's Surface Transportation Act of 2015, as further amended by Section 5008 of the Water Infrastructure Improvements For the Nation Act of 2016 and by Section 4201 of America's Water Infrastructure Act of 2018 (collectively, as the same may be amended from time to time, the "Act" or "WIFIA"), which is codified as 33 U.S.C. §§ 3901-3914; and

WHEREAS, the Act authorizes the WIFIA Lender to enter into agreements with one or more eligible entities to provide financial assistance with appropriate security features to finance a portion of the eligible costs of projects eligible for assistance; and

WHEREAS, pursuant to the application for WIFIA credit assistance dated October 30, 2017 (the "Application"), the Borrower has requested that the WIFIA Lender make the WIFIA Loan (as defined herein) in a principal amount not to exceed four hundred thirty six million dollars ($436,000,000) (the "WIFIA Loan") to be used to pay a portion of the Eligible Project Costs (as defined herein) related to the Eligible Projects (as defined herein); and

WHEREAS, as of the date hereof, the Administrator (as defined herein) approved WIFIA credit assistance for the Project (as defined herein) in the form of a direct loan to the Borrower in an aggregate principal amount not to exceed four hundred thirty six million dollars ($436,000,000); and

WHEREAS, the WIFIA Lender is prepared to extend credit upon the terms and conditions hereof; and

WHEREAS, the Borrower agrees to repay any amount due pursuant to this Agreement, the WIFIA Alternative Indenture and the WIFIA Revenue Bonds (as defined herein) in accordance with the terms and provisions hereof and thereof; and

WHEREAS, the WIFIA Lender has entered into this Agreement in reliance upon, among other things, the information and representations of the Borrower set forth in the Application and the supporting information provided by the Borrower; and

WHEREAS, the WIFIA Lender is the holder and registered owner of the WIFIA Revenue Bonds issued pursuant to the WIFIA Alternative Indenture (as defined herein).

NOW, THEREFORE, the premises being as stated above, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the Borrower and the WIFIA Lender as follows:

SECTION 1. **Definitions**

Unless the context otherwise requires, capitalized terms used in this Agreement shall have the meanings set forth below in this Section or as otherwise defined in this Agreement. Any term used in this Agreement that is defined by reference to any other agreement shall continue to have the meaning specified in such agreement on the Effective Date, whether or not such agreement remains in effect.

"Act" means the Act as defined in the recitals hereto.

"Additional Pledged WIFIA Cash Flows" means any Assets in (a) any Alternative Wastewater Support Account and Alternative Drinking Water Support Account and (b) any Alternative Series Reserve, each as and if created and pledged as part of the WIFIA Trust Estate, together with earnings on any such Assets held in any such WIFIA Accounts referenced in clause (a) or (b) above, which may be included in a determination of Cash Flow Sufficiency or WIFIA Debt Service Coverage Ratio, the Borrower's Authorized Representative may use and rely upon such assumptions and calculations as are consistent with the definition of "Cash Flow Sufficiency" or "WIFIA Debt Service Coverage Ratio" (as applicable) and as the Borrower's Authorized Representative deems reasonable under then existing circumstances.

"Additional Rate" means an interest rate equal to the sum of (a) the WIFIA Interest Rate plus (b) one hundred (100) basis points.

"Administrator" has the meaning provided in the preamble hereto.

"Agreement" has the meaning provided in the preamble hereto.

"Alternative Bond" has the meaning provided in the WIFIA Alternative Indenture and includes the WIFIA Revenue Bonds.

"Alternative Drinking Water Participant Loan Interest Account" means the Alternative Drinking Water Participant Loan Interest Account as defined in the Drinking Water Indenture.

"Alternative Drinking Water Participant Loan Principal Account" means the Alternative Drinking Water Participant Loan Principal Account as defined in the Drinking Water Indenture.

"Alternative Drinking Water Support Account" means the Alternative Drinking Water Support Account as defined in the Drinking Water Indenture.

"Alternative Series Reserve" means an Alternative Drinking Water Series Reserve Account as defined in the Drinking Water Indenture and an Alternative Wastewater Series Reserve Account as defined in the Wastewater Indenture.

"Alternative Wastewater Participant Loan Interest Account" means the Alternative Wastewater Participant Loan Interest Account as defined in the Wastewater Indenture.

"Alternative Wastewater Participant Loan Principal Account" means the Alternative Wastewater Participant Loan Principal Account as defined in the Wastewater Indenture.

"Alternative Wastewater Support Account" means the Alternative Wastewater Support Account as defined in the Wastewater Indenture.

"Anticipated WIFIA Loan Disbursement Schedule" means the schedule set forth as **Exhibit B** to this Agreement, reflecting the anticipated disbursement of proceeds of the WIFIA Loan, as such schedule may be amended from time to time pursuant to Section 4(c).

"Application" has the meaning provided in the recitals hereto.

"Assets" means, with respect to any fund and account established under or pursuant to the WIFIA Alternative Indenture or the SRF Indentures, the moneys, cash, investments and securities held in such fund or account.

"**Authorizing Instrument**" means any trust indenture, resolution, ordinance or other agreement or document pursuant to which a WIFIA Participant Loan is issued.

"Bank Secrecy Act" means the Bank Secrecy Act of 1970, as amended, and the regulations promulgated thereunder.

"Bankruptcy Related Event" means, with respect to the Borrower:

(a) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any of its debts, or of a substantial part of its assets, under any Insolvency Laws, or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Borrower or for a substantial part of the assets of the Borrower and, in any case referred to in the foregoing subclauses (i) and (ii), such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;

(b) the Borrower shall:

(i) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official therefor or for a substantial part of its assets,

(ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or become unable to pay its debts generally as they become due,

(iii) fail to make two (2) payments of WIFIA Debt Service in accordance with the provisions of Section 9 and such failure is not cured within thirty (30) days following notification by the WIFIA Lender of failure to make such payments,

(iv) make a general assignment for the benefit of creditors,

(v) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in clause (a) of this definition,

(vi) commence a voluntary proceeding under any Insolvency Law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief under any Insolvency Law,

(vii) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing subclauses (i) through (v), inclusive, of this clause (b), or

(viii) take any action for the purpose of effecting any of the foregoing, including seeking approval or legislative enactment by any Governmental Authority to authorize commencement of a voluntary proceeding under any Insolvency Law;

(c) upon the occurrence of an Event of Default under this Agreement or an event of default under any other WIFIA Loan Documents: (i) the WIFIA Trustee shall commence a process pursuant to which all or a substantial part of the WIFIA Trust Estate may be sold or otherwise disposed of in a public or private sale or disposition pursuant to a foreclosure of the Liens thereon securing any Obligations, or (ii) the WIFIA Trustee shall commence a process pursuant to which all or a substantial part of the WIFIA Trust Estate may be sold or otherwise disposed of pursuant to a sale or disposition of such WIFIA Trust Estate in lieu of foreclosure; provided that, for avoidance of doubt, nothing in the foregoing clauses (i) or (ii) are intended to infer (or confirm upon the WIFIA Trustee) the existence of any such right to seek processes of the nature set forth in the foregoing clauses (i) or (ii) under this Agreement or any other WIFIA Loan Documents; or

(d) in the event that the SRF Program Trustees or the WIFIA Trustee shall transfer, pursuant to directions issued by any party other than the WIFIA Lender (or its successors or assigns), funds on deposit in any of the WIFIA Accounts upon the occurrence and during the continuation of an Event of Default under this Agreement or an event of default under the WIFIA Loan Documents for application to the prepayment or repayment of any principal amount of the Obligations other than in accordance with the provisions of this Agreement and the WIFIA Alternative Indenture.

"Base Case Financial Model" means a financial model prepared by the Borrower, based on a methodology and assumptions that are each reasonably acceptable to the WIFIA Lender as of the Effective Date, which financial model (i) demonstrates that projected Pledged WIFIA Cash Flows are sufficient to pay WIFIA Debt Service in accordance with the Loan Amortization Schedule, (ii) demonstrates Cash Flow Sufficiency, and (iii) reflects principal amortization and interest payment schedules acceptable to the WIFIA Lender, which model shall be provided to the WIFIA Lender as a fully functional financial model (initially utilizing Microsoft Excel® and

after the Effective Date utilizing such software or a similar software or data computational medium) or such other format reasonably requested by the WIFIA Lender. In preparing the Base Case Financial Model, the Borrower's Authorized Representative may use and rely upon such assumptions and calculations as are consistent with the definition of "Cash Flow Sufficiency" or "WIFIA Debt Service Coverage Ratio" (as applicable) and as the Borrower's Authorized Representative deems reasonable under then existing circumstances.

"Bond Year" means an annual period ending on each January 15.

"Borrower" has the meaning provided in the preamble hereto.

"Borrower Fiscal Year" means (a) as of the Effective Date, a fiscal year of the Borrower commencing on July 1 of any calendar year and ending on June 30 of the immediately succeeding calendar year or (b) such other fiscal year as the Borrower may hereafter adopt with prior written notice to the WIFIA Lender.

"Borrower's Authorized Representative" means any Person who shall be designated as such pursuant to Section 25.

"Business Day" means any day other than a Saturday, a Sunday or a day on which offices of the Government or the State are authorized to be closed or on which commercial banks are authorized or required by law, regulation or executive order to be closed in New York, New York or in Indianapolis, Indiana, the location of the corporate trust office of the WIFIA Trustee responsible for the administration of the WIFIA Alternative Indenture.

"**Calculation Date"** means each January 15 occurring after the Effective Date.

"Cash Flow Certificate" means a certificate of the Borrower, in the form of or substantially similar to the form attached as **Exhibit K**. In preparing the Cash Flow Certificate, the Borrower's Authorized Representative may use and rely upon such assumptions and calculations as are consistent with the definition of "Cash Flow Sufficiency" or "WIFIA Debt Service Coverage Ratio" (as applicable) and as the Borrower's Authorized Representative deems reasonable under then existing circumstances.

"Cash Flow Sufficiency" means:

(a) with respect to any calculation made prior to the Final Disbursement Date (including as of the Effective Date) other than under the next following clause (b), the WIFIA Debt Service Coverage Ratio for each Calculation Date through the Final Maturity Date is equal to at least 1.50x;

(b) with respect to any calculation made as of the date of the initial disbursement under the WIFIA Loan in respect of the WIFIA Revenue Bond, Series 2, that follows an Updated Financial Model delivered in accordance with Section 4(f), the WIFIA Debt Service Coverage Ratio for each Calculation Date through the Final Maturity Date is equal to at least 2.0x;

(c) with respect to any calculation made as of the first anniversary of the date of the final disbursement under the WIFIA Loan, the WIFIA Debt Service Coverage Ratio for each Calculation Date through the Final Maturity Date is equal to at least 2.0x; and

(d) with respect to any calculation made after the first anniversary of the date of the final disbursement under the WIFIA Loan, the WIFIA Debt Service Coverage Ratio for each Calculation Date through the Final Maturity Date is equal to at least 1.0x.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Construction Period Servicing Fee" has the meaning provided in Section 28(b)(i).

"Control" means, when used with respect to any particular Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or partnership or other ownership interests, by contract or otherwise, and the term "**Controlled by**" has meaning correlative to the foregoing.

"CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100 (not seasonally adjusted), or its successor, published by the Bureau of Labor Statistics and located at https://www.bls.gov/news.release/cpi.t01.htm.

"Debt Service Payment Commencement Date" means the first Payment Date occurring after the date of the initial disbursement of the WIFIA Loan.

"Default Rate" means an interest rate equal to the sum of (a) the WIFIA Interest Rate plus (b) commencing on the tenth (10th) Business Day after the date any notice is given to the Borrower of any Event of Default to which a Default Rate would be applicable, two hundred (200) basis points.

"Designated Participant Loans" means the loans listed in **Schedule II**.

"Designated Reserve Amount" has the meaning provided in Section 16(d)(ii).

"Development Default" means the failure by the Borrower to pay Eligible Project Costs (irrespective of whether such Eligible Project Costs were funded, directly or indirectly, with proceeds of the WIFIA Loan) that in the aggregate are equal to at least 2.04081633 multiplied by the total amount of WIFIA Loan proceeds disbursed as of the sixth (6th) anniversary of the Effective Date.

"Drinking Water Indenture" means the Fourth Amended and Restated Drinking Water SRF Trust Indenture, dated as of September 1, 2019, by and between the Borrower and The Bank of New York Mellon Trust Company, N.A., as trustee, as the same may be amended, supplemented or replaced from time to time.

"Drinking Water Program" means the Drinking Water Program as defined in the Drinking Water Indenture.

"Effective Date" means the date of this Agreement as set forth in the first paragraph hereof.

"**Eligible Project**" means a project listed in **Schedule III** (as such schedule may be updated from time to time to reflect any additional eligible project or replacement eligible project substituted for a project on such schedule in accordance with the terms and conditions of this Agreement) that is undertaken by an SRF Program Participant.

"Eligible Project Costs" means amounts in the Project Budget, substantially all of which are paid by or for the account of the SRF Program Participants in connection with the Eligible Projects, all of which shall arise from the following:

(a) development-phase activities, including planning, feasibility analysis (including any related analysis necessary to carry out an Eligible Project), revenue forecasting, environmental review, permitting, preliminary engineering and design work, and other preconstruction activities;

(b) construction, reconstruction, rehabilitation, and replacement activities;

(c) the acquisition of real property or an interest in real property (including water rights, land relating to any Eligible Project, and improvements to land), environmental mitigation (including acquisitions pursuant to Section 3905(8) of Title 33 of the United States Code), construction contingencies, and acquisition of equipment; or

(d) capitalized interest necessary to meet market requirements, reasonably required reserve funds, capital issuance expenses, and other carrying costs during construction;

provided, that Eligible Project Costs must be consistent with all other applicable federal law, including the Act.

"**Eligible Project Event of Default**" means an Eligible Project Event of Default as set forth in Section 19(a)(ix).

"Eligible Project Participant Loans" means any or all of the Alternative Drinking Water Participant Loans (as defined in the Drinking Water Indenture) and the Alternative Wastewater Participant Loans (as defined in the Wastewater Indenture), in each case, in respect of an Eligible Project.

"Eligible Project Participant Requisition" has the meaning set forth in Section 4(b).

"Environmental Determination" means (a) with respect to the Eligible Projects as of the Effective Date, the Finding of No Significant Impact for the Eligible Projects issued by USEPA on February 15, 2018 in accordance with NEPA and (b) with respect to any Replacement Eligible Project proposed by the Borrower pursuant to Section 15(p) or Section 19(c), a Finding of No Significant Impact or other final environmental determination for such Replacement Eligible Project issued by USEPA in accordance with NEPA.

"**Environmental Laws**" has the meaning provided in Section 13(s).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with the Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"Event of Default" has the meaning provided in Section 19(a).

"Federal Fiscal Year" means the fiscal year of the Government, which is the twelve (12) month period that ends on September 30 of the specified calendar year and begins on October 1 of the preceding calendar year.

"Final Disbursement Date" has the meaning provided in Section 4(d).

"Final Maturity Date" means January 15, 2054.

"Financial Agreements" means, collectively, the Financial Aid Agreements and the Financial Assistance Agreements and, in the singular, any Financial Aid Agreement or Financial Assistance Agreement.

"Financial Aid Agreement" means any Financial Aid Agreement entered into by the Borrower and a WIFIA Participant in connection with a WIFIA Participant Loan.

"Financial Assistance Agreement" means any Financial Assistance Agreement entered into by the Borrower and, as applicable, an SRF Program Participant in connection with an Eligible Project Participant Loan or a WIFIA Participant in connection with a WIFIA Participant Loan.

"Financial Statements" has the meaning provided in Section 13(w).

"GASB" means generally accepted accounting principles for state and local governments, which are the uniform minimum standards of and guidelines for financial accounting and reporting prescribed by the Governmental Accounting Standards Board.

"Government" means the United States of America and its departments and agencies.

"Governmental Approval" means all authorizations, consents, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions and declarations of or with any Governmental Authority.

"Governmental Authority" means any federal, state, provincial, county, city, town, village, municipal or other government or governmental department, commission, council, court, board, bureau, agency, authority or instrumentality (whether executive, legislative, judicial, administrative or regulatory), of or within the United States of America or its territories or possessions, including the State and its counties and municipalities, and their respective courts,

agencies, instrumentalities and regulatory bodies, or any entity that acts "on behalf of" any of the foregoing, whether as an agency or authority of such body.

"IFA Act" means Chapters 1 through 4, 10, 11 and 14 of Indiana Code 5-1.2, as amended, supplemented or replaced from time to time.

"Indemnitee" has the meaning provided in Section 17.

"Insolvency Laws" means the United States Bankruptcy Code, 11 U.S.C. § 101 et seq., as from time to time amended and in effect, and any state bankruptcy, insolvency, receivership or similar law now or hereafter in effect.

"Interest Only Period" means the period commencing on the Effective Date and ending on the interest payment date occurring on January 15, 2021 (or on such earlier date as all amounts due or to become due to the WIFIA Lender hereunder have been irrevocably paid in full in cash).

"Interest Payment Date" means each January 15 and July 15 or, if such date is not a Business Day, the next Business Day following such January 15 or July 15.

"Investment Grade Rating" means a rating no lower than "BBB-", "Baa3" or the equivalent rating from a Nationally Recognized Rating Agency.

"Irrevocable Instruction" means that certain irrevocable instruction, dated as of the date hereof and issued by the Borrower to the SRF Program Trustees, the WIFIA Trustee and to The Bank of New York Mellon Trust Company, N.A. as trustee under the SRF Programs Bond Indenture, for the benefit of the WIFIA Lender and in the form of **Exhibit P**.

"Lien" means any mortgage, pledge, hypothecation, assignment, mandatory deposit arrangement, encumbrance, attachment, lien (statutory or other), charge or other security interest, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever, including any sale-leaseback arrangement, any conditional sale or other title retention agreement, any financing lease having substantially the same effect as any of the foregoing, and the filing of any financing statement or similar instrument under the UCC or comparable law.

"Loan Amortization Schedule" means the Loan Amortization Schedule reflected in the applicable column of **Exhibit G**, delivered pursuant to Section 9(b), as amended from time to time in accordance with Section 7 and Section 9(b).

"Material Adverse Effect" means a material adverse effect on (a) the business, operations, properties, condition (financial or otherwise) or prospects of the Borrower with respect to the Project, the WIFIA Participant Loans or the WIFIA Trust Estate, (b) the legality, validity or enforceability of any material provision of any WIFIA Loan Document, (c) the ability of the Borrower to enter into, perform or comply with any of its material obligations under any WIFIA Loan Document, (d) the validity, enforceability or priority of the Liens provided under the WIFIA Alternative Indenture on the WIFIA Trust Estate securing the payment of the WIFIA

Revenue Bonds or (e) the WIFIA Lender's rights or remedies available under any WIFIA Loan Document.

"Material Modification to Pledged WIFIA Cash Flows" means any amendment or modification to any WIFIA Participant Loan that has an original maximum principal amount in excess of One Million Dollars ($1,000,000) (when excluding amounts made available for "additional subsidy forgivable loans" as shown in **Schedule II**) and that results in any of the following:

(a) any change to the principal maturity date, any principal payment amount, any interest payment date or the interest rate applicable to such WIFIA Participant Loan;

(b) the creation of any lien upon or a pledge of any revenues, interests or assets securing the payment of any debt instrument evidencing any such WIFIA Participant Loan that ranks prior or superior to the pledge thereof as created by any authorization instrument applicable to the debt instrument issued to evidence any such WIFIA Participant Loan;

(c) any reduction or waiver of any debt service coverage ratio necessary to permit additional indebtedness to be issued on a parity basis with any debt instrument evidencing any such WIFIA Participant Loan as set forth in the authorization instrument pursuant to which the debt instrument has been issued to evidence any such WIFIA Participant Loan;

(d) any reduction of any amount required to be set aside and maintained in any bond payment or reserve account created or existing to secure or provide for the payment of any debt instrument evidencing such WIFIA Participant Loan, as set forth in any Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument applicable to such WIFIA Participant Loan; or

(e) any diminution, suspension, waiver or other impairment of any covenant set forth in any Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument that requires taxes or revenues, as applicable, to be levied, charged, assessed and/or collected to provide for the payment of the debt instrument issued to evidence such WIFIA Participant Loan.

"MGD" has the meaning provided in Section 22(c)(vi).

"Nationally Recognized Rating Agency" means Standard & Poor's Rating Group, Moody's Investors Service, Inc., Fitch Ratings or any other nationally recognized statistical rating organization identified as such by the Securities and Exchange Commission.

"**NEPA**" means the National Environmental Policy Act of 1969, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time.

"Obligations" means debt of the Borrower that is secured by a pledge and lien on the Pledged WIFIA Cash Flows or any other Assets pledged pursuant to the WIFIA Alternative Indenture.

"OFAC" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"Operating Period Servicing Fee" has the meaning provided in Section 28(c)(i).

"Organizational Documents" means, with respect to the Borrower, (a) (i) the constitutional and statutory provisions that are the basis for the existence and authority of the Borrower as a body politic and corporate, not a state agency but an independent instrumentality exercising essential public functions, duly created and existing under and by virtue of the IFA Act, (ii) the bylaws, code of regulations or other operating procedures that may have been adopted by the Borrower, and (iii) any other organic laws, statutes, public charters or organizational documents by which the Borrower and its powers, securities, bonds, notes and such other obligations, and its operations and procedures are governed or from which such powers are derived.

"Outstanding WIFIA Loan Balance" means the aggregate principal amount drawn by the Borrower and then outstanding with respect to the WIFIA Loan, as determined in accordance with Section 7(a).

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, and all regulations promulgated thereunder.

"Payment Date" means either or both of the Interest Payment Date and the Principal Payment Date, as applicable.

"Payment Default" has the meaning provided in Section 19(a)(i).

"Payment Period" means, as applicable, for any period of (a) six (6) months that ends on a Payment Date, commencing with the six (6) month period ending on the Debt Service Payment Commencement Date or (b) one (1) year, the Bond Year.

"Permitted Liens" means and includes any Lien (a) granted to secure the WIFIA Loan, (b) granted on excess Pledged WIFIA Cash Flows when and to the extent that such excess Pledged WIFIA Cash Flows become available for release as a Permitted Transfer following payment of WIFIA Debt Service and any applicable WIFIA Loan Expenses and mandatory prepayments of the WIFIA Loan (including the Lien existing as of the Effective Date with respect to amounts that become available for release as Permitted Transfers granted pursuant to the SRF Programs Bond Indenture), and (c) existing as a matter of law in the ordinary course (and not as a result of any action or inaction by the Borrower that is unlawful or inconsistent with the requirements of the WIFIA Loan Documents).

"Permitted Transfers" means a transfer of any or all amounts then on deposit in any account described in clauses (c), (d), (e) or (f) of the definition of WIFIA Accounts, but only (a) to the extent not needed to pay any WIFIA Debt Service or WIFIA Loan Expenses then due and payable or to make any mandatory prepayment of the WIFIA Loan in accordance with Section 10(a), and (b) if and to the extent the requirements of Section 8(d), Section 10(a), Section 15(q)(i), Section 16(d)(ii) or Section 16(d)(iii) do not otherwise direct that such a transfer is not

permitted under the circumstances therein provided, for use consistent with (i) SRF Program requirements (including purposes under the SRF Indentures and compliance with the IFA Act), which may include deposits thereof to any Primary Participant Loan Accounts to provide and make available for the payment of debt service on obligations issued pursuant to the SRF Programs Bond Indenture through its Bond Fund (as defined in the SRF Programs Bond Indenture) or (ii) the Borrower's Supplemental Fund program requirements, as applicable.

"Person" means and includes an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and any Governmental Authority.

"Pledged WIFIA Cash Flows" means all principal and interest payments paid or to be paid by the WIFIA Participants under each of the Financial Agreements (or any related obligations issued pursuant to an Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument) related to any WIFIA Participant Loans, together with any Additional Pledged WIFIA Cash Flows. For purposes of this definition when used in connection with any determination of Cash Flow Sufficiency or WIFIA Debt Service Coverage Ratio, the Borrower's Authorized Representative may use and rely upon such assumptions and calculations as are consistent with the definition of "Cash Flow Sufficiency" or "WIFIA Debt Service Coverage Ratio" (which may include any principal and interest payments anticipated to be paid by any borrowers under any WIFIA Participant Loans notwithstanding that the Borrower has not entered into a Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument with respect to such WIFIA Participant Loan, or the Borrower has not fully disbursed any such WIFIA Participant Loan, as of the date such Cash Flow Sufficiency or WIFIA Debt Service Coverage Ratio is determined) and as the Borrower's Authorized Representative deems reasonable under then existing circumstances.

"Primary Participant Loan Accounts" means the Primary Wastewater Participant Loan Interest Account (as defined in the SRF Indentures), the Primary Wastewater Participant Loan Principal Account (as defined in the SRF Indentures), the Primary Drinking Water Participant Loan Interest Account (as defined in the SRF Indentures), and the Primary Drinking Water Participant Loan Principal Account (as defined in the SRF Indentures) (or to any other account, including any Primary Wastewater Support Account (as defined in the SRF Indentures) and Primary Drinking Water Support Account (as defined in the SRF Indentures) or any Primary Series Reserve (as defined in the SRF Indentures), that is held under the SRF Indentures for substantially the same purposes and effects as the Primary Wastewater Participant Loan Interest Account, the Primary Wastewater Participant Loan Principal Account, the Primary Drinking Water Participant Loan Interest Account, and the Primary Drinking Water Participant Loan Principal Account are held and applied thereunder).

"Principal Payment Date" means each January 15 or, if such date is not a Business Day, the next Business Day following such January 15.

"Project" consists of all Eligible Projects listed in **Schedule III**, subject to any removal and replacement of an Eligible Project pursuant to Section 15(p) or Section 19(c).

"**Project Budget**" means the budget for the Project in the aggregate amount of $890,000,000 attached to this Agreement as **Schedule I** showing a summary of Total Project Costs with a breakdown of all Eligible Project Costs and the estimated sources and uses of funds for the Project.

"Replacement Eligible Project" has the meaning provided in Section 15(p).

"Replacement Eligible Project Qualification Certificate" means a certificate delivered by the Borrower in connection with the replacement of an Eligible Project with a Replacement Eligible Project pursuant to Section 15(p) or Section 19(c), in the form attached as **Exhibit L**, describing the Replacement Eligible Project and certifying that such Replacement Eligible Project (a) complies with all applicable federal laws, regulations, and guidance, (b) has received a final Environmental Determination (a copy of which is attached thereto), and (c) could not reasonably be expected to result in a Material Adverse Effect.

"Replacement WIFIA Participant Loan" means a loan made to a WIFIA Participant entered into after the Effective Date that becomes subject to the Irrevocable Instruction and that meets the requirements of Section 15(q).

"Requisition" has the meaning provided in Section 4(a).

"Servicer" means such entity or entities as the WIFIA Lender shall designate from time to time to perform, or assist the WIFIA Lender in performing, certain duties hereunder.

"Servicing Set-Up Fee" has the meaning provided in Section 28(a).

"Significant WIFIA Participant" means any WIFIA Participant receiving one or more WIFIA Participant Loans that, as of the Effective Date, have an aggregate original maximum principal amount of at least One Hundred Million Dollars ($100,000,000).

"SRF Indentures" means either or both of the Borrower's Wastewater Indenture and Drinking Water Indenture, as applicable.

"**SRF Program Participant**" means a Participant (as defined in either of the SRF Indentures).

"SRF Program Trustees" means The Bank of New York Mellon Trust Company, N.A. or its successor under the provisions of each respective SRF Indenture.

"SRF Programs" means either or both of the Borrower's Wastewater Program and Drinking Water Program, as applicable.

"SRF Programs Bond Indenture" means that certain Seventh Amended and Restated Indenture of Trust, dated as of September 1, 2019, as supplemented and amended to the date hereof, by and between the Borrower and The Bank of New York Mellon Trust Company, N.A., as the same may be amended, supplemented or replaced from time to time.

"State" means the State of Indiana.

"Substantial Completion" means the day on which the Borrower determines that all but minor components of an Eligible Project of an SRF Program Participant that is being funded, in part, by the Borrower with proceeds of the WIFIA Loan pursuant to an Eligible Project Participant Loan have been built, all equipment is operational and the Eligible Project is capable of functioning as designed.

"Total Project Costs" means:

(a) the costs paid or incurred or to be paid or incurred by the SRF Program Participants in connection with or incidental to the acquisition, design, construction and equipping of the Eligible Projects, including Eligible Project Costs; provided that to the extent paid by another Person, such costs shall be reimbursed by the applicable SRF Program Participant to the Person who paid such costs; and

(b) costs of equipment and supplies and initial working capital and reserves required by the SRF Program Participants for the commencement of operation of any Eligible Project, including general administrative expenses and overhead of the SRF Program Participants.

"Uncontrollable Force" means any cause beyond the control of the Borrower, including: (a) a tornado, flood or similar occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, act of terrorism, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, sabotage, or act of God (provided that the Borrower shall not be required to settle any strike or labor disturbance in which it may be involved) or (b) the order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Borrower and the Borrower does not control the administrative agency or governmental officer or body; provided that the diligent contest in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of the Borrower.

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code, as in effect from time to time in the State.

"**Updated Financial Model**" means the Base Case Financial Model, updated in accordance with Section 21(a).

"USEPA" has the meaning provided in the preamble hereto.

"Wastewater Indenture" means the Seventh Amended and Restated Wastewater SRF Trust Indenture, dated as of September 1, 2019, by and between the Borrower and The Bank of New York Mellon Trust Company, N.A., as trustee, as the same may be amended, supplemented or replaced from time to time.

"Wastewater Program" means the Wastewater Program as defined in the Wastewater Indenture.

"Weighted Average Life" means, with respect to the portion of WIFIA Loan applicable to the WIFIA Revenue Bond, Series 1, or the WIFIA Revenue Bond, Series 2 (as applicable), as of any date, the number of years (rounded to the nearest one-twelfth) obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of WIFIA Loan principal allocable to the WIFIA Revenue Bond, Series 1, or the WIFIA Revenue Bond, Series 2 (as applicable), payable as of each Principal Payment Date by (ii) the number of years that will elapse between such date and the making of such payment of principal; by (b) the Outstanding WIFIA Loan Balance allocable to the WIFIA Revenue Bond, Series 1, or the WIFIA Revenue Bond, Series 2 (as applicable), as of such date. For avoidance of doubt, each determination of Weighted Average Life shall be made, and be applied, separately to the portion of the WIFIA Loan principal allocable to the WIFIA Revenue Bond, Series 1, and the WIFIA Revenue Bond, Series 2, respectively and individually rather than collectively.

"WIFIA" has the meaning provided in the recitals hereto.

"WIFIA Account of the Supplemental Fund" means the WIFIA Account of the Supplemental Fund as defined in the WIFIA Alternative Indenture.

"WIFIA Accounts" means the following accounts as designed and created pursuant to the WIFIA Alternative Indenture, including as supplemented by the WIFIA Alternative Supplemental Indenture, or the SRF Indentures:

(a) the WIFIA Alternative Bond Account;

(b) the WIFIA Alternative Purchase Accounts;

(c) the WIFIA subaccounts of the Alternative Wastewater Participant Loan Interest Account, the Alternative Wastewater Participant Loan Principal Account, the Alternative Drinking Water Participant Loan Interest Account, and the Alternative Drinking Water Participant Loan Principal Account;

(d) the WIFIA Account of the Supplemental Fund;

(e) any WIFIA subaccounts of any Alternative Wastewater Support Account and Alternative Drinking Water Support Account, and any Alternative Series Reserve, in each case to the extent created and pledged as part of the WIFIA Trust Estate; and

(f) any other account that is held under the SRF Indentures and is subject to the Irrevocable Instruction with the same force and effect as the accounts set forth in the immediately preceding clauses (c) and (e) are held and applied thereunder.

"WIFIA Alternative Bond Account" means the WIFIA Alternative Bond Account applicable to the WIFIA Revenue Bonds as established pursuant to the WIFIA Alternative Supplemental Indenture.

"WIFIA Alternative Indenture" means that certain WIFIA Alternative Indenture of Trust, dated as of September 1, 2019, by and between the Borrower and the WIFIA Trustee, as the same may be amended, supplemented or replaced from time to time.

"WIFIA Alternative Purchase Accounts" means each of the Series 2019-1/2 WIFIA Alternative Purchase Accounts applicable to respective SRF Programs into which proceeds of the WIFIA Revenue Bonds are deposited pursuant to the WIFIA Alternative Supplemental Indenture.

"WIFIA Alternative Supplemental Indenture" means the Series 2019-1 (WIFIA) and Series 2019-2 (WIFIA) Supplemental Indenture of Trust, dated as of September 1, 2019, between by the Borrower and the WIFIA Trustee, in substantially the form of **Exhibit A**.

"WIFIA Debt Service" means with respect to any Payment Date occurring on or after the Debt Service Payment Commencement Date, the principal portion of the Outstanding WIFIA Loan Balance and any interest payable thereon (including interest accruing after the date of any filing by the Borrower of any petition in bankruptcy or the commencement of any bankruptcy, insolvency or similar proceeding with respect to the Borrower), and any WIFIA Loan Expenses, in each case:

(a) as set forth on **Exhibit G**; and

(b) due and payable on such Payment Date in accordance with the provisions of Section 9(b).

"WIFIA Debt Service Coverage Ratio" means the ratio of (a) the combined aggregate principal and interest payments to be paid by the WIFIA Participants under any Financial Agreement (or any obligations issued pursuant to an Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument) related to any WIFIA Participant Loans during any applicable annual Payment Period through the Final Maturity Date being tested, plus (i) the aggregate amounts then on deposit in any WIFIA Account described in clauses (a), (c), (d), (e) or (f) of the definition thereof as of the Payment Date on which such annual Payment Period ends and (ii) any Additional Pledged WIFIA Cash Flows during any applicable annual Payment Period through the Final Maturity Date being tested, to (b) the annual WIFIA Debt Service payable during such same annual Payment Period through the Final Maturity Date being tested.

"WIFIA Federal Involvement Limit" means, (a) the aggregate amount of all disbursements of the WIFIA Loan (including any pending requested disbursement) shall not exceed the amount of Eligible Project Costs paid or incurred by SRF Program Participants responsible for the Project, (b) the aggregate amount of all disbursements of the WIFIA Loan (including any pending requested disbursement), together with the amount of any other credit assistance provided under the Act to the Borrower, does not exceed forty-nine percent (49%) of reasonably anticipated Eligible Project Costs and (c) the total federal assistance provided to the Project in the aggregate, including the maximum principal amount of the WIFIA Loan, will not exceed eighty percent (80%) of Total Project Costs.

"WIFIA Interest Rate" has the meaning provided in Section 6.

"WIFIA Lender" has the meaning provided in the preamble hereto.

"WIFIA Lender's Authorized Representative" means the Administrator and any other Person who shall be designated as such pursuant to Section 26.

"WIFIA Loan" means the secured loan made by the WIFIA Lender to the Borrower hereunder, pursuant to the Act, in a principal amount not to exceed four hundred thirty six million dollars ($436,000,000), to be used to pay Eligible Project Costs.

"WIFIA Loan Documents" means this Agreement, the WIFIA Revenue Bonds, the WIFIA Alternative Indenture, the SRF Indentures, the WIFIA Alternative Supplemental Indenture, and the Irrevocable Instruction.

"WIFIA Loan Expenses" means the actual fees and expenses of the WIFIA Lender and the WIFIA Trustee expenses, legal expenses, rating agency expenses, and other costs and expenses required to be incurred by the Borrower related to the WIFIA Loan and the WIFIA Revenue Bonds, including the indemnification obligations set forth in Section 17.

"WIFIA Participant Loan Underwriting Standards" means the standards and requirements applicable to WIFIA Participant Loans that are set forth in **Exhibit O**.

"WIFIA Participant Loans" means, in the aggregate, the Designated Participant Loans and the Replacement WIFIA Participant Loans and, in the singular, any Designated Participant Loan or Replacement WIFIA Participant Loan.

"WIFIA Participants" means an SRF Program Participant or other eligible entity under the IFA Act that enters into a WIFIA Participant Loan.

"WIFIA Revenue Bond" means, collectively or respectively (as applicable), WIFIA Revenue Bond, Series 1 and WIFIA Revenue Bond, Series 2.

"WIFIA Revenue Bond, Series 1" means the Alternative Bond entitled "Indiana Finance Authority Taxable WIFIA Alternative Program Revenue Bond, Series 2019-1 (WIFIA)" in an aggregate principal amount not to exceed Three Hundred Forty-Nine Million Dollars ($349,000,000) issued pursuant to the WIFIA Alternative Supplemental Indenture delivered by the Borrower in substantially the form of Attachment 1 in **Exhibit A** hereto, with respect to the Designated Participant Loans listed in Part A of **Schedule II**, which loans are made as of the Effective Date, or any Replacement WIFIA Participant Loan for such loans.

"WIFIA Revenue Bond, Series 2" means the Alternative Bond entitled "Indiana Finance Authority Taxable WIFIA Alternative Program Revenue Bond, Series 2019-2 (WIFIA)" in an aggregate principal amount not to exceed Eighty-Seven Million Dollars ($87,000,000) issued pursuant to the WIFIA Alternative Supplemental Indenture delivered by the Borrower in substantially the form of Attachment 1 in **Exhibit A** hereto, with respect to the Designated Participant Loans listed in Part B of **Schedule II**, which loans are made after the Effective Date, or any Replacement WIFIA Participant Loan for such loans.

"WIFIA Series 2 Rate" means (a) as of the Effective Date, an interest rate of one and ninety-nine hundredths percent (1.99%) and (b) from and after the date of the initial disbursement under the WIFIA Loan in respect of the WIFIA Revenue Bond, Series 2, the per annum interest rate determined by adding one basis point (0.01%) to the interest rate shown in **Schedule V** for securities with a tenor that is the closest to the Weighted Average Life of the WIFIA Revenue Bond, Series 2, determined as of the date of such initial disbursement under the

WIFIA Revenue Bond, Series 2. The Weighted Average Life allocable to the WIFIA Revenue Bond, Series 2 as of the date of the initial disbursement under the WIFIA Loan in respect of the WIFIA Revenue Bond, Series 2 shall be no shorter than fifteen (15) years and no longer than twenty-five (25) years.

"WIFIA Trust Estate" means the WIFIA Alternative Trust Estate as defined and established under the provisions of the WIFIA Alternative Indenture and as further described in the WIFIA Alternative Supplemental Indenture securing the payment of the principal of and interest on the WIFIA Revenue Bonds and other amounts due and payable under this Agreement.

"WIFIA Trustee" means The Bank of New York Mellon Trust Company, N.A., or its successor trustee under the provisions of the WIFIA Alternative Indenture.

SECTION 2. **Interpretation**

Unless the context shall otherwise require, the words "hereto", "herein", "hereof" and other words of similar import refer to this Agreement as a whole. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and vice versa. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Whenever the Borrower's knowledge is implicated in this Agreement or the phrase "to the Borrower's knowledge" or a similar phrase is used in this Agreement, the Borrower's knowledge or such phrase(s) shall be interpreted to mean to the actual knowledge of the Borrower's Director of Environmental Programs and the employees of the Borrower whose normal scope of duties includes the SRF Programs without having undertaken inquiries outside the performance of the normal scope of such Person's duties on behalf of the Borrower. Unless the context shall otherwise require, references to any Person shall be deemed to include such Person's successors and permitted assigns. Unless the context shall otherwise require, references to sections, subsections, schedules, exhibits, appendices and provisions are to the applicable sections, subsections, schedules, exhibits, appendices and provisions of this Agreement. The schedules and exhibits to this Agreement, and the appendices and schedules to such exhibits, are hereby incorporated by reference and made an integral part of this Agreement. The headings or titles of this Agreement and its sections, schedules or exhibits, as well as any table of contents, are for convenience of reference only and shall not define or limit its provisions. Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time to time in accordance with the terms thereof and hereof. Every request, order, demand, application, appointment, notice, statement, certificate, consent or similar communication or action hereunder by any party shall, unless otherwise specifically provided, be delivered in writing in accordance with Section 36 and signed by a duly authorized representative of such party.

SECTION 3. **WIFIA Loan Amount**

The principal amount of the WIFIA Loan shall not exceed four hundred thirty six million dollars ($436,000,000). WIFIA Loan proceeds shall be disbursed from time to time in accordance with Section 4.

SECTION 4. **Disbursement Conditions**

(a) WIFIA Loan proceeds shall be disbursed solely for the purpose of depositing funds with the SRF Program Trustees in one or both of the WIFIA Alternative Purchase Accounts in accordance with the WIFIA Alternative Supplemental Indenture, which WIFIA Loan disbursements shall be applied to pay or reimburse Eligible Project Costs (i) paid or incurred by the Borrower or (ii) through making disbursements in connection with one or more Eligible Project Participant Loans made by the Borrower pursuant to the SRF Indentures to one or more SRF Program Participants to provide for Eligible Project Costs of one or more Eligible Projects. Each disbursement of the WIFIA Loan shall be made pursuant to a requisition and certification (a "Requisition") in the form set forth in **Appendix One** to **Exhibit D** submitted by the Borrower to, and approved by, the WIFIA Lender, all in accordance with the procedures of **Exhibit D** and subject to (i) with respect to the initial disbursement, the conditions set forth in Section 12(a), and (ii) with respect to the initial and each subsequent disbursement, the conditions set forth in Section 12(b).

(b) The Borrower shall deliver copies of (i) each Requisition and (ii) each executed SRF Disbursement Request Form, including the attachments thereto (an "Eligible Project Participant Requisition"), substantially in the form set forth in **Exhibit E** or in form and substance satisfactory to the WIFIA Lender, submitted to the Borrower by an SRF Program Participant in connection with Eligible Project Costs of an Eligible Project to be paid or reimbursed with the proceeds of the WIFIA Loan that underlie the applicable requested disbursement, in each case to the WIFIA Lender, the WIFIA Trustee, and the Servicer on or before the first day of each month for which a disbursement is requested, or the next succeeding Business Day if such first day is not a Business Day. If the WIFIA Lender shall expressly approve a Requisition or shall not expressly deny a Requisition, disbursements of funds to the WIFIA Trustee shall be made on the fifteenth (15th) day of the month for which a disbursement has been requested or on the next succeeding Business Day if such fifteenth (15th) day is not a Business Day. Express WIFIA Lender approval or denial shall be substantially in the form annexed hereto as **Appendix Three** to **Exhibit D**. In no event shall disbursements be made more than once each month. At the time of any disbursement, the sum of all prior disbursements of WIFIA Loan proceeds and the disbursement then to be made shall not exceed the cumulative disbursements through the end of the then-current Federal Fiscal Year set forth in the Anticipated WIFIA Loan Disbursement Schedule, as the same may be amended from time to time. Any scheduled disbursement (as reflected in the Anticipated WIFIA Loan Disbursement Schedule) that remains undrawn at the end of any Federal Fiscal Year shall be available for disbursement in subsequent years, subject to this Section 4.

(c) Subject to Section 4(d), the Borrower may amend the Anticipated WIFIA Loan Disbursement Schedule by submitting a revised version thereof to the WIFIA Lender and the WIFIA Trustee no later than thirty (30) days prior to the proposed effective date thereof, together with an explanation of the reasons for such revisions and the proposed effective date thereof. Subject to compliance with this Agreement, particularly the requirements of this

subsection (c) and subsection (d) of this Section 4, such revised Anticipated WIFIA Loan Disbursement Schedule shall become effective upon the WIFIA Lender's approval thereof, which approval shall not be unreasonably withheld.

(d) No disbursement shall be made from the WIFIA Loan later than thirty (30) days prior to the fifth (5th) anniversary of the Effective Date (the "Final Disbursement Date"). At the Final Disbursement Date the Anticipated WIFIA Loan Disbursement Schedule shall be of no further effect and the Loan Amortization Schedule shall be determined and fixed as provided for in Section 9(f). The Borrower shall deliver to the WIFIA Lender a Cash Flow Certificate, measured as of, and delivered by, no later than the sixth (6th) anniversary of the Effective Date or, if such date is not a Business Day, on the next following Business Day, which Cash Flow Certificate shall demonstrate Cash Flow Sufficiency as described in clause (c) of the definition of such term.

(e) WIFIA Loan disbursements shall not be applied to reimburse Eligible Project Costs paid by an SRF Program Participant more than one (1) year following Substantial Completion of the applicable Eligible Project.

(f) WIFIA Loan disbursements shall first be made in respect of the WIFIA Revenue Bond, Series 1, up to the original principal amount thereof and then in respect of the WIFIA Revenue Bond, Series 2, up to the original principal amount thereof. No WIFIA Loan disbursements shall be made in respect of the WIFIA Revenue Bond, Series 2 or that cause the Outstanding WIFIA Loan Balance to exceed Three Hundred Forty-Nine Million Dollars ($349,000,000), unless (i) an Updated Financial Model and accompanying certificate have been delivered in accordance with Section 21(a) and (ii) the certificate delivered in connection with the Updated Financial Model demonstrates Cash Flow Sufficiency as described in clause (b) of the definition of such term. The WIFIA Lender shall notify the Borrower of the WIFIA Series 2 Rate, determined in accordance with the definition thereof, prior to the initial disbursement in respect of the WIFIA Revenue Bond, Series 2.

SECTION 5. **Term**

The term of the WIFIA Loan shall extend from the Effective Date to the Final Maturity Date or to such earlier or later date as all amounts due or to become due to the WIFIA Lender hereunder have been irrevocably paid in full.

SECTION 6. **Interest Rate.**

The interest rate with respect to the Outstanding WIFIA Loan Balance (the "WIFIA Interest Rate") shall be:

(a) for the portion thereof outstanding under the WIFIA Revenue Bond, Series 1, one and seventy-eight hundredths percent (1.78%) per annum, and

(b) for the portion thereof outstanding under the WIFIA Revenue Bond, Series 2, a per annum rate equal to the WIFIA Series 2 Rate.

Interest will be accrued and computed on the Outstanding WIFIA Loan Balance (as well as on any past due interest) from time to time on the basis of a 360-day year of twelve (12) thirty (30) day months, and will be compounded semi-annually. Upon the occurrence of any Payment Default or, subject to the cure rights in Section 19(c), any Development Default and after the Final Maturity Date, the Outstanding WIFIA Loan Balance shall bear interest at the Default Rate until the earlier to occur of the (a) date on which the Payment Default or Development Default has been cured to the reasonable satisfaction of the WIFIA Lender in accordance with this Agreement and (b) the date on which the WIFIA Revenue Bonds have been paid in full. Upon the occurrence of an event or condition described in Section 19(a)(ii) (that arises solely from the act or omission of an SRF Program Participant with respect to an Eligible Project) or (ix) that but for Section 19(c) would be an Event of Default and the failure by the Borrower to cure any such event or condition that is eligible for cure as described in Section 19(c) within two hundred forty (240) days of the Borrower first obtaining knowledge of such event or condition, the Outstanding WIFIA Loan Balance shall bear interest at the Additional Rate until the date on which the WIFIA Revenue Bonds have been paid in full.

SECTION 7. **Outstanding WIFIA Loan Balance and Revisions to Exhibit G and the Loan Amortization Schedule**

(a) The Outstanding WIFIA Loan Balance will be (i) increased on each occasion on which the WIFIA Lender disburses loan proceeds hereunder, by the amount of such disbursement of loan proceeds; and (ii) decreased upon each payment or prepayment of the Outstanding WIFIA Loan Balance, by the amount of principal so paid. The WIFIA Lender may in its discretion, at any time and from time to time or when so requested by the Borrower or the WIFIA Trustee, advise the Borrower or the WIFIA Trustee by written notice of the amount of the Outstanding WIFIA Loan Balance as of the date of such notice, and its determination of such amount in any such notice shall be deemed conclusive absent manifest error.

(b) The WIFIA Lender is hereby authorized to modify the Loan Amortization Schedule included in **Exhibit G** from time to time (including pursuant to Section 9(f)), to reflect (i) any change to the Outstanding WIFIA Loan Balance (including after any prepayment of the WIFIA Loan), (ii) any change to the date and amount of any principal or interest due and payable or to become due and payable by the Borrower under this Agreement, and (iii) such other information related to the principal of, and interest on, the WIFIA Loan as the WIFIA Lender may determine is necessary for administering the WIFIA Loan and this Agreement. Any calculations described above shall be rounded up to the nearest whole cent. Any partial prepayments of the Outstanding WIFIA Loan Balance pursuant to Section 10 shall be applied in accordance with Section 10(d). Absent manifest error, the WIFIA Lender's determination of such matters as set forth on **Exhibit G** shall be conclusive evidence thereof; provided, however, that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner the Borrower's obligations hereunder or under any other WIFIA Loan Document. The WIFIA Lender shall provide the Borrower with a copy of **Exhibit G** as revised, but no failure to provide or delay in providing the Borrower with such copy shall affect any of the obligations of the Borrower under this Agreement or the other WIFIA Loan Documents.

(c) The Borrower shall have the right to propose amendments to the portion of the Loan Amortization Schedule for the WIFIA Loan allocable to the respective WIFIA Revenue Bonds as follows:

(i) exercisable once in respect of the WIFIA Revenue Bond, Series 2, on a date that is thirty (30) days prior to the date of the initial disbursement under the WIFIA Loan in respect of such WIFIA Revenue Bond, Series 2, that follows the delivery of an Updated Financial Model in accordance with Section 4(f); and

(ii) exercisable once on a date that is thirty (30) days prior to the first anniversary of the date of the final disbursement under the WIFIA Loan, provided, however, that no such amendment under this clause (ii) may result in (A) the Weighted Average Life of the WIFIA Revenue Bond, Series 1, being longer than the Weighted Average Life in respect of the WIFIA Revenue Bond, Series 1, measured as of the Effective Date or (B) the Weighted Average Life of the WIFIA Revenue Bond, Series 2, being longer than the Weighted Average Life in respect of the WIFIA Revenue Bond, Series 2, measured as of the date of the initial disbursement under the WIFIA Loan in respect of such WIFIA Revenue Bond, Series 2.

The WIFIA Lender shall provide the Borrower with a copy of **Exhibit G** as revised to reflect any amendments to the Loan Amortization Schedule for the WIFIA Loan described in the preceding sentence, but no failure to provide or delay in providing the Borrower with such copy shall affect any of the obligations of the Borrower under this Agreement or the other WIFIA Loan Documents.

SECTION 8. **Security and Priority**

(a) As security for the WIFIA Loan as evidenced by the WIFIA Revenue Bonds, the Borrower has pledged to the WIFIA Trustee for the benefit of the WIFIA Lender Liens on the WIFIA Trust Estate in accordance with the provisions of the WIFIA Alternative Indenture. By its purchase and as the holder of the WIFIA Revenue Bonds, the WIFIA Lender shall be entitled to all rights and benefits under the WIFIA Alternative Indenture, the WIFIA Revenue Bonds, the WIFIA Alternative Supplemental Indenture and this Agreement, all as provided by the applicable terms, conditions and provisions of the WIFIA Alternative Indenture and the WIFIA Revenue Bonds, the WIFIA Alternative Supplemental Indenture and this Agreement.

(b) Except for any Permitted Liens, the WIFIA Trust Estate will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto and all corporate action on the part of the Borrower to that end has been duly and validly taken. Except for any Permitted Liens described in clause (c) of the definition thereof, the WIFIA Trust Estate will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to or of equal rank with the pledge of the Borrower created under the WIFIA Alternative Indenture, and all corporate action on the part of the Borrower to that end has been duly and validly taken.

(c) The Borrower shall not use the WIFIA Trust Estate to make any payments or satisfy any obligations other than in accordance with this Agreement and the WIFIA

Alternative Indenture, and neither the Borrower nor the WIFIA Trustee shall apply any portion of the WIFIA Trust Estate in contravention of this Agreement, the WIFIA Revenue Bonds or the WIFIA Alternative Indenture.

(d) Pursuant to and in accordance with the Irrevocable Instruction, the Borrower shall cause the SRF Program Trustees and the WIFIA Trustee to deposit all Pledged WIFIA Cash Flows to one or more of the accounts described in clause (c), (d), (e) or (f) of the definition of WIFIA Accounts and shall cause the SRF Program Trustees to transfer Pledged WIFIA Cash Flows held in the accounts described in clauses (c), (e) and (f) of the definition of WIFIA Accounts, on or prior to January 15 and July 15 of each calendar year until the Final Maturity Date, to the WIFIA Trustee (in amounts sufficient to make the deposits described below and prior to making any Permitted Transfer) and cause the WIFIA Trustee to deposit such Pledged WIFIA Cash Flows transferred by the SRF Program Trustees (together with Pledged WIFIA Cash Flows on deposit with the WIFIA Trustee in the account described in clause (d) of the definition of WIFIA Accounts) *first*, to the WIFIA Alternative Bond Account in amounts sufficient, together with funds on deposit therein, to pay all WIFIA Debt Service due and payable on the next Payment Date, *second*, to the WIFIA Alternative Bond Account in amounts sufficient to pay all WIFIA Loan Expenses then due and payable and *third*, to the WIFIA Alternative Bond Account in amounts sufficient to make any mandatory prepayments of the WIFIA Loan in accordance with Section 10(a). As and when required pursuant to Section 16(d), the Borrower shall cause the SRF Program Trustees and the WIFIA Trustee to retain all Pledged WIFIA Cash Flows remaining after the transfers described in the preceding sentence in the applicable account(s) described in clause (c), (d), (e) or (f) of the definition of WIFIA Accounts. The Borrower may cause the SRF Program Trustees and the WIFIA Trustee to make Permitted Transfers when permitted, and as provided, in Section 16(d).

SECTION 9. **Payment of Principal, Interest and WIFIA Loan Expenses**

(a) Payment Dates. The Borrower agrees to pay the principal of and interest on the WIFIA Loan as evidenced by the WIFIA Revenue Bonds by making payments in accordance with the provisions of this Agreement, the WIFIA Revenue Bonds and the WIFIA Alternative Indenture on each Principal Payment Date for payment of principal and on each Interest Payment Date for payment of interest, and on each other date (including the Final Maturity Date and any date on which payment thereof is due) on which payment thereof is required to be made hereunder.

(b) Payment of WIFIA Debt Service.

(i) During the Interest Only Period, the WIFIA Debt Service payable by the Borrower shall consist of one hundred percent (100%) of the amount of interest then due and payable on the Outstanding WIFIA Loan Balance, and no payment of principal will be due and payable. Such payments shall be made in accordance with Section 9(d).

(ii) On each Payment Date following the Interest Only Period, the Borrower shall pay WIFIA Debt Service in the amounts set forth in respect of such

Payment Date on **Exhibit G**, as the same may be revised as provided in Section 7. All such payments shall be made in accordance with Section 9(d).

(iii) The schedule of WIFIA Debt Service payments set forth on **Exhibit G** shall be calculated by the WIFIA Lender prior to the Debt Service Payment Commencement Date such that after such Debt Service Payment Commencement Date there shall be payable annual payments of principal and semiannual payments of interest in order for the Outstanding WIFIA Loan Balance of the WIFIA Loan to be reduced to $0 on the Final Maturity Date (assuming that interest accrues during such period on the principal balance of such WIFIA Loan at the rate per annum set forth in Section 6, that all WIFIA Debt Service payments are made in a timely manner during such period, and that no additional payments of principal of or interest on the WIFIA Loan are made during such period); provided that there shall be due and payable on the Final Maturity Date of the WIFIA Loan all amounts of principal and interest not otherwise paid pursuant to the provisions of this Agreement.

(iv) On each Principal Payment Date, the Borrower shall pay the principal amount corresponding to such date, as shown in **Exhibit G** and in any event shall amortize the WIFIA Loan so that as of any Principal Payment Date, the aggregate percentage of the WIFIA Loan that has been amortized is equal to or greater than the sum of the percentages corresponding to each Principal Payment Date through the applicable Principal Payment Date reflected in **Exhibit G**. Prior to each Payment Date occurring before the Final Disbursement Date, the WIFIA Lender shall provide written notice to the Borrower and the WIFIA Trustee of the amount of the WIFIA Debt Service due and payable on such Payment Date, which amount shall be deemed conclusive absent manifest error. No later than ten (10) days or more than thirty (30) days prior to each Payment Date occurring after the Final Disbursement Date, the Borrower shall provide written notice to the WIFIA Lender of the amount of WIFIA Debt Service due and payable on such Payment Date plus any prepayment to be paid on such Payment Date, which amount shall be deemed conclusive absent written notice from the WIFIA Lender. Any prepayments shall be applied as provided in Section 10(d).

(c) Payment of WIFIA Loan Expenses. WIFIA Loan Expenses and other amounts payable to the WIFIA Lender under this Agreement (excluding WIFIA Debt Service) shall be paid as administrative expenses of the Borrower.

(d) Manner of Payment. Payments under this Agreement and the WIFIA Revenue Bonds shall be made by wire transfer on or before each Payment Date in immediately available funds in accordance with the payment instructions set forth in **Schedule IV**, as modified in writing from time to time by the WIFIA Lender with copy thereof to the WIFIA Trustee. The Borrower shall cause the WIFIA Trustee to make any such payment (or portion thereof) with funds then on deposit in the WIFIA Alternative Bond Account.

(e) Final Maturity Date. Notwithstanding anything herein to the contrary, the Outstanding WIFIA Loan Balance as evidenced by the WIFIA Revenue Bonds and any accrued interest thereon shall be due and payable in full on the Final Maturity Date (or on any earlier date

on which the WIFIA Loan and the WIFIA Revenue Bonds are subject to mandatory redemption or earlier payment pursuant to the provisions of Section 10(a) or Section 10(c).

(f) WIFIA Revenue Bonds; Adjustments to Loan Amortization Schedule. As evidence of the Borrower's obligation to repay the WIFIA Loan, the Borrower shall cause the WIFIA Revenue Bonds to be executed, authenticated, issued and delivered to the WIFIA Lender, on or prior to the Effective Date, substantially in the form of Attachment 1 to **Exhibit A**, having a maximum aggregate principal amount of four hundred thirty six million dollars ($436,000,000) (subject to decrease as herein provided) and bearing interest at the rate set forth in Section 6. The WIFIA Lender is hereby authorized to modify the Loan Amortization Schedule included in **Exhibit G** from time to time as it determines to be necessary or desirable, in accordance with Section 7, and shall reflect the following:

(i) the amount of each WIFIA Loan disbursement made under this Agreement to the Borrower (or to the SRF Program Trustees at the direction of the Borrower);

(ii) the date and amount of any principal or interest due and payable or to become due and payable by the Borrower under the WIFIA Loan as evidenced by the WIFIA Revenue Bonds;

(iii) each repayment in respect of the principal amount of the WIFIA Loan as evidenced by the WIFIA Revenue Bonds;

(iv) each prepayment in respect of the principal amount of the WIFIA Loan as evidenced by the WIFIA Revenue Bonds;

(v) any adjustments made to the Loan Amortization Schedule by the Borrower pursuant to Section 7(c), or to reflect adjustments as a result of any Replacement WIFIA Participant Loan, subject to Section 15(q); and

(vi) such other information as the WIFIA Lender may determine is necessary for administering the WIFIA Loan and this Agreement;

provided that if the aggregate principal amount of the WIFIA Loan drawn by the Borrower is less than $436,000,000 as of the Final Disbursement Date, the WIFIA Lender shall recalculate the Loan Amortization Schedule based on the percentages reflected in **Exhibit G** to reflect the full amount drawn and provide the modified version of **Exhibit G** to the Borrower. Absent manifest error, the WIFIA Lender's determination of such matters as set forth on **Exhibit G** shall be conclusive evidence thereof; provided, however, that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner the Borrower's obligations hereunder or under any other WIFIA Loan Document.

SECTION 10. **Prepayment**

(a) Mandatory Prepayments. Upon any prepayment or accelerated repayment of any WIFIA Participant Loan, the Borrower shall use at least forty-nine percent (49%) of the proceeds of such prepayment or accelerated repayment to make a mandatory prepayment of the

WIFIA Loan unless the Borrower shall have, as of the date of any prepayment or accelerated repayment of a WIFIA Participant, replaced such WIFIA Participant Loan with a new Replacement WIFIA Participant Loan (or shall have retained at least forty-nine percent (49%) of the proceeds of such prepayment or repayment in the WIFIA Accounts pending entering into such a new Replacement WIFIA Participant Loan; provided, that (A) such retained proceeds must be held in the WIFIA Accounts and cannot be included as part of any Permitted Transfer unless and until a new Replacement WIFIA Participant Loan is entered into, (B) such Replacement WIFIA Participant Loan is executed and fully disbursed within one (1) year after such prepayment or repayment, (C) the Borrower delivers a Cash Flow Certificate to the WIFIA Lender which demonstrates that the WIFIA Debt Service Coverage Ratio, taking into account such Replacement WIFIA Participant Loan, will, for each Payment Period, be equal to or higher than the WIFIA Debt Service Coverage Ratio that would result for each such Payment Period had the Designated Participant Loan not been replaced by the Replacement WIFIA Participant Loan, (D) if Pledged WIFIA Cash Flows (other than such retained proceeds) are insufficient to pay WIFIA Debt Service when due and payable, such retained proceeds shall be used, to the extent required, to pay WIFIA Debt Service, (E) any earnings on such retained proceeds held in the WIFIA Accounts shall be considered Pledged WIFIA Cash Flows and (F) if the conditions described in clauses (B) and (C) above have not been satisfied within one (1) year after such prepayment or repayment (or if the requirements of any other clause above are not satisfied at any time), the retained proceeds of such prepayment shall be used in full to make a mandatory prepayment of the WIFIA Loan).

(b) Notice of Mandatory Prepayment. The Borrower shall provide written notice to the WIFIA Lender at least two (2) Business Days prior to the date on which it makes any mandatory prepayment pursuant to clause (a) above; provided, that the Borrower's failure to deliver such notice shall not diminish, impair or otherwise affect the Borrower's obligation to make any such mandatory prepayment as and when the circumstances requiring such mandatory prepayment have occurred.

(c) Optional Prepayments. The Borrower may prepay the WIFIA Loan and the WIFIA Revenue Bonds in whole or in part (and, if in part, the amounts thereof to be prepaid shall be determined by the Borrower; provided, however, that such prepayments shall be in principal amounts of One Million Dollars ($1,000,000) or any integral multiple of $1 in excess thereof) once annually on any July 15 or January 15, without penalty or premium, by paying to the WIFIA Lender and the WIFIA Trustee such principal amount of the WIFIA Loan and the WIFIA Revenue Bonds to be prepaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment. Each prepayment of the WIFIA Loan and the WIFIA Revenue Bonds shall be made on such July 15 or January 15, and in such principal amount as shall be specified by the Borrower in a written notice delivered to the WIFIA Lender and the WIFIA Trustee. In the case of any prepayment, such written notice shall be delivered to the WIFIA Lender and the WIFIA Trustee not less than ten (10) days or more than thirty (30) days prior to the date set for prepayment. Notice having been given as provided above, the principal amount of the WIFIA Loan stated in such notice or the whole thereof, as the case may be, shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on the principal amount then being prepaid.

(d) Treatment of Prepayments. If the entire unpaid balance of the principal of a WIFIA Revenue Bond is to be prepaid, the WIFIA Lender shall present and surrender such WIFIA Revenue Bond evidencing the obligation to repay the portion of the WIFIA Loan corresponding to such WIFIA Revenue Bond to the Borrower or its representative at the principal office of the WIFIA Lender. If only part of the unpaid balance of principal of a WIFIA Revenue Bond is to be prepaid, the WIFIA Lender may revise the Loan Amortization Schedule to indicate the amount of principal of and interest on the WIFIA Revenue Bond, Series 1, or the WIFIA Revenue Bond, Series 2, then being prepaid, as applicable. All such partial prepayments of principal shall be applied to reduce future payments due on the WIFIA Revenue Bonds in any order of maturity as directed by written notice given by the Borrower to the WIFIA Lender at or prior to such prepayment (and in the absence of any such written direction from the Borrower in the inverse order of maturity). If said monies shall not have been so paid on the prepayment date, such principal amount of the WIFIA Revenue Bonds shall continue to be due on its original maturity date and shall continue to bear interest until payment thereof at the rate provided for in Section 6.

SECTION 11. **[Reserved.]**

SECTION 12. **Conditions Precedent**

(a) Conditions Precedent to Effectiveness. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not become effective until each of the following conditions precedent shall have been satisfied or waived in writing by the WIFIA Lender:

(i) The Borrower shall have provided to the WIFIA Trustee and the WIFIA Lender certified, complete, and fully executed copies of the WIFIA Loan Documents, together with any amendments, waivers or modifications thereto, that have been entered into on or prior to the Effective Date (and that remain in effect on or after the Effective Date), in each case in form and substance satisfactory to the WIFIA Lender and the Borrower shall certify that each of the WIFIA Loan Documents is in full force and effect.

(ii) Counsel to the Borrower shall have rendered to the WIFIA Lender legal opinions in form and substance satisfactory to the WIFIA Lender that include those opinions set forth on **Exhibit H-1** and bond counsel to the Borrower shall have rendered to the WIFIA Lender legal opinions in form and substance satisfactory to the WIFIA Lender that include those opinions set forth on **Exhibit H-2**.

(iii) The Borrower shall have delivered to the WIFIA Lender a duly executed certificate from the WIFIA Trustee in the form attached hereto as **Exhibit I**.

(iv) The Borrower shall have provided a certificate as to the absence of debarment, suspension or voluntary exclusion from participation in Government contracts, procurement and non-procurement matters substantially in the form attached hereto as **Exhibit C** with respect to the Borrower and its principals (as defined in 2 C.F.R. §180.995).

(v) The Borrower shall have provided evidence to the WIFIA Lender's satisfaction of the assignment by at least two (2) Nationally Recognized Rating Agencies of a public Investment Grade Rating to the WIFIA Loan. The Borrower shall have provided a certificate confirming that no such rating has been reduced, withdrawn or suspended as of the Effective Date.

(vi) The Borrower shall have delivered to the WIFIA Lender a certificate in the form attached hereto as **Exhibit J** (A) as to the satisfaction of certain conditions precedent set forth in this Section 12(a) as required by the WIFIA Lender, (B) designating the Borrower's Authorized Representative and (C) providing such Person's position and incumbency.

(vii) The Borrower shall have delivered to the WIFIA Lender a copy of the report described in Section 22(c), which report shall be in form and substance satisfactory to the WIFIA Lender.

(viii) The Borrower shall have demonstrated to the WIFIA Lender's satisfaction that the aggregate of all funds that are committed or reasonably expected to be available will be sufficient to complete the Project.

(ix) The Borrower shall have delivered to the WIFIA Lender a certified Base Case Financial Model on or prior to the Effective Date, which Base Case Financial Model shall (A) demonstrate that projected Pledged WIFIA Cash Flows are sufficient to pay WIFIA Debt Service in accordance with the Loan Amortization Schedule, (B) demonstrate Cash Flow Sufficiency, (C) reflect principal amortization and interest payment schedules acceptable to the WIFIA Lender and (D) otherwise be in form and substance acceptable to the WIFIA Lender.

(x) The Borrower shall have delivered to the WIFIA Lender (1) a Cash Flow Certificate on or prior to the Effective Date demonstrating Cash Flow Sufficiency, and (2) a final and complete and, if applicable, executed copy of the cash flow certificate contemplated by Section 3.09(B) of each SRF Indenture, reflecting that each of the Designated Participant Loans has been pledged to the WIFIA Alternative Indenture on a first lien basis.

(xi) The Borrower shall have paid in full all invoices delivered by the WIFIA Lender to the Borrower as of the Effective Date for the reasonable fees and expenses of the WIFIA Lender's counsel and financial advisors employed by the WIFIA Lender for the purposes of entering into this Agreement.

(xii) The Borrower shall have (A) provided evidence satisfactory to the WIFIA Lender of compliance with NEPA and any applicable federal, state or local environmental review and approval requirements with respect to the Eligible Projects, including a copy of the Environmental Determination for the Eligible Projects and (B) complied with all applicable requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 *et seq.)* and Title VI of the

Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) and shall have provided evidence satisfactory to the WIFIA Lender of such compliance upon request by the WIFIA Lender.

(xiii) The Borrower shall have delivered such other agreements, documents, instruments, opinions and other items required by the WIFIA Lender, all in form and substance satisfactory to the WIFIA Lender, including evidence that all other Project funding requirements have been met (including evidence of other funding sources or funding commitments).

(xiv) The Borrower shall have (A) obtained a Federal Employer Identification Number, (B) obtained a Data Universal Numbering System number, and (C) registered with, and obtained confirmation of active registration status from, the federal System for Award Management (www.SAM.gov).

(xv) Borrower shall provide a certificate to the WIFIA Lender regarding the status of the Borrower as a body politic and corporate, not a state agency but an independent instrumentality exercising essential public functions, duly created and existing under and by virtue of the IFA Act with full power, authority and legal right to own its properties and carry on its business as now conducted.

(xvi) The Borrower shall have duly adopted a resolution authorizing the issuance of the WIFIA Revenue Bonds and execution of this Agreement, the WIFIA Alternative Indenture, the WIFIA Alternative Supplemental Indenture and the Irrevocable Instruction, and the pledging of the security set forth in this Agreement, the WIFIA Alternative Indenture and the WIFIA Alternative Supplemental Indenture, in form and substance satisfactory to the WIFIA Lender, and such resolution shall be in full force and effect.

(xvii) The Borrower shall have provided evidence satisfactory to the WIFIA Lender that the Borrower is authorized, pursuant to the IFA Act and Indiana Code 5-1-14-4, to pledge, assign, and grant the Liens on the WIFIA Trust Estate purported to be pledged, assigned, and granted pursuant to the WIFIA Alternative Indenture and the WIFIA Alternative Supplemental Indenture, without the need for notice to any Person, physical delivery, recordation, filing or further act.

(xviii) The Borrower shall have opened each of the accounts described in clauses (a), (b), (c) and (d) of the definition of WIFIA Accounts.

(xix) The Borrower shall have provided the WIFIA Lender with evidence satisfactory to the WIFIA Lender that, as of the Effective Date the Borrower is in compliance with the WIFIA Federal Involvement Limit.

(xx) The Borrower shall have certified in a form satisfactory to the WIFIA Lender that each Designated Participant Loan outstanding as of the Effective Date that has an initial principal amount in excess of One Million Dollars ($1,000,000) (when excluding amounts made available for "additional subsidy forgivable loans" as shown in **Schedule II**) satisfies, in all material respects, each of the WIFIA Participant Loan Underwriting Standards.

(xxi) The representations and warranties of the Borrower set forth in this Agreement (including Section 13) and in each other WIFIA Loan Document shall be true and correct in all material respects (except to the extent any representation and warranty itself is qualified by "materiality," "Material Adverse Effect" or a similar qualifier, in which case, it shall be true and correct in all respects), except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct in all material respects (except to the extent any such representation and warranty itself is qualified by "materiality," "Material Adverse Effect" or a similar qualifier, in which case, it shall be true and correct in all respects) as of such earlier date).

(b) Conditions Precedent to All Disbursements. Notwithstanding anything in this Agreement to the contrary, the WIFIA Lender shall have no obligation to make any disbursement of WIFIA Loan proceeds to the Borrower (including the initial disbursement hereunder) until each of the following conditions precedent has been satisfied or waived in writing by the WIFIA Lender:

(i) The Borrower shall have provided to the WIFIA Lender the Updated Financial Model most recently required to have been delivered in accordance with Section 21(a).

(ii) The Borrower shall have demonstrated to the WIFIA Lender's satisfaction that (A) all Governmental Approvals necessary for undertaking the Project, entering into each of the Eligible Project Participant Loans, entering into each of the outstanding WIFIA Participant Loans and granting the WIFIA Trust Estate, as of the time of the applicable disbursement under the WIFIA Loan have been issued and are in full force and effect and (B) to the Borrower's knowledge, all Governmental Approvals necessary as of the time of the applicable disbursement for the development, construction, operation and maintenance of each Eligible Project funded with proceeds of the WIFIA Loan have been issued and are in full force and effect.

(iii) At the time of, and immediately after giving effect to, any disbursement of WIFIA Loan proceeds then currently requested, (A) no Event of Default or event of default under any WIFIA Loan Document and (B) no event which with the giving of notice or the passage of time or both would constitute an Event of Default or event of default under any WIFIA Loan Document, in each case, shall have occurred and be continuing.

(iv) The representations and warranties of the Borrower set forth in clauses (a), (g), (t), (aa), (bb) and (dd) of Section 13 shall be true and correct as of each date on which any disbursement of the WIFIA Loan is made. Except as noted in the preceding sentence, the representations and warranties of the Borrower set forth in this Agreement (including Section 13) and in each other WIFIA Loan Document shall be true and correct in all material respects (except to the extent any representation and warranty itself is qualified by "materiality," "Material Adverse Effect" or a similar qualifier, in which case, it shall be true and correct in all respects) as of each date on which any disbursement of the WIFIA Loan is made, except to the extent such representations and

warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct in all material respects (except to the extent any such representation and warranty itself is qualified by "materiality," "Material Adverse Effect" or a similar qualifier, in which case, it shall be true and correct in all respects) as of such earlier date).

(v) No Material Adverse Effect, or any event or condition that could reasonably be expected to result in a Material Adverse Effect, shall have occurred since the date the Borrower submitted the Application to the WIFIA Lender.

(vi) The Borrower shall have delivered to the WIFIA Lender a Requisition (together with any related Eligible Project Participant Requisition and records of the Eligible Project Costs requested to be disbursed (in form and substance satisfactory to the WIFIA Lender)) that complies with the provisions of Section 4, and the WIFIA Lender shall have approved (or deemed to have approved in accordance with Section 4(b)) such Requisition.

(vii) The Borrower shall have paid in full all invoices received from the WIFIA Lender as of the date of disbursement of the WIFIA Loan, for the fees and expenses of the WIFIA Lender's counsel and financial advisors and any auditors or other consultants retained by the WIFIA Lender for the purposes hereof for which the Borrower is obligated pursuant to Section 28.

(viii) The Borrower shall have provided the WIFIA Lender with evidence satisfactory to the WIFIA Lender that, at the time of, and immediately after giving effect to, any disbursement of WIFIA Loan proceeds then currently requested, the Borrower is in compliance with the WIFIA Federal Involvement Limit.

(ix) The Borrower shall have delivered such other agreements, documents, certificates, instruments, opinions and other items as may be reasonably required by the WIFIA Lender, all in form and substance satisfactory to the WIFIA Lender.

(c) Conditions Precedent to the Initial Disbursement with Respect to the WIFIA Revenue Bond, Series 2. Notwithstanding anything in this Agreement to the contrary, the WIFIA Lender shall have no obligation to make any disbursement of WIFIA Loan proceeds in respect of the WIFIA Revenue Bond, Series 2 to the Borrower or any disbursement that causes the Outstanding WIFIA Loan Balance to exceed Three Hundred Forty-Nine Million Dollars ($349,000,000) until the conditions precedent set forth in Section 4(f) have been satisfied or waived in writing by the WIFIA Lender:

SECTION 13. **Representations and Warranties of Borrower**

The Borrower hereby represents and warrants that as follows (i) as of the Effective Date and (ii) as to each of the representations and warranties below other than those contained in clauses (b) and (k) of this Section, as of each date on which any disbursement of the WIFIA Loan is requested or made:

(a) Organization; Power and Authority. The Borrower is a body politic and corporate of the State of Indiana, not an agency of the State of Indiana but an independent instrumentality exercising essential governmental functions, duly created and existing under and by virtue of the IFA Act, has full legal right, power and authority to enter into the WIFIA Loan Documents then in existence, to execute and deliver the WIFIA Revenue Bonds, and to carry out and consummate all transactions contemplated hereby and thereby and has duly authorized the execution, delivery and performance of the WIFIA Loan Documents.

(b) Officers' Authorization. As of the Effective Date, the officers of the Borrower who executed the WIFIA Loan Documents to which the Borrower is a party and the WIFIA Loan Documents which were executed prior to the Effective Date were, as of the date of execution of each such WIFIA Loan Documents, duly and properly in office and fully authorized to execute the same. As of the Effective Date, the officers of the Borrower executing the WIFIA Loan Documents to which the Borrower is a party and which are being executed as of the Effective Date, are duly and properly in office and fully authorized to execute the same.

(c) Due Execution; Enforceability. Each of the WIFIA Loan Documents has been duly authorized, executed and delivered by the Borrower and constitutes the legal, valid and binding agreement of the Borrower enforceable in accordance with its terms, except as such enforceability (i) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) is subject to general principles of equity (regardless of whether enforceability is considered in equity or at law).

(d) Non-Contravention. The execution and delivery of the WIFIA Loan Documents to which the Borrower is a party, the consummation of the transactions contemplated in the WIFIA Loan Documents and the fulfillment of or compliance with the terms and conditions of the WIFIA Loan Documents will not (i) conflict with the IFA Act or (ii) conflict in any material respect with, or constitute a violation, breach or default (with due notice or the passage of time or both) by the Borrower of or under, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound or result in the creation or imposition of any prohibited Lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower.

(e) Consents and Approvals. No consent or approval of any trustee, holder of any indebtedness of the Borrower or any other Person, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with (i) the execution and delivery by the Borrower of the WIFIA Loan Documents, except as have been obtained or made and as are in full force and effect, or (ii) (A) the consummation on the part of the Borrower of any transaction contemplated by the WIFIA Loan Documents or (B) the fulfillment of or compliance by the Borrower with the terms and conditions of the WIFIA Loan Documents, except, in each case, as have been obtained or made and as are in full force and effect or as are ministerial in nature and can reasonably be expected to be obtained or made in the ordinary course on commercially reasonable terms and conditions when needed.

(f) Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or other Governmental Authority pending, or to the Borrower's knowledge, threatened against or affecting the Project, the WIFIA Participant Loans, the ability of the Borrower to perform its obligations under the WIFIA Loan Documents or the assets, properties or operations of the Borrower as they relate to the Project, the WIFIA Participant Loans, the WIFIA Loan Documents or the WIFIA Trust Estate, that in any case could reasonably be expected to result in a Material Adverse Effect. To the Borrower's knowledge, there are no actions of the type described above pending or, threatened against or affecting, any WIFIA Participant receiving any WIFIA Participant Loan that is funded with proceeds of the WIFIA Loan, except for matters that could not reasonably be expected to result in a Material Adverse Effect. The Borrower is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any Governmental Approval, which default could reasonably be expected to result in a Material Adverse Effect.

(g) Security Interests. The WIFIA Alternative Indenture and the WIFIA Alternative Supplemental Indenture establish, in favor of the WIFIA Trustee for the benefit of the WIFIA Lender in its capacity as the holder of the WIFIA Revenue Bonds, the valid and perfected first priority Liens on the WIFIA Trust Estate which they purport to create; such Liens are in full force and effect and are consistent with the requirement of Section 8 in respect of the WIFIA Trust Estate and the Borrower is not in breach of any covenants set forth in Section 15(b) of this Agreement or in the WIFIA Alternative Indenture with respect thereto. The Liens in and to the WIFIA Trust Estate granted pursuant to the WIFIA Alternative Indenture (for the benefit of the WIFIA Lender) are valid, effective and perfected under State law without any further action by the Borrower and no documents or instruments are required or necessary to be recorded or filed for record to establish and perfect the WIFIA Trustee's Lien in and to the WIFIA Trust Estate to the extent contemplated by the WIFIA Alternative Indenture. All taxes and filing fees (if any) that are due and payable in connection with the execution, delivery or recordation of the WIFIA Alternative Indenture have been paid.

(h) No Debarment. The Borrower has complied with its verification obligations under 2 C.F.R. § 180.320 and confirms, based on such verification, that, to the Borrower's knowledge, neither the Borrower nor any of its principals (as defined in 2 C.F.R. § 180.995) is debarred, suspended or voluntarily excluded from participation in Government contracts, procurement or non-procurement matters or delinquent on a Government debt as more fully set forth in the certificate delivered pursuant to Section 12(a)(iv).

(i) Accuracy of Representations and Warranties. The representations, warranties and certifications of the Borrower set forth in this Agreement and the other WIFIA Loan Documents are true and accurate, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct as of such earlier date).

(j) Compliance with Federal Requirements. The Borrower (with respect to the Eligible Projects and the WIFIA Participant Loans) and, to the Borrower's knowledge, each SRF Program Participant responsible for an Eligible Project (directly and through its contractors and subcontractors) has complied with all applicable requirements of applicable federal laws,

rules, regulations and requirements, including (i) 40 U.S.C. §§3141-3144, 3146, and 3147 (Davis-Bacon Act Requirements), (ii) 33 U.S.C. §3914 (relating to American iron and steel products), and (iii) those set forth in **Exhibit F**. To ensure such compliance, the Borrower has included in all contracts with respect to each Eligible Project to which the Borrower is a party requirements that each SRF Program Participant responsible for each Eligible Project shall comply (and shall cause its contractors and subcontractors to comply) with applicable federal laws, rules, regulations, and requirements set forth in this Section 13(j) and follow applicable federal guidance, and has required that each SRF Program Participant responsible for an Eligible Project shall incorporate into all contracts and cause its contractors to incorporate in all subcontracts (and cause all subcontractors to include in lower tier subcontracts) such terms and conditions as are required to be incorporated therein by applicable federal laws, rules, regulations and requirements set forth in this Section 13(j). With respect to the Davis-Bacon Act Requirements, the Borrower has inserted in full in all contracts relating to the Eligible Project Participant Loans to which the Borrower is a party the contract clauses set forth in the Code of Federal Regulations, Title 29 Part 5.5, and required and ensured that each SRF Program Participant responsible for an Eligible Project shall have inserted such clauses in all contracts and shall have caused its contractors to insert such clauses in all subcontracts and also a clause requiring all subcontractors to include these clauses in any lower tier subcontracts.

(k) Credit Ratings. The WIFIA Loan has received a public Investment Grade Rating from at least two (2) Nationally Recognized Rating Agencies, and written evidence of such ratings has been provided to the WIFIA Lender prior to the Effective Date, and no such rating has been reduced, withdrawn or suspended as of the Effective Date.

(l) No Defaults. The Borrower is not in default under the terms of any WIFIA Loan Document, and no event has occurred or condition exists which, with due notice or lapse of time or both, would constitute an Event of Default.

(m) Governmental Approvals. All Governmental Approvals necessary to be obtained by the Borrower for the Borrower to perform its obligations under the WIFIA Loan Documents have been obtained or effected and are in full force and effect and there is no basis for, nor proceeding that is pending or threatened that could reasonably be expected to result in, the revocation of any such Governmental Approval. To the Borrower's knowledge, all Governmental Approvals required to be obtained by any SRF Program Participant for any Eligible Project funded with proceeds of the WIFIA Loan as of the date of any disbursement have been obtained or effected and are in full force and effect and there is no basis for, nor proceeding that is pending or threatened that could reasonably be expected to result in, the revocation of any such Governmental Approval.

(n) WIFIA Loan Documents; WIFIA Participant Loans.

(i) Each WIFIA Loan Document is in full force and effect and, to the Borrower's knowledge, all conditions precedent to the obligations of the respective parties under each such document have been satisfied. The Borrower is not in breach of any material term in, or in default under, any WIFIA Loan Document.

(ii) Each WIFIA Participant Loan and each Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument relating to such WIFIA Participant Loan entered into by the Borrower is in full force and effect and, to the Borrower's knowledge, all conditions precedent to the obligations of the respective parties under each such Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument have been satisfied in all material respects. Each WIFIA Participant Loan that has an original maximum principal amount in excess of One Million Dollars ($1,000,000) (when excluding amounts made available for "additional subsidy forgivable loans" as shown in **Schedule II**) has satisfied, in all material respects, each of the WIFIA Participant Loan Underwriting Standards. To the Borrower's knowledge, no event has occurred that has rendered any WIFIA Participant Loan (or any Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument related thereto) invalid or unenforceable and no WIFIA Participant Loan has otherwise been terminated. To the Borrower's knowledge, the Borrower is not in breach of any material term in, or in default under, any such existing outstanding WIFIA Participant Loan (or any Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument related thereto), and no party to any of such agreements or contracts is in breach of any material payment term therein or in default thereunder.

(o) Information. The information furnished by the Borrower to the WIFIA Lender, when taken as a whole, does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained therein not misleading as of the date made or furnished; provided that no representation or warranty is made with regard to projections or other forward-looking statements provided by or on behalf of the Borrower (including the Base Case Financial Model, each Updated Financial Model and each Cash Flow Certificate and the assumptions therein) except that the assumptions in the Base Case Financial Model, each Updated Financial Model and each Cash Flow Certificate were determined in Borrower's judgment, to be reasonable, in all material respects when made.

(p) WIFIA Trust Estate. The WIFIA Debt Service payments are limited obligations of the Borrower, payable solely from the WIFIA Trust Estate existing under the WIFIA Alternative Indenture on a senior basis as set forth therein and herein. The obligation of the Borrower to make WIFIA Debt Service payments does not constitute an indebtedness of the State or any political subdivision thereof within the meaning or application of any constitutional provision or limitation. The obligation of the Borrower to make WIFIA Debt Service payments does not constitute a pledge of the faith, credit or taxing power of the State or any political subdivision thereof within the meaning or application of any constitutional provision or limitation. The Borrower has no taxing power. The WIFIA Lender has no right to have taxes levied or to compel appropriations by the General Assembly of the State for any payment of the WIFIA Debt Service.

(q) OFAC; Anti-Corruption Laws. None of the Borrower nor, to the Borrower's knowledge, any SRF Program Participant with respect to an Eligible Project being funded with an Eligible Project Participant Loan (i) is in violation of or, since the date that is five (5) years prior to the Effective Date, has violated: (A) any applicable anti-money laundering laws, including those contained in the Bank Secrecy Act and the Patriot Act; (B) any applicable

economic sanction laws administered by OFAC or by the United States Department of State; or (C) any applicable anti-drug trafficking, anti-terrorism, or anti-corruption laws, civil or criminal; or (ii) is a Person (A) that is charged with, or has received notice from a Governmental Authority that it is under investigation for, any violation of any such laws; (B) that has been, since the date that is five (5) years prior to the Effective Date, convicted of any violation of, has been subject to criminal or civil penalties pursuant to, had any of its property seized or forfeited under, or has entered into any agreement with the Government or a state or local government related to violations of any such laws; (C) that is named on the list of "Special Designated Nationals or Blocked Persons" maintained by OFAC (or any successor Government office or list), or any similar list maintained by the United States Department of State (or any successor Government office or list); or (D) with whom any U.S. Person (as defined by the applicable OFAC regulations) is prohibited from transacting business of the type contemplated by this Agreement and the other WIFIA Loan Documents under any other applicable law; or (E) with respect to any SRF Program Participant, that is owned (other than any Person beneficially owning or holding five percent (5%) or less of the equity interests of such SRF Program Participant), Controlled by, or affiliated with any Person identified in clauses (A), (B), (C) or (D) of this clause (ii).

(r) Compliance with Law. With respect to the Project, the Eligible Projects, the WIFIA Participant Loans, the WIFIA Loan Documents, and the WIFIA Trust Estate, the Borrower is in compliance in all material respects with, and has conducted (or caused to be conducted) its business and operations in compliance in all material respects with, all applicable laws (other than Environmental Laws, which are addressed in Section 13(s)), including those set forth on **Exhibit F**, to the extent applicable. To the Borrower's knowledge, each SRF Program Participant with respect to the applicable Eligible Project(s) is, and has caused its respective contractors and subcontractors to be, in compliance in all material respects with all applicable laws, including those set forth on **Exhibit F**, to the extent applicable to the applicable Eligible Project(s). No notices of violation of any applicable law have been issued, entered or received by (i) the Borrower with respect to the Project, the Eligible Projects, the WIFIA Participant Loans, the WIFIA Trust Estate or a WIFIA Loan Document or (ii) to the Borrower's knowledge, any SRF Program Participant in respect of an Eligible Project, other than, in each case in clauses (i) or (ii) above, notices of violations that could not reasonably be expected to result in a Material Adverse Effect.

(s) Environmental Matters. The Borrower and, to the Borrower's knowledge, each SRF Program Participant, is in compliance with all laws applicable to the Project (or, with respect to an SRF Program Participant, the applicable Eligible Project) relating to (i) air emissions, (ii) discharges to surface water or ground water, (iii) noise emissions, (iv) solid or liquid waste disposal, (v) the use, generation, storage, transportation or disposal of toxic or hazardous substances or wastes, (vi) biological resources (such as threatened and endangered species), and (vii) other environmental, health or safety matters (collectively, the "Environmental Laws"). All Governmental Approvals for the Project relating to Environmental Laws have been, or, when required, will be, obtained and are (or, as applicable, will be) in full force and effect.

(t) Title. The Borrower has valid legal and beneficial title to the Pledged WIFIA Cash Flows and to all other assets comprising the WIFIA Trust Estate on which it purports to grant Liens related thereto pursuant to the WIFIA Alternative Indenture, free and clear of any Lien of any kind other than Permitted Liens.

(u) No Liens. Except for the Lien granted pursuant to the WIFIA Alternative Indenture to secure the WIFIA Revenue Bonds, the Borrower has not created, and is not under any obligation to create, and has not entered into any transaction or agreement that would result in the imposition of, any Lien upon the WIFIA Trust Estate or any of its revenues, properties or assets pledged as part of the WIFIA Trust Estate other than Permitted Liens. The Borrower has not created, and is not under any obligation to create, and has not entered into any transaction or agreement that would result in the imposition of, any Lien upon any WIFIA Participant Loan other than Permitted Liens.

(v) Investment Company Act. The Borrower is not, and after applying the proceeds of the WIFIA Loan will not be, required to register as an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and is not "controlled" by a company required to register as an "investment company" under the Investment Company Act of 1940, as amended.

(w) Financial Statements. Each income statement, balance sheet and statement of operations, and cash flow (collectively, "Financial Statements") delivered to the WIFIA Lender pursuant to Section 21(b) has been prepared in accordance with GASB and presents fairly, in all material respects, the financial condition of the Borrower's SRF Programs as of the respective dates of the balance sheets included therein and the results of operations of the Borrower's SRF Programs for the respective periods covered by the statements of income included therein. Except as reflected in such Financial Statements, there are no liabilities or obligations of the Borrower with respect to any SRF Program of any nature whatsoever for the period to which such Financial Statements relate that are required to be disclosed in accordance with GASB.

(x) Taxes. Other than informational filings, the Borrower is not otherwise required to file tax returns with any Governmental Authority.

(y) ERISA. Neither Borrower nor any ERISA Affiliate maintains or otherwise has any liability in respect of any plan or other arrangement that is subject to ERISA or Section 412 of the Code.

(z) Sufficient Funds. The aggregate of all funds that are committed or reasonably expected to be available, are sufficient to pay Total Project Costs.

(aa) Federal Involvement. The Borrower is in compliance with the WIFIA Federal Involvement Limit.

(bb) Sovereign Immunity. The Borrower either has no immunity from the jurisdiction of any court of competent jurisdiction or from any legal process therein which could be asserted in any action to enforce the obligations of the Borrower under any of the WIFIA Loan Documents to which it is a party or the transactions contemplated hereby or thereby, including the obligations of the Borrower hereunder and thereunder, or, to the extent that the Borrower has such immunity, the Borrower has waived such immunity pursuant to Section 15(o).

(cc) Patriot Act. Pursuant to 31 C.F.R. § 1010.205(a), the Borrower is exempt from the provisions of 31 U.S.C. § 5318(h)(1) concerning the establishment of anti-money laundering programs and is not required to establish an anti-money laundering program.

(dd) Federal Debt. The Borrower has no delinquent federal debt, including tax liabilities, unless the delinquency has been resolved with the appropriate federal agency in accordance with the standards of the Debt Collection Improvement Act of 1996.

SECTION 14. **Representations and Warranties of WIFIA Lender**

The WIFIA Lender represents and warrants that:

(a) Power and Authority. The WIFIA Lender has all requisite power and authority to make the WIFIA Loan and to perform all transactions contemplated by the WIFIA Loan Documents to which it is a party.

(b) Due Execution; Enforceability. The WIFIA Loan Documents to which it is a party have been duly authorized, executed and delivered by WIFIA Lender, and are legally valid and binding agreements of the WIFIA Lender, enforceable in accordance with their terms.

(c) Officers' Authorization. The officers of the WIFIA Lender executing each of the WIFIA Loan Documents to which the WIFIA Lender is a party are duly and properly in office and fully authorized to execute the same on behalf of the WIFIA Lender.

SECTION 15. **Affirmative Covenants**

The Borrower covenants and agrees as follows until the date all obligations under this Agreement (other than contingent indemnity obligations) are paid in full and the WIFIA Lender no longer has any commitment to make disbursements to the Borrower, unless the WIFIA Lender waives compliance in writing:

(a) WIFIA Participant Loans.

(i) The Borrower shall enter into and fully fund each of the Designated Participant Loans on or prior to the sixth (6th) anniversary of the Effective Date; provided, that the Borrower may replace a Designated Participant Loan with a Replacement WIFIA Participant Loan pursuant to and in accordance with Section 15(q). The Borrower shall ensure that each WIFIA Participant Loan that has an initial principal amount of in excess of One Million Dollars ($1,000,000) (when excluding amounts made available for "additional subsidy forgivable loans" as shown in **Schedule II**) complies, in all material respects, with each of the WIFIA Participant Loan Underwriting Standards.

(ii) The Borrower shall cause each WIFIA Participant Loan to be subject to the Irrevocable Instruction until all principal and interest with respect to such WIFIA Participant Loan has been paid in full or has been replaced by a new Replacement WIFIA Participant Loan that satisfies the requirements of Section 15(q). The Borrower shall take all steps necessary to ensure that all payments of principal and interest with respect to each WIFIA Participant Loan are deposited to the respective accounts

described in clause (c), (d), (e) or (f) of the definition of WIFIA Accounts and that amounts necessary to pay all WIFIA Debt Service on each Payment Date are timely transferred to the WIFIA Alternative Bond Account for such purpose.

(b) Securing Liens. The Borrower shall at any and all times, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning, securing and confirming the Liens in and to the WIFIA Trust Estate (whether now existing or hereafter arising) granted to the WIFIA Trustee for the benefit of the WIFIA Lender pursuant to the WIFIA Alternative Indenture, or intended so to be granted pursuant to the WIFIA Alternative Indenture, or which the Borrower may become bound to grant, and except for Permitted Liens, the WIFIA Trust Estate is and will be free and clear of any pledge, Lien, charge or encumbrance thereon or with respect thereto that has priority over, or equal rank with, the Liens created by the WIFIA Alternative Indenture (other than Permitted Liens), and all corporate action on the part of the Borrower to that end shall be duly and validly taken at such times. The Borrower shall at all times, to the extent permitted by law, defend, preserve and protect the Liens on the WIFIA Trust Estate granted pursuant to the WIFIA Alternative Indenture and all the rights of the WIFIA Trustee for the benefit of the WIFIA Lender under the WIFIA Alternative Indenture against all claims and demands of all Persons whomsoever (other than Permitted Liens).

(c) Use of Proceeds; Eligible Project Funding. The Borrower shall cause the proceeds of the WIFIA Loan to be deposited in one or both of the WIFIA Alternative Purchase Accounts to provide for reimbursement of Eligible Project Costs previously incurred by SRF Program Participants by means of disbursements of Eligible Project Participant Loans to such SRF Program Participants. The Borrower shall use the WIFIA Loan proceeds, together with other funds available to the Borrower, to fund Eligible Project Participant Loans to SRF Program Participants with respect to the Eligible Projects in an aggregate principal amount equal to at least 2.04081633 *multiplied* by the total amount of WIFIA Loan proceeds disbursed by no later than the sixth (6th) anniversary of the Effective Date.

(d) Prosecution of Work; Compliance with Law; Verification Requirements.

(i) The Borrower shall cause each SRF Program Participant that receives an Eligible Project Participant Loan that is funded in whole or in part with proceeds of the WIFIA Loan to diligently prosecute the work relating to the applicable Eligible Project in accordance with the requirements of the applicable Financial Agreement.

(ii) The Borrower shall cause any SRF Program Participant receiving an Eligible Project Participant Loan that is funded in whole or in part with proceeds of the WIFIA Loan to comply (and cause its contractors and subcontractors to comply) with all applicable federal, state and local laws.

(iii) The Borrower shall comply with the verification requirements set forth in 2 C.F.R. §§ 180.300 and 180.320 (relating to debarment).

(e) Timely and Expeditiously Use. The Borrower shall diligently cause amounts on deposit in the WIFIA Alternative Purchase Accounts from WIFIA Loan proceeds to be timely and expeditiously used pursuant to the IFA Act to acquire Eligible Project Participant Loans.

(f) Operations and Maintenance. The Borrower shall enforce all provisions in Financial Agreements entered into with SRF Program Participants that are undertaking Eligible Projects necessary to ensure that such SRF Program Participants (i) operate and maintain such Eligible Projects (A) in a reasonable and prudent manner and (B) in accordance with applicable federal, state and local laws and the WIFIA Loan Documents and (ii) have a plan for the Eligible Projects they are undertaking that identifies adequate revenues to operate, maintain and repair such Eligible Projects during the useful life of such Eligible Projects.

(g) Compliance.

(i) The Borrower shall at all times do or cause to be done all things necessary to obtain, preserve, renew, extend and keep in full force and effect the rights, licenses, permits, franchises and authorizations material to the WIFIA Alternative Indenture and SRF Indentures, and comply in all material respects with all applicable federal, state and local laws, rules, regulations, orders, decrees, judgments or administrative decisions, whether now in effect or hereafter enacted, of any Governmental Authority having jurisdiction over the Borrower, or its assets or operations, as may be related to the Project, the WIFIA Participant Loans, the WIFIA Loan Documents or the WIFIA Trust Estate.

(ii) The Borrower shall comply (with respect to the Project and the WIFIA Participant Loans) and shall cause each SRF Program Participant responsible for an Eligible Project (directly and through its contractors and subcontractors) to comply in all material respects with all applicable federal, State and local laws, rules, regulations and requirements, including (A) 40 U.S.C. §§3141-3144, 3146, and 3147 (Davis-Bacon Act Requirements), (B) 33 U.S.C. §3914 (relating to American iron and steel products), and (C) all items set forth in **Exhibit F**. To ensure such compliance, the Borrower shall include in all contracts with respect to the Project to which the Borrower is a party requirements that each SRF Program Participant responsible for an Eligible Project shall comply (and shall cause its contractors and subcontractors to comply) with applicable federal laws, rules, regulations, and requirements set forth in this subsection and follow applicable federal guidance, and shall require that each SRF Program Participant responsible for an Eligible Project shall incorporate into all contracts and cause its contractors to incorporate in all subcontracts (and cause subcontractors to include in all lower tier subcontracts) such terms and conditions as are required to be incorporated therein by applicable federal laws, rules, regulations and requirements set forth in this subsection. With respect to the Davis-Bacon Act Requirements, the Borrower shall insert in full in all contracts relating to the Project to which the Borrower is a party the contract clauses set forth in the Code of Federal Regulations, Title 29 Part 5.5, and shall require and ensure that each SRF Program Participant responsible for an Eligible Project shall insert such clauses in all contracts with respect to the applicable Eligible Project and shall cause its contractors to insert such clauses in all subcontracts with respect to the

applicable Eligible Project and also a clause requiring all subcontractors to include these clauses in any lower tier subcontracts.

(h) Notice of Material Events. The Borrower shall, within ten (10) Business Days after the Borrower learns of the occurrence, give the WIFIA Lender notice of any of the following events, to the extent that such events could reasonably be expected to result in a Material Adverse Effect (except for the notices described in clauses (i), (vi) and (vii), for which notice shall be required upon the occurrence thereof, irrespective of the effect):

(i) *Events of Default*: any Event of Default or any event that, with the giving of notice or the passage of time or both, would constitute an Event of Default;

(ii) *Litigation*: the filing of any actual litigation, suit or action, or the delivery to the Borrower of any written claim;

(iii) *Amendments or Termination*: (A) any amendments delivered to, received from or entered into with any Person relating to either SRF Indenture, (B) any termination of any Financial Agreement applicable to an Eligible Project and (C) any termination of any Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument applicable to any WIFIA Participant Loan;

(iv) *Defaults*: any material breach or default or event of default on the part of the Borrower or any other party under the SRF Indentures or any acceleration of an Eligible Project Participant Loan;

(v) *Uncontrollable Force*: the occurrence of any Uncontrollable Force;

(vi) *Environmental and Other Federal Notices*: any material notice of violation or material change in finding under any Environmental Law or other federal law related to any Eligible Project or any material changes to any Environmental Determination;

(vii) *2 C.F.R. § 180.350 Notices*: any notification required pursuant to 2 C.F.R. § 180.350, whether attributable to a failure by the Borrower to disclose information previously required to have been disclosed or due to the Borrower or any of its principals meeting any of the criteria set forth in 2 C.F.R. § 180.335; and

(viii) *Other Adverse Events*: the occurrence of any other event or condition.

(i) Notice of Ratings Changes. Within ten (10) Business Days after the occurrence of any change in the rating assigned to the WIFIA Loan by any Nationally Recognized Rating Agency that provides a public rating on the WIFIA Loan, the Borrower shall provide the notice thereof to the WIFIA Lender. Additionally, within ten (10) Business Days after the issuance thereof, the Borrower shall provide to the WIFIA Lender any rating report that was delivered by any Nationally Recognized Rating Agency in connection with any such rating change.

(j) Remedied Action. Within thirty (30) calendar days after the Borrower learns of the occurrence of an event specified in Section 15(h), the Borrower's Authorized Representative shall provide a statement to the WIFIA Lender setting forth the actions the Borrower proposes to take with respect thereto.

(k) Maintain Legal Structure. The Borrower shall maintain its existence as a body corporate and politic of the State under the laws of the State, unless a successor public authority is created by the State laws that succeeds to the assets of the Borrower and assumes the obligations of the Borrower hereunder and under the WIFIA Loan Documents, including the payment of the WIFIA Revenue Bonds.

(l) Pledged WIFIA Cash Flows. In order to provide for the payment of the principal of and interest on the WIFIA Revenue Bonds and any WIFIA Loan Expenses, the Borrower shall (i) do all such acts and things as shall be necessary to receive and collect the Pledged WIFIA Cash Flows and any other amounts to be included in the WIFIA Trust Estate; (ii) enforce the prompt collection of all arrears on WIFIA Participant Loans, if any; (iii) comply with the provisions of the WIFIA Alternative Indenture, the WIFIA Alternative Supplemental Indenture and the SRF Indentures; (iv) enforce all terms, covenants and conditions of the WIFIA Participant Loans, including the collection, custody and prompt application of all escrow payments required by the terms of any WIFIA Participant Loan for the purposes for which they were made and to enforce the SRF Indentures; (v) ensure that the WIFIA Participants and other entities party to any WIFIA Participant Loan make all payments of principal and interest thereunder to the appropriate accounts described in clause (c), (d), (e) or (f) of the definition of WIFIA Accounts and (vi) ensure each SRF Program Trustee's and the WIFIA Trustee's compliance with the Irrevocable Instruction.

(m) Material Obligations; Liens. The Borrower shall pay its material obligations related to the Project, the WIFIA Participant Loans, the WIFIA Trust Estate and the WIFIA Loan Documents promptly and in accordance with their terms and pay and discharge promptly all taxes, assessments and governmental charges or levies imposed upon it or upon or with respect to the Project, the WIFIA Participant Loans, the WIFIA Trust Estate or the WIFIA Loan Documents, before the same shall become delinquent or in default. The Borrower shall pay and discharge promptly all claims and charges that, if unpaid, might give rise to a Lien (other than a Permitted Lien) upon the WIFIA Trust Estate, the Pledged WIFIA Cash Flows or any Financial Agreement (or any obligations issued pursuant to an Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument) related to any WIFIA Participant Loans under which Pledged WIFIA Cash Flows are payable; provided, however, that such payment and discharge shall not be required with respect to any such tax, assessment, charge, levy, claim or Lien so long as the validity or amount thereof shall be contested by the Borrower in good faith by appropriate proceedings and so long as the Borrower shall have set aside adequate reserves with respect thereto in accordance with and to the extent required by GASB, applied on a consistent basis.

(n) WIFIA Accounts.

(i) The Borrower shall establish and maintain each of the WIFIA Accounts until the WIFIA Loan and all other amounts payable to the WIFIA Lender

under any WIFIA Loan Document has been irrevocably paid in full. Amounts on deposit in the WIFIA Accounts shall be held uninvested or invested consistent with the requirements of the WIFIA Alternative Indenture or the SRF Indentures, as applicable.

(ii) The Borrower shall cause the SRF Program Trustees and the WIFIA Trustee to deposit all Pledged WIFIA Cash Flows into one or more of the accounts described in clause (c), (d), (e) or (f) of the definition of WIFIA Accounts and shall cause the SRF Program Trustees and WIFIA Trustee to comply with the requirements of the WIFIA Loan Documents with respect to any transfer of Pledged WIFIA Cash Flows to or from a WIFIA Account.

(iii) The Borrower shall cause the SRF Program Trustees and the WIFIA Trustee to transfer Pledged WIFIA Cash Flows to the WIFIA Trustee as provided in Section 8(d) in such amounts and at such times as will ensure that the Borrower pays all WIFIA Debt Service, WIFIA Loan Expenses and any mandatory prepayment of the WIFIA Loan pursuant to Section 10(a) as and when payable hereunder or under any other WIFIA Loan Document.

(o) Immunity. To the fullest extent permitted by applicable law, the Borrower agrees that it will not assert any immunity (and hereby waives any such immunity) it may have as a governmental entity from lawsuits, other actions and claims, and any judgments with respect to the enforcement of any of the obligations of the Borrower under this Agreement or any other WIFIA Loan Document.

(p) Eligible Project Replacement. If the Borrower for any reason elects to replace an Eligible Project with a different project of an SRF Program Participant that is funded by an Eligible Project Participant Loan (a "Replacement Eligible Project"), such Replacement Eligible Project must satisfy the requirements of this Agreement and will be substituted for the Eligible Project that is being replaced and funded by such proceeds of the WIFIA Loan in lieu thereof, after (i) delivering to the WIFIA Lender a Replacement Eligible Project Qualification Certificate with respect to such Replacement Eligible Project and (ii) amending the Borrower's records to reflect such Replacement Eligible Project as being funded with such proceeds of the WIFIA Loan. The WIFIA Lender may update **Schedule III** to reflect the replacement of any Eligible Project with the Replacement Eligible Project.

(q) Replacement WIFIA Participant Loans.

(i) If the Borrower elects to replace a Designated Participant Loan with a Replacement WIFIA Participant Loan that has an original maximum principal amount in excess of One Million Dollars ($1,000,000) (when excluding amounts made available for "additional subsidy forgivable loans" as shown in **Schedule II**), the Borrower shall deliver to the WIFIA Lender (A) a certificate, in the form attached as **Appendix 1** to **Exhibit O**, executed by the Borrower's Authorized Representative and demonstrating that such Replacement WIFIA Participant Loan satisfies, in all material respects, each of the WIFIA Participant Loan Underwriting Standards and (B) an updated Cash Flow Certificate that demonstrates that the WIFIA Debt Service Coverage Ratio taking into account such Replacement WIFIA Participant Loan will, for each Payment

Period, be equal to or higher than the WIFIA Debt Service Coverage Ratio that would result for each such Payment Period had the Designated Participant Loan not been replaced by the Replacement WIFIA Participant Loan. If the WIFIA Participant under any Replacement WIFIA Participant Loan prepays (or repays on an accelerated basis) such Replacement WIFIA Participant Loan, the Borrower shall apply at least forty-nine percent (49%) of the proceeds of any such prepayment or accelerated repayment to make a mandatory prepayment of the WIFIA Loan unless within one (1) year after such prepayment or repayment, the Borrower enters into and fully disburses a new Replacement WIFIA Participant Loan (that satisfies the rest of the requirements of this Section 15(q) and clause (C) of the proviso in Section 10(a)) to replace the prepaid or repaid Replacement WIFIA Participant Loan and the Borrower complies with the requirements in clauses (A), (D) and (E) of the proviso in Section 10(a) pending entering into such a new Replacement WIFIA Participant Loan).

(ii) In addition to the WIFIA Participant Loan Underwriting Standards, the following requirements shall apply to any Replacement WIFIA Participant Loan.

(A) With respect to any Replacement WIFIA Participant Loan involving a WIFIA Participant whose indebtedness is not rated by a Nationally Recognized Rating Agency, (1) the terms and conditions of the Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument and any other governing transactions documents related to such Replacement WIFIA Participant Loan must have substantially similar terms and conditions as the Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument applicable to the WIFIA Participant Loan being replaced, (2) there shall be no default or event of default under the Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument related to such Replacement WIFIA Participant Loan, (3) the Replacement WIFIA Participant Loan shall not at any prior time have been subject to any workout or restructuring (other than an interest-savings refunding), and (4) such Replacement WIFIA Participant Loan, when aggregated with all other Replacement WIFIA Participant Loans involving WIFIA Participants whose indebtedness is not rated by a Nationally Recognized Rating Agency, shall not exceed twenty percent (20%) of the aggregate outstanding principal amount of all WIFIA Participant Loans.

(B) With respect to any Replacement WIFIA Participant Loan involving a WIFIA Participant whose indebtedness is rated by a Nationally Recognized Rating Agency, (1) the terms and conditions of the Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument related to such Replacement WIFIA Participant Loan must have substantially similar terms and conditions as the Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument applicable to the WIFIA Participant Loan being replaced, (2) there shall be no default or event of default under the Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument or other governing transaction documents related to such Replacement WIFIA Participant Loan, (3) the Replacement WIFIA Participant Loan shall not at prior any time have been subject to any workout or restructuring (other than an interest-savings refunding), and (4)

the credit rating assigned by each Nationally Recognized Rating Agency that provides a rating to the indebtedness of the WIFIA Participant with respect to such Replacement WIFIA Participant Loan is equal to or better than the credit rating assigned by such Nationally Recognized Rating Agency to the indebtedness of the WIFIA Participant whose WIFIA Participant Loan is being replaced.

(r) WIFIA Participant Material Obligations. The Borrower shall cause each WIFIA Participant receiving a WIFIA Participant Loan (including any funded with proceeds of the WIFIA Loan) and each SRF Program Participant receiving an Eligible Project Participant Loan to comply with its material obligations consistent with any Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument applicable to such WIFIA Participant Loan or such Eligible Project Participant Loan, respectively.

(s) Cash Flow Certificate. The Borrower shall deliver a Cash Flow Certificate to the WIFIA Lender within fifteen (15) days after each January 15 (beginning with January 15, 2020) until the Final Maturity Date.

SECTION 16. **Negative Covenants**

The Borrower covenants and agrees as follows until the date all payment obligations under this Agreement (other than contingent indemnity obligations) are paid in full and the WIFIA Lender no longer has any commitment to make disbursements to the Borrower, unless the WIFIA Lender waives compliance in writing:

(a) Indebtedness. The Borrower shall not without the prior written consent of the WIFIA Lender issue or incur indebtedness of any kind payable (in whole or in part) from or secured by the WIFIA Trust Estate (other than indebtedness secured by or payable from a Permitted Lien), which consent may be withheld, conditioned or delayed in the WIFIA Lender's sole discretion. The Borrower shall not issue or incur indebtedness of any kind payable (in whole or in part) from or secured by Pledged WIFIA Cash Flows other than excess Pledged WIFIA Cash Flows when and to the extent that such excess Pledged WIFIA Cash Flows become available for release from the WIFIA Trust Estate as a Permitted Transfer following payment of WIFIA Debt Service and applicable WIFIA Loan Expenses and mandatory prepayments of the WIFIA Loan.

(b) No Lien Extinguishment or Adverse Amendments.

(i) The Borrower shall not, and shall not permit any Person to, without the prior written consent of the WIFIA Lender, (A) extinguish or impair the Liens on the WIFIA Trust Estate granted pursuant to the WIFIA Alternative Indenture or the WIFIA Alternative Supplemental Indenture, (B) amend, modify, replace or supplement any WIFIA Loan Document (other than the Irrevocable Instruction) in a manner that could reasonably be expected to result in a Material Adverse Effect, (C) amend, modify, replace or supplement the Irrevocable Instruction or waive or permit a waiver of any provision of the Irrevocable Instruction, except in connection with any WIFIA Participant Loan that has an original maximum principal amount of One Million

Dollars ($1,000,000) (when excluding amounts made available for "additional subsidy forgivable loans" as shown in **Schedule II**) or less, (D) waive or permit a waiver of any provision of any WIFIA Loan Document (other than the Irrevocable Instruction), to which the Borrower has consent authority or by which the Borrower is bound, in a manner that could reasonably be expected to result in a Material Adverse Effect, (E) cause or permit any Material Modification to Pledged WIFIA Cash Flows or (F) release any WIFIA Participant Loan that has an original maximum principal amount in excess of One Million Dollars ($1,000,000) (when excluding amounts made available for "additional subsidy forgivable loans" as shown in **Schedule II**) (or any associated Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument) from the requirements of the Irrevocable Instruction except to the extent expressly permitted pursuant to Section 15(q).

(ii) Except as otherwise agreed by the WIFIA Lender in writing, the Borrower will provide to the WIFIA Lender copies of any proposed amendments, modifications, replacements of, supplements or waivers to any WIFIA Loan Document at least forty-five (45) days prior to the effective date thereof. If the WIFIA Lender determines in its sole discretion that (A) the proposed amendment, modification or replacement of, or supplement or waiver to applicable to, any WIFIA Loan Document (other than the Irrevocable Instruction) could reasonably be expected to result in a Material Adverse Effect or (B) any proposed amendment, modification or replacement of, or supplement or waiver to the Irrevocable Instruction is not acceptable, the WIFIA Lender may provide to the Borrower written notice of its determination to disapprove the proposed amendment, modification or replacement of, or supplement or waiver; provided, that if the WIFIA Lender fails to provide to the Borrower written notice of any determination to approve or disapprove within thirty (30) days after receipt of such request (other than with respect to the Irrevocable Instruction), the proposed amendment, modification or replacement of, or supplement or waiver applicable to, such WIFIA Loan Document (other than the Irrevocable Instruction) shall be deemed to be approved by the WIFIA Lender; provided, further, that the preceding proviso shall not apply to the Irrevocable Instruction and no proposed amendment, modification or replacement of, or supplement or waiver with respect to the Irrevocable Instruction shall be effective without the WIFIA Lender's prior written consent unless such proposed amendment, modification or replacement of, or supplement or waiver relates to a WIFIA Participant Loan that has an original maximum principal amount of One Million Dollars ($1,000,000) (when excluding amounts made available for "additional subsidy forgivable loans" as shown in **Schedule II**) or less.

(iii) Except as otherwise agreed by the WIFIA Lender in writing, the Borrower will provide to the WIFIA Lender copies of any proposed amendment, modification or replacement of, or supplement or waiver applicable to, any Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument related to any WIFIA Participant Loan that could reasonably be expected to result in a Material Modification to Pledged WIFIA Cash Flows at least forty-five (45) days prior to the effective date thereof. If the WIFIA Lender determines in its sole discretion that the proposed amendment, modification or replacement of, or supplement or waiver applicable to, any such Financial Agreement, Authorizing

Instrument or debt instrument issued pursuant to any Authorizing Instrument, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument related to any WIFIA Participant Loan would constitute a Material Modification to Pledged WIFIA Cash Flows that could reasonably be expected to result in a Material Adverse Effect, the WIFIA Lender may provide to the Borrower written notice of its determination to disapprove the proposed amendment, modification or replacement of, or supplement or waiver; provided, that if the WIFIA Lender fails to provide to the Borrower written notice of any determination to approve or disapprove within thirty (30) days after receipt of such request, the proposed amendment, modification or replacement of, or supplement or waiver applicable to, any such Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument related to any WIFIA Participant Loan shall be deemed to be approved by the WIFIA Lender.

(iv) Except as otherwise agreed by the WIFIA Lender in writing, the Borrower will provide to the WIFIA Lender complete, correct and fully executed copies of any amendment, modification or replacement of, or supplement or waiver applicable to, any WIFIA Loan Document within five (5) Business Days after execution thereof. Upon request from the WIFIA Lender in writing, the Borrower will provide to the WIFIA Lender complete, correct and fully executed copies of any amendment, modification or replacement of, or supplement or waiver applicable to, any Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument within five (5) Business Days after execution thereof. Nothing in this Section 16 shall restrict or limit the Borrower from entering into or modifying any Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument related to any WIFIA Participant Loan including permitting prepayment, modification of any interest rate, modifications of principal amortization terms or any transfer or termination of rights thereunder that do not constitute a Material Modification to Pledged WIFIA Cash Flows so long as following any such action (A) its Pledged WIFIA Cash Flows would not be inconsistent with the Borrower making its next required showing of Cash Flow Sufficiency pursuant to Section 21(a)(iii) and (B) the Borrower complies with the requirements of Section 15(l). For the avoidance of doubt, amendments to this Agreement are governed by Section 29, and not by this Section 16(b).

(c) No Prohibited Liens. Except for Permitted Liens, the Borrower shall not create, incur, assume or permit to exist any Lien on the WIFIA Trust Estate, the Pledged WIFIA Cash Flows, any Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument related to any WIFIA Participant Loan under which Pledged WIFIA Cash Flows are payable, or the Borrower's respective rights therein or thereunder.

(d) Restricted Payments and Transfers.

(i) The Borrower shall not transfer (or cause the WIFIA Trustee to transfer) Pledged WIFIA Cash Flows or other amounts on deposit in the WIFIA Accounts except in accordance with this Section 16(d). Pledged WIFIA Cash Flows deposited to the WIFIA Accounts during any Payment Period until such period ends on the next Principal Payment Date shall remain on deposit in such WIFIA Accounts and

shall not be used for any purpose other than the payment of WIFIA Debt Service unless and until all WIFIA Debt Service, WIFIA Loan Expenses and any mandatory prepayment of the WIFIA Loan pursuant to Section 10(a) are paid in full on the Principal Payment Date at the end of such Payment Period. Following the payment of all WIFIA Debt Service and WIFIA Loan Expenses due and payable as of such Principal Payment Date, and the payment of any mandatory prepayment of the WIFIA Loan pursuant to Section 10(a), and following the delivery by the Borrower to the WIFIA Lender of an updated Cash Flow Certificate (and to the extent that neither clause (ii) nor (iii) below applies), the Borrower may cause the SRF Program Trustees or the WIFIA Trustee to make Permitted Transfers; provided, that (except for the releases of trapped amounts described in the last sentence of each of clause (ii) and (iii) below) no such transfer shall occur later than February 1 (or the next succeeding Business Day if such first day is not a Business Day) of the applicable year and the Borrower shall notify the WIFIA Lender in writing as to the date and amount of any such transfer. The Borrower shall not permit principal or interest payments paid by WIFIA Participants pursuant to WIFIA Participant Loans or other amounts payable to the Borrower pursuant to any Financial Agreement (or any obligations issued pursuant to an Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument) related to any WIFIA Participant Loans to be paid or transferred or otherwise applied other than as provided in this Agreement, the WIFIA Alternative Indenture and the SRF Indentures.

(ii) In the event that any Significant WIFIA Participant fails to make any required payment with respect to any WIFIA Participant Loan, the Borrower shall retain in one or more of the accounts described in clause (c), (e) or (f) of the definition of WIFIA Accounts an aggregate amount equal to the maximum annual WIFIA Debt Service payable during any Payment Period through the Final Maturity Date (the "Designated Reserve Amount"). Unless and until all missed payments under WIFIA Participant Loans by any or all Significant WIFIA Participants have been paid in full, the Designated Reserve Amount shall be used solely to make payments of WIFIA Debt Service, WIFIA Loan Expenses or mandatory prepayments of the WIFIA Loan. Upon payment in full of all missed payments under WIFIA Participant Loans by any or all Significant WIFIA Participants, the Borrower may cause the SRF Program Trustees or the WIFIA Trustee to make Permitted Transfers.

(iii) If, following the first anniversary of the date of the final disbursement of the WIFIA Loan, any Cash Flow Certificate delivered by the Borrower to the WIFIA Lender demonstrates that the WIFIA Debt Service Coverage Ratio is or will be less than 1.0x with respect to any Payment Period through the Final Maturity Date, the Borrower shall retain in one or more of the accounts described in clause (c), (d), (e) or (f) of the definition of WIFIA Accounts the amount that, when added to then available Pledged WIFIA Cash Flows with respect to each applicable Payment Period, will cause the WIFIA Debt Service Coverage Ratio to be equal to at least 1.0x with respect to each Payment Period through the Final Maturity Date. Unless and until the Borrower is able to deliver to the WIFIA Lender a Cash Flow Certificate that demonstrates a WIFIA Debt Service Coverage Ratio of at least 1.0x with respect to each Payment Period through the Final Maturity Date, all amounts on deposit in the WIFIA Accounts shall be used solely to make payments of WIFIA Debt Service, WIFIA Loan

Expenses or mandatory prepayments of the WIFIA Loan. Upon delivery by the Borrower to the WIFIA Lender of a Cash Flow Certificate that demonstrates a WIFIA Debt Service Coverage Ratio of at least 1.0x with respect to each Payment Period through the Final Maturity Date (in each case disregarding any amounts retained in any of the WIFIA Accounts pursuant to the preceding sentence to make such 1.0x showing), the Borrower may cause the SRF Program Trustees or the WIFIA Trustee to make Permitted Transfers.

(e) No Prohibited Sale, Lease or Assignment. Except for the transactions expressly contemplated in the WIFIA Loan Documents and any Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument related to any WIFIA Participant Loan, the Borrower shall not sell, lease or assign its rights in and to any such Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument related to any WIFIA Participant Loan under which Pledged WIFIA Cash Flows are payable, or the Borrower's rights and interests thereunder, in each case unless such sale, lease or assignment could not reasonably be expected to result in a Material Adverse Effect.

(f) Organizational Documents. The Borrower shall not at any time amend or modify the Organizational Documents (including any resolutions delivered pursuant to Section 12(a)(xvi)) with respect to the Borrower, or of any committee or body organized thereunder, in the event such will have a Material Adverse Effect on the rights and remedies of the WIFIA Lender under the WIFIA Loan Documents except upon thirty (30) days' prior written notice to the WIFIA Lender. The Borrower shall deliver to the WIFIA Lender copies of any amendments or modifications of its Organizational Documents.

(g) OFAC Compliance. The Borrower shall not (i) violate (A) any applicable anti-money laundering laws, including those contained in the Bank Secrecy Act and the Patriot Act, (B) any applicable economic sanction laws administered by OFAC or by the United States Department of State, or (C) any applicable anti-drug trafficking, anti-terrorism, or anti-corruption laws, civil or criminal; or (ii) be a Person (A) that is charged with, or that has received notice from a Governmental Authority that it is under investigation for, any violation of any such laws, (B) that is convicted of any violation of, is subject to civil or criminal penalties pursuant to, has any of its property seized or forfeited under, or enters into any agreement with the Government or a state or local government related to violations of, any such laws, (C) that is named on the list of "Special Designated Nationals or Blocked Persons" maintained by OFAC (or any successor Government office or list), or any similar list maintained by the United States Department of State (or any successor Government office or list), (D) with whom any U.S. Person (as defined in the applicable OFAC regulations) is prohibited from transacting business of the type contemplated by this Agreement and the other WIFIA Loan Documents under any other applicable law, (E) that is owned, Controlled by, or affiliated with any Person identified in clause (A), (B), (C) or (D) of this clause (ii), or (F) is in violation of any obligation to maintain appropriate internal controls as required by the governing laws of the jurisdiction of such Person as are necessary to ensure compliance with the economic sanctions, anti-money laundering and anti-corruption laws of the United States of America and the jurisdiction where the Person resides, is domiciled or has its principal place of business. The Borrower shall not knowingly make a payment, directly or indirectly, to any SRF Program Participant that has violated any of

the laws referenced in clause (i) of the preceding sentence or that is a Person described in clause (ii) of the preceding sentence.

(h) No Prohibited Business. The Borrower shall not at any time engage in any business or activity other than as permitted or authorized by the laws of the State.

(i) Change in Legal Structure; Mergers and Acquisitions. The Borrower shall not, and shall not agree to, reorganize, consolidate with or merge into another Person unless (i) (A) such Person is a successor public authority created by the State laws that succeeds to the assets of the Borrower and assumes the obligations of the Borrower hereunder and under the WIFIA Loan Documents, including the payment of the WIFIA Revenue Bonds or (B) the Borrower is the surviving successor public authority as created by such State laws and (ii) the Borrower provides to the WIFIA Lender, no later than sixty (60) days prior to the date of reorganization, consolidation or merger, prior written notice of such reorganization, consolidation or merger and the agreements and documentation authorizing the reorganization, consolidation or merger. The documentation authorizing the reorganization, consolidation or merger shall contain a provision, satisfactory in form and substance to the WIFIA Lender, that, following such reorganization, consolidation or merger, the successor will assume, by operation of law or otherwise, the due and punctual performance and observance of all of the covenants, representations, warranties, agreements and conditions of this Agreement and the other WIFIA Loan Documents to which the Borrower is a party. In addition, the Borrower shall provide any and all information concerning such reorganization, consolidation or merger as shall have been reasonably requested by the WIFIA Lender.

SECTION 17. **Indemnification**

To the extent permitted by applicable law, the Borrower shall indemnify the WIFIA Lender and any official, employee, agent or representative of the WIFIA Lender (each such Person being herein referred to as an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities, fines, penalties, costs and expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), whether known, unknown, contingent or otherwise, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (a) the execution, delivery and performance of this Agreement or any of the other WIFIA Loan Documents, (b) the WIFIA Loan or the use of the proceeds thereof, or (c) the violation of any law, rule, regulation, order, decree, judgment or administrative decision relating to the environment, the preservation or reclamation of natural resources, the management, release or threatened release of any hazardous material or to health and safety matters; in each case arising out of or in direct relation to any Eligible Project or any Eligible Project Participant Loan that is funded with proceeds of the WIFIA Loan; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee and provided further that such indemnity shall be payable solely from the WIFIA Trust Estate under the WIFIA Alternative Indenture. In case any action or proceeding is brought against an Indemnitee by reason of any claim with respect to which such Indemnitee is entitled to indemnification hereunder, the Borrower shall be entitled, at its expense, to participate in the defense thereof; provided that such Indemnitee has the right to

retain its own counsel, at the Borrower's expense, and such participation by the Borrower in the defense thereof shall not release the Borrower of any liability that it may have to such Indemnitee. Any Indemnitee against whom any indemnity claim contemplated in this Section is made shall be entitled, after consultation with the Borrower and upon consultation with legal counsel wherein such Indemnitee is advised that such indemnity claim is meritorious, to compromise or settle any such indemnity claim. Any such compromise or settlement shall be binding upon the Borrower for purposes of this Section. Nothing herein shall be construed as a waiver of any legal immunity that may be available to any Indemnitee. To the extent permitted by applicable law, neither the Borrower nor the WIFIA Lender shall assert, and each of the Borrower and the WIFIA Lender hereby waives, any claim against any Indemnitee or the Borrower, respectively, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any of the other WIFIA Loan Documents, the other transactions contemplated hereby and thereby, the WIFIA Loan or the use of the proceeds thereof, provided that nothing in this sentence shall limit the Borrower's indemnity obligations to the extent such damages are included in any third party claim in connection with which an Indemnitee is entitled to indemnification hereunder. All amounts due to any Indemnitee under this Section shall be payable promptly upon demand therefor. The obligations of the Borrower under this Section shall survive the payment or prepayment in full or transfer of the WIFIA Revenue Bonds, the enforcement of any provision of this Agreement or the other WIFIA Loan Documents, any amendments, waivers (other than amendments or waivers in writing with respect to this Section) or consents in respect hereof or thereof, any Event of Default, and any workout, restructuring or similar arrangement of the obligations of the Borrower hereunder or thereunder.

SECTION 18. **Sale of WIFIA Loan**

(a) The WIFIA Lender shall not sell the WIFIA Loan at any time prior to the fifth (5th) anniversary of the Effective Date. After such date, the WIFIA Lender may sell the WIFIA Loan and the WIFIA Revenue Bonds to another entity or sell or reoffer the WIFIA Loan and the WIFIA Revenue Bonds into the capital markets only in accordance with the provisions of this Section 18. Such sale or reoffering shall be on such terms as the WIFIA Lender shall deem advisable and shall be at the WIFIA Lender's sole cost and expense. However, in making such sale or reoffering the WIFIA Lender shall not change the terms and conditions of this Agreement or the WIFIA Revenue Bonds without the prior written consent of the Borrower, in accordance with Section 29. The WIFIA Lender shall provide, at least sixty (60) days prior to any sale or reoffering of the WIFIA Loan, written notice to the Borrower of the WIFIA Lender's intention to consummate such a sale or reoffering; provided, however, that no such notice shall be required during the continuation of any Event of Default. The provision of any notice pursuant to this Section 18 shall not (x) obligate the WIFIA Lender to sell or (y) provide the Borrower with any rights or remedies in the event the WIFIA Lender, for any reason, does not sell the WIFIA Loan.

(b) Following a sale of the WIFIA Loan pursuant to Section 18 to an entity that is not the Government, Sections 4, 12, 13 (other than subsection (a) thereof), 15(c), (d), (e), (f) and (o), 19(a)(vii), 19(a)(viii) and 19(a)(ix) of this Agreement shall no longer be applicable.

SECTION 19. **Events of Default and Remedies**

(a) Events of Default. An "Event of Default" shall exist under this Agreement if any of the following occurs:

(i) Payment Default. The Borrower shall fail to pay any of the principal amount of or interest on the WIFIA Loan (including WIFIA Debt Service required to have been paid pursuant to the provisions of Section 9), when and as the payment thereof shall be required under this Agreement or the WIFIA Revenue Bonds or on the Final Maturity Date; provided, however, that if such failure is a result of an Uncontrollable Force, then no Event of Default shall be deemed to have occurred or be continuing under this clause (i) if and so long as within three (3) Business Days following a failure to pay any of the principal amount of or interest on the WIFIA Loan such failure is cured (each such failure, a "Payment Default").

(ii) Covenant Default. The Borrower shall fail to observe or perform any covenant, agreement or obligation of the Borrower under this Agreement, the WIFIA Revenue Bonds or any other WIFIA Loan Document (other than in the case of any Payment Default, any Development Default or any default pursuant to Section 19(a)(viii)), including with respect to any Eligible Project, and such failure shall not be cured within sixty (60) days after receipt by the Borrower from the WIFIA Lender of written notice thereof; provided, however, that if such failure is capable of cure but cannot reasonably be cured within such sixty (60) day period, then no Event of Default shall be deemed to have occurred or be continuing under this clause (ii) if and so long as within such sixty (60) day period the Borrower shall commence actions reasonably designed to cure such failure and shall diligently pursue such actions until such failure is cured, provided such failure is cured within two hundred forty (240) days of the first occurrence of such failure;

(iii) Misrepresentation Default. Any of the representations, warranties or certifications of the Borrower made in or delivered pursuant to the WIFIA Loan Documents (or in any certificates delivered by the Borrower in connection with the WIFIA Loan Documents) shall prove to have been false or misleading in any material respect when made and such misrepresentation can reasonably be expected to result in a Material Adverse Effect; provided, however, that (A) if such misrepresentation relates to any Eligible Project or WIFIA Participant and is a result of an Uncontrollable Force, then no Event of Default shall be deemed to have occurred or be continuing under this clause (iii) if and so long as such misrepresentation is cured within thirty (30) days after the date on which the Borrower first obtained knowledge of such misrepresentation or (B) if such misrepresentation relates to anything other than any Eligible Project or WIFIA Participant and is a result of an Uncontrollable Force, then no Event of Default shall be deemed to have occurred or be continuing under this clause (iii) if and so long as such misrepresentation is cured within thirty (30) days after the date such misrepresentation first occurred;

(iv) Failure to Maintain Existence. The Borrower shall fail to maintain its existence as a body corporate and politic of the State under the laws of the State,

unless a successor public authority is created by the State laws that succeeds to the assets of the Borrower and assumes the obligations of the Borrower hereunder and under the WIFIA Loan Documents, including the payment of the WIFIA Revenue Bonds.

(v) Occurrence of a Bankruptcy Related Event. A Bankruptcy Related Event shall occur with respect to the Borrower.

(vi) WIFIA Loan Documents. (A) Any WIFIA Loan Document ceases to be in full force and effect (other than as a result of the termination thereof in accordance with its terms) or becomes void, voidable, illegal or unenforceable, or the Borrower or any other Governmental Authority contests in any manner the validity or enforceability of any WIFIA Loan Document to which it is a party or denies it has any further liability under any WIFIA Loan Document to which it is a party, or purports to revoke, terminate or rescind any WIFIA Loan Document to which it is a party; or (B) the WIFIA Alternative Indenture ceases (other than as expressly permitted thereunder) to be effective to grant a perfected security interest on any material portion of the WIFIA Trust Estate to the WIFIA Trustee described therein other than as a result of actions or a failure to act by the WIFIA Trustee.

(vii) Development Default. A Development Default shall occur.

(viii) Designated Participant Loans. The failure by the Borrower either to (A) deliver a Cash Flow Certificate as of the first anniversary of the date of the final disbursement under the WIFIA Loan that demonstrates, to the WIFIA Lender's satisfaction, Cash Flow Sufficiency as described in clause (c) of the definition of such term or (B) enter into and fund Designated Participant Loans, together with any Replacement WIFIA Participants Loans, in an aggregate outstanding principal amount equal to at least 2.04081633 *multiplied* by the total amount of WIFIA Loan proceeds disbursed on or prior to the sixth (6th) anniversary of the Effective Date.

(ix) Eligible Project Event of Default. If after entering into a Financial Assistance Agreement related to an Eligible Project Participant Loan, an Eligible Project or, solely with respect to such Eligible Project, the applicable SRF Program Participant violates any federal law or fails to diligently prosecute the work related to the Eligible Project (an "Eligible Project Event of Default").

(b) Remedies. Upon the occurrence and continuation of any Event of Default (other than any event described in clause (ii) (that arises solely from the act or omission of an SRF Program Participant with respect to an Eligible Project), (vii) or (ix) of Section 19(a)):

(i) all obligations of the WIFIA Lender hereunder with respect to the disbursement of any undisbursed amounts of the WIFIA Loan shall immediately be deemed terminated, notwithstanding any provision of the WIFIA Revenue Bonds or the WIFIA Alternative Indenture to the contrary;

(ii) the WIFIA Lender shall be entitled and empowered to institute any actions or proceedings at law or in equity for the collection of any sums due and unpaid hereunder or under the WIFIA Revenue Bonds or the other WIFIA Loan Documents, and

may prosecute any such judgment or final decree against the Borrower and collect in the manner provided by law out of the property of the Borrower the moneys adjudged or decreed to be payable, and the WIFIA Lender shall have all of the rights and remedies of a creditor, including all rights and remedies of a secured creditor under the Uniform Commercial Code, and may take such other actions at law or in equity as may appear necessary or desirable to collect all amounts payable by Borrower under this Agreement, the WIFIA Revenue Bonds or the other WIFIA Loan Documents then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement, the WIFIA Revenue Bonds or the other WIFIA Loan Documents; and

(iii) the WIFIA Lender may suspend or debar the Borrower from further participation in any Government program administered by the WIFIA Lender and to notify other departments and agencies of such default.

(c) Replacement Eligible Project Cure Right. Upon the occurrence of an event or condition described in clause (ii) (that arises solely from the act or omission of an SRF Program Participant with respect to an Eligible Project), (vii) or (ix) of Section 19(a) that but for this Section 19(c) would be an Event of Default, the Borrower shall have the right to cure such failure by causing a Replacement Eligible Project that otherwise would not give rise to an Event of Default or event or condition that, with the giving of any notice, the passage of time, or both, would be an Event of Default, to be substituted for such non-compliant Eligible Project in lieu thereof, by (i) delivering to the WIFIA Lender, within two hundred forty (240) days of the date on which the Borrower first obtained knowledge of such event or condition described in Section 19(a)(ii) (that arises solely from the act or omission of an SRF Program Participant with respect to an Eligible Project), (vii) or (ix) that but for this Section 19(c) would be an Event of Default, a Replacement Eligible Project Qualification Certificate with respect to such Replacement Eligible Project in form and substance satisfactory to the WIFIA Lender and (ii) amending the Borrower's records to reflect such Replacement Eligible Project as being funded with proceeds of the WIFIA Loan in lieu of the non-compliant Eligible Project, if applicable. The WIFIA Lender may update **Schedule III** to reflect the replacement of the non-compliant project with the Replacement Eligible Project. If the Borrower fails to cure any event or condition described in clause (ii) (that arises solely from the act or omission of an SRF Program Participant with respect to an Eligible Project) or (ix) of Section 19(a) that but for this Section 19(c) would be an Event of Default and that is eligible for cure as described above within two hundred forty (240) days of the Borrower first obtaining knowledge of the applicable event or condition, such event or condition shall not be deemed an Event of Default under Section 19(a)(ii) or (ix), as applicable, and the Additional Rate provisions of Section 6 shall apply. If the Borrower fails to cure any event or condition described in Section 19(a)(vii) that but for this Section 19(c) would be a Development Default and that is eligible for cure as described above within two hundred forty (240) days of the Borrower first obtaining knowledge of the applicable event or condition, such event or condition shall be deemed a Development Default and the Default Rate provisions of Section 6 shall apply.

(d) No Independent Acceleration. Notwithstanding anything in this Section to the contrary, whether prior to, during the continuance of, or after the occurrence of any Event of Default, neither the Outstanding WIFIA Loan Balance as evidenced by the WIFIA Revenue

Bonds nor any other amount payable to the WIFIA Lender pursuant to this Agreement, the WIFIA Revenue Bonds or the other WIFIA Loan Documents shall be subject to acceleration pursuant to the provisions of this Section other than as permitted or required pursuant to Section 10(a).

(e) Default Rate. Whenever a Payment Default or, subject to the cure rights in Section 19(c), a Development Default shall occur (and for so long as it shall continue) the Default Rate provisions of Section 6 shall apply.

(f) No Relief of Obligations. No action taken pursuant to this Section shall relieve Borrower from its obligations pursuant to this Agreement, the WIFIA Revenue Bonds or the other WIFIA Loan Documents, all of which shall survive any such action.

SECTION 20. **Accounting and Audit Procedures; Inspections; Reports and Records**

(a) The Borrower shall establish fiscal controls and accounting procedures sufficient to assure proper accounting for all Project-related transactions (including WIFIA Loan requisitions received and disbursements made under the WIFIA Loan), so that audits may be performed to ensure compliance with and enforcement of this Agreement. The Borrower shall use accounting, audit and fiscal procedures conforming to GASB (or with respect to any SRF Program Participant, standards promulgated by the laws of the State applicable thereto in lieu of GASB), including, with respect to the WIFIA Loan, accounting of principal and interest payments, disbursements, prepayments and calculation of interest and principal amounts outstanding.

(b) So long as the WIFIA Loan or any portion thereof shall remain outstanding and until the WIFIA Loan shall have been paid in full, the WIFIA Lender shall have the right, upon reasonable prior notice, to visit and inspect any of the locations or properties of the Borrower, to examine its books of account and records, to make copies and extracts therefrom at the Borrower's expense, and to discuss the Borrower's affairs, finances and accounts with, and to be advised as to the same by, its officers and employees and its independent public accountants (and by this provision the Borrower irrevocably authorizes its independent public accountants to discuss with the WIFIA Lender the affairs, finances and accounts of the Borrower, whether or not any representative of the Borrower is present, it being understood that nothing contained in this Section 20(b) is intended to confer any right to exclude any such representative from such discussions), all at such reasonable times and intervals as the WIFIA Lender may desire. The Borrower agrees to pay all out-of-pocket expenses incurred by the WIFIA Lender in connection with the WIFIA Lender's exercise of its rights under this Section 20(b) at any time when an Event of Default shall have occurred and be continuing; provided that such shall be payable solely from the WIFIA Trust Estate.

(c) The Borrower shall maintain and retain all files relating to each Eligible Project Participant Loan and to each Eligible Project under any Eligible Project Participant Loan made to an SRF Program Participant that is funded with proceeds of the WIFIA Loan and the WIFIA Loan until (i) all rights and duties hereunder and under the WIFIA Revenue Bonds (including payments) have been fulfilled and any required audits have been performed and (ii)

any litigation relating to such Eligible Project Participant Loan, such Eligible Project, the Project, the WIFIA Loan or this Agreement is finally resolved or, if the WIFIA Lender has reasonable cause to extend such date, a date to be mutually agreed upon by the WIFIA Lender and the Borrower. The Borrower shall provide to the WIFIA Lender or otherwise make available to the WIFIA Lender in a timely manner all records and documentation relating to the Eligible Project Participant Loans and to Eligible Projects under any Eligible Project Participant Loan made to an SRF Program Participant that is funded with proceeds of the WIFIA Loan that the WIFIA Lender may reasonably request from time to time.

(d) The WIFIA Lender shall have the right to conduct from time to time independent financial and compliance audits of the Borrower in accordance with the Single Audit Act of 1984, as amended, and Office of Management and Budget Circular A 133, "Audits of State and Local Governments" (as applicable), or as otherwise requested by the WIFIA Lender. Upon reasonable notice, the Borrower shall cooperate fully in participating in such audits and shall provide full access to any books, documents, papers or other records which are pertinent to the Project or the WIFIA Loan, to the Administrator of the United States Environmental Protection Agency, or the designee thereof, for necessary project or programmatic audits pursuant to 2 C.F.R. Part 200 Subpart F, 40 C.F.R. § 35.10070(e), 40 C.F.R. § 35.10075, 31 U.S.C. § 6503(h) and 31 U.S.C. § 7503(b).

SECTION 21. **Statements and Reports**

(a) Updated Financial Model. The Borrower shall provide to the WIFIA Lender not later than ninety (90) days after the end of each Bond Year (commencing with its Bond Year ending January 15, 2020), an Updated Financial Model for the Project and the Borrower's SRF Program, updated to reflect then-current and projected conditions.

(i) The Borrower represents and warrants that the Updated Financial Model reflects the Borrower's reasonable expectations, using assumptions that the Borrower believes to be reasonable.

(ii) The Updated Financial Model shall be either substantially in the form of the Base Case Financial Model or in form and substance reasonably satisfactory to the WIFIA Lender. Until the fifth anniversary of the Effective Date, the Updated Financial Model shall include the Total Project Costs that have been incurred and are expected to be incurred for the Project.

(iii) The Updated Financial Model shall be accompanied by a certificate signed by the Borrower's Director of Environmental Programs (or, if different, the Borrower's Authorized Representative) (A) to the effect that the Updated Financial Model, including the assumptions and supporting documentation, as of its date, is accurate and reasonable to the Borrower's knowledge, and (B) demonstrating that projected Pledged WIFIA Cash Flows shall be sufficient to pay WIFIA Debt Service in accordance with the Loan Amortization Schedule, and (C) demonstrating Cash Flow Sufficiency.

(b) Audited Financial Statement of the Borrower's SRF Programs. As soon as available, but no later than one hundred and eighty (180) days after the end of each Borrower Fiscal Year (commencing with the Borrower Fiscal Year ending June 30, 2020), the Borrower shall furnish to the WIFIA Lender, a copy of the audited income statement and balance sheet of the Borrower's SRF Programs as of the end of such fiscal year and the related audited statements of operations, and of cash flow of the Borrower's SRF Programs for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, certified without a "going concern" or like qualification or exception, or qualification as to the scope of the audit, by an independent public accounting firm selected by the Borrower. All such financial statements shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GASB applied consistently throughout the periods reflected therein (except for changes approved or required by the independent public accountants certifying such statements and disclosed therein).

(c) Annual Certification as to Event of Default or an Eligible Project Event of Default. The Borrower shall provide to the WIFIA Lender not later than one hundred and eighty (180) days after the end of each Borrower Fiscal Year (commencing with the Borrower Fiscal Year ending June 30, 2020), a certificate signed by the Borrower's Director of Environmental Programs (or, if different, the Borrower's Authorized Representative) stating whether or not, to the Borrower's knowledge, during the preceding Borrower Fiscal Year, there occurred any Event of Default or Eligible Project Event of Default or event that, with the giving of notice or the passage of time or both, could reasonably be expected to result in an Event of Default or an Eligible Project Event of Default and, if any such Event of Default or Eligible Project Event of Default or other event shall have occurred during such period, the nature of such Event of Default or Eligible Project Event of Default or other event and the actions that the Borrower has taken or intends to take in respect thereof.

(d) Annual USEPA Drinking Water Program and Wastewater Program Reports. The Borrower shall provide to the WIFIA Lender not later than one hundred and eighty (180) days after the end of each Borrower Fiscal Year (commencing with the Borrower Fiscal Year ending June 30, 2020), its annual reports related to its SRF Programs as and when made available to USEPA, which shall be substantially in the form of **Exhibit M** and include (i) documentation of WIFIA Loan proceeds disbursed in respect of any Eligible Project Participant Loan made to an SRF Program Participant funded with proceeds of the WIFIA Loan during the applicable Borrower Fiscal Year and (ii) a description of the nature of such funded Eligible Projects.

SECTION 22. **Eligible Project Oversight and Monitoring**

(a) Eligible Project Development, Design and Construction. The WIFIA Lender shall have the right to monitor (or direct its agents to monitor) the development, including environmental compliance, design, and construction of each Eligible Project. The Borrower shall keep such records concerning the Eligible Projects as are necessary to facilitate an effective and accurate audit and performance evaluation of the Project. The Borrower agrees to cooperate in good faith with the WIFIA Lender in the conduct of such monitoring by promptly providing the WIFIA Lender with such reports, documentation or other information as shall be

requested by the WIFIA Lender or its agents, including any independent engineer reports, documentation or information.

(b) Reporting. During the period through Substantial Completion of all of the Eligible Projects, the Borrower shall furnish to the WIFIA Lender, on an annual basis, a construction status report for the Eligible Projects substantially in the form of **Exhibit N**. Such report shall be an aggregation of reports provided by the SRF Program Participants for the Eligible Projects and shall be delivered to the WIFIA Lender not later than the fifteenth (15th) day following the end of each Borrower Fiscal Year (or if such day is not a Business Day, on the following Business Day).

(c) Additional Reporting. On or before the Effective Date, within ninety (90) days following the fifth (5th) anniversary of the Effective Date and within ninety (90) days following the tenth (10th) anniversary of the Effective Date, the Borrower shall deliver to the WIFIA Lender a report including the information required pursuant to Section 22(b), and which shall additionally include the following information:

(i) the estimated interest savings the Borrower is realizing through the use of the WIFIA Loan compared to comparable market rate financing;

(ii) the following jobs information:

(A) with respect to the report delivered on or before the Effective Date, the number of jobs projected to be created by the Project on an annual basis during (1) the period between the Effective Date and the fifth (5th) anniversary of the Effective Date and (2) the period between the fifth (5th) anniversary of the Effective Date and the tenth (10th) anniversary of the Effective Date;

(B) with respect to the report delivered within ninety (90) days following the fifth (5th) anniversary of the Effective Date, the number of jobs created by the Project on an annual basis during the period between the Effective Date and the fifth (5th) anniversary of the Effective Date; and

(C) with respect to the report delivered within ninety (90) days following the tenth (10th) anniversary of the Effective Date, the number of jobs created by the Project on an annual basis during the period between the fifth (5th) anniversary of the Effective Date and the tenth (10th) anniversary of the Effective Date;

(iii) the amount of time (rounded to the nearest month), if any, that the Borrower estimates the availability of the WIFIA Loan has accelerated commencement of the Eligible Projects;

(iv) whether each Eligible Project will assist the SRF Program Participant in complying with applicable regulatory requirements, and if so, a narrative description describing such enhancements;

(v) the amount by which each Eligible Project will assist the SRF Program Participant (measured by percent as determined at Substantial Completion of such Eligible Project) in reducing levels of Nitrogen, Phosphorus, biochemical oxygen demand (BOD) and total suspended solids (TSS), as applicable;

(vi) the amount by which each Eligible Project will increase the volume of potable water produced (measured in million gallons per day ("MGD") as of Substantial Completion of such Eligible Project), as applicable; and

(vii) the amount by which each Eligible Project will increase the volume of water recycled, recharged or redirected (measured in MGD as of Substantial Completion of such Eligible Project) as applicable.

(d) Requested Information. The Borrower shall, at any time while the WIFIA Loan remains outstanding, promptly deliver to the WIFIA Lender such additional information regarding the business, financial, legal or organizational affairs of the Borrower related to the Project, the Eligible Projects, the WIFIA Participant Loans, the WIFIA Trust Estate, the WIFIA Loan Documents, the Pledged WIFIA Cash Flows, and any Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument related to the foregoing, all as the WIFIA Lender may from time to time reasonably request. The Borrower agrees that information described under Section 22(c) may be made publicly available by the WIFIA Lender at its discretion.

SECTION 23. **No Personal Recourse**

No official, employee or agent of the WIFIA Lender or officer, employee, member or agent of the Borrower or any Person executing this Agreement or any of the other WIFIA Loan Documents shall be personally liable on this Agreement or such other WIFIA Loan Documents by reason of the issuance, delivery or execution hereof or thereof.

SECTION 24. **No Third Party Rights**

The parties hereby agree that this Agreement creates no third party rights against the Borrower, the Government or the WIFIA Lender, solely by virtue of the WIFIA Loan, and the Borrower agrees to indemnify and hold the above Federal parties harmless, to the extent permitted by law and in accordance with Section 17, from any lawsuit or claim arising in law or equity solely by reason of the WIFIA Loan, and that no third party creditor or creditors of the Borrower shall have any right against the WIFIA Lender with respect to the WIFIA Loan made pursuant to this Agreement.

SECTION 25. **Borrower's Authorized Representative**

The Borrower shall at all times have appointed a Borrower's Authorized Representative by designating such Person or Persons from time to time to act on the Borrower's behalf pursuant to a written certificate furnished to the WIFIA Lender and the Servicer, if any, containing the specimen signature or signatures of such Person or Persons and signed by the Borrower.

SECTION 26. **WIFIA Lender's Authorized Representative**

The WIFIA Lender hereby appoints the Director of the WIFIA Program, whose notice details are set forth below in Section 36, to serve as the WIFIA Lender's Authorized Representative under this Agreement until such time as a successor or successors shall have been appointed. Thereafter, the successor in office shall serve as the WIFIA Lender's Authorized Representative. The WIFIA Lender shall provide notice to the Borrower within a reasonable time period following the succession.

SECTION 27. **Servicer**

The WIFIA Lender may from time to time designate another entity or entities to perform, or assist the WIFIA Lender in performing, the duties of the Servicer or specified duties of the WIFIA Lender under this Agreement and the WIFIA Revenue Bonds. The WIFIA Lender shall give the Borrower written notice of the appointment of any successor or additional Servicer and shall enumerate the duties or any change in duties to be performed by any Servicer. Any references in this Agreement to the WIFIA Lender shall be deemed to be a reference to the Servicer with respect to any duties which the WIFIA Lender shall have delegated to such Servicer. The WIFIA Lender may at any time assume the duties of any Servicer under this Agreement and the WIFIA Revenue Bonds.

SECTION 28. **Fees and Expenses**

(a) Servicing Set-Up Fee. Within thirty (30) days after receipt of any invoice from the WIFIA Lender (or, if earlier, the date of the initial disbursement of the WIFIA Loan), the Borrower shall pay to the WIFIA Lender a servicing set-up fee equal to $15,000 (the "Servicing Set-Up Fee").

(b) Construction Period Servicing Fee.

(i) For the period from the Effective Date until the sixth (6th) anniversary of the Effective Date, the Borrower shall pay to the WIFIA Lender an annual servicing fee equal to $10,000 (the "Construction Period Servicing Fee").

(ii) The initial Construction Period Servicing Fee shall be due and payable on the Effective Date in a pro-rated amount equal to $0.

(iii) Each Construction Period Servicing Fee following the initial Construction Period Servicing Fee shall accrue on the first Business Day of the then-current Federal Fiscal Year and shall be due and payable on or prior to November 15 of each calendar year during the period from the Effective Date until the Substantial Completion of all of the Eligible Projects; provided that the Construction Period Servicing Fee shall be payable for the Federal Fiscal Year during which (and regardless of the date on which) the Substantial Completion of all of the Eligible Projects occurs.

(iv) The amount of each Construction Period Servicing Fee (other than the initial Construction Period Servicing Fee) shall be adjusted in proportion to the percentage change in CPI for the calendar year immediately preceding the calendar year during which such fee is due. The WIFIA Lender shall notify the Borrower of the

amount of each such Construction Period Servicing Fee at least thirty (30) days before payment is due, which determination shall be conclusive absent manifest error.

(c) Operating Period Servicing Fee.

(i) From and after the sixth (6th) anniversary of the Effective Date, the Borrower shall pay to the WIFIA Lender an annual servicing fee equal to $7,500 (the "Operating Period Servicing Fee").

(ii) Each Operating Period Servicing Fee shall accrue on the first Business Day of the then-current Federal Fiscal Year and shall be due and payable on or prior to November 15 of each calendar year, beginning with the first November 15 that occurs after the end of the Federal Fiscal Year during which the Substantial Completion of all of the Eligible Projects occurs.

(iii) The amount of the initial Operating Period Servicing Fee shall be adjusted in proportion to the aggregate percentage change in CPI from the calendar year during which the Effective Date occurs through the calendar year immediately preceding the calendar year during which such initial Operating Period Servicing Fee is due. The amount of each Operating Period Servicing Fee (other than the initial Operating Period Servicing Fee) shall be adjusted in proportion to the percentage change in CPI for the calendar year immediately preceding the calendar year for which such fee is due.

(iv) The Operating Period Servicing Fee due and payable with respect to the Federal Fiscal Year during which the Final Maturity Date occurs shall be equal to the pro-rated monthly portion of the then applicable Operating Period Servicing Fee multiplied by the number of partial or whole months remaining between October 1 and the Final Maturity Date.

(v) The WIFIA Lender shall notify the Borrower of the amount of each Operating Period Servicing Fee at least thirty (30) days before payment is due, which determination shall be conclusive absent manifest error.

(d) The Borrower agrees, whether or not the WIFIA Loan is disbursed or the other transactions hereby contemplated shall be consummated, to reimburse the WIFIA Lender on demand from time to time, within thirty (30) days after receipt of any invoice from the WIFIA Lender, for any and all fees, costs, charges, and expenses incurred by it (including the fees, costs, and expenses of its legal counsel, financial advisors, auditors and other consultants and advisors) in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement and the other WIFIA Loan Documents and the transactions hereby and thereby contemplated, including attorneys', and engineers' fees and professional costs, including all such fees, costs, and expenses incurred as a result of or in connection with:

(i) the enforcement of or attempt to enforce any provision of this Agreement or any of the other WIFIA Loan Documents;

(ii) any amendment, modification, or requested amendment or modification of, waiver, consent, or requested waiver or consent under or with respect to,

or the protection or preservation of any right or claim under, this Agreement, any other WIFIA Loan Document, or the WIFIA Trust Estate, or advice in connection with the administration, preservation in full force and effect, and enforcement of this Agreement or any other WIFIA Loan Document or the rights of the WIFIA Lender thereunder; and

(iii) any work-out, restructuring, or similar arrangement of the obligations of the Borrower under this Agreement or the other WIFIA Loan Documents, including during the pendency of one or more Events of Default.

The obligations of the Borrower under this Section 28 shall survive the payment or prepayment in full or transfer of the WIFIA Revenue Bonds, the enforcement of any provision of this Agreement or the other WIFIA Loan Documents, any such amendments, waivers or consents, any Event of Default, and any such workout, restructuring, or similar arrangement.

SECTION 29. **Amendments and Waivers**

No amendment, modification, termination or waiver of any provision of this Agreement shall in any event be effective without the written consent of each of the parties hereto.

SECTION 30. **Governing Law**

This Agreement shall be governed by the federal laws of the United States of America if and to the extent such federal laws are applicable and the internal laws of the State, if and to the extent such federal laws are not applicable.

SECTION 31. **Severability**

In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 32. **Successors and Assigns**

This Agreement shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Neither the Borrower's rights nor obligations hereunder nor any interest therein may be assigned or delegated by the Borrower without the prior written consent of the WIFIA Lender.

SECTION 33. **Remedies Not Exclusive**

Except as expressly stated herein, no remedy conferred herein or reserved to the WIFIA Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 34. **Delay or Omission Not Waiver**

No delay or omission of the WIFIA Lender to exercise any right or remedy provided hereunder upon a default of the Borrower (except a delay or omission pursuant to a written waiver) shall impair any such right or remedy or constitute a waiver of any such default or acquiescence therein. Every right and remedy given by this Agreement or by law to the WIFIA Lender may be exercised from time to time, and as often as may be deemed expedient by the WIFIA Lender.

SECTION 35. **Counterparts**

This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 36. **Notices**

Notices hereunder shall be (a) in writing, (b) effective upon receipt (except as otherwise provided herein) and (c) given by (i) nationally recognized courier service, (ii) hand delivery or (iii) solely with respect to ministerial or non-substantive notices, email, in each case to:

If to WIFIA Lender:	Environmental Protection Agency WJC-W 6201A 1200 Pennsylvania Avenue NW Washington, DC 20460 Attention: Jorianne Jernberg, WIFIA Director Email: WIFIA_Portfolio@epa.gov
If to Borrower:	Indiana Finance Authority One North Capitol, Suite 900 Indianapolis, IN 46204 Attention: Public Finance Director of the State of Indiana Email: DHUGE@ifa.IN.gov
with copies to:	Indiana Finance Authority One North Capitol, Suite 900 Indianapolis, IN 46204 Attention: Director of Environmental Program Email: JMCGOFF@ifa.IN.gov

with copies to: The Bank of New York Mellon Trust Company, N.A.
Attn: Corporate Trust Department (SRF Programs)
300 North Meridian Street, Suite 910
Indianapolis, IN 46204

Unless otherwise specified herein or instructed by the WIFIA Lender's Authorized Representative, all notices to the WIFIA Lender should be made by email to the email address noted above for the WIFIA Lender. Notices required to be provided herein shall be provided to such different addresses or to such further parties as may be designated from time to time by the Borrower's Authorized Representative, with respect to notices to the Borrower, or by the WIFIA Lender's Authorized Representative, with respect to notices to the WIFIA Lender or the Servicer. Each such notice, request or communication shall be effective (x) if delivered by hand or by nationally recognized courier service, when delivered at the address specified in this Section 36 (or in accordance with the latest unrevoked written direction from the receiving party) and (y) if given by email, when such email is delivered to the address specified in this Section 36 (or in accordance with the latest unrevoked written direction from the receiving party); provided that notices received on a day that is not a Business Day or after 5:00 p.m. Eastern Time on a Business Day will be deemed to be effective on the next Business Day.

SECTION 37. **Effectiveness**

This Agreement shall be effective on the Effective Date.

SECTION 38. **Termination**

This Agreement shall terminate upon payment in full by the Borrower of the WIFIA Loan, provided, however, that the indemnification requirements of Section 17, the reporting and record keeping requirements of Section 20(b) and (c) and the payment requirements of Section 28 shall survive the termination of this Agreement as provided in such sections.

SECTION 39. **Integration**

This Agreement constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof including the Application.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

INDIANA FINANCE AUTHORITY

By: [redacted], Chair

ATTEST:

[redacted], Public Finance Director of the State of Indiana [redacted]

[*Signature Page to Indiana Finance Authority (WIFIA Eligible Project List) WIFIA Loan Agreement*]

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator of the Environmental Protection Agency

[redacted]

By: [redacted]
Name: [redacted]
Title: Administrator

[*Signature Page to Indiana Finance Authority (WIFIA Eligible Project List) WIFIA Loan Agreement*]

SCHEDULE I

PROJECT BUDGET

Sources	**Total**	**Percent**
1. WIFIA Loan (Federal)	$436,000,000	49%
2. SRF Bond Proceeds (Non-Federal)	$202,000,000	23%
3. SRF Equity (Non-Federal)	$254,000,000	28%
Total Sources	**$892,000,000**	**100%**
Uses:	**Total**	**Percent**
1. Eligible Project Participant Loans	$890,000,000	99.8%
2. Issuance Costs	$2,000,000	0.2%
Total Uses	**$892,000,000**	**100%**
Total Eligible Project Costs	**$892,000,000**	
Total Project Costs	**$892,000,000**	

SCHEDULE II

DESIGNATED PARTICIPANT LOANS

PART A: Designated Participant Loans made as of the Effective Date

- Those Designated Participant Loans identified on the attached Annex 1 as "Closed" under the "Loan Status" column.

PART B: Designated Participant Loans to be made after the Effective Date

- Those Designated Participant Loans identified on the attached Annex 1 as "Proposed" under the "Loan Status" column.

SCHEDULE III

ELIGIBLE PROJECTS

- Those Designated Participant Loans identified on the attached Annex 1 as "Yes" under the "Eligible Project" column.

SCHEDULE IV

WIFIA PAYMENT INSTRUCTIONS

SCHEDULE V

SLGS DAILY RATE TABLE (EFFECTIVE DATE)

See attached.

TreasuryDirect

SLGSafe PORTFOLIO MANAGEMENT SYSTEM

CSV FORMAT XML FORMAT TXT FORMAT

Important message:
Please use the buttons and links we've provided on each page. Using your browser to navigate (including the back, forward, and refresh buttons) may produce inconsistent results.

SLGS Daily Rate Table

SLGS TABLE FOR USE ON September 6, 2019

Demand Deposit Rate

Annualized Effective Rate	Daily Factor
1.50%	0.000040680

Time Deposit Rate

From (Year-Month)	Through (Year-Month)	Rate
00-01	ONLY	2.05%
00-02	ONLY	1.99%
00-03	ONLY	1.96%
00-04	ONLY	1.93%
00-05	ONLY	1.90%
00-06	ONLY	1.88%
00-07	ONLY	1.85%
00-08	ONLY	1.82%
00-09	ONLY	1.80%
00-10	ONLY	1.78%
00-11	ONLY	1.75%
01-00	ONLY	1.73%
01-01	ONLY	1.71%
01-02	ONLY	1.69%
01-03	ONLY	1.67%
01-04	ONLY	1.65%
01-05	ONLY	1.63%
01-06	ONLY	1.62%
01-07	ONLY	1.60%
01-08	ONLY	1.59%
01-09	ONLY	1.57%
01-10	ONLY	1.56%
01-11	ONLY	1.55%
02-00	ONLY	1.54%
02-01	ONLY	1.53%
02-02	ONLY	1.52%
02-03	ONLY	1.51%
02-04	ONLY	1.50%
02-05	ONLY	1.49%
02-06	ONLY	1.49%
02-07	ONLY	1.48%
02-08	ONLY	1.48%
02-09	ONLY	1.47%
02-10	ONLY	1.47%
02-11	ONLY	1.47%
03-00	ONLY	1.47%
03-01	ONLY	1.46%
03-02	ONLY	1.46%
03-03	ONLY	1.46%
03-04	ONLY	1.46%
03-05	ONLY	1.46%
03-06	ONLY	1.45%

From (Year-Month)	Through (Year-Month)	Rate
03-07	ONLY	1.45%
03-08	ONLY	1.45%
03-09	ONLY	1.45%
03-10	ONLY	1.45%
03-11	ONLY	1.44%
04-00	ONLY	1.44%
04-01	ONLY	1.44%
04-02	ONLY	1.44%
04-03	ONLY	1.44%
04-04	ONLY	1.44%
04-05	ONLY	1.44%
04-06	ONLY	1.44%
04-07	ONLY	1.44%
04-08	ONLY	1.44%
04-09	ONLY	1.43%
04-10	ONLY	1.43%
04-11	ONLY	1.43%
05-00	ONLY	1.44%
05-01	ONLY	1.44%
05-02	ONLY	1.44%
05-03	ONLY	1.44%
05-04	ONLY	1.45%
05-05	ONLY	1.45%
05-06	ONLY	1.45%
05-07	ONLY	1.45%
05-08	ONLY	1.46%
05-09	ONLY	1.46%
05-10	ONLY	1.47%
05-11	ONLY	1.47%
06-00	ONLY	1.47%
06-01	ONLY	1.48%
06-02	ONLY	1.48%
06-03	ONLY	1.49%
06-04	ONLY	1.49%
06-05	ONLY	1.49%
06-06	ONLY	1.50%
06-07	ONLY	1.50%
06-08	ONLY	1.50%
06-09	ONLY	1.51%
06-10	ONLY	1.51%
06-11	ONLY	1.51%
07-00	ONLY	1.51%
07-01	ONLY	1.51%
07-02	ONLY	1.52%
07-03	ONLY	1.52%
07-04	ONLY	1.52%
07-05	ONLY	1.52%
07-06	ONLY	1.52%
07-07	ONLY	1.52%
07-08	ONLY	1.52%
07-09	ONLY	1.53%
07-10	ONLY	1.53%
07-11	ONLY	1.53%
08-00	ONLY	1.53%
08-01	ONLY	1.53%
08-02	ONLY	1.53%
08-03	ONLY	1.53%
08-04	ONLY	1.53%
08-05	ONLY	1.54%
08-06	ONLY	1.54%
08-07	ONLY	1.54%
08-08	ONLY	1.54%
08-09	ONLY	1.54%
08-10	ONLY	1.54%
08-11	ONLY	1.54%

From (Year-Month)	Through (Year-Month)	Rate
09-00	ONLY	1.54%
09-01	ONLY	1.55%
09-02	ONLY	1.55%
09-03	ONLY	1.55%
09-04	ONLY	1.55%
09-05	ONLY	1.55%
09-06	ONLY	1.55%
09-07	ONLY	1.55%
09-08	ONLY	1.56%
09-09	ONLY	1.56%
09-10	ONLY	1.56%
09-11	ONLY	1.56%
10-00	ONLY	1.57%
10-01	ONLY	1.57%
10-02	ONLY	1.57%
10-03	ONLY	1.57%
10-04	ONLY	1.57%
10-05	ONLY	1.58%
10-06	ONLY	1.58%
10-07	ONLY	1.58%
10-08	ONLY	1.58%
10-09	ONLY	1.59%
10-10	ONLY	1.59%
10-11	ONLY	1.59%
11-00	ONLY	1.59%
11-01	ONLY	1.60%
11-02	ONLY	1.60%
11-03	ONLY	1.60%
11-04	ONLY	1.60%
11-05	ONLY	1.61%
11-06	ONLY	1.61%
11-07	ONLY	1.61%
11-08	ONLY	1.61%
11-09	ONLY	1.61%
11-10	ONLY	1.62%
11-11	ONLY	1.62%
12-00	ONLY	1.62%
12-01	ONLY	1.62%
12-02	ONLY	1.63%
12-03	ONLY	1.63%
12-04	ONLY	1.63%
12-05	ONLY	1.63%
12-06	ONLY	1.64%
12-07	ONLY	1.64%
12-08	ONLY	1.64%
12-09	ONLY	1.64%
12-10	ONLY	1.64%
12-11	ONLY	1.65%
13-00	ONLY	1.65%
13-01	ONLY	1.65%
13-02	ONLY	1.65%
13-03	ONLY	1.66%
13-04	ONLY	1.66%
13-05	ONLY	1.66%
13-06	ONLY	1.66%
13-07	ONLY	1.67%
13-08	ONLY	1.67%
13-09	ONLY	1.67%
13-10	ONLY	1.67%
13-11	ONLY	1.68%
14-00	ONLY	1.68%
14-01	ONLY	1.68%
14-02	ONLY	1.68%
14-03	ONLY	1.68%
14-04	ONLY	1.69%

From (Year-Month)	Through (Year-Month)	Rate
14-05	ONLY	1.69%
14-06	ONLY	1.69%
14-07	ONLY	1.69%
14-08	ONLY	1.70%
14-09	ONLY	1.70%
14-10	ONLY	1.70%
14-11	ONLY	1.70%
15-00	ONLY	1.71%
15-01	ONLY	1.71%
15-02	ONLY	1.71%
15-03	ONLY	1.71%
15-04	ONLY	1.72%
15-05	ONLY	1.72%
15-06	ONLY	1.72%
15-07	ONLY	1.72%
15-08	ONLY	1.72%
15-09	ONLY	1.73%
15-10	ONLY	1.73%
15-11	ONLY	1.73%
16-00	ONLY	1.73%
16-01	ONLY	1.74%
16-02	ONLY	1.74%
16-03	ONLY	1.74%
16-04	ONLY	1.74%
16-05	ONLY	1.75%
16-06	ONLY	1.75%
16-07	ONLY	1.75%
16-08	ONLY	1.75%
16-09	ONLY	1.76%
16-10	ONLY	1.76%
16-11	ONLY	1.76%
17-00	ONLY	1.76%
17-01	ONLY	1.77%
17-02	ONLY	1.77%
17-03	ONLY	1.77%
17-04	ONLY	1.77%
17-05	ONLY	1.77%
17-06	ONLY	1.78%
17-07	ONLY	1.78%
17-08	ONLY	1.78%
17-09	ONLY	1.78%
17-10	ONLY	1.79%
17-11	ONLY	1.79%
18-00	ONLY	1.79%
18-01	ONLY	1.79%
18-02	ONLY	1.80%
18-03	ONLY	1.80%
18-04	ONLY	1.80%
18-05	ONLY	1.80%
18-06	ONLY	1.80%
18-07	ONLY	1.81%
18-08	ONLY	1.81%
18-09	ONLY	1.81%
18-10	ONLY	1.81%
18-11	ONLY	1.82%
19-00	ONLY	1.82%
19-01	ONLY	1.82%
19-02	ONLY	1.82%
19-03	ONLY	1.83%
19-04	ONLY	1.83%
19-05	ONLY	1.83%
19-06	ONLY	1.83%
19-07	ONLY	1.84%
19-08	ONLY	1.84%
19-09	ONLY	1.84%

From (Year-Month)	Through (Year-Month)	Rate
19-10	ONLY	1.84%
19-11	ONLY	1.84%
20-00	ONLY	1.85%
20-01	ONLY	1.85%
20-02	ONLY	1.85%
20-03	ONLY	1.85%
20-04	ONLY	1.86%
20-05	ONLY	1.86%
20-06	ONLY	1.86%
20-07	ONLY	1.86%
20-08	ONLY	1.87%
20-09	ONLY	1.87%
20-10	ONLY	1.87%
20-11	ONLY	1.87%
21-00	ONLY	1.87%
21-01	ONLY	1.88%
21-02	ONLY	1.88%
21-03	ONLY	1.88%
21-04	ONLY	1.88%
21-05	ONLY	1.89%
21-06	ONLY	1.89%
21-07	ONLY	1.89%
21-08	ONLY	1.89%
21-09	ONLY	1.90%
21-10	ONLY	1.90%
21-11	ONLY	1.90%
22-00	ONLY	1.90%
22-01	ONLY	1.90%
22-02	ONLY	1.91%
22-03	ONLY	1.91%
22-04	ONLY	1.91%
22-05	ONLY	1.91%
22-06	ONLY	1.92%
22-07	ONLY	1.92%
22-08	ONLY	1.92%
22-09	ONLY	1.92%
22-10	ONLY	1.93%
22-11	ONLY	1.93%
23-00	ONLY	1.93%
23-01	ONLY	1.93%
23-02	ONLY	1.93%
23-03	ONLY	1.94%
23-04	ONLY	1.94%
23-05	ONLY	1.94%
23-06	ONLY	1.94%
23-07	ONLY	1.95%
23-08	ONLY	1.95%
23-09	ONLY	1.95%
23-10	ONLY	1.95%
23-11	ONLY	1.95%
24-00	ONLY	1.96%
24-01	ONLY	1.96%
24-02	ONLY	1.96%
24-03	ONLY	1.96%
24-04	ONLY	1.97%
24-05	ONLY	1.97%
24-06	ONLY	1.97%
24-07	ONLY	1.97%
24-08	ONLY	1.97%
24-09	ONLY	1.98%
24-10	ONLY	1.98%
24-11	ONLY	1.98%
25-00	ONLY	1.98%
25-01	ONLY	1.99%
25-02	ONLY	1.99%

From (Year-Month)	Through (Year-Month)	Rate
25-03	ONLY	1.99%
25-04	ONLY	1.99%
25-05	ONLY	1.99%
25-06	ONLY	2.00%
25-07	ONLY	2.00%
25-08	ONLY	2.00%
25-09	ONLY	2.00%
25-10	ONLY	2.00%
25-11	ONLY	2.00%
26-00	ONLY	2.01%
26-01	ONLY	2.01%
26-02	ONLY	2.01%
26-03	ONLY	2.01%
26-04	ONLY	2.01%
26-05	ONLY	2.01%
26-06	ONLY	2.01%
26-07	ONLY	2.02%
26-08	ONLY	2.02%
26-09	ONLY	2.02%
26-10	ONLY	2.02%
26-11	ONLY	2.02%
27-00	ONLY	2.02%
27-01	ONLY	2.02%
27-02	ONLY	2.02%
27-03	ONLY	2.02%
27-04	ONLY	2.02%
27-05	ONLY	2.03%
27-06	ONLY	2.03%
27-07	ONLY	2.03%
27-08	ONLY	2.03%
27-09	ONLY	2.03%
27-10	ONLY	2.03%
27-11	ONLY	2.03%
28-00	ONLY	2.03%
28-01	ONLY	2.03%
28-02	ONLY	2.03%
28-03	ONLY	2.03%
28-04	ONLY	2.03%
28-05	ONLY	2.03%
28-06	ONLY	2.03%
28-07	ONLY	2.03%
28-08	ONLY	2.03%
28-09	ONLY	2.04%
28-10	ONLY	2.04%
28-11	ONLY	2.04%
29-00	ONLY	2.04%
29-01	ONLY	2.04%
29-02	ONLY	2.04%
29-03	ONLY	2.04%
29-04	ONLY	2.04%
29-05	ONLY	2.04%
29-06	ONLY	2.04%
29-07	ONLY	2.04%
29-08	ONLY	2.04%
29-09	ONLY	2.04%
29-10	ONLY	2.04%
29-11	ONLY	2.04%
30-00	40-00	2.04%

ANNEX 1

IRREVOCABLE INSTRUCTION/WIFIA CASH FLOW CERTIFICATE ANNEX I

See attached.

List of Designated WIFIA Participant Loans (for Cash Flow Certificate and Irrevocable Instructions)

ANNEX 1

Loan No.	WIFIA Participant	Program	Allocable SRF[1]	Eligible Project*[2]	Original Loan Amount[3]	Additional Subsidy Forgivable Loan from SRF Fund	Principal Repaid[4]	Outstanding WIFIA Participant Loan* Amount[5]	Closing Date (or Projected Closing Date[6])	Loan Status	Final Payment Include this Payment Date* Cycle[7]	WIFIA Participant Loan Interest Rate[8]
1	Schneider, Town of	SRF	WW Allocation	Yes	$ 877,600	$ 650,000	$ 2,500	$ 225,100	12/15/16	Closed	1/15/2037	2.00%
2	Winchester, City of	SRF	WW Allocation	Yes	1,600,000	-	135,595	1,464,405	11/28/16	Closed	7/15/2037	2.00%
3	Woodburn, City of	SRF	WW Allocation	Yes	7,163,000	500,000	158,000	6,505,000	12/15/17	Closed	1/15/2040	2.00%
4	Woodburn, City of	SRF	WW Allocation	Yes	402,000	-	7,000	395,000	12/15/17	Closed	1/15/2053	2.30%
5	Uniondale, Town of	SRF	WW Allocation	Yes	735,000	500,000	14,000	221,000	12/15/17	Closed	1/15/2038	2.00%
6	CWA Authority, Inc.	SRF	WW Allocation	Yes	163,526,839	-	6,600,100	156,926,739	07/21/17	Closed	7/15/2047	3.53%
7	Attica, City of	SRF	WW Allocation	Yes	4,534,000	-	122,000	4,412,000	02/20/18	Closed	1/15/2038	2.00%
8	Warsaw, City of	SRF	WW Allocation	Yes	9,463,000	-	186,000	9,277,000	12/15/17	Closed	7/15/2052	2.30%
9	Shirley, Town of	SRF	WW Allocation	Yes	792,000	-	12,000	780,000	09/20/18	Closed	1/15/2038	2.25%
10	Greenwood, City of	SRF	WW Allocation	Yes	29,137,000	-	359,000	28,778,000	11/20/18	Closed	1/15/2054	2.55%
11	Evansville, City of	SRF	WW Allocation	Yes	35,020,000	-	-	35,020,000	12/04/18	Closed	7/15/2040	2.90%
12	Evansville, City of	SRF	WW Allocation	Yes	72,335,000	-	-	72,335,000	12/04/18	Closed	7/15/2053	3.32%
13	Montpelier, City of	SRF	WW Allocation	No	3,434,000	-	-	3,434,000	06/19/19	Closed	1/15/2054	2.00%
14	Montpelier, City of	SRF	WW Allocation	No	1,722,000	-	-	1,722,000	06/19/19	Closed	1/15/2054	2.10%
15	Jasonville, City of	SRF	DW Allocation	Yes	1,200,000	-	46,000	1,154,000	08/30/17	Closed	7/15/2038	2.00%
16	Greentown, Town of	SRF	DW Allocation	Yes	2,250,000	1,090,000	2,000	1,158,000	06/19/17	Closed	1/15/2037	2.25%
17	Hillsdale Water Corporation	SRF	DW Allocation	Yes	1,141,000	814,000	21,000	306,000	03/09/17	Closed	1/15/2037	2.00%
18	Marshall, Town of	SRF	DW Allocation	Yes	893,000	700,000	2,000	191,000	12/15/16	Closed	1/15/2037	2.00%
19	Greensburg, City of	SRF	DW Allocation	Yes	22,715,000	-	-	22,715,000	06/11/19	Closed	1/15/2041	3.06%
20	Walkerton, Town of	SRF	DW Allocation	Yes	7,184,000	2,850,000	7,000	4,327,000	12/20/18	Closed	7/15/2040	2.00%
21	Crown Point, City of	SRF	DW Allocation	Yes	9,181,383	-	94,583	9,086,800	12/14/18	Closed	1/15/2039	0.00%
22	Delphi, City of	SRF	DW Allocation	Yes	7,420,000	-	-	7,420,000	12/12/18	Closed	7/15/2053	3.55%
23	Fort Wayne, City of	SRF	DW Allocation	No	7,500,000	-	-	7,500,000	08/08/19	Closed	7/15/2054	0.00%
24	Watson Water Company, Inc.	Supplemental Fund	WW or DW Allocation	No	1,060,000	-	10,000	1,050,000	12/12/18	Closed	1/15/2039	3.55%
25	Bargersville, Town of	Supplemental Fund	WW or DW Allocation	No	621,107	-	403,628	217,479	11/20/17	Closed	1/15/2026	2.26%
26	Paragon, Town of	Supplemental Fund	WW or DW Allocation	No	618,600	-	251,600	367,000	06/27/12	Closed	1/15/2027	2.00%
27	Bunker Hill, Town of	Supplemental Fund	WW or DW Allocation	No	1,491,000	-	417,000	1,074,000	06/17/14	Closed	1/15/2030	2.00%
28	Chesterton, Town of	Supplemental Fund	WW or DW Allocation	No	209,000	-	38,500	170,500	07/27/15	Closed	7/15/2035	0.00%
29	St. Joseph County RWSD	Supplemental Fund	WW or DW Allocation	No	200,000	-	-	200,000	01/27/17	Closed	1/15/2035	0.00%
30	Luce Township RSD	Supplemental Fund	WW or DW Allocation	No	1,297,000	-	155,000	1,142,000	04/02/18	Closed	1/15/2031	2.00%
31	CWA Authority, Inc.	SRF	WW Allocation	Yes	170,000,000	-	-	170,000,000	Oct. 2019	Proposed	1/15/2050	2.90%
32	Evansville, City of	SRF	WW Allocation	Yes	75,000,000	-	-	75,000,000	Dec. 2019	Proposed	7/15/2041	2.90%
33	Tipton, City of	SRF	WW Allocation	No	6,675,000	-	-	6,675,000	Oct. 2019	Proposed	7/15/2054	2.55%
34	Patoka, Town of	SRF	DW Allocation	Yes	150,000	-	-	150,000	Dec. 2020	Proposed	1/15/2040	0.00%
35	CWA Authority, Inc.	SRF	WW Allocation	Yes	213,973,161	-	-	213,973,161	Oct. 2021	Proposed	1/15/2056	2.33%
36	Lawrence, City of	SRF	DW Allocation	Yes	10,486,500	-	-	10,486,500	Feb. 2020	Proposed	1/15/2055	2.33%
37	Crown Point, City of	SRF	DW Allocation	Yes	12,000,000	-	-	12,000,000	Dec. 2019	Proposed	7/15/2054	2.30%
38	Greenwood, City of	SRF	WW Allocation	Yes	33,600,000	-	-	33,600,000	Apr. 2020	Proposed	1/15/2055	2.30%
39	Delphi, City of	SRF	DW Allocation	Yes	17,580,000	-	-	17,580,000	Feb. 2020	Proposed	1/15/2055	2.30%
				Subtotal - Eligible Projects	$ 910,359,483			$ 919,038,684	Total WIFIA Participant Loans pledged under WIFIA Alterative Indenture			
				Subtotal - Not Designated as Eligible Projects	24,827,707							
				Total Projects	$ 935,187,190							

Subject to the Footnotes on page 2.

Footnotes

RSD or RSWD - Denotes a regional sewer district under Indiana law.

* Denotes as defined in the WIFIA Loan Agreement dated September 6, 2019 between the Indiana Finance Authority and USEPA.

1 WW Allocation means (1) the interest payment on this WIFIA Participant Loan is to be deposited upon receipt in the WIFIA Subaccount of the Alternative Wastewater Participant Loan Interest Account of the WW Indenture and (2) the principal payment on this WIFIA Participant Loan is to be deposited upon receipt in the WIFIA Subaccount of the Alternative Wastewater Participant Loan Principal Account of the WW Indenture, each of which are available to pay debt service on the WIFIA Alternative Bonds that has been allocated to the Wastewater Program by the Program Representative.
DW Allocation means (1) the interest payment on this WIFIA Participant Loan is to be deposited upon receipt in the WIFIA Subaccount of the Alternative Drinking Water Participant Loan Interest Account of the DW Indenture and (2) the principal payment on this WIFIA Participant Loan is to be deposited upon receipt in the WIFIA Subaccount of the Alternative Drinking Water Participant Loan Principal Account of the DW Indenture, each of which are available to pay debt service on the WIFIA Alternative Bonds that has been allocated to the Drinking Water Program by the Program Representative.
WW or DW Allocation means the principal and interest payments on this WIFIA Participant Loan are to be deposited upon receipt in the Supplemental Fund under the WIFIA Trust Indenture, which is available to pay debt service on the WIFIA Alternative Bonds.

2 The original aggregate principal amount of these WIFIA Participant Loans, when and as to the extent disbursed and made available by the Indiana Finance Authority for costs of these WIFIA Eligible Projects, will establish the amount of the WIFIA Participant Loans made for purposes of determining whether a "Development Default" occurs under the WIFIA Loan Agreement.

3 These amounts are the aggregate amount of financial assistance made (or expected to be made) available to the WIFIA Participants by the Indiana Finance Authority pursuant to Financial Agreements* dated as of the listed closing date, or projected closing date, as applicable.

4 These amounts are the aggregate principal payments made on the respective WIFIA Participant Loans (as of June 30, 2019); additional principal payments have been made on certain of the WIFIA Participant Loans after June 30, 2019 through and including any made on the Effective Date.*

5 These amounts are the aggregate outstanding principal amount of the WIFIA Participant Loans (as of June 30, 2019 and assuming the financial assistance made, or expected to be made, available to the WIFIA Participant by the Indiana Finance Authority pursuant to the Financial Agreement, dated as of the listed closing date, or projected closing date, as applicable, are disbursed thereunder). Such principal amount of each respective WIFIA Participant Loan is payable pursuant to one or more bonds or notes of the WIFIA Participant dates as of the listed closing date, or projected closing date, as applicable.

6 Dates as of which the WIFIA Participants and the Indiana Finance Authority entered into (or are projected to enter into) the Financial Agreements related to the WIFIA Participant Loans and as of which one or more bonds or notes of the respective WIFIA Participants were issued and delivered (or are projected to be issued and delivered) by each respective WIFIA Participant to the Indiana Finance Authority.

7 The final payment under each respective Financial Agreement related to a WIFIA Participant Loan (and the related bonds or notes of such WIFIA Participant) is to be made within the 6 month period preceding the respective listed date, which date is the final 6-month cycle for which Cash Flow Sufficiency* will be determined by the Indiana Finance Authority by including such respective payments thereunder.

8 Per annum interest on the bonds or notes of the respective WIFIA Participant Loan as issued (or projected to be issued) by each respective WIFIA Participant.

EXHIBIT A

FORM OF WIFIA ALTERNATIVE SUPPLEMENTAL INDENTURE (INCLUDING THE FORM OF WIFIA REVENUE BONDS)

See attached.

SERIES 2019-1 (WIFIA) AND SERIES 2019-2 (WIFIA)
SUPPLEMENTAL INDENTURE OF TRUST

Dated as of September 1, 2019

between

INDIANA FINANCE AUTHORITY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

Re:

$436,000,000
INDIANA FINANCE AUTHORITY
TAXABLE WIFIA ALTERNATIVE PROGRAM REVENUE BOND,
SERIES 2019-1

AND

INDIANA FINANCE AUTHORITY
TAXABLE WIFIA ALTERNATIVE PROGRAM REVENUE BOND,
SERIES 2019-2

Supplementing

WIFIA Alternative Indenture of Trust
Dated as of September 1, 2019

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SUPPLEMENTAL INDENTURE OF TRUST

THIS SERIES 2019-1 (WIFIA) AND SERIES 2019-2 (WIFIA) SUPPLEMENTAL INDENTURE OF TRUST, dated as of September 1, 2019 (the "Series 2019-1/2 Supplemental Indenture"), between the Indiana Finance Authority, a public body politic and corporate, not a state agency, but an independent public instrumentality of the State of Indiana exercising essential public functions (the "Finance Authority"), duly organized and validly existing under Indiana Code 5-1.2 *et seq*. (as from time to time amended, the "Finance Authority Act"), and The Bank of New York Mellon Trust Company, N.A., as trustee (the "WIFIA Alternative Trustee"):

WITNESSETH:

Recitals

(1) WHEREAS, the Finance Authority has heretofore executed and delivered a WIFIA Alternative Indenture of Trust, dated as of September 1, 2019 (as supplemented to the date hereof, the "WIFIA Alternative Indenture") with the WIFIA Alternative Trustee; and

(2) WHEREAS, in connection with its roles in administering, managing and financing the SRF Programs, the Finance Authority has executed and delivered a Seventh Amended and Restated Wastewater SRF Trust Indenture, dated as of September 1, 2019 (as supplemented and amended to the date hereof, the "Wastewater Indenture") and has executed and delivered a Fourth Amended and Restated Drinking Water SRF Trust Indenture, dated as of September 1, 2019 (as supplemented and amended to the date hereof, the "Drinking Water Indenture" and, together with the Wastewater Indenture, the "SRF Indentures"); and

(3) WHEREAS, Section 2.02 of the WIFIA Alternative Indenture provides that the Finance Authority may issue the Series 2019-1/2 Bonds; and

(4) WHEREAS, the Finance Authority has determined that it is necessary and advantageous that the Finance Authority issue the Indiana Finance Authority WIFIA Taxable Alternative Program Revenue Bond, Series 2019-1 (the "Series 2019-1 Bond") and the Indiana Finance Authority WIFIA Taxable Alternative Program Revenue Bond, Series 2019-2 (the "Series 2019-2 Bond," and with the Series 2019-1 Bond, the "Series 2019-1/2 Bonds"), the proceeds from which are to provide moneys to finance the Project, to, among other things, fund the Project and thereby carry out the purposes of the Finance Authority.

NOW, THEREFORE, THIS SERIES 2019-1/2 SUPPLEMENTAL INDENTURE WITNESSETH:

Series 2019-1/2 Granting Clauses

The Finance Authority, in consideration of the premises and the acceptance by the WIFIA Alternative Trustee of the trusts created in the WIFIA Alternative Indenture and herein and in consideration of the purchase and acceptance of the Series 2019-1/2 Bonds by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby

acknowledged, in order to secure on a first lien basis the payment of the principal of and interest on the Series 2019-1/2 Bonds, with the rights of a holder of a WIFIA Alternative Bond in respect of the WIFIA Alternative Trust Estate under the WIFIA Alternative Indenture, and to secure on a first lien basis the performance and observance by the Finance Authority of all covenants expressed or implied herein, in the Series 2019-1/2 Bonds and in the WIFIA Loan Agreement, does hereby assign and pledge, and grant a first priority security interest in, the rights, interests, properties, monies and other assets described in the following Series 2019-1/2 Granting Clauses (the "Series 2019-1/2 WIFIA Trust Estate") to the WIFIA Alternative Trustee and its successors in trust and assigns forever, for the securing on a first lien basis of the performance of the obligations of the Finance Authority hereinafter set forth, such assignment, pledge and security interest, as described in the following Series 2019-1/2 Granting Clauses, to be effective as set forth in IC 5-1.2-4-12 and IC 5-1-14-4:

Series 2019-1/2 Granting Clause FIRST

All the rights of the Finance Authority in the WIFIA Participant Loans, including the Alternative Participant Loan Principal Payments and Alternative Participant Loan Interest Payments therefrom, pledged as security to the holders of the WIFIA Alternative Bonds hereunder and under the WIFIA Alternative Indenture, as required by the WIFIA Loan Agreement and the Irrevocable Instruction;

Series 2019-1/2 Granting Clause SECOND

All Assets now or hereafter held in the WIFIA Alternative Bond Fund;

Series 2019-1/2 Granting Clause THIRD

Assets now or hereafter held in the WIFIA Reserve, the WIFIA Support Accounts, the WIFIA Subaccount of each of the Alternative Wastewater Participant Loan Interest Account, the Alternative Wastewater Participant Loan Principal Account, the Alternative Drinking Water Participant Loan Interest Account and the Alternative Drinking Water Participant Loan Principal Account (except to the extent such Assets may be transferred to other Wastewater Accounts in accordance with Section 3.04 of the Wastewater Indenture or other Drinking Water Accounts in accordance with Section 3.04 of the Drinking Water Indenture as Permitted Transfers consistent with the WIFIA Loan Agreement);

Series 2019-1/2 Granting Clause FOURTH

All funds, accounts and moneys hereinafter pledged to the WIFIA Alternative Trustee as security by the Finance Authority under the WIFIA Alternative Indenture to the extent of that pledge, including the WIFIA Account of the Supplemental Fund; (except to the extent such Assets may be transferred in accordance with the WIFIA Loan Agreement, the Wastewater Indenture, the Drinking Water Indenture and the WIFIA Alternative Indenture as Permitted Transfers);

TO HAVE AND TO HOLD all and singular the Series 2019-1/2 WIFIA Trust Estate, whether now owned or hereafter acquired, unto the WIFIA Alternative Trustee and its respective successors in trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trust herein set forth, subject to the Series 2019-1/2 Granting Clauses, so that the Series 2019-1/2 WIFIA Trust Estate shall be held for the equal benefit, security and protection of the present and future owners of the Series 2019-1/2 Bonds issued under and secured by this Series 2019-1/2 Supplemental Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Series 2019-1/2 Bonds over any of the other Series 2019-1/2 Bonds, except as expressly provided herein;

PROVIDED HOWEVER, that if the Finance Authority shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of in accordance with Section 9.01 of the WIFIA Alternative Indenture, all of the outstanding principal of and interest on the Series 2019-1/2 Bonds and all other sums of money due or to become due according to the provisions hereof and of the WIFIA Loan Agreement and the Finance Authority has complied with Article IX of the WIFIA Alternative Indenture, then this Series 2019-1/2 Supplemental Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Series 2019-1/2 Supplemental Indenture to be and remain in full force and effect.

ARTICLE I.

AUTHORITY, DEFINITIONS

Section 1.01. Series 2019-1/2 Supplemental Indenture

This Series 2019-1/2 Supplemental Indenture is executed and delivered in accordance with Article II, Section 2.02, and Article XII of the WIFIA Alternative Indenture, and pursuant to the Act. The WIFIA Alternative Indenture, as supplemented by this Series 2019-1/2 Supplemental Indenture, and this Series 2019-1/2 Supplemental Indenture are ratified and approved.

Section 1.02. Definitions

(a) All terms which are defined in Article I of the WIFIA Alternative Indenture shall have the same meanings in this Series 2019-1/2 Supplemental Indenture unless a different meaning is clearly required.

(b) "WIFIA Accounts" shall have the meaning given such term in the WIFIA Loan Agreement.

(c) "Dated Date" means, as applicable, the date of the authentication and delivery of the Series 2019-1 Bond or the Series 2019-2 Bond.

(d) "Project" shall have the meaning given such term in the WIFIA Loan Agreement.

(e) "Purchaser" means the United States Environmental Protection Agency, acting by and through its Administrator, or its assignees pursuant to the terms of the WIFIA Loan Agreement.

(f) "Record Date" means, with respect to any Interest Payment Date, the 1st day of the calendar month in which an Interest Payment Date occurs.

(g) "Requisition" shall have the meaning given such term in the WIFIA Loan Agreement.

(h) "Series 2019-1 Bond" means the bond authorized by Section 2.01.

(i) "Series 2019-2 Bond" means the bond authorized by Section 2.01.

(j) "Series 2019-1/2 Bonds" means the Series 2019-1 Bond and the Series 2019-2 Bond.

(k) "Series 2019-1/2 WIFIA Alternative Bond Account" means the Account of the WIFIA Alternative Bond Fund established for the Series 2019-1 Bond and Series 2019-2 Bond in Section 2.11(a) hereof.

(l) "Series 2019-1/2 WIFIA Alternative Purchase Accounts" means the WIFIA Subaccount of the Alternative Wastewater Purchase Account and the WIFIA Subaccount of the Alternative Drinking Water Purchase Account created pursuant to the Wastewater Indenture and the Drinking Water Indenture, respectively.

(m) "Series 2019-1/2 Supplemental Indenture" means this Series 2019-1/2 (WIFIA) Supplemental Indenture of Trust dated as of September 1, 2019, between the Finance Authority and the WIFIA Alternative Trustee, which supplements the WIFIA Alternative Indenture.

(n) "WIFIA Loan Agreement" means the WIFIA Loan Agreement between the Finance Authority and the Purchaser dated as of September 6, 2019.

(End of Article I)

ARTICLE II.

AUTHORIZATION, ISSUANCE OF SERIES 2019-1 Bond

Section 2.01. Issuance of Series 2019-1 Bond and Series 2019-2 Bond

There is hereby authorized to be issued a series of WIFIA Alternative Bonds entitled "Indiana Finance Authority WIFIA Taxable Alternative Program Revenue Bond, Series 2019-1" and a series of WIFIA Alternative Bonds entitled "Indiana Finance Authority WIFIA Taxable Alternative Program Revenue Bond, Series 2019-2."

Section 2.02. Principal Amount of Series 2019-1 Bond; Principal Amount of Series 2019-2 Bond

The principal amount of the Series 2019-1 Bond that may be issued, authenticated and outstanding at any time under this Series 2019-1/2 Supplemental Indenture shall not exceed, in the aggregate, $349,000,000. The principal amount of the Series 2019-2 Bond that may be issued, authenticated and outstanding at any time under this Series 2019-1/2 Supplemental Indenture shall not exceed, in the aggregate, $87,000,000.

Section 2.03. Purpose, Disposition of Series 2019-1/2 Bonds

The purpose for issuing the Series 2019-1/2 Bonds is to provide continued funding for the Project by, among other things, making the deposits provided for in this Series 2019-1/2 Supplemental Indenture. The Series 2019-1/2 Bonds shall be issued as WIFIA Alternative Bonds on a draw basis under Section 2.02 of the WIFIA Alternative Indenture, and shall be disbursed pursuant to and in accordance with Section 4 of the WIFIA Loan Agreement. Following delivery of the Series 2019-1/2 Bonds, the Finance Authority shall cause to be delivered to the WIFIA Alternative Trustee in connection with each Requisition delivered pursuant to the WIFIA Loan Agreement instructions, consistent with the WIFIA Loan Agreement, as to the Funds and Accounts created and existing under the WIFIA Alternative Indenture and this Series 2019-1/2 Supplemental Indenture into which the proceeds of the Series 2019-1/2 Bonds shall be deposited when received from the Purchaser pursuant to each such Requisition.

Section 2.04. General Description of Series 2019-1/2 Bonds

The Series 2019-1/2 Bonds shall be issuable as fully registered bonds in denominations of $1.00 and shall be numbered from 1R-1 or 2R-1, as applicable, upward.

The Series 2019-1/2 Bonds shall carry as their original date the Dated Date, and shall also carry the date on which it is authenticated. The Series 2019-1/2 Bonds shall bear interest on the amount of principal advanced from the date of disbursement thereof. The Series 2019-1/2 Bonds shall bear interest as set forth in Section 6 of the WIFIA Loan Agreement.

Interest on the Series 2019-1/2 Bonds shall be payable on January 15 and July 15 of each year, commencing on the first January 15 or July 15 following the first date on which principal is advanced on each such Series 2019-1/2 Bond, until the Series 2019-1/2 Bonds are paid.

Interest on the Series 2019-1/2 Bonds shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

Principal on the Series 2019-1/2 Bonds shall be payable on January 15 in the years and amounts, and shall bear interest at the WIFIA Interest Rate (as defined in the WIFIA Loan Agreement), all as provided in **Exhibit G** of the WIFIA Loan Agreement and such principal amounts may be modified as provided in Section 9 of the WIFIA Loan Agreement.

Section 2.05. Place of Payment

The principal of the Series 2019-1/2 Bonds shall be payable in the manner and at the place provided in the WIFIA Loan Agreement in accordance with Section 9(d) and **Schedule IV** of the WIFIA Loan Agreement and **Exhibit G** to the WIFIA Loan Agreement, as revised from time to time in accordance with the WIFIA Loan Agreement, until paid in full. Payment of the interest on the Series 2019-1/2 Bonds shall be made to the person appearing on the bond registration books of the WIFIA Alternative Trustee as the registered owner thereof at the close of business on the Record Date directly preceding such Interest Payment Date and shall be paid in accordance with Section 9(d) and **Schedule IV** of the WIFIA Loan Agreement and **Exhibit G** to the WIFIA Loan Agreement.

Section 2.06. Redemption Prices, Terms, Notice Provisions

(a) The Series 2019-1/2 Bonds are subject to mandatory and optional redemption and prepayment prior to maturity, in whole or in part, in the manner provided in the WIFIA Alternative Indenture and Section 10 of the WIFIA Loan Agreement, on any date at the Redemption Price equal to 100% of the principal amount of the applicable Series 2019-1/2 Bond to be redeemed, plus accrued interest to the redemption date. The amount of any such prepayment shall be recorded in the respective Series 2019-1/2 Bond, as applicable, consistent with the requirements of the WIFIA Loan Agreement.

(b) In the event the Series 2019-1 Bond or Series 2019-2 Bond is called for redemption, the WIFIA Alternative Trustee shall give notice not less than ten (10) and not more than thirty (30) days prior to the date fixed for redemption to the owners of the Series 2019-1 Bond or Series 2019-2 Bond, as applicable, or portions thereof to be redeemed by sending a copy of a redemption notice, in accordance with Section 36 of the WIFIA Loan Agreement, to such owners at their last address appearing on the registration books maintained by the WIFIA Alternative Trustee on the date selected by the WIFIA Alternative Trustee.

Section 2.07. Sale, Delivery of Series 2019-1 Bond

Upon the execution and delivery of this Series 2019-1/2 Supplemental Indenture and compliance with Section 2.02 of the WIFIA Alternative Indenture, the Finance Authority shall execute and deliver to the WIFIA Alternative Trustee, and the WIFIA Alternative Trustee shall authenticate, the Series 2019-1 Bond and the Series 2019-2 Bond and deliver them to the Purchaser.

Section 2.08. Form of Series 2019-1/2 Bonds

The Series 2019-1/2 Bonds and the WIFIA Alternative Trustee's certificate of authentication to be endorsed on the Series 2019-1/2 Bonds are to be in substantially the form set out as Attachment 1, with the proper series designation and with necessary and appropriate variations, omissions and insertions as are permitted by the WIFIA Alternative Indenture and agreed to by the Purchaser.

Section 2.09. Execution

The Series 2019-1/2 Bonds shall be executed on behalf of the Finance Authority with the manual or facsimile signature of its Chair or Vice Chair and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Finance Authority, which seal shall be attested by the manual or facsimile signature of the Public Finance Director. In case any Authorized Finance Authority Officer whose signature or whose facsimile signature shall appear on the Series 2019-1/2 Bonds shall cease to be such officer before the delivery of such Series 2019-1/2 Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Series 2019-1/2 Bonds may be executed and attested on behalf of the Finance Authority by such officer as at the time of the execution of such Series 2019-1/2 Bonds shall be duly authorized or hold the proper office of the Finance Authority although at the date borne by the Series 2019-1/2 Bonds or at the date of delivery of the Series 2019-1/2 Bonds, such officer may not have been so authorized or have held such office.

Section 2.10. Book Entry Form

(a) The Series 2019-1/2 Bonds will initially not be issued in book-entry form. The Series 2019-1/2 Bonds may, upon the written request of the Purchaser and the approval of the Chair of the Finance Authority or the Public Finance Director, be held in book-entry form on the books of the Clearing Agency. The Finance Authority and the WIFIA Alternative Trustee may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the owners of the Series 2019-1/2 Bonds, as are necessary or appropriate to accomplish or recognize such book-entry form Series 2019-1/2 Bonds.

(b) So long as the Series 2019-1/2 Bonds are held in book-entry form on the books of the Clearing Agency, then (1) the Series 2019-1/2 Bonds may be registered upon the books kept by the WIFIA Alternative Trustee in the name of such Clearing Agency, or any nominee thereof, including Cede & Co., as nominee of The Depository Trust Company; (2) the Clearing Agency in whose names the Series 2019-1/2 Bonds are so registered shall be, and the Finance Authority and the WIFIA Alternative Trustee may deem and treat such Clearing Agency as, the absolute owner and holder of such Series 2019-1/2 Bonds, for all purposes of the WIFIA Alternative Indenture, including, without limitation, the receiving of payment of the principal of and premium, if any, on and interest on such Series 2019-1/2 Bonds, the receiving of notice and giving of consent; (3) neither the Finance Authority nor the WIFIA Alternative Trustee shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17A of the Securities Exchange Act of 1934, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant

holds any interest in such Series 2019-1/2 Bonds, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in such Series 2019-1/2 Bonds or any responsibility or obligation hereunder with respect to the receiving of payment of principal of or premium, if any, or interest on any Series 2019-1/2 Bonds, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not required to present such Series 2019-1/2 Bonds called for partial redemption prior to receiving payment so long as the WIFIA Alternative Trustee and the Clearing Agency have agreed to the method for noting such partial redemption.

(c) If either (1) the Finance Authority receives notice from the Clearing Agency which is then the registered owner of the Series 2019-1/2 Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the Series 2019-1/2 Bonds or (2) the Finance Authority elects to discontinue its use of such Clearing Agency as a Clearing Agency for the Series 2019-1/2 Bonds, then the Finance Authority and WIFIA Alternative Trustee each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the Series 2019-1/2 Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the Series 2019-1/2 Bonds and to transfer the ownership of the Series 2019-1/2 Bonds to such person or persons, including any other Clearing Agency, as the holder of the Series 2019-1/2 Bonds may direct in accordance with the WIFIA Alternative Indenture. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the Series 2019-1/2 Bonds, shall be paid by the Finance Authority.

(d) If the Series 2019-1/2 Bonds are held in book-entry form on the books of a Clearing Agency, the WIFIA Alternative Trustee shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owners of the Series 2019-1/2 Bonds, as of a record date selected by the WIFIA Alternative Trustee. For purposes of determining whether the consent, advice, direction or demand of a registered owner of the Series 2019-1/2 Bonds has been obtained, the WIFIA Alternative Trustee shall be entitled to treat the beneficial owners of the Series 2019-1/2 Bonds as the Bondholders and any consent, request, direction, approval, objection or other instrument of such beneficial owner may be obtained in the same fashion described in Section 13.01 of the WIFIA Alternative Indenture.

(e) Notwithstanding anything in the WIFIA Alternative Indenture or this Series 2019-1/2 Supplemental Indenture to the contrary, if the Series 2019-1/2 Bonds are held in book-entry form on the books of a Clearing Agency, the rules and regulations affecting such Clearing Agency and securities such as the Series 2019-1/2 Bonds shall govern the payment, redemption and transfer of the Series 2019-1/2 Bonds, together with interest thereon.

Section 2.11. Series 2019-1/2 Account Provisions

(a) WIFIA Alternative Bond Fund. The Finance Authority hereby directs the WIFIA Alternative Trustee to transfer amounts to the WIFIA Alternative Bond Fund in the manner provided in Article VI of the WIFIA Alternative Indenture and paragraph 2 of the Irrevocable Instruction. The Finance Authority hereby directs the WIFIA Alternative Trustee to establish the Series 2019-1/2 WIFIA Alternative Bond Account within the WIFIA Alternative Bond Fund.

Principal and interest on the Series 2019-1/2 Bonds shall be paid pursuant to Section 6.04 of the WIFIA Alternative Indenture. Moneys for the payment of the Series 2019-1/2 Bonds shall be from the Accounts specified in Section 6.04 of the WIFIA Alternative Indenture for the payment of WIFIA Alternative Bonds, including the WIFIA Alternative Bond Fund.

(b) WIFIA Subaccounts of the Wastewater Purchase Account and Drinking Water Purchase Account. The Finance Authority has, pursuant to the Drinking Water Indenture and the Wastewater Indenture, respectively, created the WIFIA Subaccount of the Alternative Wastewater Purchase Account and the WIFIA Subaccount of the Alternative Drinking Water Purchase Account, and hereby directs the WIFIA Alternative Trustee to transfer Assets to the WIFIA Subaccount of the Alternative Wastewater Purchase Account and the WIFIA Subaccount of the Alternative Drinking Water Purchase Account in the manner provided in Section 2.03 hereof.

(c) WIFIA Accounts. The Finance Authority has, pursuant to the Drinking Water Indenture and the Wastewater Indenture, respectively, created the WIFIA Subaccount of each of the Alternative Drinking Water Participant Loan Principal Account, the Alternative Drinking Water Participant Loan Interest Account, the Alternative Wastewater Participant Loan Principal Account and the Alternative Wastewater Participant Loan Interest Account, and hereby directs the WIFIA Alternative Trustee to transfer Assets to the WIFIA Subaccount of each of the Alternative Drinking Water Participant Loan Principal Account, the Alternative Drinking Water Participant Loan Interest Account, the Alternative Wastewater Participant Loan Principal Account and the Alternative Wastewater Participant Loan Interest Account in the manner provided in Section 6.04 of the WIFIA Alternative Indenture.

(d) Pledge. The Assets held in the WIFIA Accounts are hereby pledged to and are security for the Series 2019-1/2 Bonds only and are not pledged to and shall not be security for any other WIFIA Alternative Bonds or Primary Bonds except to the extent set forth in the proviso in the following sentence. The Series 2019-1/2 Bonds shall be WIFIA Alternative Bonds, outstanding as of the Dated Date under the WIFIA Alternative Indenture; provided that the Authority may pledge amounts thereunder to the extent such amounts become available for release as Permitted Transfers under the WIFIA Loan Agreement with such pledge effective as of the date of execution hereof. In addition, the Series 2019-1/2 Bonds are secured by the WIFIA Alternative Trust Estate on a senior basis, not subordinate to any other instrument or obligation.

(End of Article II)

ARTICLE III.

MISCELLANEOUS

Section 3.01. Priority

Payments in respect of the Series 2019-1/2 Bonds from the WIFIA Alternative Trust Estate shall not be subordinate to payments in respect of any other WIFIA Alternative Bonds or Primary Bonds. Amounts that become available for release as Permitted Transfers shall not constitute a part of the WIFIA Alternative Trust Estate. Nothing in the WIFIA Alternative Indenture or any WIFIA Alternative Supplemental Indenture shall restrict the Finance Authority from pledging amounts that become available for release as Permitted Transfers under the WIFIA Loan Agreement to secure other WIFIA Alternative Bonds or Primary Bonds on the date of execution hereof.

Section 3.02. Indemnification of WIFIA Alternative Trustee

In any case under the WIFIA Alternative Indenture or any Supplemental Indenture (including this Series 2019-1/2 Supplemental Indenture) where the Purchaser would be required to provide to the WIFIA Alternative Trustee indemnification satisfactory to the WIFIA Alternative Trustee prior to the WIFIA Alternative Trustee's taking certain actions, such indemnification shall instead be provided by the Finance Authority. The WIFIA Alternative Trustee shall not refuse to take any action under the WIFIA Alternative Indenture or this Series 2019-1/2 Supplemental Indenture (or delay any such action) on the basis that any indemnification required by the WIFIA Alternative Trustee is being provided by the Finance Authority in lieu of the Purchaser.

Section 3.03. Remedies

(a) Upon an Event of Default under (and as defined in) the WIFIA Loan Agreement, the Purchaser shall have the rights and remedies set forth in the WIFIA Loan Agreement and the WIFIA Alternative Trustee shall have no right to waive such rights or remedies without the prior instruction of the Purchaser.

(b) Any amounts recovered by the WIFIA Alternative Trustee or the Purchaser from the exercise of the remedies provided for hereunder or in the WIFIA Alternative Indenture in response to an Event of Default (as defined in the WIFIA Loan Agreement) shall be solely for the benefit of the Purchaser and not any other Bondholder so long as the Purchaser is the holder of any Series 2019-1/2 Bonds.

Section 3.04. Application; Ratification; Consent

All the provisions of the WIFIA Alternative Indenture, to the extent not inconsistent herewith, are incorporated into this Series 2019-1/2 Supplemental Indenture and made a part of this Series 2019-1/2 Supplemental Indenture. Notwithstanding any provision of this Series 2019-1/2 Supplemental Indenture to the contrary, all the provisions of the WIFIA Alternative Indenture, as supplemented by this Series 2019-1/2 Supplemental Indenture, shall remain in effect and enforceable by the WIFIA Alternative Trustee and the Holders of any WIFIA

Alternative Bonds issued under the WIFIA Alternative Indenture as provided by the terms thereof. To the extent not expressly provided herein, the Series 2019-1/2 Bonds shall be of such terms, conditions and provisions, shall be issued upon and subject to such terms and conditions, and shall be entitled to such rights and benefits, all as provided by the applicable terms, conditions and provisions of the WIFIA Alternative Indenture, as supplemented by this Series 2019-1/2 Supplemental Indenture, the Series 2019-1/2 Bonds, the SRF Indentures and the WIFIA Loan Agreement.

As a condition to their purchase, the holders of the Series 2019-1/2 Bonds are deemed to have accepted the provisions of the WIFIA Alternative Indenture, the Wastewater Indenture and the Drinking Water Indenture

Section 3.05. Execution, Counterparts

This Series 2019-1/2 Supplemental Indenture may be executed in counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

Section 3.06. Successors, Assigns

All covenants and agreements in this Series 2019-1/2 Supplemental Indenture by the Finance Authority shall bind its successors and assigns whether so expressed or not.

Section 3.07. Finance Authority Obligations

This Series 2019-1/2 Supplemental Indenture and the Finance Authority's obligations under this Series 2019-1/2 Supplemental Indenture and the Series 2019-1/2 Bonds does not constitute an obligation or indebtedness of the State within the meaning or application of any constitutional provision or limitation, but are obligations only of the Finance Authority to the extent provided in the WIFIA Alternative Indenture and Attachment 1.

Section 3.08. No Recourse

No officer, member, employee, director or agent of the Finance Authority shall be individually or personally liable for this Series 2019-1/2 Supplemental Indenture or any obligations of the Finance Authority hereunder or under the Series 2019-1/2 Bonds.

Section 3.09. Severability

If any provision of this Series 2019-1/2 Supplemental Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions hereof or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 3.10. Applicable Provisions of Law

This Series 2019-1/2 Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of Indiana.

(End of Article III)

IN WITNESS WHEREOF, the Finance Authority has caused this Series 2019-1/2 Supplemental Indenture to be executed on its behalf by its Chair and the seal of the Finance Authority to be hereunto affixed and duly attested by the Public Finance Director and the WIFIA Alternative Trustee, to evidence its acceptance of the trusts created under the WIFIA Alternative Indenture, has caused this Series 2019-1/2 Supplemental Indenture to be executed in its name by its duly authorized officers, all as of the day and year first above written.

INDIANA FINANCE AUTHORITY

By: _____
Cristopher R. Johnston, Chair

[SEAL]

Attest:

By: _____
Dan Huge,
Public Finance Director
of the State of Indiana

[Signature Page for Series 2019-1/2 (WIFIA) Supplemental Indenture of Trust]

THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A.
as WIFIA Alternative Trustee

By: _____

_____
Authorized Officer

By: _____

_____
Authorized Officer

[Signature Page for Series 2019-1/2 (WIFIA) Supplemental Indenture of Trust]

Attachment 1

FORM OF SERIES 2019-1/2 BOND

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND MAY NOT BE OFFERED OR SOLD IN CONTRAVENTION OF SAID ACT AND IS NOT TRANSFERABLE EXCEPT UPON REGISTRATION OF SUCH TRANSFER ON THE REGISTRATION BOOKS KEPT BY THE HEREIN NAMED REGISTRAR AND PAYING AGENT.

UNITED STATES OF AMERICA

STATE OF INDIANA

INDIANA FINANCE AUTHORITY

TAXABLE WIFIA ALTERNATIVE PROGRAM REVENUE
BOND, SERIES 2019-___ (WIFIA)

NO. __R-1 $_____,000,000

Maturity Date	Original Date	Authentication Date
See Schedule I	September 6, 2019	September 6, 2019

Registered Owner: United States Environmental Protection Agency, acting by and through its Administrator

Principal Amount: [_____]

Interest Rate: [_____]%, as adjusted in the manner provided in Section 6 of the Loan Agreement defined below.

The Indiana Finance Authority, a body politic and corporate, not a state agency, but an independent public instrumentality exercising essential public functions (the "Finance Authority"), organized under the laws of the State of Indiana, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount stated above, or so much thereof as has been advanced from time to time pursuant to that certain WIFIA Loan Agreement dated as of September 6, 2019, between the Finance Authority and the Registered Owner (the "Loan Agreement"), in lawful money of the United States of America but solely from the sources referred to in this Series 2019-___ Bond and not otherwise, on the dates specified in Schedule I hereto, unless this Series 2019-___ Bond shall be redeemable and shall previously have been called for redemption and payment of the redemption price made, and to pay interest on such Principal Amount or lesser amount advanced from time to time in like money, but solely from such sources, from the date of disbursement thereof, at the applicable Interest Rate per annum stated above (or, if applicable, interest at the Default Rate or

the Additional Rate, as defined in the Loan Agreement), payable on each January 15 and July 15, commencing January 15, 2020, until payment of such Principal Amount, or so much hereof as has been advanced from time to time, shall have been made at maturity. The Registered Owner is hereby authorized to modify the Loan Amortization Schedule included in **Exhibit G** to the Loan Agreement and Schedule I hereof from time to time in accordance with the terms of the Loan Agreement to reflect the outstanding balance of the WIFIA Loan (as defined in the Loan Agreement) and the date and amount of principal or interest paid by the Finance Authority thereunder. Absent manifest error, the Registered Owner's determination of such matters as set forth on **Exhibit G** to the Loan Agreement shall be conclusive evidence thereof; provided, however, that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner the Finance Authority's obligations hereunder or under the Loan Agreement.

The principal of this Series 2019-___ Bond is payable in accordance with Schedule I hereof, Section 9(d) and **Schedule IV** of the Loan Agreement and **Exhibit G** to the Loan Agreement, as revised from time to time in accordance with the Loan Agreement.

Following any transfer of this Series 2019-___ Bond pursuant to Section 18 of the Loan Agreement to any registered owner other than the WIFIA Lender or another Federal governmental entity, the principal of this Series 2019-___ Bond is payable at the designated corporate trust operations office of The Bank of New York Mellon Trust Company, N.A., as trustee (the "WIFIA Alternative Trustee"), or at the designated corporate trust office of any successor paying agent appointed under the WIFIA Alternative Indenture (defined herein); and, subject to the further provisions of this Series 2019-___ Bond, payments of interest on this Series 2019-__ Bond will be made to the Registered Owner (whose name appears on the registration books kept by the WIFIA Alternative Trustee at the close of business on the 15th day of the month prior to such interest payment date) by check dated the due date and mailed by the WIFIA Alternative Trustee on or before the business day preceding such interest payment date to such Registered Owner at its address as it appears on the registration books of the Finance Authority kept by the WIFIA Alternative Trustee or at such other address as is furnished to the WIFIA Alternative Trustee in writing by such Registered Owner; provided, however, that payment is received at the designated corporate trust operations office in immediately available funds the business day next preceding such interest payment date; and provided further, however, any Registered Owner of at least $5,000,000 aggregate principal amount of the Series 2019A-___ Bond may request to receive payment of interest by wire transfer or by such other method as is acceptable to the WIFIA Alternative Trustee and the Registered Owner, upon written instructions to the WIFIA Alternative Trustee not less than five business days prior to the first day of the month containing an interest payment date, which instruction shall remain in effect until revoked by such Registered Owner, and compliance with the reasonable requirements of the WIFIA Alternative Trustee.

This Series 2019-___ Bond, and the interest payable hereon and thereon, are payable by the Finance Authority solely from the WIFIA Alternative Trust Estate (as defined in the WIFIA Alternative Indenture of Trust dated as of September 1, 2019 (which Trust Indenture, as further supplemented by the Series 2019-1/2 Supplemental Indenture of Trust dated as of September 1, 2019 (the "Supplemental Indenture"), and as from time to time further amended and

supplemented, is referred to in this Bond as the "WIFIA Alternative Indenture") and other funds of the Finance Authority pledged therefor under the WIFIA Alternative Indenture, subject to the priority of payment from the WIFIA Alternative Trust Estate and funds as described in the WIFIA Alternative Indenture. This Series 2019-___ Bond, both as to principal and interest, do not constitute a debt, liability or loan of the credit of the State of Indiana (the "State") or of any political subdivision thereof under the constitution or statutes of the State or a pledge of the faith and credit or the taxing power of the State or any political subdivision thereof. The issuance of this Series 2019-___ Bond under the Act (defined herein) does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and the Bonds (as defined in the WIFIA Alternative Indenture) do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Finance Authority shall in any event be liable for the payment of the principal of or premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Finance Authority. No breach by the Finance Authority of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Finance Authority, or any charge upon their general credit or upon the taxing power of the State. This Series 2019-___ Bond is not in any respect a general obligation of the State, nor is it payable in any manner from revenues raised by taxation. This Series 2019-___ Bond is payable solely from and secured exclusively by the WIFIA Alternative Trust Estate.

This Series 2019-1 Bond, together with the Series 2019-2 Bond, are authorized issues of revenue bonds of the Finance Authority known as Indiana Finance Authority Taxable WIFIA Alternative Program Revenue Bond, Series 2019-1 and Indiana Finance Authority Taxable WIFIA Alternative Program Revenue Bond, Series 2019-2 (the "Series 2019-1/2 Bonds"), issued under and secured by the WIFIA Alternative Indenture, duly executed and delivered by the Finance Authority to the WIFIA Alternative Trustee. The maximum combined principal amount of the Series 2019-1/2 Bonds shall not exceed $436,000,000. the Series 2019-1/2 Bonds are issued pursuant to Indiana Code 5-1.2 *et seq.*, as amended (the "Act"), to provide funds (i) to deposit moneys into the SRF Program to provide for reimbursement of Eligible Project Costs (as defined in the Loan Agreement) previously incurred by SRF Program Participants (as defined in the Loan Agreement) by means of disbursements of Eligible Project Participant Loans (as defined in the Loan Agreement) to such SRF Program Participants; and (ii) to pay costs of issuance.

This Series 2019-___ Bond is secured by and entitled to the protection of the WIFIA Alternative Indenture. This Series 2019-___ Bond is payable from the funds pledged therefor under the WIFIA Alternative Indenture in accordance with the priority of payments described in the WIFIA Alternative Indenture. To secure payment of principal of and interest on the Series 2019-___ Bond and performance of all other covenants of the Finance Authority under the WIFIA Alternative Indenture, the Finance Authority, pursuant to the WIFIA Alternative

Indenture, has assigned and pledged to the WIFIA Alternative Trustee, and has granted a security interest in the WIFIA Trust Estate (as defined in the WIFIA Alternative Indenture) to the WIFIA Alternative Trustee and, with respect to the Series 2019-___ Bond, to the owners of this Series 2019-____ Bond, including all rights, title and interest of the Finance Authority in and to all moneys and securities from time to time received and held by the WIFIA Alternative Trustee under the WIFIA Alternative Indenture and all income from the deposit, investment and reinvestment thereof. Reference is hereby made to the WIFIA Alternative Indenture and to the SRF Indentures for a description of the rights, duties and obligations of the Finance Authority, the WIFIA Alternative Trustee and the owners of this Series 2019-___ Bond, the terms and conditions upon which this Series 2019-___ Bond is issued and the terms and conditions upon which this Series 2019-___ Bond will be paid at or prior to maturity, or will be deemed to be paid upon the making of provision for payment therefor. Copies of the WIFIA Alternative Indenture are on file at the designated corporate trust office of the WIFIA Alternative Trustee, in Indianapolis, Indiana. "SRF Indentures" mean the Seventh Amended and Restated Wastewater SRF Trust Indenture as heretofore amended, dated as of September 1, 2019, and the Fourth Amended and Restated Drinking Water SRF Trust Indenture, as heretofore amended, dated as of September 1, 2019, and both between the Finance Authority and The Bank of New York Mellon Trust Company, N.A., as trustee. BY ITS PURCHASE OF THIS SERIES 2019-___ BOND, EACH PURCHASER OF THIS BOND CONSENTS TO EACH AND EVERY PROVISION OF THE WIFIA ALTERNATIVE INDENTURE AND THE SRF INDENTURES, AND EACH AND EVERY PURCHASER THEREAFTER IS AND SHALL BE BOUND BY SUCH CONSENT. Copies of all such documents are available from the WIFIA Alternative Trustee.

This Series 2019-___ Bond is transferable by the Registered Owner hereof in the manner and subject to the limitations prescribed in the WIFIA Alternative Indenture and the Loan Agreement and upon surrender and cancellation of this Series 2019-___ Bond. This Series 2019-___ Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. Upon such transfer a new Bond or Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Finance Authority and the WIFIA Alternative Trustee may deem and treat the Registered Owner of this Series 2019-___ Bond as the absolute owner of this Series 2019-___ Bond for the purpose of receiving payment of or on account of principal and interest due and for all other purposes and neither the Finance Authority nor the WIFIA Alternative Trustee shall be affected by any notice to the contrary.

The Series 2019-___ Bond is issuable as fully registered bonds in denominations of $1.00. Subject to the limitations and upon payment of any taxes or governmental charges, the Series 2019-___ Bond may be exchanged for a like aggregate principal amount of an Alternative Bond of the same maturity and authorized denominations.

The Series 2019-___ Bond is subject to mandatory and optional redemption and prepayment prior to maturity, in whole or in part, in the manner provided in Section 10 of the Loan Agreement, on any date at a redemption price equal to 100 percent of the principal amount of the Series 2019-1 Bond to be redeemed, plus accrued interest to the redemption date;

provided, however, any such optional prepayments shall be in principal amounts of at least $1,000,000 or any integral multiple of $1 in excess thereof. The amounts of any such prepayment may be recorded by the Registered Owner on Schedule A hereto; provided, however, that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner the Finance Authority's obligations hereunder or under the Loan Agreement.

In the event the Series 2019-___ Bond is called for redemption as described above, notice thereof will be given by mailing a copy of the redemption notice by first class mail not less than ten (10) days nor more than thirty (30) days prior to the date fixed for redemption to the Registered Owner of the Series 2019-___ Bond to be redeemed at the address shown on the registration books of the WIFIA Alternative Trustee. Such amount of the Series 2019-___ Bond so called for redemption will cease to bear interest on the date on which such amount of the Series 2019-___ Bond is paid to the Registered Owner in the manner described in the Loan Agreement.

The Registered Owner of this Series 2019-___ Bond shall have no right to enforce the WIFIA Alternative Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the WIFIA Alternative Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the WIFIA Alternative Indenture and the Loan Agreement. Modifications or alterations of the WIFIA Alternative Indenture, or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the WIFIA Alternative Indenture and the Loan Agreement.

The Finance Authority hereby certifies, recites and declares that all acts, conditions and things required to be performed by the Finance Authority by the constitution and statutes of the State, the WIFIA Alternative Indenture and the resolutions of the Finance Authority to exist, happen and be performed precedent to the issuance of this Series 2019-___ Bond do exist, have happened and have been performed in due time, form and manner as required by the Act; and that the issuance of the Bonds, together with all other obligations of the Finance Authority, does not exceed or violate any constitutional or statutory limitation applicable to the Finance Authority.

This Series 2019-___ Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the WIFIA Alternative Indenture until the certificate of authentication hereon shall have been signed by the WIFIA Alternative Trustee.

IN WITNESS WHEREOF, the Indiana Finance Authority has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chair or Vice Chair and a facsimile seal of its official seal to be hereunto impressed or imprinted hereon by any means and attested by the manual or facsimile signature of the Public Finance Director, all as of the Dated Date.

INDIANA FINANCE AUTHORITY

By:_____
Cristopher R. Johnston, Chair

[SEAL]

Attest:

_____
Dan Huge,
Public Finance Director of
the State of Indiana

[FORM OF CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This Bond is the Indiana Finance Authority WIFIA Taxable Alternative Program Revenue Bond, Series 2019-[1][2], issued and delivered pursuant to the within mentioned WIFIA Alternative Indenture.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as WIFIA
Alternative Trustee

By:_____
Authorized Representative

The following abbreviations, when used in the inscription of the face of the within Series 2019-[1][2] Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN. COM.	As tenants in common
TEN. ENT.	As tenants by the entireties
JT. TEN.	As joint tenants with right of survivorship and not as tenants in common
UNIF. TRANS. MIN. ACT	_____ Custodian _____ (Cust.) (Minor) under Uniform Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used though not in list above.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

Please insert Social Security or other Identifying Number of Assignee: _____.

(Please print or typewrite name and address of Transferee) the within Series 2019-[1][2] Bond and all rights thereunder, and hereby irrevocably constitutes and appoints, _____ Attorney, to transfer the within Series 2019-[1][2] Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

_____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2019-[1][2] Bond in every particular, without alteration or any change whatsoever.

SCHEDULE I

Indiana Finance Authority
Taxable WIFIA Alternative Program Revenue Bond, Series 2019-___

Maturity	Principal Amount

SCHEDULE A

Date	Draw Amounts	Prepayment Amounts	Amount Outstanding

EXHIBIT B

ANTICIPATED WIFIA LOAN DISBURSEMENT SCHEDULE

Federal Fiscal Year Ending on September 30	Estimated Aggregate WIFIA Loan Disbursements in respect of WIFIA Revenue Bond, Series 1 for such Federal Fiscal Year	Estimated Aggregate WIFIA Loan Disbursements in respect of WIFIA Revenue Bond, Series 2 for such Federal Fiscal Year
2019	$0	$0
2020	$236,000,000.00	$0
2021	$100,000,000.00	$0
2022	$13,000,000.00	$87,000,000.00
2023	$0	$0
Total	$349,000,000.00	$87,000,000.00

[End of Exhibit B]

EXHIBIT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The undersigned, on behalf of the INDIANA FINANCE AUTHORITY, hereby certifies that the INDIANA FINANCE AUTHORITY has fully complied with its verification obligations under 2 C.F.R. § 180.320 and hereby further confirms, based on such verification, that, to its knowledge, the Borrower and its principals (as defined in 2 C.F.R. § 180.995):

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three (3) year period preceding the Effective Date been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three (3) year period preceding the Effective Date had one or more public transactions (federal, state or local) terminated for cause or default.

Capitalized terms used in the certificate and not defined shall have the respective meanings ascribed to such terms in the WIFIA Loan Agreement, dated as of September 6, 2019, between the WIFIA Lender and the Borrower, as the same may be amended from time to time.

Dated: _____

INDIANA FINANCE AUTHORITY

By: _____
Name: _____
Title: _____

[End of Exhibit C]

EXHIBIT D

REQUISITION PROCEDURES

Capitalized terms used but not defined herein have the meaning set forth in the WIFIA Loan Agreement, dated as of September 6, 2019 (the "WIFIA Loan Agreement"), by and between the INDIANA FINANCE AUTHORITY (the "Borrower") and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator (the "WIFIA Lender").

This Exhibit sets out the procedures which the Borrower agrees to follow in submitting Requisitions for the disbursement of WIFIA Loan proceeds in respect of the Project including for the Eligible Project Costs incurred in connection with any Eligible Project funded with proceeds of the WIFIA Loan pursuant to any Eligible Project Participant Loan made to an SRF Program Participant.

- Section 1 sets out the manner in which Requisitions are to be submitted and reviewed.
- Sections 2 through 4 set out the circumstances in which the WIFIA Lender may reject or correct Requisitions submitted by the Borrower or withhold a disbursement.

The Borrower expressly agrees to the terms hereof, and further agrees that (i) the rights of the WIFIA Lender contained herein are in addition to (and not in lieu of) any other rights or remedies available to the WIFIA Lender under the WIFIA Loan Agreement, and (ii) nothing contained herein shall be construed to limit the rights of the WIFIA Lender to take actions including administrative enforcement action and actions for breach of contract against the Borrower (subject however to the WIFIA Loan Agreement) if it fails to carry out its obligations under the WIFIA Loan Agreement during the term thereof.

The foregoing notwithstanding, if, as of the date of such notice from the WIFIA Lender, the balance of the WIFIA Loan proceeds remaining to be disbursed is less than the amount determined by the WIFIA Lender to be adequate for the cure or correction of such failure, the WIFIA Lender may immediately withhold all further disbursement of WIFIA Loan proceeds until such failure is cured or corrected within the time period specified by the preceding paragraph.

[End of Exhibit D]

APPENDIX ONE TO EXHIBIT D

FORM OF REQUISITION

[End of Appendix 1 to Exhibit D]

APPENDIX TWO TO EXHIBIT D

FORM OF ACKNOWLEDGMENT OF RECEIPT OF

REQUISITION FOR DISBURSEMENT OF WIFIA LOAN PROCEEDS

[End of Appendix 2 to Exhibit D]

APPENDIX THREE TO EXHIBIT D

[APPROVAL/DISAPPROVAL] OF THE WIFIA LENDER

[End of Appendix 3 to Exhibit D]

EXHIBIT E

FORM OF ELIGIBLE PROJECT PARTICIPANT REQUISITION

See attached.

SRF Disbursement Request Form

Participant Information:				SRF Loan Number:	
Name:				Request Number:	
DUNS Number:		CCR Number:			
Mailing Address:					
City:		State:		ZIP	
Contact Person:		Contact Phone Number:			
Authorized Representative:		Authorized Representative Phone Number:			
If requesting reimbursement to the Participant by wire transfer please provide the following information:					
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Loan Information					
Description of work for which claim is being made (services, fees, type of work, etc.):					
Is any part of this claim funded by an alternate funding source?				☐YES	☐NO
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local Funds):				$	
Is any part of this claim funded by the Indiana Brownfields Program?				☐ YES	☐ NO
Has the Participant paid the request and is now seeking reimbursement?				☐ YES	☐ NO
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.				☐ YES	☐ NO
Are there Green Project Reserve components involved in this request?				☐ YES	☐ NO
If yes, please describe:					
Loan Financial Information				$	
Original Loan Amount:				$	
Total Amount of Previous Disbursements:				$	
Balance Available After this Disbursement:				$	
Amount to Contractor for this Request:				☐ YES	☐ NO
Is any part of this request a partial or final release of retainage to the contractor?					
Contractor Name:		DUNS Number:			
Mailing address:					
City:		State:		ZIP Code:	
Wiring Information:					
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Retainage Amount for this Request:				$	
Participant requests that the retainage amount be held by SRF:					☐
Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:					☐
Participant requests that the retainage amount be sent to the following bank:					☐
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Total Amount of this Request:				$	
The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement, that the certified payrolls received in connection with any enclosed construction invoices are in compliance with **the Davis Bacon Act**/ US Department of Labor requirements of 29 CFR 5.5(a)(1).					
Authorized Representative Signature:				Date:	
For Internal Use Only:					

Approved By:		Date:		GPR Amount	$	

EXHIBIT F

COMPLIANCE WITH LAWS

The Borrower shall, and shall require its contractors and subcontractors at all tiers for the Project to, comply in all material respects with any and all applicable federal and state laws. The following list of federal laws is illustrative of the type of requirements generally applicable to water and wastewater projects. It is not intended to be exhaustive.

Environmental Authorities

- Archeological and Historic Preservation Act, Pub. L. 93-291, as amended
- Archaeological Resources Protection Act, 16 U.S.C. §§ 470aa-mm
- Bald and Golden Eagle Protection Act, 16 U.S.C. §§ 668-668c
- Clean Air Act, Pub. L. 95-95, as amended
- Clean Water Act, Titles III, IV and V, Pub. L. 92-500, as amended
- Coastal Barrier Resources Act, Pub. L. 97-348
- Coastal Zone Management Act, Pub. L. 92-583, as amended
- Endangered Species Act, Pub. L. 93-205, as amended
- Farmland Protection Policy Act, Pub. L. 97-98
- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations Environmental Justice, Executive Order 12898
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- Floodplain Management, Executive Order 11988, 42 FR 26951, May 24, 1977, as amended by Executive Order 13690, 80 FR 6425, February 4, 2015
- Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265
- Marine Mammal Protection Act, 16 U.S.C. §§ 1361-1407
- Migratory Bird Treaty Act, 16 U.S.C. §§ 703-712
- National Historic Preservation Act, Pub. L. 89-655, as amended
- National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321 et seq.
- Native American Graves Protection and Repatriation Act, 25 U.S.C. §§ 3001 et seq
- Protection of Wetlands, Executive Order 11990 as amended by Executive Order 12608
- Rivers and Harbors Act, 33 U.S.C. 403

- Safe Drinking Water Act, Pub L. 93-523, as amended
- Wild and Scenic Rivers Act, Pub. L. 90-54, as amended
- Wilderness Act, 16 U.S.C. §§ 1131 et seq.

Economic and Miscellaneous Authorities

- Debarment and Suspension, Executive Order 12549
- Demonstration Cities and Metropolitan Development Act, Pub. L. 89 -754, as amended, and Executive Order 12372
- Drug-Free Workplace Act, Pub. L. 100-690
- Labor Standards, 33 U.S.C. § 1372 and 40 U.S.C. 3141-3144, 3146 and 3147
- New Restrictions on Lobbying, Section 319 of Pub. L. 101-121
- Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, and Executive Order 11738
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601 et seq.)

Civil Rights, Nondiscrimination, Equal Employment Opportunity Authorities

- Age Discrimination Act, Pub. L. 94-135
- Equal Employment Opportunity, Executive Order 11246
- Section 13 of the Clean Water Act, Pub. L. 92-500
- Section 504 of the Rehabilitation Act, Pub. L 93-112 supplemented by Executive Orders 11914 and 11250
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
- Participation by Disadvantaged Business Enterprises in Procurement under USEPA Financial Assistance Agreements

[End of Exhibit F]

EXHIBIT G

WIFIA DEBT SERVICE

See attached.

Indiana Finance Authority - WIFIA Projects - Bond A - 17114IN
WIFIA Loan Amortization Schedule

Closing Date	9/6/2019
Loan Amount	$ 349,000,000.00
Interest rate	1.78%
Weight Average Life	17.2

Period Start Date	Period End Date	Period Payment Date	Disbursements in Period	Interest Paid	Principal Repayment	Semi-annual Debt Service Payment	Ending Balance
9/6/2019	1/14/2020	1/15/2020	$ 164,000,000.00	$ 729,800.00	$ -	$ 729,800.00	$ 164,000,000.00
1/15/2020	7/14/2020	7/15/2020	$ 72,000,000.00	$ 2,100,400.00	$ -	$ 2,100,400.00	$ 236,000,000.00
7/15/2020	1/14/2021	1/15/2021	$ -	$ 2,100,400.00	$ 9,131,100.00	$ 11,231,500.00	$ 226,868,900.00
1/15/2021	7/14/2021	7/15/2021	$ 100,000,000.00	$ 2,909,133.21	$ -	$ 2,909,133.21	$ 326,868,900.00
7/15/2021	1/14/2022	1/15/2022	$ -	$ 2,909,133.21	$ 7,823,100.00	$ 10,732,233.21	$ 319,045,800.00
1/15/2022	7/14/2022	7/15/2022	$ 13,000,000.00	$ 2,955,207.62	$ -	$ 2,955,207.62	$ 332,045,800.00
7/15/2022	1/14/2023	1/15/2023	$ -	$ 2,955,207.62	$ 7,852,900.00	$ 10,808,107.62	$ 324,192,900.00
1/15/2023	7/14/2023	7/15/2023	$ -	$ 2,885,316.81	$ -	$ 2,885,316.81	$ 324,192,900.00
7/15/2023	1/14/2024	1/15/2024	$ -	$ 2,885,316.81	$ 8,060,700.00	$ 10,946,016.81	$ 316,132,200.00
1/15/2024	7/14/2024	7/15/2024	$ -	$ 2,813,576.58	$ -	$ 2,813,576.58	$ 316,132,200.00
7/15/2024	1/14/2025	1/15/2025	$ -	$ 2,813,576.58	$ 8,236,900.00	$ 11,050,476.58	$ 307,895,300.00
1/15/2025	7/14/2025	7/15/2025	$ -	$ 2,740,268.17	$ -	$ 2,740,268.17	$ 307,895,300.00
7/15/2025	1/14/2026	1/15/2026	$ -	$ 2,740,268.17	$ 8,338,700.00	$ 11,078,968.17	$ 299,556,600.00
1/15/2026	7/14/2026	7/15/2026	$ -	$ 2,666,053.74	$ -	$ 2,666,053.74	$ 299,556,600.00
7/15/2026	1/14/2027	1/15/2027	$ -	$ 2,666,053.74	$ 8,475,200.00	$ 11,141,253.74	$ 291,081,400.00
1/15/2027	7/14/2027	7/15/2027	$ -	$ 2,590,624.46	$ -	$ 2,590,624.46	$ 291,081,400.00
7/15/2027	1/14/2028	1/15/2028	$ -	$ 2,590,624.46	$ 9,598,400.00	$ 12,189,024.46	$ 281,483,000.00
1/15/2028	7/14/2028	7/15/2028	$ -	$ 2,505,198.70	$ -	$ 2,505,198.70	$ 281,483,000.00
7/15/2028	1/14/2029	1/15/2029	$ -	$ 2,505,198.70	$ 9,763,100.00	$ 12,268,298.70	$ 271,719,900.00
1/15/2029	7/14/2029	7/15/2029	$ -	$ 2,418,307.11	$ -	$ 2,418,307.11	$ 271,719,900.00
7/15/2029	1/14/2030	1/15/2030	$ -	$ 2,418,307.11	$ 10,335,100.00	$ 12,753,407.11	$ 261,384,800.00
1/15/2030	7/14/2030	7/15/2030	$ -	$ 2,326,324.72	$ -	$ 2,326,324.72	$ 261,384,800.00
7/15/2030	1/14/2031	1/15/2031	$ -	$ 2,326,324.72	$ 10,433,000.00	$ 12,759,324.72	$ 250,951,800.00
1/15/2031	7/14/2031	7/15/2031	$ -	$ 2,233,471.02	$ -	$ 2,233,471.02	$ 250,951,800.00
7/15/2031	1/14/2032	1/15/2032	$ -	$ 2,233,471.02	$ 10,628,600.00	$ 12,862,071.02	$ 240,323,200.00
1/15/2032	7/14/2032	7/15/2032	$ -	$ 2,138,876.48	$ -	$ 2,138,876.48	$ 240,323,200.00
7/15/2032	1/14/2033	1/15/2033	$ -	$ 2,138,876.48	$ 11,473,800.00	$ 13,612,676.48	$ 228,849,400.00
1/15/2033	7/14/2033	7/15/2033	$ -	$ 2,036,759.66	$ -	$ 2,036,759.66	$ 228,849,400.00
7/15/2033	1/14/2034	1/15/2034	$ -	$ 2,036,759.66	$ 11,732,400.00	$ 13,769,159.66	$ 217,117,000.00
1/15/2034	7/14/2034	7/15/2034	$ -	$ 1,932,341.30	$ -	$ 1,932,341.30	$ 217,117,000.00
7/15/2034	1/14/2035	1/15/2035	$ -	$ 1,932,341.30	$ 11,866,200.00	$ 13,798,541.30	$ 205,250,800.00
1/15/2035	7/14/2035	7/15/2035	$ -	$ 1,826,732.12	$ -	$ 1,826,732.12	$ 205,250,800.00
7/15/2035	1/14/2036	1/15/2036	$ -	$ 1,826,732.12	$ 12,197,800.00	$ 14,024,532.12	$ 193,053,000.00
1/15/2036	7/14/2036	7/15/2036	$ -	$ 1,718,171.70	$ -	$ 1,718,171.70	$ 193,053,000.00
7/15/2036	1/14/2037	1/15/2037	$ -	$ 1,718,171.70	$ 14,428,500.00	$ 16,146,671.70	$ 178,624,500.00
1/15/2037	7/14/2037	7/15/2037	$ -	$ 1,589,758.05	$ -	$ 1,589,758.05	$ 178,624,500.00
7/15/2037	1/14/2038	1/15/2038	$ -	$ 1,589,758.05	$ 19,027,700.00	$ 20,617,458.05	$ 159,596,800.00
1/15/2038	7/14/2038	7/15/2038	$ -	$ 1,420,411.52	$ -	$ 1,420,411.52	$ 159,596,800.00
7/15/2038	1/14/2039	1/15/2039	$ -	$ 1,420,411.52	$ 16,570,200.00	$ 17,990,611.52	$ 143,026,600.00
1/15/2039	7/14/2039	7/15/2039	$ -	$ 1,272,936.74	$ -	$ 1,272,936.74	$ 143,026,600.00
7/15/2039	1/14/2040	1/15/2040	$ -	$ 1,272,936.74	$ 16,553,100.00	$ 17,826,036.74	$ 126,473,500.00
1/15/2040	7/14/2040	7/15/2040	$ -	$ 1,125,614.15	$ -	$ 1,125,614.15	$ 126,473,500.00
7/15/2040	1/14/2041	1/15/2041	$ -	$ 1,125,614.15	$ 17,008,200.00	$ 18,133,814.15	$ 109,465,300.00
1/15/2041	7/14/2041	7/15/2041	$ -	$ 974,241.17	$ -	$ 974,241.17	$ 109,465,300.00
7/15/2041	1/14/2042	1/15/2042	$ -	$ 974,241.17	$ 13,784,500.00	$ 14,758,741.17	$ 95,680,800.00
1/15/2042	7/14/2042	7/15/2042	$ -	$ 851,559.12	$ -	$ 851,559.12	$ 95,680,800.00
7/15/2042	1/14/2043	1/15/2043	$ -	$ 851,559.12	$ 10,747,300.00	$ 11,598,859.12	$ 84,933,500.00
1/15/2043	7/14/2043	7/15/2043	$ -	$ 755,908.15	$ -	$ 755,908.15	$ 84,933,500.00
7/15/2043	1/14/2044	1/15/2044	$ -	$ 755,908.15	$ 10,937,600.00	$ 11,693,508.15	$ 73,995,900.00
1/15/2044	7/14/2044	7/15/2044	$ -	$ 658,563.51	$ -	$ 658,563.51	$ 73,995,900.00
7/15/2044	1/14/2045	1/15/2045	$ -	$ 658,563.51	$ 11,000,700.00	$ 11,659,263.51	$ 62,995,200.00
1/15/2045	7/14/2045	7/15/2045	$ -	$ 560,657.28	$ -	$ 560,657.28	$ 62,995,200.00
7/15/2045	1/14/2046	1/15/2046	$ -	$ 560,657.28	$ 11,195,200.00	$ 11,755,857.28	$ 51,800,000.00
1/15/2046	7/14/2046	7/15/2046	$ -	$ 461,020.00	$ -	$ 461,020.00	$ 51,800,000.00
7/15/2046	1/14/2047	1/15/2047	$ -	$ 461,020.00	$ 11,392,200.00	$ 11,853,220.00	$ 40,407,800.00
1/15/2047	7/14/2047	7/15/2047	$ -	$ 359,629.42	$ -	$ 359,629.42	$ 40,407,800.00
7/15/2047	1/14/2048	1/15/2048	$ -	$ 359,629.42	$ 11,594,600.00	$ 11,954,229.42	$ 28,813,200.00
1/15/2048	7/14/2048	7/15/2048	$ -	$ 256,437.48	$ -	$ 256,437.48	$ 28,813,200.00
7/15/2048	1/14/2049	1/15/2049	$ -	$ 256,437.48	$ 7,690,400.00	$ 7,946,837.48	$ 21,122,800.00
1/15/2049	7/14/2049	7/15/2049	$ -	$ 187,992.92	$ -	$ 187,992.92	$ 21,122,800.00
7/15/2049	1/14/2050	1/15/2050	$ -	$ 187,992.92	$ 7,756,200.00	$ 7,944,192.92	$ 13,366,600.00
1/15/2050	7/14/2050	7/15/2050	$ -	$ 118,962.74	$ -	$ 118,962.74	$ 13,366,600.00
7/15/2050	1/14/2051	1/15/2051	$ -	$ 118,962.74	$ 3,782,200.00	$ 3,901,162.74	$ 9,584,400.00
1/15/2051	7/14/2051	7/15/2051	$ -	$ 85,301.16	$ -	$ 85,301.16	$ 9,584,400.00
7/15/2051	1/14/2052	1/15/2052	$ -	$ 85,301.16	$ 3,847,800.00	$ 3,933,101.16	$ 5,736,600.00
1/15/2052	7/14/2052	7/15/2052	$ -	$ 51,055.74	$ -	$ 51,055.74	$ 5,736,600.00
7/15/2052	1/14/2053	1/15/2053	$ -	$ 51,055.74	$ 3,819,600.00	$ 3,870,655.74	$ 1,917,000.00
1/15/2053	7/14/2053	7/15/2053	$ -	$ 17,061.30	$ -	$ 17,061.30	$ 1,917,000.00
7/15/2053	1/14/2054	1/15/2054	$ -	$ 17,061.30	$ 1,917,000.00	$ 1,934,061.30	$ -
Total			$ 349,000,000.00	$ 103,817,547.70	$ 349,000,000.00	$ 452,817,547.70	

Indiana Finance Authority - WIFIA Projects - Bond B - 17214IN
WIFIA Loan Amortization Schedule

Closing Date	9/6/2019
Loan Amount	$ 87,000,000.00
Interest rate	1.99%
Weight Average Life	19.2

*NOTE- Interest rate based on 25 year SLGS rate + 1 bp. The interest rate on Bond B will be updated per the terms of the WIFIA loan agreement.

Period Start Date	Period End Date	Period Payment Date	Disbursements in Period	Interest Paid	Principal Repayment	Semi-annual Debt Service Payment	Ending Balance
9/6/2019	1/14/2020	1/15/2020	$ -	$ -	$ -	$ -	$ -
1/15/2020	7/14/2020	7/15/2020	$ -	$ -	$ -	$ -	$ -
7/15/2020	1/14/2021	1/15/2021	$ -	$ -	$ -	$ -	$ -
1/15/2021	7/14/2021	7/15/2021	$ -	$ -	$ -	$ -	$ -
7/15/2021	1/14/2022	1/15/2022	$ -	$ -	$ -	$ -	$ -
1/15/2022	7/14/2022	7/15/2022	$ 87,000,000.00	$ 865,650.00	$ -	$ 865,650.00	$ 87,000,000.00
7/15/2022	1/14/2023	1/15/2023	$ -	$ 865,650.00	$ 1,260,100.00	$ 2,125,750.00	$ 85,739,900.00
1/15/2023	7/14/2023	7/15/2023	$ -	$ 853,112.01	$ -	$ 853,112.01	$ 85,739,900.00
7/15/2023	1/14/2024	1/15/2024	$ -	$ 853,112.01	$ 2,053,400.00	$ 2,906,512.01	$ 83,686,500.00
1/15/2024	7/14/2024	7/15/2024	$ -	$ 832,680.68	$ -	$ 832,680.68	$ 83,686,500.00
7/15/2024	1/14/2025	1/15/2025	$ -	$ 832,680.68	$ 2,088,700.00	$ 2,921,380.68	$ 81,597,800.00
1/15/2025	7/14/2025	7/15/2025	$ -	$ 811,898.11	$ -	$ 811,898.11	$ 81,597,800.00
7/15/2025	1/14/2026	1/15/2026	$ -	$ 811,898.11	$ 2,133,300.00	$ 2,945,198.11	$ 79,464,500.00
1/15/2026	7/14/2026	7/15/2026	$ -	$ 790,671.78	$ -	$ 790,671.78	$ 79,464,500.00
7/15/2026	1/14/2027	1/15/2027	$ -	$ 790,671.78	$ 2,175,100.00	$ 2,965,771.78	$ 77,289,400.00
1/15/2027	7/14/2027	7/15/2027	$ -	$ 769,029.53	$ -	$ 769,029.53	$ 77,289,400.00
7/15/2027	1/14/2028	1/15/2028	$ -	$ 769,029.53	$ 2,106,000.00	$ 2,875,029.53	$ 75,183,400.00
1/15/2028	7/14/2028	7/15/2028	$ -	$ 748,074.83	$ -	$ 748,074.83	$ 75,183,400.00
7/15/2028	1/14/2029	1/15/2029	$ -	$ 748,074.83	$ 2,146,500.00	$ 2,894,574.83	$ 73,036,900.00
1/15/2029	7/14/2029	7/15/2029	$ -	$ 726,717.16	$ -	$ 726,717.16	$ 73,036,900.00
7/15/2029	1/14/2030	1/15/2030	$ -	$ 726,717.16	$ 2,141,900.00	$ 2,868,617.16	$ 70,895,000.00
1/15/2030	7/14/2030	7/15/2030	$ -	$ 705,405.25	$ -	$ 705,405.25	$ 70,895,000.00
7/15/2030	1/14/2031	1/15/2031	$ -	$ 705,405.25	$ 2,192,100.00	$ 2,897,505.25	$ 68,702,900.00
1/15/2031	7/14/2031	7/15/2031	$ -	$ 683,593.86	$ -	$ 683,593.86	$ 68,702,900.00
7/15/2031	1/14/2032	1/15/2032	$ -	$ 683,593.86	$ 2,232,400.00	$ 2,915,993.86	$ 66,470,500.00
1/15/2032	7/14/2032	7/15/2032	$ -	$ 661,381.48	$ -	$ 661,381.48	$ 66,470,500.00
7/15/2032	1/14/2033	1/15/2033	$ -	$ 661,381.48	$ 2,200,200.00	$ 2,861,581.48	$ 64,270,300.00
1/15/2033	7/14/2033	7/15/2033	$ -	$ 639,489.49	$ -	$ 639,489.49	$ 64,270,300.00
7/15/2033	1/14/2034	1/15/2034	$ -	$ 639,489.49	$ 2,235,600.00	$ 2,875,089.49	$ 62,034,700.00
1/15/2034	7/14/2034	7/15/2034	$ -	$ 617,245.27	$ -	$ 617,245.27	$ 62,034,700.00
7/15/2034	1/14/2035	1/15/2035	$ -	$ 617,245.27	$ 2,286,300.00	$ 2,903,545.27	$ 59,748,400.00
1/15/2035	7/14/2035	7/15/2035	$ -	$ 594,496.58	$ -	$ 594,496.58	$ 59,748,400.00
7/15/2035	1/14/2036	1/15/2036	$ -	$ 594,496.58	$ 2,315,800.00	$ 2,910,296.58	$ 57,432,600.00
1/15/2036	7/14/2036	7/15/2036	$ -	$ 571,454.37	$ -	$ 571,454.37	$ 57,432,600.00
7/15/2036	1/14/2037	1/15/2037	$ -	$ 571,454.37	$ 2,130,900.00	$ 2,702,354.37	$ 55,301,700.00
1/15/2037	7/14/2037	7/15/2037	$ -	$ 550,251.92	$ -	$ 550,251.92	$ 55,301,700.00
7/15/2037	1/14/2038	1/15/2038	$ -	$ 550,251.92	$ 1,678,100.00	$ 2,228,351.92	$ 53,623,600.00
1/15/2038	7/14/2038	7/15/2038	$ -	$ 533,554.82	$ -	$ 533,554.82	$ 53,623,600.00
7/15/2038	1/14/2039	1/15/2039	$ -	$ 533,554.82	$ 2,026,500.00	$ 2,560,054.82	$ 51,597,100.00
1/15/2039	7/14/2039	7/15/2039	$ -	$ 513,391.15	$ -	$ 513,391.15	$ 51,597,100.00
7/15/2039	1/14/2040	1/15/2040	$ -	$ 513,391.15	$ 2,099,900.00	$ 2,613,291.15	$ 49,497,200.00
1/15/2040	7/14/2040	7/15/2040	$ -	$ 492,497.14	$ -	$ 492,497.14	$ 49,497,200.00
7/15/2040	1/14/2041	1/15/2041	$ -	$ 492,497.14	$ 2,117,700.00	$ 2,610,197.14	$ 47,379,500.00
1/15/2041	7/14/2041	7/15/2041	$ -	$ 471,426.03	$ -	$ 471,426.03	$ 47,379,500.00
7/15/2041	1/14/2042	1/15/2042	$ -	$ 471,426.03	$ 2,557,600.00	$ 3,029,026.03	$ 44,821,900.00
1/15/2042	7/14/2042	7/15/2042	$ -	$ 445,977.91	$ -	$ 445,977.91	$ 44,821,900.00
7/15/2042	1/14/2043	1/15/2043	$ -	$ 445,977.91	$ 2,978,500.00	$ 3,424,477.91	$ 41,843,400.00
1/15/2043	7/14/2043	7/15/2043	$ -	$ 416,341.83	$ -	$ 416,341.83	$ 41,843,400.00
7/15/2043	1/14/2044	1/15/2044	$ -	$ 416,341.83	$ 3,035,000.00	$ 3,451,341.83	$ 38,808,400.00
1/15/2044	7/14/2044	7/15/2044	$ -	$ 386,143.58	$ -	$ 386,143.58	$ 38,808,400.00
7/15/2044	1/14/2045	1/15/2045	$ -	$ 386,143.58	$ 3,107,600.00	$ 3,493,743.58	$ 35,700,800.00
1/15/2045	7/14/2045	7/15/2045	$ -	$ 355,222.96	$ -	$ 355,222.96	$ 35,700,800.00
7/15/2045	1/14/2046	1/15/2046	$ -	$ 355,222.96	$ 3,166,700.00	$ 3,521,922.96	$ 32,534,100.00
1/15/2046	7/14/2046	7/15/2046	$ -	$ 323,714.30	$ -	$ 323,714.30	$ 32,534,100.00
7/15/2046	1/14/2047	1/15/2047	$ -	$ 323,714.30	$ 3,227,100.00	$ 3,550,814.30	$ 29,307,000.00
1/15/2047	7/14/2047	7/15/2047	$ -	$ 291,604.65	$ -	$ 291,604.65	$ 29,307,000.00
7/15/2047	1/14/2048	1/15/2048	$ -	$ 291,604.65	$ 3,288,300.00	$ 3,579,904.65	$ 26,018,700.00
1/15/2048	7/14/2048	7/15/2048	$ -	$ 258,886.07	$ -	$ 258,886.07	$ 26,018,700.00
7/15/2048	1/14/2049	1/15/2049	$ -	$ 258,886.07	$ 3,817,300.00	$ 4,076,186.07	$ 22,201,400.00
1/15/2049	7/14/2049	7/15/2049	$ -	$ 220,903.93	$ -	$ 220,903.93	$ 22,201,400.00
7/15/2049	1/14/2050	1/15/2050	$ -	$ 220,903.93	$ 3,898,200.00	$ 4,119,103.93	$ 18,303,200.00
1/15/2050	7/14/2050	7/15/2050	$ -	$ 182,116.84	$ -	$ 182,116.84	$ 18,303,200.00
7/15/2050	1/14/2051	1/15/2051	$ -	$ 182,116.84	$ 4,439,300.00	$ 4,621,416.84	$ 13,863,900.00
1/15/2051	7/14/2051	7/15/2051	$ -	$ 137,945.81	$ -	$ 137,945.81	$ 13,863,900.00
7/15/2051	1/14/2052	1/15/2052	$ -	$ 137,945.81	$ 4,524,400.00	$ 4,662,345.81	$ 9,339,500.00
1/15/2052	7/14/2052	7/15/2052	$ -	$ 92,928.03	$ -	$ 92,928.03	$ 9,339,500.00
7/15/2052	1/14/2053	1/15/2053	$ -	$ 92,928.03	$ 4,622,000.00	$ 4,714,928.03	$ 4,717,500.00
1/15/2053	7/14/2053	7/15/2053	$ -	$ 46,939.13	$ -	$ 46,939.13	$ 4,717,500.00
7/15/2053	1/14/2054	1/15/2054	$ -	$ 46,939.13	$ 4,717,500.00	$ 4,764,439.13	$ -
Total			**$ 87,000,000.00**	**$ 33,181,493.00**	**$ 87,000,000.00**	**$ 120,181,493.00**	

EXHIBIT H-1

OPINIONS REQUIRED OF COUNSEL TO BORROWER

An opinion of the counsel of the Borrower, dated the Effective Date, as follows:

United States Environmental Protection Agency
Washington, D.C.

Indiana Finance Authority
Indianapolis, Indiana

Re: WIFIA Loan Agreement (the "WIFIA Loan Agreement") dated September 6, 2019, between the Indiana Finance Authority (the "Borrower") and the United States Environmental Protection Agency (the "Lender")

Ladies and Gentlemen:

We have acted as special counsel to the Borrower in connection with it entering into the above-referenced WIFIA Loan Agreement. In that capacity, we have been requested to render the following opinions.

In the course of our representation, we have reviewed such documents as we have deemed important to the opinions expressed herein (including the Transactional Referenced Items as set forth in the attached Schedule A, which schedule and terms therein defined we incorporate herein by this reference). Capitalized terms contained herein that are not defined herein are intended to have their meaning as set forth in the WIFIA Loan Agreement.

Pursuant to the WIFIA Alternative Indenture, the WIFIA Alternative Bonds are secured, on a first lien basis, by the WIFIA Trust Estate, which *inter alia* includes the Alternative Participant Loan Principal Payments (as defined in the SRF Indentures) and Alternative Participant Loan Interest Payments (as defined in the SRF Indentures) from WIFIA Participant Loans. Pursuant to and subject to compliance with the requirements of the WIFIA Alternative Indenture and WIFIA Loan Agreement, Permitted Transfers may be made following payment of WIFIA Debt Service and applicable WIFIA Loan Expenses and mandatory prepayments of the WIFIA Loan by the SRF Program Trustees and the WIFIA Trustee for the payment of other obligations of the Borrower. Pursuant to the WIFIA Alternative Indenture and the Primary Indenture, the holders of the Primary Bonds are secured by the portions of the WIFIA Trust Estate that become available for release as Permitted Transfers.

We have relied upon the certified transcript of proceedings and other certificates of public officials, and have not undertaken to verify the same by independent investigation.

Based upon the foregoing, and in reliance thereon, we are of the opinion, as of the date hereof, as follows:

1. The Borrower is duly organized and validly existing under the provisions of the Act with the right and power to execute and deliver the WIFIA Loan Agreement, the WIFIA Alternative Bonds, the WIFIA Alternative Indenture, the SRF Indentures, the WIFIA Alternative Supplemental Indenture and the Irrevocable Instruction, and to perform its obligations under the WIFIA Loan Agreement, the WIFIA Alternative Bonds, the WIFIA Alternative Indenture, the SRF Indentures, the WIFIA Alternative Supplemental Indenture, and the Irrevocable Instruction.

2. The execution and delivery by the Borrower of the WIFIA Loan Agreement, the WIFIA Alternative Bonds, the WIFIA Alternative Indenture, the SRF Indentures, the WIFIA Alternative Supplemental Indenture and the Irrevocable Instruction, and the performance by the Borrower of its respective obligations thereunder, have been duly authorized by all necessary organizational or regulatory action.

3. The Borrower has duly executed and delivered the WIFIA Loan Agreement, the WIFIA Alternative Indenture, each SRF Indenture, the WIFIA Alternative Supplemental Indenture and the Irrevocable Instruction and, assuming the due authorization, execution and delivery thereof by the other parties thereto, each of the foregoing constitutes the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its respective terms.

4. The Borrower has duly executed and delivered each of the WIFIA Alternative Bonds and each such WIFIA Alternative Bond is a valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its respective terms.

5. The execution and delivery of the WIFIA Loan Agreement, the WIFIA Alternative Bonds, the WIFIA Alternative Indenture, the SRF Indentures, the WIFIA Alternative Supplemental Indenture and the Irrevocable Instruction, and the Borrower's compliance with the provisions of each of the foregoing, will not conflict with or constitute on the part of the Borrower a breach of, or a default under, any existing constitutional provisions, law, administrative regulation, or, to the best of our knowledge and in reliance upon representations of officers of the Borrower, any judgment, decree or order of any court, agreement or other instrument to which the Borrower is a party.

6. No authorization, consent, or other approval of, or registration, declaration or other filing with any governmental authority of the United States of America or of the State is required on the part of the Borrower for the execution and delivery by the Borrower of, and the performance of the Borrower under, any of the WIFIA

Loan Agreement, the WIFIA Alternative Bonds, the WIFIA Alternative Indenture, the SRF Indentures, the WIFIA Alternative Supplemental Indenture or the Irrevocable Instruction other than authorizations, consents, approvals, registrations, declarations and filings that have already been timely obtained or made by the Borrower.

7. To the best of our knowledge and in reliance upon representations of officers of the Borrower, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, pending or threatened against the Borrower, wherein an unfavorable decision, ruling or finding would in any material respect adversely affect the enforceability of the WIFIA Loan Agreement, the WIFIA Alternative Bonds, the WIFIA Alternative Indenture, the SRF Indentures, the WIFIA Alternative Supplemental Indenture, or the Irrevocable Instruction.

8. The adoption of the Resolution by the Borrower constitutes all approvals or other actions required to be obtained or taken by the Borrower under the Act to duly authorize, execute and deliver the WIFIA Loan Agreement, the WIFIA Alternative Bonds, the WIFIA Alternative Indenture, the SRF Indentures, the WIFIA Alternative Supplemental Indenture and the Irrevocable Instruction and to comply with all rules and regulations of the Borrower.

9. The WIFIA Alternative Bonds are secured by the Liens described in the WIFIA Alternative Indenture and the WIFIA Alternative Supplemental Indenture on the WIFIA Trust Estate and are Alternative Bonds entitled to the benefits of WIFIA Alternative Bonds under the WIFIA Alternative Indenture and the WIFIA Alternative Supplemental Indenture, enforceable under the laws of the State of Indiana without any further action by the Borrower or any other Person.

10. The WIFIA Alternative Indenture and the WIFIA Alternative Supplemental Indenture create the valid and binding pledge of the WIFIA Trust Estate to secure the payment of the principal of, and interest on, the WIFIA Alternative Bonds and other amounts due and payable in accordance with the WIFIA Loan Agreement, irrespective of whether any party has notice of the pledge and without the need for any physical delivery, recordation, filing or further act. The Liens created in the WIFIA Alternative Indenture and in the WIFIA Alternative Supplemental Indenture on the WIFIA Trust Estate secure the WIFIA Alternative Bonds on a first lien basis and no other indebtedness of the Borrower is secured by the WIFIA Trust Estate, except to the extent of the Lien granted in the Primary Indenture on any portion of the WIFIA Trust Estate that becomes available for release as Permitted Transfers in accordance with the WIFIA Loan Agreement.

11. The Borrower has complied with the requirements of the laws of the State of Indiana to lawfully pledge the WIFIA Trust Estate and use the Pledged WIFIA Cash Flows and other amounts payable to the Borrower pursuant to any Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument related to any WIFIA Participant Loan under which

Pledged WIFIA Cash Flows are payable as required by the terms of the WIFIA Alternative Indenture and the WIFIA Loan Agreement.

In addition, with respect to any document or instrument to which the Borrower is a party, our opinion is subject to the qualifications that: (1) the enforceability of such document or instrument may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights generally; (2) the enforceability of equitable rights and remedies provided in such documents and instruments may be subject to judicial discretion and may be limited by general principles of equity; (3) the enforceability of such document or instrument may be subject to the valid exercise of constitutional powers of the State of Indiana and the United States of America; and (4) certain remedial and waiver provisions of such document or instrument may be unenforceable; provided further, however, that it is our opinion that the unenforceability of these provisions would not affect the validity of such document or instrument or prevent the practical realization of the benefits thereunder.

This opinion is being furnished to you for your sole use only in connection with this transaction, and no other party is entitled to rely on it without our written consent.

Very truly yours,

Schedule A

The following herein also referred to collectively as the "Transactional Referenced Items."

A. Indiana Code 5-1.2 as supplemented and amended (collectively, the "Act");

B. The WIFIA Loan Agreement, dated as of September 6, 2019, between the Borrower and the Lender (the "WIFIA Loan Agreement");

C. The Indiana Finance Authority Taxable WIFIA Alternative Program Revenue Bond, Series 2019-1 (WIFIA), in an aggregate principal amount not to exceed Three Hundred Forty-Nine Million Dollars ($349,000,000) issued pursuant to the WIFIA Alternative Supplemental Indenture (the "Series 2019-1 Bond");

D. The Indiana Finance Authority Taxable WIFIA Alternative Program Revenue Bond, Series 2019-2 (WIFIA), in an aggregate principal amount not to exceed Eighty-Seven Million Dollars ($87,000,000) issued pursuant to the WIFIA Alternative Supplemental Indenture (the "Series 2019-2 Bond" and, together with the Series 2019-1 Bond, the "WIFIA Alternative Bonds");

E. The WIFIA Alternative Indenture of Trust, dated as of September 1, 2019, by and between the Borrower and The Bank of New York Mellon Trust Company, N.A., as trustee (the "WIFIA Alternative Indenture");

F. The Seventh Amended and Restated Wastewater SRF Trust Indenture, dated as of September 1, 2019 (the "Wastewater Indenture"), by and between the Borrower (as successor to State of Indiana with respect to such indenture) and The Bank of New York Mellon Trust Company, N.A. (successor to J. P. Morgan Trust Company, National Association), as trustee;

G. The Fourth Amended and Restated Drinking Water SRF Trust Indenture, dated as of September 1, 2019, (the "Drinking Water Indenture" and together with the Wastewater Indenture, collectively, the "SRF Indentures"), by and between the Borrower (as successor to State of Indiana with respect to such indenture) and The Bank of New York Mellon Trust Company, N.A. (successor to J. P. Morgan Trust Company, National Association), as trustee;

H. Series 2019-1 (WIFIA) and Series 2019-2 (WIFIA) Supplemental Indenture of Trust, dated as of September 1, 2019, between the Borrower and The Bank of New York Mellon Trust Company, N.A., as trustee (the "WIFIA Alternative Supplemental Indenture");

I. The Seventh Amended and Restated Indenture of Trust, dated as of September 1, 2019 (the "Primary Indenture"), between the Borrower and The Bank of New York Mellon Trust Company, N.A. (successor to J. P. Morgan Trust Company,

National Association), as trustee, pursuant to which Primary Bonds (as defined in the Primary Indenture) have been issued (and may hereafter be issued) and are outstanding thereunder;

J. The Irrevocable Instruction, dated as of September 6, 2019, issued by the Borrower for the benefit of the Lender (the "Irrevocable Instruction");

K. The resolution approved by the Borrower at its meeting held on August 15, 2019 (the "Resolution") and related minutes; and

L. Such other documents and instruments as we have deemed relevant and necessary.

[End of Schedule A]

[End of Exhibit H-1]

EXHIBIT H-2

OPINIONS REQUIRED OF BOND COUNSEL

An opinion of bond counsel, dated as of the Effective Date, as follows:

Indiana Finance Authority
Indianapolis, Indiana

The Bank of New York Mellon Trust Company, N.A.,
as WIFIA Alternative Trustee,
Indianapolis, Indiana

Re: Indiana Finance Authority Taxable WIFIA Alternative Program Revenue Bond, Series 2019-1 (the "Series 2019-1 Bond") and Taxable WIFIA Alternative Program Revenue Bond Series 2019-2 (the "Series 2019-2 Bond" and together with the Series 2019-1 Bond, together, the "Series 2019-1/2 Bonds"), dated the date hereof, in the combined aggregate principal amount not to exceed $436,000,000.

Ladies and Gentlemen:

We have acted as bond counsel to the Indiana Finance Authority (the "Issuer") in connection with the issuance of the Series 2019-1/2 Bonds by the Issuer pursuant to (i) the WIFIA Alternative Indenture of Trust dated as of September 1, 2019 (the "WIFIA Master Bond Indenture"); (ii) the Series 2019-1 (WIFIA) and Series 2019-2 (WIFIA) Supplemental Indenture of Trust dated as of September 1, 2019 (the "Series Supplemental Indenture" and with the WIFIA Master Bond Indenture, the "WIFIA Bond Indenture"), each between the Issuer and The Bank of New York Mellon Trust Company, N.A., as WIFIA Alternative Trustee (the "WIFIA Alternative Trustee"); (iii) the WIFIA Loan Agreement dated as of September 6, 2019 (the "WIFIA Loan Agreement"), between the Issuer and the United States Environmental Protection Agency, an agency of the United States of America, acting by and through its Administrator (the "Lender"); and (iv) the Seventh Amended and Restated Indenture of Trust dated as of September 1, 2019 (the "Primary Indenture"), between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Primary Bond Trustee. At the time of issuance of the Series 1/2 Bonds, the Issuer executed (i) the Seventh Amended and Restated Wastewater SRF Trust Indenture, dated as of September 1, 2019, by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee; (ii) the Fourth Amended and Restated Drinking Water SRF Trust Indenture, dated as of September 1, 2019, by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee; and (iii) the Irrevocable Instruction, dated as of September 6, 2019, issued by the Issuer for the benefit of the Lender. We have examined the law and a certified transcript of proceedings of the Issuer relating to the authorization, issuance and sale of the Series 2019-1/2 Bonds and such other papers as we deem necessary to render this opinion letter made on the date of this opinion letter. (Capitalized terms not defined in this opinion letter shall have the respective definitions ascribed thereto in the WIFIA Bond Indenture and the WIFIA Loan Agreement.)

Pursuant to the WIFIA Bond Indenture, the Series 2019-1/2 Bonds are secured, on a first lien basis, by the WIFIA Alternative Trust Estate, which includes *inter alia* the Alternative Participant Loan Principal Payments and Alternative Participant Loan Interest Payments from WIFIA Participant Loans. Pursuant to and subject to compliance with the requirements of the WIFIA Bond Indenture and WIFIA Loan Agreement, Permitted Transfers may be made following payment of WIFIA Debt Service and applicable WIFIA Loan Expenses and mandatory prepayments of the WIFIA Loan by the Wastewater Trustee, the Drinking Water Trustee and the WIFIA Alternative Trustee for the payment of other obligations of the Issuer. Pursuant to the WIFIA Bond Indenture and the Primary Bond Indenture, the holders of the Primary Bonds are secured by the portions of the WIFIA Alternative Trust Estate that become available for release as Permitted Transfers.

We have relied upon the certified transcript of proceedings and other certificates of public officials, and have not undertaken to verify the same by independent investigation.

Based upon our examination, we are of the opinion, on the date of this opinion letter, that:

1. The Series 2019-1/2 Bonds are the valid and binding limited obligations of the Issuer, enforceable against the Issuer in accordance with their terms.

2. The WIFIA Bond Indenture is a valid and binding agreement of the Issuer, enforceable in accordance with its terms. The WIFIA Bond Indenture creates the valid pledge, which it purports to create, of the WIFIA Alternative Trust Estate, subject to the application thereof to the purposes, and on the conditions, permitted by the WIFIA Bond Indenture. The Liens created in the WIFIA Bond Indenture on the WIFIA Alternative Trust Estate secure the Series 2019-1/2 Bonds on a first lien basis and no other indebtedness of the Issuer is secured by the WIFIA Alternative Trust Estate, except to the extent of the Lien granted in the Primary Indenture on any portion of the WIFIA Alternative Trust Estate that becomes available for release as Permitted Transfers in accordance with the WIFIA Loan Agreement.

3. The Series 2019-1/2 Bonds are secured by the Liens on the WIFIA Alternative Trust Estate and are WIFIA Alternative Bonds entitled to the benefits of WIFIA Alternative Bonds under the WIFIA Alternative Indenture, enforceable under the laws of the State without any further action by the Issuer or any other Person.

4. The WIFIA Bond Indenture creates the valid and binding assignment and pledge of the WIFIA Alternative Trust Estate to secure the payment of the principal of, interest on, and other amounts payable in respect of, the Series 2019-1/2 Bonds, irrespective of whether any party has notice of the pledge and without the need for any physical delivery, recordation, filing or further act.

5. All actions by the Issuer that are required for the application of Pledged WIFIA Cash Flows and other amounts paid to the Issuer pursuant to any Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument related to any WIFIA Participant Loan under which Pledged WIFIA Cash Flows are payable as required under the WIFIA Alternative Indenture and under the WIFIA Loan Agreement have been duly

and lawfully taken.

It is to be understood that the proceeds of the Series 2019-1/2 Bonds are to be used to fund Eligible Project Participant Loans (as defined in the WIFIA Loan Agreement). We have not been engaged or undertaken to review any compliance by any SRF Program Participant with any requirements related to such Eligible Project Participant Loans, and we express no opinion relating thereto.

It is also to be understood that the rights of the owners of the Series 2019-1/2 Bonds and the enforceability of the Series 2019-1/2 Bonds, the WIFIA Bond Indenture and the WIFIA Loan Agreement may be subject to the valid exercise of the constitutional powers of the United States of America and the State. It is to be further understood that the rights of the owners of the Series 2019-1/2 Bonds and the enforceability of the Series 2019-1/2 Bonds, the WIFIA Bond Indenture and the WIFIA Loan Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

Very truly yours,

September 6, 2019

United States Environmental Protection Agency
Washington, D.C.

Re: Indiana Finance Authority Taxable WIFIA Alternative Program Revenue Bond, Series 2019-1 and Taxable WIFIA Alternative Program Revenue Bond Series 2019-2, each dated the date hereof, in the combined aggregate principal amount not to exceed $436,000,000

Ladies and Gentlemen:

You may rely upon our opinion letter, dated the date hereof, as bond counsel for the referenced bonds as if it were addressed to you. Our opinion letter is enclosed. This letter is not intended to create any attorney-client relationship with the addressee hereto.

Very truly yours,

[End of Exhibit H-2]

EXHIBIT I

FORM OF CERTIFICATE OF WIFIA TRUSTEE

INDIANA FINANCE AUTHORITY

WIFIA Revenue Bond,
Indiana SRF Programs
(WIFIA – 2019-N17114IN)

As of this 6th day of September, 2019, the undersigned, The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), by its duly appointed, qualified and acting officer, holding the office as indicated below my signature, certifies with respect to the Indiana Finance Authority (the "Borrower") Taxable WIFIA Alternative Program Revenue Bond, Series 2019-1 (the "Series 2019-1 Bond") and the Indiana Finance Authority Taxable WIFIA Alternative Program Revenue Bond, Series 2019-2 (the "Series 2019-2 Bond", and together with the Series 2019-1 Bond, collectively, the "WIFIA Revenue Bonds") each dated as of September 6, 2019, as follows (capitalized terms used in this certificate which are not otherwise defined shall have the meanings given to such terms in the WIFIA Alternative Indenture (as defined below)):

1. That the Trustee is a national association duly organized and validly existing under the laws of the United States of America and is duly licensed and in good standing under the laws of the State of Indiana.

2. That all approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter which would constitute a condition precedent to the performance by the Trustee of its duties and obligations under the WIFIA Alternative Indenture have been obtained and are in full force and effect.

3. That the undersigned is authorized to act as Trustee and accept the trusts conveyed to it under the WIFIA Alternative Indenture (the "Trusts"), has accepted the Trusts so conveyed and in so accepting the Trusts is not in violation of any provision of its articles of association or bylaws, any law, regulation or court or administrative order or any agreement or other instrument to which it is a party or by which it may be bound.

4. That attached to this certificate as ANNEX ONE is a full, true and correct copy of excerpts from the bylaws or other documentary material establishing the trust authority of the Trustee and pursuant to the authorization contained therein, [_____] was authorized to sign and authenticate, in the name and on behalf of the Borrower the WIFIA Revenue Bonds issued pursuant to the WIFIA Alternative Indenture of Trust and the Series 2019-1 (WIFIA) and Series 2019-2 (WIFIA) Supplemental Indenture of Trust (and as so and otherwise supplemented and amended, collectively, the "WIFIA Alternative Indenture"), each dated as of September 1, 2019, by and between the Borrower and the Trustee and these bylaws and other documentary material were in effect on the date or dates such officers acted and remain in full force and effect on the date hereof.

5. That receipt is acknowledged of the WIFIA Revenue Bonds and the WIFIA Loan Agreement, dated as of September 6, 2019, between the Borrower and the United States Environmental Protection Agency, acting by and through its Administrator.

6. That each WIFIA Account has been established as provided in the WIFIA Alternative Indenture, the Drinking Water Indenture and the Wastewater Indenture.

7. That the following officer of the Trustee has been duly elected or appointed and qualified to the office described below and is presently serving as such, and his/her signature is as follows:

_____
Typewritten name

_____
Official Title

_____
Specimen Signature

[SIGNATURE PAGE FOLLOWS]

Dated as of the date first above written.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By: _____
Name:
Title:

ANNEX ONE TO EXHIBIT I

TRUST AUTHORITY DOCUMENTS

[to be inserted]

[End of Exhibit I]

EXHIBIT J

FORM OF CERTIFICATE REGARDING CONDITIONS PRECEDENT

Reference is made to that certain WIFIA Loan Agreement, dated as of September 6, 2019 (the "WIFIA Loan Agreement"), by and among the INDIANA FINANCE AUTHORITY (the "Borrower") and the United States Environmental Protection Agency, acting by and through the Administrator (the "WIFIA Lender"). Capitalized terms used in this certificate and not defined shall have the respective meanings ascribed to such terms in the WIFIA Loan Agreement.

1. The undersigned, Dan Huge, Public Finance Director of the State of Indiana, as Borrower's Authorized Representative, does hereby certify on behalf of the Borrower and not in his/her personal capacity, as of the date hereof:

(a) pursuant to clause (i) of Section 12(a) of the WIFIA Loan Agreement, attached hereto as Exhibit A are complete and fully executed copies of each WIFIA Loan Document, together with any amendments, waivers or modifications thereto that are effective on or after the Effective Date, in each case that has been entered into on or prior to the Effective Date, and each such agreement is in full force and effect;

(b) pursuant to clause (v) of Section 12(a) of the WIFIA Loan Agreement, attached hereto as Exhibit B are copies of the ratings letters of two (2) Nationally Recognized Rating Agencies assigning a public Investment Grade Rating to the WIFIA Loan, and, as of the Effective Date, no such rating has been reduced, withdrawn or suspended;

(c) pursuant to clause (vi) of Section 12(a) of the WIFIA Loan Agreement, attached hereto as Exhibit C is an incumbency certificate that lists all persons, together with their positions and specimen signatures, who are duly authorized by the Borrower to execute the WIFIA Loan Documents to which the Borrower is or will be a party, and who have been appointed a Borrower's Authorized Representative in accordance with Section 25 of the WIFIA Loan Agreement;

(d) pursuant to clause (ix) of Section 12(a) of the WIFIA Loan Agreement, hereto as Exhibit D is the Base Case Financial Model, which was prepared by the Borrower and (i) demonstrates that projected Pledged WIFIA Cash Flows are sufficient to pay WIFIA Debt Service in accordance with the Loan Amortization Schedule, (ii) demonstrates Cash Flow Sufficiency, (iii) reflects principal amortization and interest payment schedules acceptable to the WIFIA Lender and (iv) is otherwise in form and substance acceptable to the WIFIA Lender;

(e) pursuant to clause (x) of Section 12(a) of the WIFIA Loan Agreement, attached hereto as Exhibit E-1 is the Cash Flow Certificate, which demonstrates Cash Flow Sufficiency, and attached hereto as Exhibit E-2 is a final, complete and, if applicable, executed copy of the cash flow certificate contemplated by Section 3.09(B) of each SRF Indenture, reflecting that each of the Designated Participant Loans has been pledged to the WIFIA Alternative Indenture on a first lien basis;

(f) pursuant to clause (xii) of Section 12(a) of the WIFIA Loan Agreement, (i) attached hereto as Exhibit F is a true, correct and complete copy of the Environmental Determination for the Project, which document has not been revoked or amended on or prior to the date hereof and (ii) the Borrower has complied with all other applicable federal, state or local environmental review and approval requirements with respect to the Eligible Projects;

(g) pursuant to clause (xiv) of Section 12(a) of the WIFIA Loan Agreement, (i) the Borrower's Federal Employer Identification Number is 35-1602316, (ii) the Borrower's Data Universal Numbering System number is 782762541, and (iii) the Borrower has registered with, and obtained confirmation of active registration status from, the federal System for Award Management (www.SAM.gov), and attached hereto as Exhibit G is evidence of each of (ii) and (iii);

(h) pursuant to clause (xv) of Section 12(a) of the WIFIA Loan Agreement, the Borrower is a body politic and corporate, not a state agency but an independent instrumentality exercising essential public functions, duly created and existing under and by virtue of the IFA Act with full power, authority and legal right to own its properties and carry on its business as now conducted;

(i) pursuant to clause (xviii) of Section 12(a) of the WIFIA Loan Agreement, the Borrower has opened each of the accounts described in clauses (a), (b), (c) and (d) of the definition of WIFIA Accounts;

(j) the representations and warranties of the Borrower set forth in the WIFIA Loan Agreement and in each other WIFIA Loan Document are true and correct in all material respects (except to the extent any representation and warranty itself is qualified by "materiality," "Material Adverse Effect" or a similar qualifier, in which case, it shall be true and correct in all respects) on and as of the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct in all material respects (except to the extent any representation and warranty itself is qualified by "materiality," "Material Adverse Effect" or a similar qualifier, in which case, it shall be true and correct in all respects) as of such earlier date;

(k) the Borrower has paid in full all invoices delivered by the WIFIA Lender to the Borrower as of the Effective Date for the reasonable fees and expenses of the WIFIA Lender's counsel and financial advisors employed by the WIFIA Lender for the purposes of entering into the WIFIA Loan Agreement;

(l) the Borrower is authorized, pursuant to the IFA Act and Indiana Code 5-1-14-4, to pledge, assign, and grant the Liens on the WIFIA Trust Estate purported to be pledged, assigned, and granted pursuant to the WIFIA Alternative Indenture and the WIFIA Alternative Supplemental Indenture, without the need for notice to any Person, physical delivery, recordation, filing or further act;

(m) the Borrower is in compliance with the WIFIA Federal Involvement Limit; and

(n) each Designated Participant Loan outstanding as of the Effective Date that has an initial principal amount in excess of $1,000,000 (when excluding amounts made available for "additional subsidy forgivable loans" as shown in Schedule II to the WIFIA Loan Agreement) satisfies, in all material respects, each of the WIFIA Participant Loan Underwriting Standards and no such WIFIA Participant Loan Underwriting Standards have been or will be waived.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first mentioned above.

INDIANA FINANCE AUTHORITY

By: _____
Name: Dan Huge
Title: Public Finance Director of the State of Indiana

[Signature Page to Omnibus Certificate of the Borrower]

EXHIBIT C TO EXHIBIT J

INCUMBENCY CERTIFICATE

Capitalized terms used but not defined herein have the meaning set forth in the WIFIA Loan Agreement, dated as of September 6, 2019 (the "WIFIA Loan Agreement"), by and between the INDIANA FINANCE AUTHORITY (the "Borrower") and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator (the "WIFIA Lender").

The undersigned certifies that as the Public Finance Director of the State of Indiana and by authorization of the Borrower's governing board he/she is authorized to execute this certificate and further certifies that the following persons have been elected or appointed, are qualified, and are now acting as officers or authorized persons of the Borrower in the capacity or capacities indicated below, and that the signatures set forth opposite their respective names are their true and genuine signatures. He/she further certifies that any of the officers listed below is authorized to sign agreements and give written instructions with regard to any matters pertaining to the WIFIA Loan Documents and/or the WIFIA Loan Documents as the Borrower's Authorized Representative:

Name	Title	Signature
Cristopher R. Johnston	Chair	_____
Dan Huge	Public Finance Director of the State of Indiana	_____

IN WITNESS WHEREOF, the undersigned has executed this certificate as of this 6th day of September, 2019.

INDIANA FINANCE AUTHORITY

By: _____
Name: Dan Huge
Title: Public Finance Director of the State of Indiana

EXHIBIT K

FORM OF CASH FLOW CERTIFICATE

CERTIFICATE OF PROGRAM REPRESENTATIVE AS REQUIRED BY SECTION 12(a)(x) OF THE WIFIA LOAN AGREEMENT REGARDING CASH FLOW AND RELATED MATTERS (in connection with Entering into the WIFIA Loan)

The undersigned, being the duly appointed and acting Program Representative of the Indiana Finance Authority (the "Authority"), as required by Section 12(a)(x) of that certain WIFIA Loan Agreement, dated as of September 6, 2019 (the "WIFIA Loan Agreement"), between the Authority and the United States Environmental Protection Agency, acting by and through its Administrator, and in furtherance of the purposes of the Wastewater SRF Program and Drinking Water SRF Program (collectively, the "SRF Programs") including the administration of Section 6.02, 6.04 and 7.02 of that certain WIFIA Alternative Indenture of Trust, dated as of September 1, 2019, as amended and supplemented (the "WIFIA Alternative Indenture"), between the Authority and the WIFIA Alternative Trustee named therein, together with other ancillary direction, does hereby certify as follows as of the Computation Effective Date (as defined below):

1. **Capitalized Terms**. Any capitalized terms appearing herein that are not otherwise defined shall have the meanings given such terms in the WIFIA Loan Agreement.

2. **Alternative Participant Loan Direction.** The Authority has caused the WIFIA Alternative Bonds issued pursuant to the WIFIA Alternative Indenture to be registered in the name of "United States Environmental Protection Agency, acting by and through its Administrator" (inclusive of its successor or assigns, the "WIFIA Lender") as provided in the WIFIA Loan Agreement. Pursuant to the WIFIA Loan Agreement and that certain Irrevocable Instruction, dated as of September 6, 2019 (the "Irrevocable Instruction"), the Authority has designated certain of its loans as WIFIA Participant Loans and has directed that the SRF Trustees and the WIFIA Trustee receive, deposit, transfer, and apply payments to be made pursuant to such WIFIA Participant Loans (the "Alternative Participant Loan Payments"), which together with any other amounts as may be made available to the WIFIA Trustee by or behalf of the Finance Authority, will permit the Finance Authority to (i) first pay WIFIA debt service on, and all WIFIA Loan Expenses and mandatory prepayments with respect to, all WIFIA Alternative Bonds Outstanding pursuant to the requirements of the WIFIA Loan Agreement, the SRF Indentures and the WIFIA Alternative Indenture (which application as described in this clause (i) will occur prior to any application being made as described in clause (ii) below); and (ii) second, to make Permitted Transfers (as defined in the WIFIA Loan

Agreement) (which application as described in this clause (ii) will occur after any application is made as described in clause (i) above).

3. **Cash Flow Finding.** Based upon the attached memorandum of PFM Financial Advisors LLC, as supported by the showings attached thereto (including in the schedule titled "***Coverage***" contained on page 5), the Authority reasonably expects the expected cash flow received by the WIFIA Alternative Trustee under the WIFIA Alternative Indenture (including Alternative Participant Loan Payments now or hereafter expected to be held in the WIFIA Subaccount of each of the Alternative Wastewater Participant Loan Interest Account, the Alternative Wastewater Participant Loan Principal Account, the Alternative Drinking Water Participant Loan Interest Account and the Alternative Drinking Water Participant Loan Principal Account; the WIFIA Account of the Supplemental Fund; and earnings on the respective Accounts) will, in the judgment of the undersigned, demonstrate Cash Flow Sufficiency as of the Computation Date.

This certificate is made effective as of [_____] (the "Computation Effective Date").

[Remainder of Page Left Intentionally Blank]

INDIANA FINANCE AUTHORITY

By:_____
James P. McGoff
as Program Representative

[*Signature page to Cash Flow Certificate – Alternative Bonds*]

Memorandum

To: James P. McGoff, Director of Environmental Programs, Indiana Finance Authority

From: Jessica Cameron Mitchell, Managing Director
Matthew Schnackenberg, Director

RE: Indiana Finance Authority ("Authority") State Revolving Fund Loan Programs

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In connection with the Authority's Certificate of Program Representative as of September 6, 2019 to which this memorandum is attached, please find schedules which detail:

A. Estimated debt service on all WIFIA Alternative Bonds issued under the WIFIA Alternative Indenture.
B. Estimated additional amounts payable under WIFIA Loan Agreement, herein assumed to be an annual Construction Period Servicing Fee of $10,000 for each annual period commencing on October 1, 2019 through and including October 1, 2024 and, thereafter an annual Operating Period Servicing Fee of $15,000 for each annual period (that commences October 1) estimated to occur prior to the Final Maturity Date ("Additional Amounts Payable").
C. Debt service information for WIFIA Participant Loans closed or expected to be closed to be made available by the Authority (as shown on the attached Annex 1) to provide for the payment of estimated debt service on all WIFIA Alternative Bonds issued under the WIFIA Alternative Indenture and Additional Amounts Payable.
D. For the Drinking Water SRF Program (DWSRF) and the Wastewater SRF Program (WWSRF) that separate projected revenues are sufficient to pay debt service on their respective portion of all WIFIA Alternative Bonds issued under the WIFIA Alternative Indenture. This sufficiency of coverage is demonstrated for each SRF Program without requiring the use of the cross-collateralization provisions between the SRF Programs to meet sufficiency.

These schedules provide support for the Certificate of Program Representative, are based on the current status of the SRF Programs and reasonable expectations of future earnings on various pledged investments and receipt of payments on pledged loans, and include the following:

1. Estimated debt service on all WIFIA Alternative Bonds issued under the WIFIA Alternative Indenture, which is consistent with Exhibit G to the WIFIA Loan Agreement as such was made available by the Authority.
2. Actual debt service information for WIFIA Participant Loans closed on or prior to the date of this memorandum as made available by the Authority to provide for the payment of (a) estimated debt service on all WIFIA Alternative Bonds issued under the WIFIA Alternative Indenture and (b) Additional Amounts Payable.

3. Estimated debt service information for WIFIA Participant Loans expected to close after the date of this memorandum as made available by the Authority to provide for the payment of (a) debt service on all WIFIA Alternative Bonds issued under the WIFIA Alternative Indenture and (b) Additional Amounts Payable.
4. Assumes all WIFIA Participant Loans closed within the last two years reflect only the portion which is drawn and interest accrues on only the drawn portion of such loan.
5. Assumes all WIFIA Participant Loans expected to close after the date of this memorandum are drawn at 25% per every semiannual period and interest accrues on only the drawn portion of such loan.
6. Assumes allocation of the par amount as outlined in the Summary of WIFIA Alternative Bonds attached.
7. Assumes the investments are allocated as set forth in the WIFIA Alternative Indenture, the Wastewater Indenture and the Drinking Water Indenture and as provided by the Authority.
8. Assumes all investments of funds held in money market funds or as cash earn at a rate of 0%.

EXHIBIT L

FORM OF REPLACEMENT ELIGIBLE PROJECT QUALIFICATION CERTIFICATE

[*Letterhead of Borrower*]

[*Date*]

WIFIA Program Office
[Insert Proper Address]
Attention: Administrator

Project: WIFIA Eligible Project List Project (WIFIA – 2019- N17114IN)

Dear Director:

This certificate is provided pursuant to [Section 15(p)(*Affirmative Covenants – Eligible Project Replacement*)][Section 19(c)(*Events of Default and Remedies – Replacement Eligible Project Cure Right*)] of that certain WIFIA Loan Agreement (the "**WIFIA Loan Agreement**"), dated as of September 6, 2019 by and between the Indiana Finance Authority (the "**Borrower**") and the United States Environmental Protection Agency, acting by and through its Administrator (the "**WIFIA Lender**").

Unless otherwise defined herein, all capitalized terms in this certificate have the meanings assigned to those terms in the WIFIA Loan Agreement.

I, the undersigned, in my capacity as the Borrower's Authorized Representative and not in my individual capacity, do hereby certify to the WIFIA Lender that

1. the Borrower intends to replace the Eligible Project listed as item [__] in Schedule III to the WIFIA Loan Agreement with the following project (the "**Replacement Eligible Project**"):

   [_____][6];

2. to the extent the Replacement Eligible Project will not be funded in full by proceeds of the WIFIA Loan, it will be funded from the following source(s):

   [_____];

3. the Replacement Eligible Project complies with all applicable federal laws, rules, regulations, and guidance;

---

[6] Insert description of Replacement Eligible Project that includes all information included for the Eligible Projects listed in Schedule III to the WIFIA Loan Agreement.

4. attached hereto as Exhibit A is a true, correct and complete copy of the Environmental Determination for the Replacement Eligible Project, which document has not been revoked or amended on or prior to the date hereof;

5. the replacement of the Eligible Project listed in item 1 above with the Replacement Eligible Project could not reasonably be expected to result in a Material Adverse Effect; and

6. [the Replacement Eligible Project does not give rise to an Event of Default or event or condition that, with the giving of any notice, the passage of time, or both, would be an Event of Default][7].

IN WITNESS WHEREOF, the undersigned has executed this certificate as of [_____] , 20[__].

INDIANA FINANCE AUTHORITY

By: _____
Name:
Title:

[7] To be used in the context of Section 19(c).

EXHIBIT A TO EXHIBIT L

ENVIRONMENTAL DETERMINATION

EXHIBIT M

FORM OF ANNUAL USEPA SRF PROGRAM REPORT

See attached.

STATE OF INDIANA

Clean Water
State Revolving Fund
Loan Program

IFA
Environmental Programs
Brownfields
SRF

Annual Report

State Fiscal Year 2018

July 1, 2017 – June 30, 2018

Clean Water State Revolving Fund Loan Program
Annual Report SFY 2018

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Exhibits:

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Exhibit K: Program Fee Expenditures
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Exhibit R: All Clean Water Projects Closed since 1992
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Exhibit T: Summary of CWSRF Projects with a Regional Solution SFY 2014-2018

State of Indiana
Clean Water State Revolving Fund Loan Program
Annual Report
SFY 2018

I. Introduction

Pursuant to 40 CFR 35.3165, the State of Indiana (State), acting through its Indiana Finance Authority (Authority) submits its Annual Report for the Clean Water State Revolving Fund (CWSRF) Loan Program to the Regional Administrator of the U.S. Environmental Protection Agency (EPA), Region V.

This Annual Report is for State Fiscal Year (SFY) 2018 (July 1, 2017 - June 30, 2018). It is prepared in accordance with Section 606(d) of the Clean Water Act (CWA), as amended by the Water Quality Act of 1987, further amended by the Water Resources and Development Act (WRRDA) of 2014, and 40 CFR 35.3165(a) and (b).

II. SRF Loan Program Management [40 CFR 35.3110]

Indiana Code 5-1.2-10 and 5-1.2-3 govern the establishment and administration of the CWSRF Loan Program by the Authority.

III. Goals and Objectives of the SFY 2018 Intended Use Plan [40 CFR 35.3150(b)(2)]

The purpose of the CWSRF Loan Program is to provide low-cost financial assistance to Indiana utilities to enable the construction of necessary and environmentally sound clean water infrastructure; facilitate statewide compliance with state and federal water quality standards; maintain a fiscally self-sufficient program as a continuing source of funding for improvement and protection of water quality and public health; and, conduct any other activity permitted by the CWA.

To accomplish these intentions, the Authority set short-term and long-term goals and objectives as part of the SFY 2018 Intended Use Plan (IUP). A description of how the CWSRF Loan Program has achieved these goals or is working toward them is in Exhibit A.

EPA's 2018 Capitalization Grant requires the Authority to allocate 10%, or $3,861,000 of its funds, to green projects. The Authority accomplished this requirement via its Green Project Reserve (GPR) Sustainability Incentive Program, which is offered by the SRF Loan Programs to participants that incorporate green project components into their projects. Exhibit B, Green Project Reserve by Capitalization Grant Year, lists the 2018 Capitalization Grant GPR projects.

Under the terms and conditions of the 2018 Capitalization Grant, the CWSRF Loan Program is required to use ten (10%) percent, or $3,861,000 of its funds available in the grant to provide additional subsidy to eligible recipients. In addition, the CWSRF Loan Program may provide a range of 0% to 30%, or $0 to $11,583,000, of its 2018 Capitalization Grant in the form of Additional Subsidization. Additional Subsidization may be in the form of principal forgiveness, negative interest rate loans, or grants. The 2018 Capitalization Grant was awarded on August 16, 2018 and the CWSRF Loan Program has identified communities that are eligible to receive the Additional Subsidization from the 2018 Capitalization Grant. Exhibit C, Additional Subsidization by Capitalization Grant Year, lists participants that have received Additional Subsidization in the form of principal forgiveness in past years. As of June 30, 2018, the CWSRF

Loan Program has provided Additional Subsidization totaling $49.1 million dollars in the form of principal forgiveness, thus meeting the Additional Subsidization goals of the Capitalization Grants for SFY 2010-2016. The CWSRF Loan Program has identified communities that are eligible to receive the Additional Subsidization remaining from the 2018 Capitalization Grant. Exhibit C will be updated in subsequent Annual Reports documenting the fulfillment of grant requirements. Priority for Additional Subsidization was given to communities that could not otherwise afford such projects. The Authority shall spend the Additional Subsidization as required by the terms and conditions of the Capitalization Grant, which allows Indiana four years in which to spend the Additional Subsidization. Every attempt will be made to spend the Additional Subsidization within two years of receiving the Capitalization Grant.

Another requirement of the Capitalization Grant is to document projects that are categorized as Equivalency Projects. The purpose of Equivalency within the SRF programs is to allow states to select groups of loans the sum of which is equal to the amount of a Capitalization Grant to meet specific federal requirements for the program. For the Clean Water SRF program, these requirements include, meeting crosscutter requirements, single audit requirements, Federal Funding Accountability and Transparency Act reporting requirements, Disadvantaged Business Enterprises, the Signage Requirement and architectural and engineering procurement. Exhibit D, Equivalency Projects by Capitalization Grant Year, lists the Equivalency Projects and the Equivalency requirements of the Program in SFY 2018.

To meet the minimum requirements of 603 9(d)(1)(E) of the Clean Water Act, as amended, the Authority worked in SFY 2015 to develop criteria for the contents of the Fiscal Sustainability Plans that are required of all CWSRF loans submitting an application on or after October 1, 2014 and where the project will repair, replace or expand a treatment works. In SFY 2018, of the twenty-six loans closed, twenty-five loan recipients submitted applications to the program after October 1, 2014. All twenty-five have committed to providing certification of development and implementation of a Fiscal Sustainability Plan prior to the completion of their loan. In SFY 2016, the Authority worked to develop criteria for the cost and effectiveness life cycle documentation that is required for all CWSRF loans submitting an application on or after October 1, 2015. In SFY 2018, twenty-four loan recipients submitted applications to the program after October 1, 2015. All twenty-four have committed to providing certification of cost and effectiveness life cycle documentation prior to the completion of their loan. Additional information can be found in Exhibit P, WRRDA Requirements – Applicability to loans closed SFY 2018.

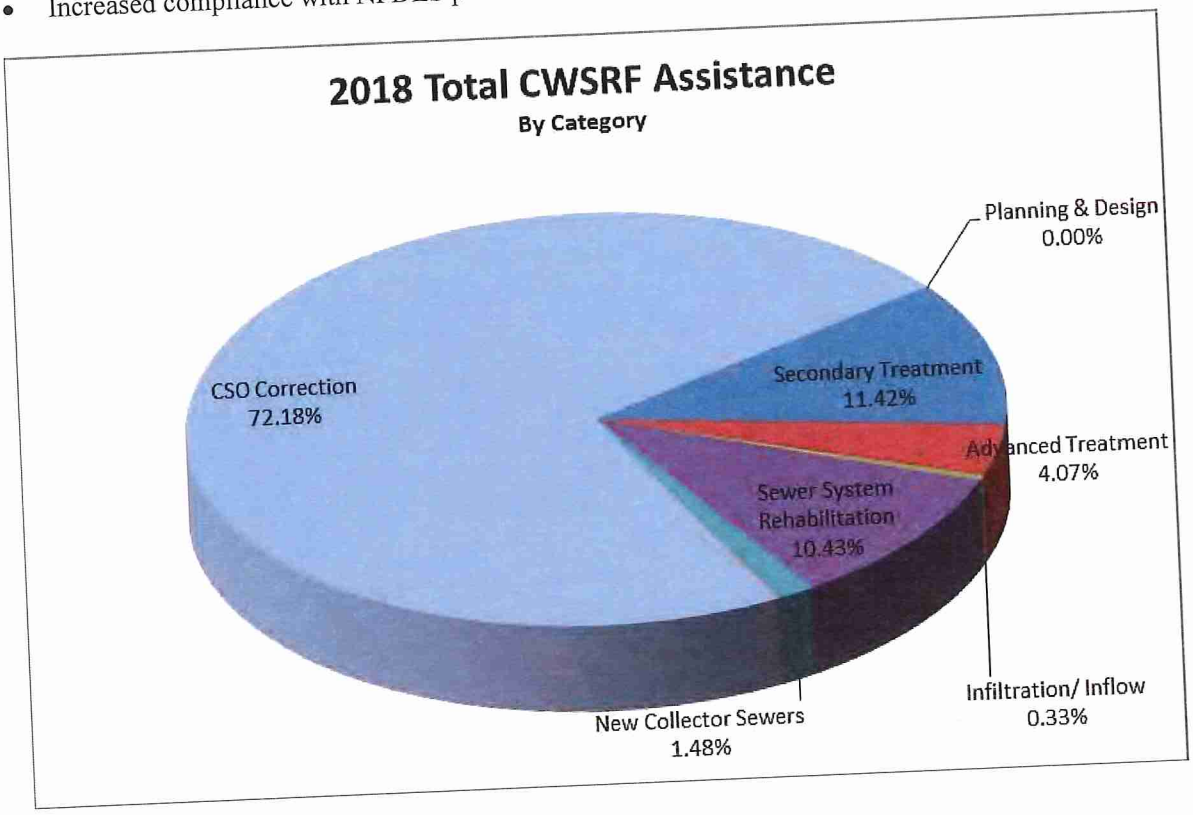
IV. Environmental Review [40 CFR 35.3140]

All CWSRF Loan Program-funded projects and activities were in compliance with federal Cross-Cutting Authorities and State Environmental Review Procedures (SERP). A description of each project funded in SFY 2018 is attached in Exhibit E.

Regionalization, or independent public bodies sharing the responsibility of providing wastewater services to residents, can lead to many benefits for communities and the State. Regional solutions to wastewater issues reduce administrative operation and maintenance costs, offer economies of scale and create environmental benefits such as fewer outfalls and less excavation. Through incentives and close work with utilities, the Authority has encouraged regionalization through the Program and closed thirteen loans in the last five years assisting communities with regionalization projects. See Exhibit T for details.

The participants receiving funds from the CWSRF Loan Program during SFY 2018 will realize the following significant environmental and public health benefits:

- Significant impacts in combined sewer overflow (CSO) events. 72% of the CWSRF funds in SFY 2018 went toward the correction of CSOs. See *2018 Total CWSRF Assistance;*
- Elimination of approximately 120 failing septic systems in two communities, eliminating failing systems that discharge to waters of the state;
- $247 million in CWSRF funds targeted to abate pathogen or nutrient loadings to impaired water bodies (303(d) listed streams).
- Assisting communities in meeting the requirements of eight CSO Long Term Control Plans (LTCP), two Agreed Orders with the Indiana Department of Environmental Management, and allowed three communities to meet new limits included in their National Pollutant Discharge Elimination System (NPDES) permit.
- Increased compliance with NPDES permits.



V. State Match [40 CFR 35.3165(b)(2)]

The Authority has fully met its State Match requirements through the end of SFY 2018 by means of depositing the net proceeds from revenue bonds issued by the Authority into the CWSRF Loan Fund. To date, the CWSRF Loan Program State Match has aggregated in excess of 20% of the awarded $968,319,853 Capitalization Grants the Authority was required to match through June 30, 2018. See Exhibit F for a history of the Capitalization Grants awarded to the CWSRF Loan Program. Exhibit G details State Match deposited in the CWSRF through the end of SFY 2018; the sources of such State Match; and how repayment of revenue bonds providing any such State Match has been (and will continue to be) managed in a manner consistent with federal and state law.

VI. Binding Commitments Exceed 120% of Grant [40 CFR 35.3165(b)(4)]

During SFY 2018, the CWSRF Loan Program financed 26 loan agreements, with 21 recipients, totaling $276,606,839. Since the CWSRF Loan Program's inception in 1992, 528 loans aggregating approximately $3.9 billion have been financed, more than three times the amount of federal Capitalization Grants that have been awarded to the CWSRF Loan Program ($1,062,767,353). For a summary of all financings by the CWSRF Loan Program during SFY 2018, please see Exhibit H.

VII. Expeditious and Timely Use of Funds [40 CFR 35.3165(b)(5)]

The CWSRF Loan Program is a leveraged program and has established itself as a highly rated borrower in the national bond market. The Authority has utilized its Capitalization Grants to leverage multiple series of bonds, aggregating over $1.136 billion in outstanding principal as of June 30, 2018, a portion of which has funded CWSRF Loan Program loans. A summary of the accounts and associated balances are set forth in Exhibit I: Intended Uses of Funds, attached hereto. Future bond issuances may be used to fund new commitments related to new loans in future years. The balance of the bond proceeds not available for loans are used for reserve funds, administrative expenses, and costs of issuance.

A. Interest Rates

The CWSRF Loan Program recognizes the continued need to balance the level of subsidy with the inherent limited capacity of the CWSRF Loan Program to meet demand for loans and participant affordability constraints. This balancing is reflected in the Authority's present interest rate policy.

Interest rates applied to new loans are reset on the first business day of each January, April, July and October using a Base CWSRF Program Interest Rate (Base Rate). The Base Rate is calculated by using 90% of the average 20-year, AAA-rated general obligation bond Municipal Market Data (MMD) composite index for the most recent calendar month. The Base Rate is then discounted further based upon a participant's Median Household Income (MHI) from the 2011-2015 ACS 5-year estimate data and projected user rates. User rate information is reviewed by the CWSRF Loan Program staff to finalize a CWSRF Loan Program interest rate.

The CWSRF Loan Program offered interest rates ranging from a low of 2.00% to a high of 2.62% during SFY 2018. A summary of the actual interest rates for each quarter of SFY 2018 is set forth in Exhibit J.

The subsidized CWSRF Loan Program interest rate has provided an estimated aggregate savings of $35,279,310 to participants closing a CWSRF Loan Program loan during SFY 2018. See "SRF Savings" column in Exhibit H for savings provided to each participant.

B. Terms

All CWSRF Loan Program loans closed in SFY 2018 were structured with annual or semi-annual principal repayments commencing one year after expected completion of the proposed project, and a majority of the loans with a final principal payment no later than 20 years after expected completion of the proposed project.

With the enactment of WRRDA, which became effective October 1, 2014, loan terms may extend up to 30 years, but must not exceed the useful life of the project.

On August 3, 2017, the Authority received EPA approval to offer extended term financings in both CWSRF and DWSRF Loan Programs. A loan term up to 35 years may be given to all Indiana utilities to correct the issue of aging infrastructure for all water and sewer projects having a useful life equal to the loan term.

In SFY 2018, the CWSRF Loan Program closed three loans that include 35 year loan terms.

C. Other Assistance Provided

As of June 30, 2018, the CWSRF Loan Program has provided a total of $49,166,879 of Additional Subsidization in the form of principal forgiveness to 28 loan recipients during SFY 2010-2018. Exhibit C, Additional Subsidization by Capitalization Grant Year, lists participants that received principal forgiveness.

For SFY 2018, The CWSRF Loan Program used the affordability criteria stated in the 2018 IUP to assist in identifying applicants that would have difficulty financing projects without Additional Subsidization. Items considered included a low MHI, high post-project user rates, a high unemployment rate, a negative population trend and other factors/ data deemed relevant by the CWSRF, including projects that have a regional solution.

This allowed the CWSRF Loan Program to assist communities that could not otherwise afford a CWSRF loan to receive the Additional Subsidization. The CWSRF Loan Program has not set a cap on the amount of principal forgiveness that a community may receive.

During SFY 2018, the CWSRF Loan Program provided one community $138,526,839 in CWSRF Pooled Loan funding. The CWSRF Pooled Loan program offers eligible participants the "AAA" interest rate that is available to the CWSRF Loan Program at the time of their loan closing.

In addition to SRF funds, other federal, state and local funds are associated with SRF projects. In SFY 2018 an additional $7.5 million in funds from other federal programs also assisted SRF loan recipient. Further, an additional $5.7 million was contributed from non-federal sources. See Exhibit S for details.

D. Administrative Expenses and Fees

Pursuant to Section 603(d)(7), the CWSRF has selected to take an amount equal to four percent of all grant awards less any amounts used in previous years to offset CWSRF Loan Program costs, including administrative, legal and financial fees and expenses to operate the CWSRF in perpetuity. During SFY 2018, the CWSRF Loan Program used a portion ($1,762,470) of the maximum allowable percentage of each federal Capitalization Grant to offset CWSRF Loan Program costs to operate the CWSRF Loan Program. The portion not used is being carried forward for application in future years on an as needed basis. Exhibit I: Expeditious and Timely Use of Funds identifies the balance of the CWSRF Program's four-percent administrative expense limit remaining to meet its continuing needs.

The cost of financing loans includes fees and expenses of the SRF Trustee Bank. The Authority may require participants to offset some of these costs through a Loan Closing Fee,

which is $1,000 per closing. In SFY 2018, the CWSRF Loan program collected $21,000 in loan closing fees.

The non-use fee policy of the CWSRF Loan Program permits the assessment of a non-use fee for CWSRF Loan Program loan funds that are not used within two years following a Participant's loan closing. Pursuant to the policy, each Participant that does not complete its project and fully expend the funds borrowed within two years after the loan closing, may be assessed a one percent fee on the balance of the funds that remain un-drawn. An additional one percent fee may be assessed each six months following the two year anniversary of the Participant's loan closing until the loan is fully drawn or closed out. The Authority contacts Participants in advance of their two year anniversary of their loan closing and works with the Participant to spend down the remaining funds to avoid any non-use fee. Thus, no non-use fees were collected by the CWSRF Loan Program during SFY 2018.

As permitted by 40 CFR Part 35 and the EPA Fee Policy dated October 20, 2005, effective November 13, 2015, the Authority implemented a CWSRF Fee for the CWSRF Loan Program. The CWSRF Fees collected will be deposited in the Wastewater Program Fund, a segregated account that is not designated as part of the accounts comprising the SRF Fund and separate from the Drinking Water Program Fund account where the DWSRF Fees will be deposited

The accumulated CWSRF Fees have been utilized/ will be utilized for the allowable purposes outlined in the EPA Fee Policy dated October 20, 2005 and as permitted under 40 CFR Part 35. The allowable purposes include the use of the CWSRF Fees for projects, needs, costs or expenses that support or further the goals, purposes or objectives of the CWA; for state match; for other water quality related purposes; for combined financial administration of the CWSRF and DWSRF Funds where the programs are administered by the same state agency as is the case in Indiana and for all other permitted uses. A detailed summary of the actual use of the CWSRF Fees is provided in Exhibit K of this report.

The CWSRF Fee charged by the Authority are separately stated from interest charges imposed in respect of financial assistance structured in the form of a loan; provided however, as set out in its standard forms of financial assistance agreement, the Authority may adjust the interest rate on the bonds evidencing any SRF loan to be lowered, with the difference between the amount payable as the original rate on such bonds and the lower rate being deemed an SRF Fee in connection with the Clean Water SRF Program. Any such recharacterization of the otherwise stated interest charges as fees will be accomplished by notice given by the Authority to the Participant prior to the date any scheduled interest payment is due and prior to deposit of any interest payment in the SRF Fund.

The total amount in the Clean Water SRF Fee Account as of June 30, 2018 was $13,065,570, of which $10,183,487 remains unallocated. Exhibit K outlines the expenditure of the SRF Fee Account in SFY 2018.

E. Transfers [40 CFR 35.3110(f)]

The State permits transfers between the Drinking Water State Revolving Fund (DWSRF) Loan Program and the CWSRF Loan Program of Capitalization Grants and other funds held in or allocable to such funds to the extent permitted by the CWA and the Safe

Drinking Water Act (SDWA). There were no transfers in SFY 2018. For a historic summary of transfers, see Exhibit L.

F. Cross-collateralization [40 CFR 35.3110(f)]

To the extent permitted by the CWA and the SDWA the State has cross-collateralized the CWSRF Loan Program and the DWSRF Loan Program to optimize capitalization requirements and better manage the specific funding needs of projects.

Cross-collateralization maximizes the security for bonds issued by the State to capitalize the SRF Loan Programs. The State expects that any such transfers would occur at any time necessary to prevent a default on any such bonds and would be made between accounts established for like purposes and subject to like restrictions. Historically, the SRF Loan Programs have never utilized the cross-collateralization instrument.

The State expects to retain the flexibility to reimburse, on a cumulative net basis, any cross-collateralization transfers. Because cross-collateralization is a contingent security concept and transfers are not expected or planned to occur, the State does not expect cross-collateralization to affect negatively the funding capacity of the SRF Loan Programs. However, if such transfers occur and are not reimbursed, it may affect the Authority's ability to make additional loans it otherwise might have been able to make.

G. CWSRF Loan Program Financial Statements

The CWSRF Loan Program is audited annually by an independent certified public accounting firm. For the SFY 2018, which ended June 30, 2018, the CWSRF Loan Program received an unmodified opinion from our independent auditors, as described in Exhibit M.

The Indiana Finance Authority is audited annually for compliance with the requirements set forth in the 2 CFR 200 Subpart F, the Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards ("Super Circular"). Effective for non-federal entities on December 26, 2014. For the SFY 2018, the CWSRF Loan Program was determined to be "in compliance," as noted in the Schedule of Expenditures of Federal Awards and Independent Auditor's Reports, which is attached as Exhibit N.

H. Federal Requirements

The Authority has fulfilled all applicable federal requirements required by the CWA including:

- assurances and certifications provided in the IUP have been met;
- closed loans equal more than the required 120% of each quarterly Capitalization Grant payment and were made within one year of receipt of all payments;
- all funds have been used in a timely and expeditious manner; and
- environmental reviews have been conducted in accordance with federal and State law.
- beginning January 17, 2014 the Authority implemented the "American Iron and Steel" requirement as described in the Consolidated Appropriations Act of 2014.
- beginning in SFY 2015 the Authority added one point to the SRF scoring system for projects that consider climate resiliency in planning and design.

All loans made during the SFY 2018 had related projects listed on the Authority's Project Priority Lists (PPL).

I. Compliance with 2 CFR Part 200 [40 CFR 35.3165(d)(1-3)]

The CWSRF Loan Program complied with all requirements of 2 CFR 200.

J. Recycled CWSRF Loan Program Funds

A portion of CWSRF may be considered "non-federal" funds. These funds include interest earned on SRF investments and certain borrower repayments. The CWSRF Loan Program utilizes a portion of these monies to fund CWSRF Loan Program eligible project expenses that can also be attributed to a state or local match for federal grant funding. See Exhibit O for a summary of how a portion of the non-federal CWSRF funds have been allocated.

K. Title II Compliance [40 CFR 35.3165(b)(3)]

All CWSRF Loan Program loans this year were for Wastewater Treatment Works projects and, as such, comply with the Title II equivalency requirements. The State has made binding commitments that exceed 120 % of the Capitalization Grants awarded and continues to bank the excess balance toward the binding commitments that may be required in future years.

L. Water Resources Reform and Development Act of 2014

The Water Resources Reform and Development Act was signed June 10, 2014, with provisions taking effect on October 1, 2014. See Exhibit P for a summary of SFY 2018 loans closed and the applicability to the WRRDA Requirements.

VIII. Projects Funded [40 CFR 35.3150(b)(1)]

The scoring and ranking system of the CWSRF Loan Program focuses on those projects with the greatest need and greatest environmental benefit. A map showing the location of projects funded in SFY 2018 is attached as Exhibit Q. A map showing the location of all projects funded since the inception of the CWSRF Loan Program is attached as Exhibit R.

Exhibit A

Goals and Objectives of the CWSRF Loan Program State Fiscal Year 2018 Intended Use Plan

The CWSRF Loan Program sets short- and long-term goals as required by 40 CFR 35.3150(b)(2). Short-term goals and objectives are those the State expects to achieve during SFY 2018, while long-term goals and objectives are those the State expects to achieve over a longer period.

A. Short-Term Goals and Objectives

During SFY 2018, the CWSRF Loan Program expects to achieve the following short-term goals and objectives:

ST1 Goal: Seek the immediate award of the Federal Fiscal Year (FFY) 2018 Capitalization Grant. Upon award, continue to disburse loan proceeds such that the 2018 Capitalization Grant can promptly be utilized.

Result: The FFY 2018 Capitalization Grant was awarded to the Authority on August 16, 2018. The CWSRF Loan Program disbursed sufficient loan proceeds so that the entire 2018 Capitalization Grant can be fully drawn when received, other than the amount set aside for Additional Subsidization.

ST 1a Goal: Ensure that Additional Subsidization is provided pursuant to the terms and conditions of the current capitalization grant and Additional Subsidization is provided as permitted by the Water Resources Reform and Development Act (WRRDA). Additional Subsidization may be provided in the form of principal forgiveness, negative interest loans or grants.

Result: The 2018 Capitalization Grant required the Authority to ensure that not less than 10% of the funds of the Capitalization Grant were appropriated for additional subsidization. The CWSRF Loan Program has identified communities that are eligible to receive Additional Subsidization from the 2018 Capitalization Grant. The Authority shall use its best efforts to meet the Additional Subsidization requirement within two years of receiving the 2018 Capitalization Grant, but in no case longer than the terms and conditions permitted by the Capitalization Grant. See Exhibit C, Additional Subsidization by Capitalization Grant Year.

ST 1b Goal: Ensure that not less than 10% of the 2018 Capitalization Grant is allocated to fund Green Project Reserve Projects. Work diligently to identify and fund projects that address or have components of Green Project Reserve infrastructure, water or energy efficiency improvements or include other environmentally innovative activities. Exhibit C shows the percentage of SRF funds that may be used toward Green Project Reserve activities.

Result: The 2018 Capitalization Grant required the Authority to ensure that not less than 10% of the funds of the Capitalization Grant were appropriated for green project components. Exhibit B demonstrates that the Authority has exceeded this goal with greater than 100% of the Capitalization Grant funds or $169,662,874 being allocated to fund projects that contained green components.

ST 1c Goal: Ensure that Davis Bacon wage rules apply to all assistance agreements made with funds appropriated under the 2018 Capitalization Grant.

Result: The CWSRF Loan Program included language in all Financial Assistance Agreements which required Participants to follow Davis Bacon wage rules. Each Participant provided the Authority with documentation certifying its compliance with Davis Bacon.

ST 1d Goal: Ensure that all American Iron and Steel requirements (AIS) as set forth in the current Capitalization Grant are met.

Result: The CWSRF Loan Program reviewed the details of all closings in SFY 2018 to determine if the project needed to follow the requirements of the American Iron and Steel Act. In addition, the CWSRF Loan Program included language in all Financial Assistance Agreements that required Participants to meet the requirements of the American Iron and Steel Act and provided guidance on the waiver process and requirements of the Act. Further, American Iron and Steel certifications are reviewed during inspections.

ST 1e Goal: If practical, equivalency projects will be identified in Exhibit E of the Intended Use Plan. A list of equivalency projects will be included in the Annual Report. The requirements of Section 602(b)(14) A & E procurement shall be satisfied by compliance with 40 USC Chapter 11.

Result: Equivalency projects were projected in the 2018 Intended Use Plan and the selected equivalency projects can be found in Exhibit D of this Annual Report.

ST 1f Goal: Ensure that Participants are developing and implementing Fiscal Sustainability Plans (FSP) that meet the minimum requirements set forth in Section 603 9(d)(1)(E) of the Clean Water Act.

Result: To meet the minimum requirements of 603 9(d)(1)(E) of the Clean Water Act the Authority worked in SFY 2018 to develop criteria for the contents of the Fiscal Sustainability Plans that will be required of all loans where the application was received after October 1, 2014 and where the project will repair, replace or expand a treatment works. These criteria have been prepared and are communicated to participants at the project planning meeting and in the PER guidance. In SFY 2018, twenty-five loans submitted application after October, 2014 and will be required to provide certification of a complete Fiscal Sustainability Plan at loan closing or prior to their final loan disbursement. See Exhibit P, WRRDA Requirements.

ST 1g Goal: Ensure that Participants are studying and evaluating the cost and effectiveness of the proposed project or activity as required in Section 602(b)(13) of the Clean Water Act.

Result: To meet the minimum requirements of 602(b)(13) of the Clean Water Act the Authority worked in SFY 2018 to develop criteria for the contents of the Cost and Effectiveness Analysis that will be required of all loans where the application was received after October 1, 2015. These criteria have been prepared and are communicated to participants at the project planning meeting and in the PER guidance. In SFY 2018, twenty-four loans submitted application after October 2015 and will be required to provide certification of a complete Cost and Effectiveness analysis at loan closing or prior to their final loan disbursement. See Exhibit P, WRRDA Requirements.

ST 2 Goal: Document the environmental benefits derived from the CWSRF Loan Program projects using the Clean Water Benefits Reporting system sanctioned by the EPA. Goals identified are:

- Abatement of combined sewer overflow (CSO) discharges along stream segments, ultimately reducing pollution to the Ohio River;
- Elimination of septic systems in communities, eliminating failing systems that discharge to waters of the state;
- SRF funds targeted to abate pathogen or nutrient loadings to impaired water bodies (303(d) listed streams); and
- Increased compliance with NPDES permits.

Result: The CWSRF financed projects during SFY 2018 accomplished the goals identified above. See below a brief summary of the results.

- **Abatement of combined sewer overflow (CSO) discharges in six communities. In SFY 2018 $199.7 million in CWSRF funds went toward the correction of CSOs.**
- **Elimination of approximately 120 failing septic systems in two communities, eliminating discharges to waters of the state;**
- **$247 million in CWSRF funds targeted to abate pathogen or nutrient loadings to impaired water bodies (303(d) listed streams).**
- **Assisting communities in meeting the requirements of eight CSO Long Term Control Plans (LTCP) and two Agreed Orders with the Indiana Department of Environmental Management, and allowed there communities to meet new ammonia-nitrogen and phosphorus limits included in their National Pollutant Discharge Elimination System (NPDES) permit.**
- **Increased compliance with NPDES permits.**

ST 3 Goal: Conduct at least 30 technical, on site and/ or virtual inspections between the CWSRF and DWSRF Loan Programs during the construction phase and the post-construction phase to document the construction progress, as well as the appropriate use of SRF funds. Inspections may be on site and /or virtual.

Result: SRF Loan Program staff completed 50 inspections (33 clean water and 17 drinking water) in SFY 2018, thus exceeding its goal.

ST 4 Goal: Work diligently with Participants and effectively manage projects to assist Participants in closing loans and constructing their projects in a timely, efficient manner.

Result: In SFY 2018, SRF Loan Program staff held project planning meetings, timely reviewed Preliminary Engineering Reports using the SRF Work Plan and corresponded with Participants through the SRF Funding process to successfully close twenty-six loans with twenty-one recipients. By requiring communities to bid their projects prior to loan closing and providing a timeline assists communities to meet the 2-year construction goal implemented by the Authority.

ST5 Goal: Ensure that EPA funds are accessed within one month of incurring eligible expenses to minimize un-liquidated obligations.

Result: The 2018 Capitalization Grant was awarded on August 16, 2018. Funds will be accessed promptly as eligible expenses are incurred.

ST6 Goal: Implement a software database for staff to reference financial information related to each SRF financing.

Result: In SFY 2017 The Authority completed data migration to a new software database. In SFY 2018 the Authority continued implementing the database for financial information related to each SRF financing.

ST7 Goal: Consider other available funding opportunities from Federal and/or State sources to further achieve the goals of the SRF (i.e. WIFIA).

Result: On July 19, 2017, the Authority was selected to submit an application to USEPA to apply for WIFIA funding and that application was submitted on October 27, 2017. Negotiations continue with the Authority and the US EPA on WIFIA funding.

B. Long-Term Goals and Objectives

During SFY 2018, the State will work to achieve the following long-term goals:

LT1 Goal: Provide financial assistance to current and future Participants, by providing low-cost financing commensurate with prudent fiscal and credit standards.

Result: In SFY 2018, the SRF closed loans 26 loans. See Exhibit H, Summary of Closed Loans for SFY 2018.

LT2 Goal: Maintain the long-term financial integrity of the CWSRF Loan Program by judiciously managing its assets in order to realize a rate of return that will sustain the CWSRF Loan Program in perpetuity.

Result: The SRF Loan Program continues to manage the investment and programmatic use of its funds to maintain its financial integrity. Please refer to Exhibit I, Intended Uses of Funds.

LT3 Goal: Monitor all outstanding loans and the financial capability of Participants through the use of an in-house monitoring system and, in conjunction with the Bank of New York Mellon Trust Company, ensure the CWSRF Loan Program continues to avoid loan defaults. In particular, review the financial statements for Participants receiving a State Board of Accounts examination report in the current calendar year. Require new Participants to utilize paying agent agreements and offer all prior Participants the opportunity to enter into a paying agent agreement. Conduct financial on-site visits as warranted.

Result: The SRF Loan Program monitors all Participants. For those Participants with a Paying Agent Agreement, the SRF Loan Program monitors both the debt service reserve accounts and the bond and interest accounts on a monthly basis. For Participants without a Paying Agent Agreement, the SRF Loan Program annually monitors the reserve balances through its Debt Service Reserve project by requesting the reserve balance and a copy of each Participant's bank statement. If any deficiencies are found, the Authority works with the Participant to correct the deficiencies.

LT4 Goal: Leverage EPA Capitalization Grants to generate loans that exceed two-times the awarded grant amounts.

Result: The SRF Loan Program continues to access the public debt market to leverage EPA Capitalization Grants. This leveraging structure allows the SRF Loan Program to close loans in an aggregate amount of over two-times the awarded grant amounts.

LT5 Goal: Monitor Participant's draw of funds to assure loans are being drawn within two years. Assure that un-drawn funds are returned to the loan pool and made available to other Participants.

Result: The SRF Loan Program continues to monitor all Participants' use of funds. As loans are closed out and reamortized, any unused loan funds are made available to other Participants on the Project Priority List. Communities with funds remaining following substantial completion are contacted to see if they are interested in using remaining funds to finance a new project or if they wish to close out their loan. In addition, the financial assistance agreement contains "non-use fee" language which allows the Authority to charge a fee to a community who has not drawn their loan funds in a timely manner.

LT6 Goal: Report all uses of CWSRF Loan Program funds in the Clean Water Benefits Reporting (CBR) database and the Clean Water SRF National Information Management System (NIMS) as required by the

EPA and the Federal Funding Accountability and Transparency Act (FFATA). Submit required reports to EPA in a well-prepared and timely manner.

Result: The Authority documented the environmental benefits of all loans that were closed in SFY 2018 by entering the information in the EPA Clean Water Benefits Reporting system. The Authority also completed and submitted the NIMS data in a timely manner as required by the EPA and complied with the Federal Funding Accountability and Transparency Act. Intended Use Plans, Annual Reports, and National Infrastructure Management System (NIMS) data are well-prepared and submitted to EPA in a timely manner.

LT7 Goal: Periodically publish an SRF Loan Program newsletter.

Result: The SRF Loan Program published a newsletter in May of 2018.

LT8 Goal: Continue to look for co-funding opportunities between the Brownfields Program and the SRF Loan Program. Continue to look for co-funding opportunities between the USDA Rural Development and the SRF Loan Programs.

Result: The Authority continues to partner with the Brownfields Program to assist communities addressing their brownfield redevelopment needs with CWSRF Loan Program funds. Over the life of the program the CWSRF has co-funded eight brownfield projects, see Exhibit O. Additionally, the CWSRF Loan Program staff discussed potential projects with the USDA Rural Development and successfully co-funded one project.

LT9 Goal: Ensure that the CWSRF Loan Program and its participants comply as required with Disadvantaged Business Enterprise, Federal environmental cross cutters and the Single Audit Act.

Result: Through various reports, audits, and comment periods, the Authority ensures that the CWSRF Loan Program and its participants comply as required with Disadvantaged Business Enterprise, Federal environmental cross cutters and the Single Audit Act.

LT10 Goal: Provide interest rate breaks to communities which adopt Nonpoint Source Projects, Green components and Climate Resiliency projects. The CWSRF Loan Program will meet quarterly with the Indiana Department of Environmental Management (IDEM) Nonpoint Source Section to identify Projects on the CWSRF Loan Program PPL which may benefit from SRF funding.

Result: The CWSRF Loan Program provided interest rate breaks to three recipients with Nonpoint Source components included in their project, three recipients with Green components included in their projects and one recipient with Climate Resiliency considerations included in their project.

LT11 Goal: Work with the IDEM Total Maximum Daily Load (TMDL) section to develop a system to assist communities in the implementation of TMDLs and offer interest rate breaks to communities which implement TMDL projects which are CWSRF Loan Program eligible.

Result: The Authority works with the IDEM TMDL section to develop better ways to assist communities. In SFY 2018 the Authority closed loans with 19 communities that meet the goals of TMDL Reports. The Authority also incorporates TMDL points in the scoring of each project.

LT12 Goal: Utilize the Clean Watershed Needs Survey information database when a new application is received and use this information to confirm the need of the Project as well as providing input to the scoring of the Project.

Result: The Authority utilizes the CWNS information to score each project submitted. A point is applied on the Project Priority List for communities who have submitted a survey or provided documentation towards the survey.

Indiana CWSRF Loan Program
Exhibit B - Green Project Reserve

CWSRF Loan Program FFY 2018 Capitalization Grant =	$	38,610,000
10% Green Project Reserve Required =	$	3,861,000
Green Project Reserve Provided =	$	169,662,874

Community	Project Description	Total SRF Loan and Principal Forgiveness Amount	Green Project Description	Category 1: Green Infrastructure	Category 2: Water Efficiency	Category 3: Energy Efficiency	Category 4: Environmentally Innovative	Total Eligible GPR Cost (sum of Categories 1-4)	Business Case posted to the IFA website
Citizens Water Authority	Climate and Extreme Weather Resiliency	163,526,839	**Climate Resiliency**				163,526,839	$ 163,526,839	8/1/2017
Newton County (A&B)	Local expansion requires new lines, FM and LS, and a WWTP upgrade.	17,037,000	**IFAS, water reuse**		39,344		1,507,400	$ 1,546,744	10/1/2017
Huntington	Aging lines at the plant and through the collection system require rehabilitation.	10,644,000	**sewer separation**			3,791,291		$ 3,791,291	1/18/2018
Chalmers	Age of WWTP and collection system require both plant and sewer line rehabilitation.	839,000	**CIPP**			798,000		$ 798,000	6/13/2018
2018 Capitalization Grant TOTAL								**$169,662,874**	

Indiana CWSRF Loan Program
Exhibit C- Additional Subsidization by Capitalization Grant

CWSRF Loan Program FFY 2016 Capitalization Grant =	**$ 32,200,000**
Additional Subsidization Requirement =	$3,220,000 to $12,880,000
Additional Subsidizatin Goal =	$ 10,000,000
Additional Subsidization Provided =	$ 7,296,973

Participant	Closing Date	SRF Loan Amount	Principal Forgiveness Amount	Total Loan and Principal Forgiveness
Allen County	9-Mar-17	$ -	$ 1,806,973	$ 1,806,973
Andrews	19-Jun-17	$ 3,707,000	$ 1,525,000	$ 5,232,000
Kirklin	28-Jun-17	$ 662,000	$ 465,000	$ 1,127,000
New Palestine	15-Dec-17	$ 3,620,000	$ 500,000	$ 4,120,000
Uniondale	15-Dec-17	$ 235,000	$ 500,000	$ 735,000
Woodburn	15-Dec-17	$ 7,065,000	$ 500,000	$ 7,565,000
Romney	16-Mar-18	$ -	$ 2,000,000	$ 2,000,000

2016 Capitalization Grant TOTAL **$ 7,296,973**

CWSRF Loan Program FFY 2017 Capitalization Grant* =	**$ 31,952,000**
Additional Subsidization Requirement =	$3,195,200 to $12,780,800
Additional Subsidizatin Goal =	$ 10,000,000
Additional Subsidization Provided =	$ -

Participant	Closing Date	SRF Loan Amount	Principal Forgiveness Amount	Total Loan and Principal Forgiveness
to be determined		$ -	$ -	$ -

2017 Capitalization Grant TOTAL **$ -**

CWSRF Loan Program FFY 2018 Capitalization Grant* =	**$ 38,610,000**
Additional Subsidization Requirement =	$3,861,000 to $15,444,000
Additional Subsidizatin Goal =	$ 10,000,000
Additional Subsidization Provided =	$ -

Participant	Closing Date	SRF Loan Amount	Principal Forgiveness Amount	Total Loan and Principal Forgiveness
to be determined		$ -	$ -	$ -

2018 Capitalization Grant TOTAL **$ -**

TOTAL Additional Subsidization Provided (2010-2018) **$ 49,166,879**

* Additional Subsidization Goal has not yet been satisfied and will be updated in subsequent Annual Reports until the requirement has been met. The Authority shall spend the Additional Subsidization as required by the terms and conditions of the Capitalization Grant, however, every attempt will be made to spend the Additional Subsidization within two years of receiving the Capitalization Grant. The Authority has identified communities that are eligible to receive Additional Subsidization from the 2016, 2017 and 2018 grants.

Indiana CW SRF Loan Program
Exhibit D - Equivalency Project

CWSRF Loan Program FFY 2018 Capitialization Grant: **$38,681,000**

Community	Project Description	Total Project Cost	Equivalency Amount (Includes Construction Costs Only)	Non-Equivalency Amount	will submit DBE report	complied with federal cross-cutters	procured A/E services per 40 USC Chapter 11 and received certification	will comply with the Single Audit Act 2 CFR 200 Subpart F	complied with signage requirment	reported to FSRS to meet FFATA requirements
Newton County	Local expansion requires new lines, FM and LS, and a WWTP upgrade.	$17,037,000	$13,771,000	$3,266,000	yes	yes	n/a	yes	yes - Press Release 10/2/2017	Submitted 10/2/2018
Richmond	Interceptor	$11,555,000	$11,205,000	$350,000	yes	yes	n/a	yes	yes - Press Release 11/30/2017	Submitted 10/2/2018
Madison	CSO LTCP	$11,400,000	$10,528,800	$871,200	yes	yes	n/a	yes	yes - Press Release 12/15/2017	Submitted 10/2/2018
Warsaw	Sewer Rehab	$9,463,000	$3,176,200	$6,286,800	yes	yes	n/a	yes	yes - Press Release 12/15/2017	Submitted 10/2/2018
	Equivalency Project Cost Total:		$ 38,681,000							

Indiana CWSRF Loan Program
Exhibit E - Project Descriptions in SFY 2018

CWSRF Participant: Citizens Water Authority			
SRF Project #:	WW16274902	CWSRF Traditional: CW SRF Pooled Program:	$ 25,000,000 $138,526,839
Affected Population:	820,445	Principal Forgiveness:	$ 0
CWSRF Loan Closed:	July 21, 2017	Total Loan and Principle Forgiveness:	$ 163,526,839
NIMS Categories: CSO Correction	$ 163,526,839	Estimated SRF Savings:	$ 4,611,092
		Equivalency Amount:	$ 0

Environmental Benefits: The project will reduce combined sewer events to White River which is listed for high levels of *E. coli* and impaired biotic communities and will allow Citizens Water Authority to meet the requirements of their long term control plan. The project area is the subject to the West Fork White River Watershed *E. coli* Total Maximum Daily Load Report (TMDL).

Project Description:

CWA Authority, Inc. is implementing the DigIndy project as part of the City of Indianapolis' Long Term Control Plan and federally-mandated Consent Decree. The tunnel system will reduce the amount of combined sewer overflow contaminants discharged into Marion County waterways. The DigIndy project includes the Upper Pogues Run CSO Abatement project, which will capture and store wet weather flow from the existing sewer system and reduce the volume of combined sewer overflow from nine existing CSO outfalls sent to the Upper Pogues Run waterway.

Diversion Structure Construction

The Upper Pogues Run CSO Abatement project includes the construction of the Brookside Park Storage Tank, which includes a new 2 million gallon deep shaft-style slurry wall and shotcrete storage tank, equipment building, diversion structure, and appurtenances. The project also includes associated consolidation sewers, dewatering pump stations and force main piping in the Brookside Park project area.

The Forest Manor Park Storage Tank component of the Upper Pogues Run CSO Abatement project was approved separately on June 9, 2017, and included the tank only. This project includes the equipment building, diversion structure, appurtenances, and associated piping and pumping for the Forest Manor Park project area.

The City's Consent Decree mandates that the proposed system be sized for 97% capture for Fall Creek watershed and 95% capture for all other watersheds during a typical year. Due to value engineering and optimization storage capacity has increased resulting in 99% full system capture and a maximum of 2.6 overflow events per year per watershed on the average. Therefore, the DigIndy Tunnel Program qualifies as a Climate and Extreme Weather Resiliency green project based on its design to perform beyond the minimum design standards in anticipation of climate change.

CWSRF Participant: Portage			
SRF Project #:	WW16296402	CWSRF Loan Amount:	$ 3,750,000
Affected Population:	36,828	Principal Forgiveness:	$ 0
CWSRF Loan Closed:	September 13, 2017	Total Loan and Principle Forgiveness:	$ 3,750,000
NIMS Categories: Advanced Treatment: Sewer System Rehabilitation:	 $ 3,143,644 $ 606,356	Estimated SRF Savings:	$ 810,403
		Equivalency Amount	$ 0

Environmental Benefits: The system is currently meeting requirements. The project will protect Burns Ditch, which flows to Lake Michigan. Burns Ditch is listed for high levels of *E. coli* and impaired biotic communities on the Indiana 303(d) list. The project area is the subject of the Deep River – Portage Burns TMDL and Baseline Study.

Project Description:

The Portage Utility Services Facility wastewater treatment plant (WWTP) is currently facing several issues affecting its ability to treat incoming wastewater flow. The treatment plant has bottlenecks in the biosolids treatment process and the biosolids treatment equipment is at the end of its useful life, in terms of efficiency and age. An existing 48-inch diameter sewer interceptor, serving approximately 90% of the city, is structurally degraded and in danger of collapse. The utility's existing maintenance building is under-sized, land-locked, and under-equipped to meet the needs of the field services department that utilizes it.

The Portage Utility Services Wastewater System Improvements Project includes:

- Installation of waste-activated sludge thickening equipment, blower rehabilitation, aerobic digester diffuser replacement, biosolids drying and storage expansion, and new access roads;
- Rehabilitation of approximately 1,500 linear feet of an existing 48-inch diameter interceptor, with cured-in-place lining, and the rehabilitation of intermediate manholes; and
- Construction of a new Field Services Maintenance and Administration Building.

Foundation poured for the new Gravity Belt Thickener

The project will allow the City to properly treat existing wastewater flows, rehabilitate the main sewer eliminate loss of service concerns and allow for more efficient maintenance and operation of the system.

CWSRF Participant: Portland

SRF Project #:	WW16213803	CWSRF Loan Amount:	$ 2,945,000
Affected Population:	6,223	Principal Forgiveness:	$ 0
CWSRF Loan Closed:	September 25, 2017	Total Loan and Principle Forgiveness:	$ 2,945,000
NIMS Categories:		Estimated SRF Savings:	$ 636,437
Secondary Treatment:	$ 2,945,000	Equivalency Amount	$ 0

Environmental Benefits: The project will reduce total suspended solids discharged to the Salamonie River which is noted on the 303(d) list as having high levels of *E. coli*. The project area is the subject of the Wabash River Watershed TMDL and the Salamonie River (Upper) watershed management plan.

Project Description:

The City of Portland WWTP has a number of outstanding upgrades required at the plant based on age and the condition of the facility. The WWTP has not received significant upgrade or modernization in nearly 30 years. Technology and standards have changed during that period and the current facility has had difficulty with some of its existing equipment especially sludge management and tertiary filtration.

The WWTP Expansion project includes:

- Hydraulic improvements with a weir gate in the primary tank splitting chamber;
- Installing wo final clarifiers with splitting chamber and return/waste sludge pumping; and
- Converting final settling tanks into additional aeration tanks.

The project will reduce total suspended solids in the effluent at the treatment plant, and allow for proper sludge digestion and management. The improvements at the WWTP will increase capacity to meet the requirements outlined in the City's Long Term Control Plan.

CWSRF Participant: Newton County A and B

SRF Project #:	WW16145601	CWSRF Loan A Amount: CWSRF Loan B Amount:	$ 3,266,000 $ 13,771,000
Affected Population:	14,244	Principal Forgiveness:	$ 0
CWSRF Loan Closed:	September 28, 2017	Total Loan and Principle Forgiveness:	$ 17,037,000
NIMS Categories: Secondary Treatment: New Collector Sewers:	 $ 14,326,135 $ 2,710,865	Estimated SRF Savings:	$ 3,681,825
		Equivalency Amount:	$ 13,771,000

Environmental Benefits: The system is meeting standards. The project will protect the Kankakee River which is the subject of the Kankakee/ Iroquois River Watershed *E. coli* TMDL.

Project Description:
Newton County Regional Water and Sewer District currently operates two WWTPs. Plant No. 2 currently serves the Fair Oaks Farms Development that includes the various buildings at the tourism center, Dairy and Pig Adventure, Farmhouse Restaurant and a BP gas station. The existing Plant No. 2 facility does not have the capacity to accommodate growth and development platted in and around Fair Oaks Farms.

The wastewater system expansion project includes:

- Constructing a new 0.851 million gallons per day (MGD) WWTP, consisting of two rotary drum screens, aerated grit removal, Integrated Fixed-Film Activated Sludge (IFAS) biological treatment system, two secondary clarifiers, RAS pump station, WAS pump station, ultraviolet disinfection, reaeration, chemical phosphorus removal, plant drain pump station, residuals treatment and dewatering system, laboratory and office building, maintenance garage, chemical storage building, non-potable water system, emergency backup power generator, security lighting and fencing, and SCADA system;
- Refurbishing existing Lift Station No. 1;
- Constructing a new lift station;
- Replacing existing Lift Stations No. 2 and 3; and
- Installing new sanitary gravity sewer and force main piping.

The improvements are needed to service development near Fair Oaks Farms and a new cheese and whey production plant, a hotel, and other facilities located near the Interstate 65 and SR 14 interchange.

The project includes green project reserve components including a non-potable water reuse system at the new WWTP, several processes including washing and influent fine screen will regularly save potable water use. Further the proposed IFAS process is compact and energy efficient and qualified as environmentally innovative.

CWSRF Participant: Michigantown

SRF Project #:	WW17011201	CWSRF Loan A Amount: CWSRF Loan B Amount:	$ 882,000 $ 274,000
Affected Population:	467	Principal Forgiveness:	$ 0
CWSRF Loan Closed:	September 29, 2017	Total Loan and Principle Forgiveness:	$ 1,156,000
NIMS Categories: Secondary Treatment: Infiltration/ Inflow:	 $ 882,000 $ 274,000	Estimated SRF Savings:	$ 302,513
		Equivalency Amount	$ 0

Environmental Benefits: The project will reduce the discharge of ammonia, nitrogen and phosphorus to the South Fork of the Wildcat River. The project area is the subject of the South Fork Wildcat Creek Watershed impaired biotic communities and *E. coli* TMDL and the South Fork Wildcat watershed management plan.

Project Description:
The Town of Michigantown's WWTP could not meet the ammonia-nitrogen removal and phosphorus removal limits included in the Town's updated National Pollutant Discharge Elimination System (NPDES) permit and experienced issues associated with inflow and infiltration.

The Wastewater Facilities Improvements Project includes:

- Repairing approximately 30 manholes;
- Modifying lagoon effluent piping and control structure;
- Install two Submerged Attached Growth Reactor treatment systems, including piping, media and blowers;
- Constructing disk filter and sludge storage tank with decant system;
- Installing chemical feed system for phosphorus removal with building; and
- Purchasing laboratory equipment.

Manhole repairs are planned to reduce infiltration and inflow into the collection system. WWTP improvements will increase the average and peak design rating and will allow compliance with the discharge permit, including treatment for phosphorus and ammonia-nitrogen.

Components of the Michigantown project are eligible for the Indiana Extended Term Financing Program. Loan B consists of piping at the WWTP and has a 35-year term.

CWSRF Participant: Richmond A and B			
SRF Project #:	WW16268906	CWSRF Loan A Amount: CWSRF Loan B Amount:	$ 350,000 $ 11,205,000
Affected Population:	36,812	Principal Forgiveness:	$ 0
CWSRF Loan Closed:	November 30, 2017	Total Loan and Principle Forgiveness:	$ 11,555,000
NIMS Categories: Sewer System Rehabilitation:	$ 11,555,000	Estimated SRF Savings:	$ 2,497,123
		Equivalency Amount	$ 11,205,000

Environmental Benefits: The project will reduce potential outfall to the Whitewater River. The project area is the subject of the East Fork Whitewater River Watershed *E. coli* TMDL.

Project Description:

In the City of Richmond the Northwest - 13th Street Interceptor Basin experiences capacity restrictions due to aging infrastructure, inflow and infiltration and growth. This project is required in order to eliminate capacity concerns and potential sanitary sewer overflows in the basin for the next twenty years.

The Northwest - 13th Street Basin Interceptor Replacement project will replace the existing interceptor sewer and add approximately 2,000 linear feet of siphon barrel to the Round Barn Siphon, near the project area.

The purpose of this project is to replace significant portions of the deteriorated and undersized Northwest - 13th Street Interceptor with larger interceptor sewers, along with expanding capacity of the existing downstream Round Barn Siphon. Sewer sizes have been determined by a calibrated XPSWMM model of the system in order to eliminate capacity concerns and sanitary sewer overflows up to the single event of a 10-year 1-hour design storm.

CWSRF Participant: Warsaw

SRF Project #:	WW17154301	CWSRF Loan Amount:	$ 9,463,000
Affected Population:	13,559	Principal Forgiveness:	$ 0
CWSRF Loan Closed:	December 15, 2017	Total Loan and Principle Forgiveness:	$ 9,463,000
NIMS Categories: Sewer System Rehabilitation:	$ 9,463,000	Estimated SRF Savings:	$ 3,864,829
		Equivalency Amount	$ 9,463,000

Environmental Benefits: The project will reduce sewer collapse incidents and potential sanitary sewer overflows to the Tippecanoe River watershed as a result of sewer collapse. The project area is the subject of the Upper Tippecanoe River watershed management plan.

Project Description:

In recent years the City of Warsaw collection system has experienced several structural collapses. The City has been actively pursuing improving the structural integrity of their sanitary sewer collection system and investigating inflow and infiltration issues in the collection system.

The proposed sewer rehabilitation project includes: cleaning and televising of sanitary sewers ranging in size from 6-inches to 48-inches; lining existing sewers utilizing cured-in-place-pipe methods; replacing undersized sanitary sewers; reinstating all impacted laterals; removing protruding laterals; and rehabilitating over 200 manholes.

This project will reduce infiltration and inflow in the sewer system during wet weather events and prevent future sewer collapses which pose a potential safety issue to the residents of Warsaw.

All components of the Warsaw project are eligible for the Indiana Extended Term Financing Program, and the loan closed with a 35-year term.

CWSRF Participant: Huntington

SRF Project #:	WW17352106	CWSRF Loan Amount:	$ 10,644,000
Affected Population:	17,391	Principal Forgiveness:	$ 0
CWSRF Loan Closed:	December 15, 2017	Total Loan and Principle Forgiveness:	$ 10,644,000
NIMS Categories: Sewer System Rehabilitation: CSO Correction:	 $ 5,403,631 $ 5,240,369	Estimated SRF Savings:	$ 2,300,249
		Equivalency Amount	$ 0

Environmental Benefits: The project will reduce combined sewer outfall events to the Wabash River which is listed for high levels of *E. coli* and inorganic nutrients. The project area is the subject of the Wabash River *E. coli* and Nutrients TMDL.

Project Description:

The City of Huntington is under an Agreed Order to implement its city's Combined Sewer Overflow Long Term Control Plan (CSO LTCP), which will reduce the amount of untreated sewage being discharged to the Wabash River from combined sewer overflows. This project consists of multiple projects required to meet water quality standards.

The project includes:

- Lining reinforced concrete pipe in the system using cured-in-place pipe methods.
- The CSO 008 Sewer Separation project includes installing concrete storm pipe, associated manholes and a new storm water outfall structure to offload stormwater from the sewer system in the project area.
- The Rabbit Run Lift Station Modifications and Electrical Improvements includes adding a third storm water pump; rebuilding an existing storm water pump; and making electrical improvements including a diesel fuel standby generator.

The project includes rehabilitation of sewers to maximize capacity, remove storm water from the combined sewer system, and upgrade the Rabbit Run Lift Station to meet the required capacity for the 10-year, 1-hour storm needed to pump the peak flow rate from the CSO Treatment Facility. The projects will reduce CSO events to the Wabash River.

The sewer separation of CSO 008 service area will yield energy savings which qualifies as an energy efficient green project.

CWSRF Participant: Madison A & B

SRF Project #:	WW17173907	CWSRF Loan Amount Series A: CWSRF Loan Amount Series B:	$ 871,200 $ 10,528,800
Affected Population:	11,967	Principal Forgiveness:	$ 0
CWSRF Loan Closed:	December 15, 2017	Total Loan and Principle Forgiveness:	$ 11,400,000
NIMS Categories: CSO Correction:	$ 11,400,000	Estimated SRF Savings:	$ 2,463,626
		Equivalency Amount	$ 10,528,800

Environmental Benefits: The project will reduce the discharge of phosphorus to the Ohio River which is listed for high levels of *E. coli* and dioxins. The project area is the subject of the ORSANCO Ohio River Bacteria TMDL and the Ohio River Dioxin TMDL.

Project Description:

The City of Madison's current NPDES permit includes new phosphorus limitations, which the Water Pollution Control Facility (WPCF) is not able to meet. The City of Madison has a combined sewer system and experiences combined sewer overflow during wet weather conditions. Additionally, in the Hilltop region of the collection system, the City experiences chronic sanitary sewer overflow conditions.

The proposed project includes:

- A new storage facility, lift station, force main and sewer improvements in the Hilltop region to eliminate sanitary sewer overflows.
- Replacement of gravity sewer along Cragmont Street;
- Construction of a new storage facility at the WPCF;
- Construction of a new concrete junction box immediately upstream of the WPCF headworks;
- Construction of phosphorous removal facilities at the WPCF including a chemical building, storage tank, chemical feed pumps and associated chemical feed piping;
- Construction of a new excess flow lift station at CSO 010, gravity sewer into the lift station, and a new force main from the lift station to the WPCF;
- Upgrade of the existing Vaughn Drive Lift Station and construction of new force main from the lift station to the WPCF;
- Construction of relief sewer for CSO 002.

The Hilltop region experiences sanitary sewer overflows during wet weather conditions, and the proposed improvements in the Hilltop region will eliminate the sanitary sewer overflows. The proposed project will also bring CSO 002 and CSO 010 into compliance with the requirements of the City's State Judicial Order and CSO LTCP to contain a 10-year 1-hour level of control design storm event without discharge at the CSO locations. The project also proposes phosphorous removal to bring the City into compliance with its NPDES permit.

CWSRF Participant: New Palestine

SRF Project #:	WW16173001	CWSRF Loan Amount:	$ 3,620,000
Affected Population:	2,055	Principal Forgiveness:	$ 500,000
CWSRF Loan Closed:	December 15, 2017	Total Loan and Principle Forgiveness:	$ 4,120,000
NIMS Categories: Advanced Treatment:	$ 4,120,000	Estimated SRF Savings:	$ 1,501,930
		Equivalency Amount	$ 0

Environmental Benefits: The system is currently meeting standards. The project will protect the Sugar Creek, which is currently on the 303(d) list for high levels of *E. coli.* The project area is the subject of the Sugar Creek Watershed *E. coli* TMDL and the Sugar Creek watershed management plan.

Project Description:

The Town of New Palestine operates a WWTP that was installed in the 1970's and upgraded in the early 2000's. Due to age and condition, a number of the mechanical components are in need of replacement and updating. In addition, the Town and surrounding area has experienced a significant population increase due to development and annexation.

WWTP Improvements include the replacement, modification and upgrade of components, described as follows:

- Installation of a cover for the existing sludge drying beds;
- Replacement of the oxidation ditch with the installation of new aeration tanks, fine bubble diffusers and blowers;
- Replacement of the clarifiers;
- Installation of a new return activated sludge/waste activated sludge (RAS/WAS) system;
- Replacement of the existing chlorine contact tanks with the installation of ultraviolet disinfection and post aeration components;
- Installation of an additional aerobic digester;
- Installation of a new generator;
- Installation of a chemical (aluminum sulfate) feed system;
- Extension of electrical service to proposed new components; and
- Demolition and elimination of the existing oxidation ditch, clarifiers, and chlorine contact tanks.

Collection system improvements include the replacement, modification and upgrade of components, described as follows:

- Installation of force main;
- Upgrade six existing Lift Stations with new pumps and reroute the associated force mains as needed;
- Eliminate Lift Station #4 and gravity sewer main and appurtenances installed.

The project is required to replace the mechanical components of the WWTP due to age and poor condition, and to increase the plant's capacity due to a significant increase in population. Improvements to the collection system will increase system reliability and efficiency.

The population of New Palestine is not increasing and the unemployment rate is higher than the State unemployment rate. The approved user rate after Additional Subsidization is $60 per month. Without the provided Additional Subsidization, the user rates for this community could lead to hardship for residents.

CWSRF Participant: Uniondale

SRF Project #:	WW16239001	CWSRF Loan Amount:	$ 235,000
Affected Population:	310	Principal Forgiveness:	$ 500,000
CWSRF Loan Closed:	December 15, 2017	Total Loan and Principle Forgiveness:	$ 735,000
NIMS Categories: Secondary Treatment:	$ 735,000	Estimated SRF Savings:	$ 770,406
		Equivalency Amount	$ 0

Environmental Benefits: The project will reduce the discharge of ammonia, nitrogen and phosphorus to Griffin Ditch. The project area is the subject of the Wabash River Watershed *E. coli* Nutrients TMDL and the Upper Wabash River watershed management plan.

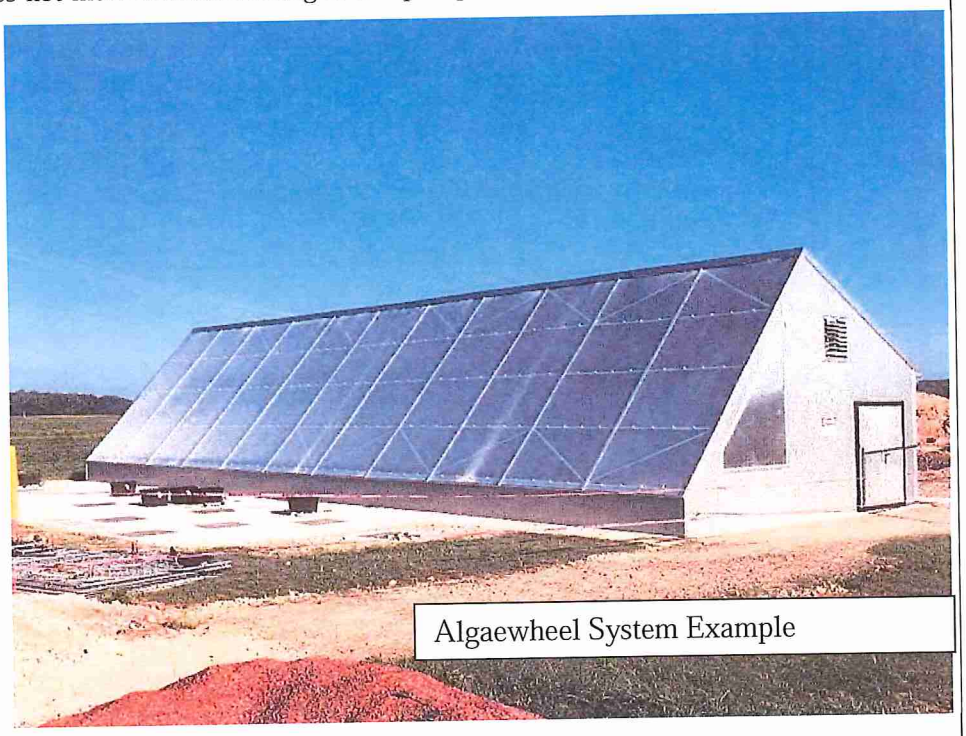
Project Description:

The Town of Uniondale's WWTP does not meet ammonia-nitrogen and phosphorus limits that have been added to the Town's NPDES permit.

The selected project includes the clean closure of the existing rapid sand filters and the construction of an Algaewheel Treatment System and ultra-violet disinfection system.

The project is necessary to meet current and future effluent limits required by the Town's NPDES permit.

The population of Uniondale is small and not increasing, and the unemployment rate is much higher than the State unemployment rate. The approved user rate after Additional Subsidization is $87 per month. Without Additional Subsidization the user rates for this community could lead to hardship for residents.



Algaewheel System Example

CWSRF Participant: Woodburn

SRF Project #:	WW16220202	CWSRF Loan A Amount: CWSRF Loan B Amount (35 year):	$ 6,663,000 $ 402,000
Affected Population:	1,520	Principal Forgiveness (Loan A):	$ 500,000
CWSRF Loan Closed:	December 15, 2017	Total Loan and Principle Forgiveness:	$ 7,565,000
NIMS Categories: Secondary Treatment: New Sanitary Sewer:	 $ 7,163,000 $ 402,000	Estimated SRF Savings:	$ 164,183
		Equivalency Amount	$ 0

Environmental Benefits: The project will reduce the discharge of ammonia, nitrogen and phosphorus to the Marsh Ditch. The project area is the subject of the St Mary's River and Maumee River Watershed impaired biotic communities and *E. coli* TMDL and the Upper Maumee watershed management plan

Project Description:
The existing WWTP in the City of Woodburn does not meet ammonia-nitrogen limits added to the City's NPDES permit. The current plant is also unable to meet phosphorus limits expected to be included in the next permitting cycle. In addition, homes located on State Road 101 are utilizing individual septic systems that are determined to be failing.

The WWTP Improvements project includes: upgrading the existing influent lift station and adding variable frequency drives; constructing a headworks facility with mechanical bar screen; constructing a two-channel oxidation ditch with return activated sludge/waste activated sludge pumping station; constructing two 35-foot diameter secondary clarifiers; constructing two aerobic digesters; constructing a sludge dewatering building containing a dewatering dumpster; installing a cascade post aeration system; installing an alum chemical feed and storage facility; installing an effluent pumping station; installing sodium hypochlorite metering pumps with storage tank and sodium bisulfite metering pumps for existing disinfection system; and removing sludge and performing a clean closure of lagoons #2 and #3.

The S.R. 101 Sanitary Sewer Extension project includes: installing 650 feet of 6-inch service laterals; installing 1,459 feet of 2-pressure sewer; installing nine 8-inch by 6-inch wyes; installing four grinder pump stations, connections and 1½ -inch corporation stop & check valve assemblies; and restoring the site.

The oxidation ditch plant was selected since it can effectively remove ammonia-nitrogen and meet all current NPDES effluent limits including being able to remove phosphorus when the phosphorus limit will be imposed in the next permit cycle. The proposed sewer extension project will eliminate the failed residential septic systems on S.R. 101 as well as a few homes near its intersections with Maumee Center Road.

Components of the Woodburn project are eligible for the Indiana Extended Term Financing Program. Loan B consists of sewer extension projects and has a 35-year term.

The population of Uniondale is small and not increasing significantly and the unemployment rate is much higher than the State unemployment rate. The approved user rate after Additional Subsidization is $73 per month. Without the provided Additional Subsidization the user rates for this community would lead to hardship for residents.

CWSRF Participant: Attica

SRF Project #:	WW17052302	CWSRF Loan Amount:	$ 4,534,000
Affected Population:	3,245	Principal Forgiveness:	$ 0
CWSRF Loan Closed:	February 20, 2018	Total Loan and Principle Forgiveness:	$ 4,534,000
NIMS Categories: Advanced Treatment: New Interceptors: CSO Correction:	 $ 3,362,802 $ 238,157 $ 933,041	Estimated SRF Savings:	$ 979,832
		Equivalency Amount	$ 0

Environmental Benefits: The project will reduce combined sewer outfall events to the Wabash River which is listed for high levels of *E. coli*, nutrients, low dissolved oxygen and low pH. The project area is the subject of the Wabash River Watershed *E. coli* and Nutrients TMDL.

Project Description:

The City of Attica is under an Agreed Order implement Phase II of its CSO LTCP, which will reduce the amount of untreated sewage being discharged to the Wabash River from combined sewer overflows. Additionally the wastewater treatment process will need to be improved to meet the existing ammonia limits and the proposed phosphorus limits in the City's NPDES permit and multiple components of the existing system are at the end of their useful life and need to be replaced.

The collection system will be improved by replacing the existing Yount Street lift station with a new duplex lift station of same capacity with submersible pumps, controls, portable generator connection and automatic transfer switch. The new lift station will improve reliability, allow safe access for maintenance staff, and provide backup power capability.

The wastewater treatment facility will be improved by implementing Phase II recommendations within Attica's CSO Long Term Control Plan, improving ammonia treatment to reduce the chance of discharge permit violations, adding phosphorus treatment capability, and replacing or removing aging and failing components. The facility will maintain treatment capacity, and will be converted to an activated sludge oxidation ditch process.

The project will allow Attica to meet NPDES permit requirements, comply with the community's exiting CSO LTCP.

CWSRF Participant: Georgetown

SRF Project #:	WW16052202	CWSRF Loan Amount:	$ 3,430,000
Affected Population:	2,876	Principal Forgiveness:	$ 0
CWSRF Loan Closed:	March 15, 2018	Total Loan and Principle Forgiveness:	$ 3,430,000
NIMS Categories: Secondary Treatment: Advanced Treatment:	 $ 2,806,663 $ 623,337	Estimated SRF Savings:	$ 741,249
		Equivalency Amount	$ 0

Environmental Benefits: The current system is in compliance. The project will protect the Ohio River which is listed for high levels of *E. coli* and dioxins. The project area is the subject of the ORSANCO Ohio River Bacteria TMDL and the Ohio River Dioxin TMDL.

Project Description:

The Town of Georgetown's existing treatment facility was at 83% capacity. To meet the demand of the community, a WWTP expansion is required.

The proposed project increases the WWTP's average capacity from 350,000 gallons per day (gpd) to 700,000 gpd and the peak flow from 1.47 MGD to 2.4 MGD.

The WWTP expansion project includes:

- installing an additional 25,000 gallon selector/equalization tank;
- installing a third aeration blower rated at 1,600 cubic feet per minute;
- constructing two additional aeration tanks totaling 385,000 gallons;
- constructing a rectangular secondary clarifier with a volume of 103,000 gallons;
- replacing the existing mechanically cleaned bar screen with one rated at 2.4 MGD;
- replacing the existing UV system with a larger one rated at 2.4 MGD;
- relocating the existing generator as a backup for the proposed sludge processing building and installing a larger emergency generator for the WWTP;
- constructing a sludge processing building that will house a one-meter belt filter press, sludge feed pump, sludge flow meter, and conveyance system and controls;
- renovating the aerobic digester and modifying the decant system to facilitate operation; and
- upgrading the East and West Lift Stations by replacing both pumps for each with larger ones rated at 970 gallons per minute (gpm) and 730 gpm each, respectively.

The proposed project will allow the town to have adequate treatment plant capacity to accommodate projected growth within the town's service area and alleviate the potential for sanitary sewer overflows.

CWSRF Participant: Romney Regional Sewer District

SRF Project #:	WW10207901	CWSRF Loan Amount:	$ 0
Affected Population:	377	Principal Forgiveness:	$ 2,000,000
CWSRF Loan Closed:	March 16, 2018	Total Loan and Principle Forgiveness:	$ 2,000,000
NIMS Categories: Secondary Treatment: New Collector Sewers:	 $ 619,195 $ 1,380,805	Estimated SRF Savings:	$ 2,878,484
		Equivalency Amount	$ 0

Environmental Benefits: The project will eliminate failing septic systems which discharge sewage to the Wea Creek watershed. Wea Creek is included in the Wabash River - Region of the Great Bend watershed management plan.

Project Description:

Romney is an unincorporated community that does not have a centralized wastewater collection or treatment system. The Tippecanoe County Health Department, in a letter dated November 4, 2004 states: "Our Department estimates that as many as 75% of the homes in Romney are discharging sewage to local ditches and streams in the Wea Creek watershed. This estimate is based on the number of homes in Romney without a septic system diagram on record, and the extremely high levels of *E. coli* bacteria found in the number of tile outlets near Romney. As you are aware, discharge of untreated sewage into local surface waters can carry a number of water-borne pathogens that can threaten public health. The town is somewhat unique in the fact that a large 5,000 gallon vault type tank collects sewage effluent from over 50% of the homes and discharges it into the nearby Lofland Ditch, which drains to the Wea Creek." In order to address this issue, the Romney Regional Sewer District was formed with assistance from the Indiana Department of Environmental Management (IDEM) on June 29, 2009.

To correct the issues facing the Romney Regional Sewer District, the proposed project will:

- Install a collection system in Romney comprised of 2-4 inch pressure sewers, laterals, 107 septic tank effluent pumping units with electrical connections, and all associated valves and flushing connections.
- Construct a 32,000 gpd package WWTP using extended aeration treatment with UV disinfection system; phosphorus removal by chemical addition, aerobic digester, geotextile bags for sludge dewatering, and an emergency generator for standby power.

The purpose for the proposed project is to eliminate failing on-site septic systems that are discharging sewage into the Lofland Ditch (a.k.a., Kellerman-Leaming Ditch or Wea Creek) and allow the Romney Regional Sewer District to adequately meet the needs of their community.

The population of Romney is small and the Median Household income is low. Without Additional Subsidization the user rates for this community would lead to hardship for residents and the project could not move forward.

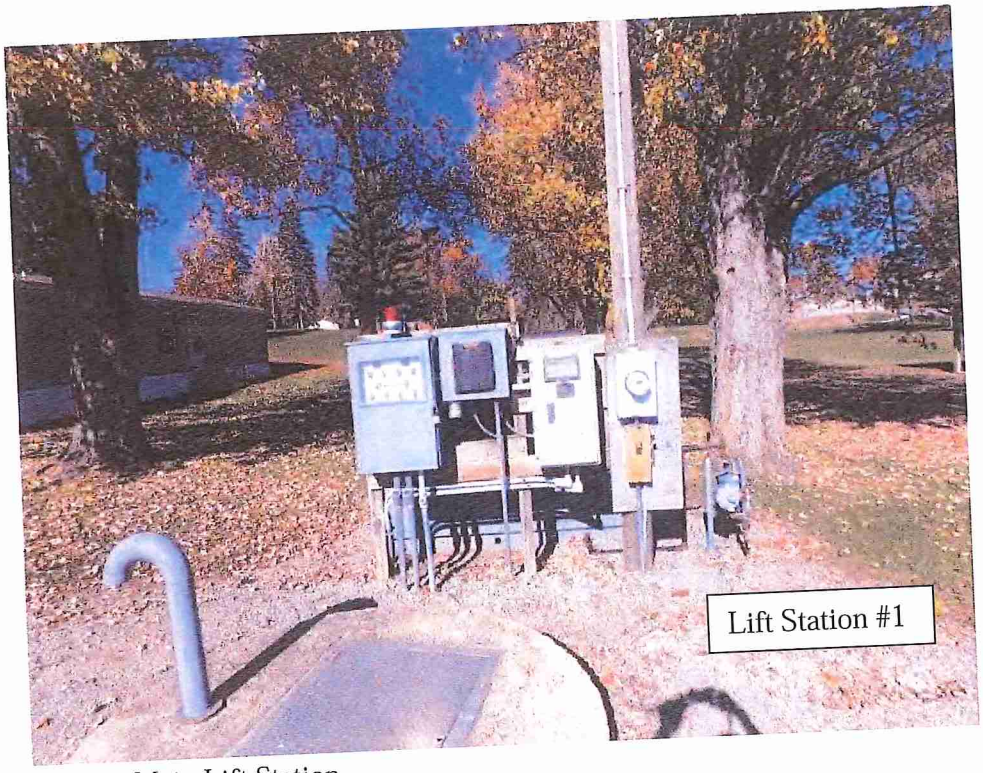
CWSRF Participant: Silver Lake

SRF Project #:	WW17104301	CWSRF Loan Amount:	$ 451,000
Affected Population:	915	Principal Forgiveness:	$ 0
CWSRF Loan Closed:	March 29, 2018	Total Loan and Principle Forgiveness:	$ 451,000
NIMS Categories: Sewer System Rehabilitation:	$ 451,000	Estimated SRF Savings:	$ 97,465
		Equivalency Amount	$ 0

Environmental Benefits: The project will reduce sanitary sewer overflows to the Silver Creek and Silver Lake The project area is included in the Eel River (middle) watershed management plan.

Project Description:

The Town of Silver Lake's wastewater collection system experiences excessive inflow and infiltration during wet weather. The excessive wet weather flow has at times overwhelmed the lift stations and occasionally causes sanitary sewer overflows. A study of the collection system found that the main lift station and force main are undersized and cannot convey peak flows during rain events.


Lift Station #1

The Wastewater Infrastructure Improvements project include increasing the capacity of the Main Lift Station, and constructing a new parallel force main to theWWTP. The project will alleviate periodic overflows occurring in the vicinity of the Main Lift Station.

The project will eliminate surcharging in the system and reduce the number of sanitary sewer overflows from the collection system.

CWSRF Participant: Clinton

SRF Project #:	WW18078303	CWSRF Loan Amount:	$ 1,600,000
Affected Population:	4,893	Principal Forgiveness:	$ 0
CWSRF Loan Closed:	March 29, 2018	Total Loan and Principle Forgiveness:	$ 1,600,000
NIMS Categories: CSO Correction:	$ 1,600,000	Estimated SRF Savings:	$ 345,772
		Equivalency Amount	$ 0

Environmental Benefits: The project will reduce combined sewer overflows to the Wabash River which is listed for high levels of *E. coli*, and nutrients. The project area is the subject of the Wabash River Watershed *E. coli* and Nutrients TMDL.

Project Description:

The City of Clinton is a combined sewer community with six active outfalls. The city's CSO LTCP was updated and approved in 2011 by IDEM. The CSO LTCP has been divided into four phases. Phase I has been implemented successfully and the community is now moving forward with Phase II.

Clinton's CSO LTCP Phase II project includes the conversion of the existing combined sewers on North Main Street between Maple Street and Vine Street and on Water Street between Vine Street and Blackman Street to sanitary sewers only by the construction of new storm drains.

The proposed project will eliminate the combined sewer overflow at Outfall 008 and convert this outfall to a storm water only outfall.

CWSRF Participant: Evansville

SRF Project #:	WW18068217	CWSRF Loan Amount:	$ 16,960,000
Affected Population:	117,429	Principal Forgiveness:	$ 0
CWSRF Loan Closed:	April 24, 2018	Total Loan and Principle Forgiveness:	$ 16,960,000
NIMS Categories: CSO Correction:	$ 16,960,000	Estimated SRF Savings:	$ 3,665,185
		Equivalency Amount	$ 0

Environmental Benefits: The project will design a project meant to reduce combined sewer overflows to the Ohio River which is listed for high levels of *E. coli* and dioxins. The project area is the subject of the ORSANCO Ohio River Bacteria TMDL and the Ohio River Dioxin TMDL.

Project Description:

The City of Evansville is under federal order (Consent Decree) by the US Department of Justice to make the improvements to its wastewater system necessary to comply with the regulatory requirement to reduce CSO events from the system.

The proposed project is for planning and design projects necessary to implement the CSO LTCP, and includes the following:

East WWTP Improvement Project – Effluent Pump Station Design - Designing the East WWTP Effluent Pumping Station project for a peak flow of 68 MGD that will include a survey, geotechnical services, structural, mechanical and electrical design as well as engineering support during the bidding process.

West WWTP Improvements Project Design - Designing the West WWTP to increase its peak capacity from 30.6 MGD to 45 MGD and adding a 6.1 million gallon CSO Storage Tanks that will include a field survey, design plans, specifications, and construction estimates.

East WWTP Improvement Project Capacity Upgrade - Designing upgrades to the East WWTP Improvements Project to increase its capacity from 22.5 MGD to 40 MGD that will include a survey, geotechnical services, and other associated tasks.

Program Management - The selected alternative is to ensure the effective management of the Program Management Plan for the Utility's *Renew Evansville* Program for the time period between January 1, 2018 and December 31, 2018.

The purpose for these planning and design projects is to address the requirements of Evansville's Consent Decree with the Indiana Department of Environmental Management and the Environmental Protection Agency, as well as the Utility's Sanitary Master Plan. The Consent Decree requires the Utility to develop and implement an Integrated Overflow Control Plan to address sewer system overflows and to develop and implement measures to properly operate and maintain the sewer systems and WWTP.

CWSRF Participant: Owensville

SRF Project #:	WW17182602	CWSRF Loan Amount:	$ 630,000
Affected Population:	1,284	Principal Forgiveness:	$ 0
CWSRF Loan Closed:	May 23, 2018	Total Loan and Principle Forgiveness:	$ 630,000
NIMS Categories: Infiltration/Inflow:	$ 630,000	Estimated SRF Savings:	$ 136,148
		Equivalency Amount	$ 0

Environmental Benefits: The project will reduce sanitary sewer overflows to Black Creek in Southern Indiana.

Project Description:

The town of Owensville's collection system experiences surcharging and overflows during high groundwater conditions and wet weather events. CCTV investigations show the sewers are in poor condition and are leading to inflow and infiltration issues. The Town received a Sewer Ban Early Warning notice from IDEM on July 8, 2016.

To correct these issues the Wastewater Inflow/Infiltration Reduction project includes:

- Approximately 50,000 LF of sanitary sewer cleaning and televising;
- Approximately 8,600 LF of sewer main rehabilitation with cured in place pipe and point repairs;
- Manhole rehabilitation including frame/cover replacement, chimney reconstruction, constructing bench walls, adding steps, grouting of voids/joints, and lining;
- Installation of new manhole on an existing sewer main;
- Replacement of an existing manhole;
- Permanent emergency backup lift station system for Highway-168 Lift Station; and
- Upgrades for the Hillcrest and Bitner Lift Stations that include connections to accept a backup generator and for bypass pumping.

Reduction of inflow/infiltration into the sanitary sewer system will reduce surcharging and overflows during high groundwater conditions and wet weather events, which will prevent a sewer connection ban and unnecessary treatment of clear flow at the WWTP.

CWSRF Participant: Chalmers

SRF Project #:	WW17129102	CWSRF Loan Amount:	$ 839,000
Affected Population:	508	Principal Forgiveness:	$ 0
CWSRF Loan Closed:	June 13, 2018	Total Loan and Principle Forgiveness:	$ 839,000
NIMS Categories: Secondary Treatment: Sewer System Rehab:	 $ 199,762 $ 639,238	Estimated SRF Savings: Equivalency Amount	$ 181,314 $ 0

Environmental Benefits: The system is currently maintaining compliance. The project will protect Ella Baker Ditch. The project area is included in the Wabash River Watershed *E. coli* and Nutrients TMDL.

Project Description:

The town of Chalmers' existing WWTP and collection system both currently meet requirements, but components at the plant are starting to reach the end of their useful life. The collection system is constructed of vitrified clay pipe, is forty years old, and experiences numerous breaks and extensive infiltration and inflow.

The project will line the entire collection system utilizing a cured-in-place-pipe method, line all manholes in the system and replace the emergency standby generator for the Main Lift Station.

Improvements at the WWTP will include:

- replacing the fine screen;
- replacing the existing flow diversion weir gate;
- replacing the constant speed aeration blower units with new variable speed blower units;
- converting the chlorine disinfection system to a Ultra-Violet disinfection system;
- repairing the liner and adding a berm for the flow equalization basin; and
- making repairs to the concrete process tank.

The purpose for rehabilitating the sanitary sewers and the manholes is to address a significant infiltration and inflow problem with the town's collection system. The existing emergency standby generator has exceeded its useful service life and has had electrical problems after being struck by lightning. At the WWTP the fine screen is not operable and needs to be replaced. The flow diversion weir gate is not functioning correctly, the existing aeration blowers cannot be adjusted to maintain the appropriate air supply to the aeration tank. The chlorine injection equipment has been malfunctioning resulting in numerous dosing problems. The liner at the top of the EQ basin is deteriorating and a berm needs to be built to prevent rainwater runoff into the EQ basin. The concrete process tank has minor defects that need to be repaired.

The proposed project includes cured in place lining which will yield annual energy savings costs, qualifying the project as an energy efficient green project.

CWSRF Participant: Centerville

SRF Project #:	WW17258903	CWSRF Loan Amount Series A: CWSRF Loan Amount Series B:	$ 1,775,000 $ 491,000
Affected Population:	2,552	Principal Forgiveness:	$ 0
CWSRF Loan Closed:	June 29, 2018	Total Loan and Principle Forgiveness:	$ 2,266,000
NIMS Categories: Secondary Treatment: Sewer System Rehab: New Collector Sewers:	 $ 1,507,661 $ 267,339 $ 491,000	Estimated SRF Savings:	$ 489,700
		Equivalency Amount	$ 0

Environmental Benefits: The project will reduce combined sewer overflows to Crown Creek which is on the 303(d) list for high levels of *E. coli* and impaired biotic communities. The project area is the subject to the West Fork Whitewater River Watershed *E. coli* TMDL and the Whitewater (West Fork) watershed management plan.

Project Description:
The Town of Centerville owns and maintains a WWTP. Following wet weather events this facility experiences combined sewer overflows into Nolands Fork. Additional problems are presented by a low aerial sewer crossing of Crown Creek which creates blockages in the creek, increases upstream flooding and puts the waterway at risk for infiltration. Further, the town had several areas that were being served by failing septic systems.

The Centerville project is in multiple parts. The first project includes installing sanitary sewer extensions to eliminate failing septic systems in the following areas:

- Rice Road area,
- Kellam Road area,
- McMinn Road area,
- College Corner Road area,
- Centerville Road area,
- US 40 East and West area.

The second project entails the construction of a sewer overflow equalization basin, which will provide a storage volume for flows generated by a 1-year, 1-hour design storm and be equipped with screening as well as a submersible dewatering pump station. This volume will be pumped back to the WWTP for full treatment when sufficient capacity becomes available. The equalization basin will also have sufficient storage to provide primary treatment for a 10-year, 1-hour design storm that will be retained for 30 minutes and then followed by disinfection. Storm events larger than the 10-year, 1- hour will be treated to the extent possible. The third project includes the replacement of a sanitary sewer along McMinn Road to eliminate the Crown Creek crossing.

The purpose of the first project is to provide extend service to an area that is outside the town limits in an effort to eliminate failing septic systems. The purpose for constructing the sewer overflow equalization basin is so that Centerville will be in compliance with its CSO Long Term Control Plan by providing full treatment during wet weather events as required by the Indiana Department of Environmental Management and to reduce the occurrence of CSO events to Nolands Forks via outfall CSO 002. The purpose for the sanitary sewer replacement project is to eliminate the low aerial crossing of the existing sanitary sewer at McMinn Road and Crown Creek that impedes the stream flow by collecting debris and causes upstream flooding.

Exhibit F

CUMULATIVE HISTORY OF FEDERAL CAPITALIZATION GRANTS

$ 22,731,411	FFY 1989 Federal Capitalization Grant
23,512,995	FFY 1990 Federal Capitalization Grant
49,459,806	FFY 1991 Federal Capitalization Grant
46,826,208	FFY 1992 Federal Capitalization Grant
46,321,506	FFY 1993 Federal Capitalization Grant
28,741,977	FFY 1994 Federal Capitalization Grant
29,684,260	FFY 1995 Federal Capitalization Grant
48,623,553	FFY 1996 Federal Capitalization Grant
15,020,160	FFY 1997 Federal Capitalization Grant
32,452,972	FFY 1998 Federal Capitalization Grant
32,454,299	FFY 1999 Federal Capitalization Grant
35,916,531	FFY 2000 Federal Capitalization Grant
33,645,988	FFY 2001 Federal Capitalization Grant
32,128,866	FFY 2002 Federal Capitalization Grant
31,919,976	FFY 2003 Federal Capitalization Grant
31,939,281	FFY 2004 Federal Capitalization Grant
25,969,581	FFY 2005 Federal Capitalization Grant
21,135,427	FFY 2006 Federal Capitalization Grant
25,793,856	FFY 2007 Federal Capitalization Grant
16,472,652	FFY 2008 Federal Capitalization Grant
16,399,548	FFY 2009 Federal Capitalization Grant
94,447,500	American Recovery and Reinvestment Act of 2009 Grant
49,104,000	FFY 2010 Federal Capitalization Grant
35,588,000	FFY 2011 Federal Capitalization Grant
34,061,000	FFY 2012 Federal Capitalization Grant
32,176,000	FFY 2013 Federal Capitalization Grant
33,790,000	FFY 2014 Federal Capitalization Grant
33,617,000	FFY 2015 Federal Capitalization Grant
32,200,000	FFY 2016 Federal Capitalization Grant
31,952,000	FFY 2017 Federal Capitalization Grant
38,681,000	FFY 2018 Federal Capitalization Grant
$ 1,062,767,353	TOTAL GRANTS
$ 968,319,853	TOTAL GRANTS REQUIRED TO MATCH

Exhibit G
CUMULATIVE HISTORY OF STATE MATCH

The State deposited $20,000,000 of State Match in the CWSRF Loan Program in SFY 2018. To date, the CWSRF State Match has aggregated in excess of 20 percent of the awarded $968,319,853 Capitalization Grants the Authority was required to match through June 30, 2018, which results from the following cumulative history of State matches to the CWSRF Program:

$ 145,492	State match appropriated for administrative costs in SFY 1992 (June, 1992)
145,492	State match appropriated for administrative costs in SFY 1993 (July 15, 1992, October 1, 1992, January 1, 1993 and April 1, 1993)
582,501	State match disbursed in connection with a direct loan to the Town of Wanatah made in 1991.
13,704,753	Series 1993A State Match Revenue Bond net proceeds (January 1993)*
13,790,322	Series 1994A State Match Revenue Bond net proceeds (March 1994)**
137,540	State match appropriated for administrative costs in SFY 1994
9,264,301	Series 1995A State Match Revenue Bond net proceeds (February 1995)**
139,973	State match appropriated for administrative costs in SFY 1995
70,904	State match related to other administrative costs
15,159,296	Series 1997A State Match Revenue Bond net proceeds (September 1997)
1,134,501	Series 1998A State Revolving Fund Program Bond net proceeds representing a State Match allocation (September 1998)
27,101,378	Series 2000A State Revolving Fund Program Bond net proceeds representing a State Match allocation (April 2000)
7,701,881	Series 2000B State Revolving Fund Program Bond net proceeds representing a State Match allocation (January 2001 & July 2001)
13,200,000	Series 2001A State Revolving Fund Program Bond net proceeds representing a State Match allocation (November 2001 & July 2002)
6,387,856	Series 2004B State Revolving Fund Program Bond net proceeds representing a State Match allocation (April 2004)
6,800,000	Series 2004B State Revolving Fund Program Bond net proceeds representing a State Match allocation (February 2005)
2,250,000	Series 2006A State Revolving Fund Program Bond net proceeds representing a State Match allocation (April 2006)
4,220,770	Series 2006B State Revolving Fund Program Bond net proceeds representing a State Match allocation (December 2006)
1,100,000	Series 2007A State Revolving Fund Program Bond net proceeds representing a State Match allocation (May 2007)
5,200,000	Series 2007B State Revolving Fund Program Bond net proceeds representing a State Match allocation (December 2007)
13,200,000	Series 2009A State Revolving Fund Program Bond net proceeds representing a State Match allocation (November 2009)
9,800,000	Series 2010B State Revolving Fund Program Bond net proceeds representing a State Match allocation (October 2010)
2,131,611	Series 2011A State Revolving Fund Program Bond net proceeds representing a State Match allocation (October 2011)
6,624,400	Series 2012B State Revolving Fund Program Bond net proceeds representing a State Match allocation (August 2012)
13,139,000	Series 2014A State Revolving Fund Program Bond net proceeds representing a State Match allocation (April 2014)
15,000,000	Series 2016A State Revolving Fund Program Bond net proceeds representing a State Match allocation (April 2016)
20,000,000	Series 2017B State Revolving Fund Program Bond net proceeds representing a State Match allocation (November 2017)
$208,131,971	TOTAL

* Source restructured in SFY 2003 vis-à-vis Series 2002A State Revolving Fund Program Bond net proceeds representing a State Match allocation (December 2002)

** Source restructured in SFY 2004 vis-à-vis Series 2004A State Revolving Fund Program Bond net proceeds representing a State Match allocation (April 2004)

As a result of the foregoing, the State has deposited State Match in excess of that required based on grants awarded as of the end of SFY 2018 by $14,468,000 (also known as over-match), which is banked toward future capitalization grants that are expected to be awarded in SFY 2019. This over-match is intended to permit, and will allow, the State to immediately begin to convert its next capitalization grant (upon award expected in SFY 2019) to cash (and deposit it in the CWSRF) based upon incurred costs paid by Program Participants.

State Match has been provided from three sources, namely (1) State appropriated funds; (2) State Match Revenue Bonds (with respect to the State's bond financing that occurred before September 1998), the entire net proceeds of which were allocated solely to State Match purposes, and (3) State Revolving Fund Program Bonds (with respect to the State's bond financings during and after September 1998), the net proceeds of which program bonds are allocated between 4 distinct purposes – (A) CWSRF's State Match; (B) CWSRF's leveraged loans; (C) DWSRF's State Match; and (D) DWSRF's leveraged loans.

The State Match Revenue Bonds are repaid semi-annually and since all of their proceeds were used for State Match, the State tracks, allocates and records their entire payment as a State Match repayment such that it is paid solely from CWSRF earnings applied on each payment date toward that bond payment. The State Revolving Fund Program Bonds are also repaid semi-annually and at the time of each payment the State tracks, allocates and records their payment *first* between CWSRF and DWSRF purposes (with the percentage paid from CWSRF being equal to the proportion of the net bond proceeds originally deposited in CWSRF from those bonds as compared to their total net bond proceeds) and *second* between State Match and leveraged loans purposes (with the payment allocated as a State Match repayment computed and tracked to be no more than the amount of the total CWSRF earnings applied on each payment date toward that bond payment). Set forth in the attached Exhibit G-1 is the principal amount of the State Revolving Fund Program Bonds allocated to State Match purposes for the CWSRF and the principal amount repaid as of the end SFY 2018.

The State annually designates whether principal maturities of the State Revolving Fund Program Bonds retired in a State Fiscal Year relate to State Match or leveraged bonds. Generally, it anticipates retiring State Match related bonds first leaving primarily program bonds allocated to the leveraged loans purposes outstanding. Once all State Revolving Fund Program Bonds allocated to the CWSRF State Match purposes are retired (and/or the number of series with outstanding State Match bonds are reduced), this policy will simplify the tracking of funds, reporting, bond disclosure, and allocation of semi-annual debt service.

Exhibit G - Schedule-1

CLEAN WATER

Revenue Bonds	Original Par Amount of Bonds Designated as State Match	Par Amount retired during SFY Ending June 30 2018	2017	2016	2015	2014	All Prior SFYs	Remaining Par Amount of Bonds Designated as State Match
1993*	3,930,000	-	-	-	-	-	3,930,000	-
1994♦	3,650,000	-	-	-	-	-	3,650,000	-
1995♦	2,270,000	-	-	-	-	-	2,270,000	-
1997^	6,090,000	-	-	-	-	-	6,090,000	-
1998A	1,146,360	-	-	-	-	-	1,146,360	-
2000A	27,257,690	-	-	-	-	-	27,257,690	-
2000B ^	-	-	-	-	-	-	-	-
2001A	12,652,000	-	-	-	-	-	12,652,000	-
2002A*	10,874,000	-	-	-	-	-	10,874,000	-
2002B	-	-	-	-	-	-	-	-
2004A♦	19,071,553	-	-	-	-	-	19,071,553	-
2004B	12,105,996	-	-	-	-	-	12,105,996	-
2004C	-	-	-	-	-	-	-	-
2005A ^	17,437,953	-	-	-	-	-	17,437,953	-
2006A	2,146,636	-	-	-	-	-	2,146,636	-
2006B	4,027,035	-	-	-	-	-	4,027,035	-
2007A	1,073,358	-	-	-	1,073,358	-	-	-
2007B	4,925,514	-	-	-	-	-	4,925,514	-
2009A	12,399,675	124,675	4,530,000	3,300,000	2,040,000	2,125,000	280,000	-
2010B	8,956,447	-	-	-	-	-	8,956,447	-
2011A	2,042,434	-	-	-	-	-	2,042,434	-
2012B	5,777,896	-	-	610,000	442,896	-	4,305,000	420,000
2014A	13,055,000	-	-	-	13,055,000	-	-	-
2014B▲	996,884	990,211	-	-	6,673	-	-	-
2015BΔ	413,468	-	-	-	-	-	-	413,468
2016A	12,775,000	1,080,000	855,000	-	-	-	-	10,840,000
2017B	16,835,000	-	-	-	-	-	-	16,835,000
Total	201,909,899	2,194,886	5,385,000	3,910,000	16,617,927	2,125,000	143,168,618	28,508,468

Notes:

* 2002A refinanced the outstanding portion of the 1993 Bonds; only the part retired before issuance of 2002A (together with the unrefunded February 1, 2003 maturity of the 1993 Bonds) are shown under 1993 heading.

♦ 2004A refinanced the outstanding portion of the 1994 & 1995 Bonds; only the part retired before issuance of 2004A (together with the unrefunded February 1, 2005 maturity of the 1995 Bonds) are shown under 1994 & 1995 heading.

^ 2005A refinanced a portion of the outstanding 1997 & 2000B Bonds; only the part retired before issuance of 2005A together with the unrefunded February 1, 2006 TO 2010 maturities of the 1997 Bonds, are shown under 1997 & 2000B heading.

▲ 2014B refinanced the outstanding portion of the 2007A Bonds; only the part retired before issuance of 2014B (together with the unrefunded February 1, 2015 maturity of the 2007A Bonds) are shown under 2007A heading.

Δ 2015B refinanced a portion of the 2012B Bonds; only the part retired before issuance of 2015B (together with the unrefunded February 1, 2016 maturity of the 2012B Bonds) are shown under 2012B heading.

Indiana CW SRF Loan Program
Exhibit H - Summary of Loans Closed in SFY 2018

Applicant Name	Closing Date	Loan Amount	Principal Forgiveness Amount	Total Loan and Principal Forgiveness	Estimated Open Market Interest Rate	Estimated Open Market P & I *	SRF Interest Rate	SRF P & I *	SRF Savings
Citizens Water Authority	21-Jul-17	$ 163,526,839	$ -	$ 163,526,839	3.75%	$ 235,354,686	3.530%	$ 230,743,594	$ 4,611,092
Portage	13-Sep-17	$ 3,750,000	$ -	$ 3,750,000	3.75%	$ 5,397,157	2.000%	$ 4,586,754	$ 810,403
Portland	25-Sep-17	$ 2,945,000	$ -	$ 2,945,000	3.75%	$ 4,238,568	2.000%	$ 3,602,131	$ 636,437
Newton County	28-Sep-17	$ 13,771,000	$ -	$ 13,771,000	3.75%	$ 19,819,801	2.000%	$ 16,843,783	$ 2,976,018
Newton County	28-Sep-17	$ 3,266,000	$ -	$ 3,266,000	3.75%	$ 4,700,564	2.000%	$ 3,994,757	$ 705,807
Michigantown A	29-Sep-17	$ 882,000	$ -	$ 882,000	3.75%	$ 1,269,411	2.000%	$ 1,078,805	$ 190,607
Michigantown B	29-Sep-17	$ 274,000	$ -	$ 274,000	4.00%	$ 513,807	2.300%	$ 401,901	$ 111,906
Richmond	30-Nov-17	$ 11,205,000	$ -	$ 11,205,000	3.75%	$ 16,126,706	2.000%	$ 13,705,221	$ 2,421,485
Richmond	30-Nov-17	$ 350,000	$ -	$ 350,000	3.75%	$ 503,735	2.000%	$ 428,097	$ 75,638
Warsaw	15-Dec-17	$ 9,463,000	$ -	$ 9,463,000	4.00%	$ 17,745,077	2.300%	$ 13,880,248	$ 3,864,829
Madison	15-Dec-17	$ 871,200	$ -	$ 871,200	3.75%	$ 1,253,868	2.000%	$ 1,065,595	$ 188,273
Madison	15-Dec-17	$ 10,528,800	$ -	$ 10,528,800	3.75%	$ 15,153,491	2.000%	$ 12,878,137	$ 2,275,354
Huntington	15-Dec-17	$ 10,644,000	$ -	$ 10,644,000	3.75%	$ 15,319,291	2.000%	$ 13,019,042	$ 2,300,249
New Palestine	15-Dec-17	$ 3,620,000	$ 500,000	$ 4,120,000	3.75%	$ 5,929,677	2.000%	$ 4,427,746	$ 1,501,930
Woodburn	15-Dec-17	$ 6,663,000	$ 500,000	$ 7,163,000	3.75%	$ 10,309,290	2.000%	$ 8,149,744	$ 2,159,546
Woodburn	15-Dec-17	$ 402,000	$ -	$ 402,000	4.00%	$ 753,833	2.300%	$ 589,650	$ 164,183
Uniondale	15-Dec-17	$ 235,000	$ 500,000	$ 735,000	3.75%	$ 1,057,843	2.000%	$ 287,437	$ 770,406
Attica	20-Feb-18	$ 4,534,000	$ -	$ 4,534,000	3.75%	$ 6,525,523	2.000%	$ 5,545,691	$ 979,832
Georgetown	15-Mar-18	$ 3,430,000	$ -	$ 3,430,000	3.75%	$ 4,936,600	2.000%	$ 4,195,351	$ 741,249
Romney	16-Mar-18	$ -	$ 2,000,000	$ 2,000,000	3.75%	$ 2,878,484	0.000%	$ -	$ 2,878,484
Clinton	29-Mar-18	$ 1,600,000	$ -	$ 1,600,000	3.75%	$ 2,302,787	2.000%	$ 1,957,015	$ 345,772
Silver Lakes	29-Mar-18	$ 451,000	$ -	$ 451,000	3.75%	$ 649,098	2.000%	$ 551,634	$ 97,465
Evansville	24-Apr-18	$ 16,960,000	$ -	$ 16,960,000	3.75%	$ 24,409,543	2.000%	$ 20,744,359	$ 3,665,185
Owensville	23-May-18	$ 630,000	$ -	$ 630,000	3.75%	$ 906,722	2.000%	$ 770,575	$ 136,148
Chalmers	13-Jun-18	$ 839,000	$ -	$ 839,000	3.75%	$ 1,207,524	2.000%	$ 1,026,210	$ 181,314
Centerville	29-Jun-18	$ 2,266,000	$ -	$ 2,266,000	3.75%	$ 3,261,322	2.000%	$ 2,771,622	$ 489,700
TOTAL		**$273,106,839**	**$3,500,000**	**$276,606,839**					**$35,279,310**

** P & I = Principal and Interest*
Grey = equivalency

Exhibit I

INTENDED USES OF FUNDS IN THE INDIANA FINANCE AUTHORITY'S SRF ACCOUNTS

This Exhibit identifies the intended uses of the funds held in various accounts of the CWSRF, and how those uses support the goals of the CWSRF. This Exhibit also demonstrates how the Authority meets the requirements of 40 CFR 35.3135(d) by using all of the funds in the CWSRF in an expeditious and timely manner.

Sources, Uses and Available Balances in SRF Accounts

The following accounts have been created and exist under the Authority's Wastewater Trust Indenture and comprise its CWSRF. Set forth on the attached Schedule I-1 (the "Use Schedule") is detail on what funds are held in the CWSRF and how they were expeditiously and timely used in SFY 2018 and will continue to be in perpetuity.

Wastewater Purchase Account.

Sources of Funds: Funds held in this account[1] come from proceeds of Program Bonds[2] issued by the Authority. The Authority expects to cause additional Program Bonds to be issued at times and in amounts sufficient to meet the funding requirements for loans presently closed as of the end of the SFY 2018 as well as loans anticipated to be closed in SFY 2019 and after.

Uses of Funds: These funds are used to make loans for qualified Proposed Projects as permitted by 40 CFR 35.3120(a). This use directly furthers the primary purpose of the CWSRF Program by financing qualified Proposed Projects and through their construction improves water quality in the State of Indiana.

Available Balance: As of July 1, 2018, the aggregate amount of closed and committed loans exceeded the balance in this account ("Excess Commitments"). As additional loans are closed in SFY 2019, such committed amounts will contribute to additional Excess Commitments. The aggregate amount held in this account as of July 1, 2018 is shown in the Use Schedule. Accordingly, none of the funds presently on deposit in this account are available for other SRF purposes except to finance closed and committed loans related to qualified Proposed Projects.

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[1] Pursuant to SRF Indenture modification, the former State Match Loan Account was consolidated into this Account effective May 30, 2007.

[2] To date, the Authority (or its predecessor issuer) has issued multiple series of bonds including several refunding series (the "Program Bonds"), a portion of which are issued for the CWSRF. An allocated portion of the Program Bonds were deposited in the Purchase Account (with such bonds being referred to as the "Guarantee Revenue Bonds" in this Report) to make loans from the CWSRF and a further allocated portion of the Program Bonds were deposited in the Purchase Account (or the former State Match Loan Account) as state match (with such bonds being referred to as the "State Match Revenue Bonds" in this Report) to make loans or for other permitted purposes. The Guarantee Revenue Bonds are revenue bonds within the meaning of 40 CFR 35.3120(d), the net proceeds of which were deposited in the CWSRF. The State Match Revenue Bonds are revenue bonds within the meaning of 40 CFR 35.3135(b)(2), the net proceeds of which were deposited in the CWSRF; their proceeds (together with other match sources) have matched all capitalization grants awarded to date as well as the not-yet-available FFY 2018 (FFY refers to the Federal Fiscal Year ending September 30 of the year listed) grant by reason of over-match.

Wastewater Participant Loan Principal Account.

Sources of Funds: Funds held in this account come from principal payments on loans made from the Purchase Account and the former State Match Loan Account.

Uses of Funds: These funds are used to make payments on the outstanding Guarantee Revenue Bonds as permitted by 40 CFR 35.3120(d) and the Authority's Operating Agreement with EPA. This use indirectly furthers the primary purpose of the SRF by making loan proceeds available to finance qualified Proposed Projects and through their construction improves water quality in the State of Indiana.

Available Balance: Approximately annually, this account is fully depleted to make payments on Program Bonds. Accordingly, none of the funds presently on deposit in this account are available for other SRF purposes.

Wastewater Participant Loan Interest Account.

Sources of Funds: Funds held in this account come from interest payments on loans made from the Purchase Account and the former State Match Loan Account.

Uses of Funds: These funds are used to make payments on the outstanding Guarantee Revenue Bonds and outstanding State Match Revenue Bonds as permitted by 40 CFR 35.3120(d) and 40 CFR 35. 3135(b)(2), respectively. This use indirectly furthers the primary purpose of the SRF by making loan proceeds available to finance qualified Proposed Projects and through their construction improves water quality in the State of Indiana.

Available Balance: Approximately annually, this account is fully depleted to make payments on Program Bonds. Accordingly, none of the funds presently on deposit in this account are available for other SRF purposes.

WASTEWATER RESERVE[3] contains the following accounts:

Wastewater Reserve Earnings Account.

Sources of Funds: Funds held in this account come from interest payments on loans made from the Purchase Account and the State Match Loan Account together with other earnings on invested Reserve accounts.

Uses of Funds: These funds are *first* used to make payments on the outstanding Guarantee Revenue Bonds and outstanding State Match Revenue Bonds as permitted by 40 CFR 3120(d) & (f) and 40 CFR 35.3135(b)(2), respectively, and *secondly* transferred to the Reserve Deficiency Account, as described below.

Available Balance: Approximately annually, this account is fully depleted to make payments on Program Bonds, with any excess available balances to be transferred to the

[3] Pursuant to SRF Indenture modification, effective May 30, 2007, the following Reserve accounts are pledged to particular series of Program Bonds by means of subaccounts therein. Such pledged accounts serve as the Reserve for only one Series of Program Bonds (a "Series Reserve") and are held at a fixed amount (a "Series Reserve Requirement") subject to annual reductions as principal on such Series of Program Bonds are repaid as required by the SRF indenture. While not labeled under this Reserve group of accounts, amounts held in Equity serve as security for the payment of Program Bonds, and thus, are part of the "reserve" for the purposes of this Report and the federal Water Quality Act of 1987, as amended.

Reserve Deficiency Account. Accordingly, none of the funds presently on deposit[4] in this account are available for other SRF purposes.

Wastewater Reserve Grant Account.

Sources of Funds: Funds held in this account[5] come from federal capitalization grants drawn when funds are loaned or administrative expenses are incurred, up to the amount therein (and in the Support Account and Equity Grant Account) that equals the perpetuity amount, and any amounts in excess thereof come from State Match.[6]

Uses of Funds: These funds are used (i) as security[7] for outstanding Guarantee Revenue Bonds as permitted by 40 CFR 35.3120(d) & (e) and (ii) as a source of payment for the outstanding Guarantee Revenue Bonds and outstanding State Match Revenue Bonds as permitted by 40 CFR 35. 3120(d) & (f) and 40 CFR 35.3135(b)(2), respectively. This use both directly and indirectly furthers the primary purpose of the CWSRF Program by making financing for qualified Proposed Projects available and through their construction improves water quality in the State of Indiana.

Available Balance: The aggregate amount held in this account (as of July 1, 2018 and as anticipated in SFY 2019) is shown in the Use Schedule.[8] In furtherance of these purposes, the funds in this account are invested with certain short-term investments, State and Local Government Series (SLGS) securities, and treasury obligations.

Wastewater Reserve Support Account.

Sources of Funds: Funds held in this account come from federal capitalization grants drawn when funds are loaned or administrative expenses are incurred, up to the amount therein (and in the Reserve Grant Account and Equity Grant Account) that equals the perpetuity amount.

Uses of Funds: These funds are used (i) as security for outstanding Guarantee Revenue Bonds as permitted by 40 CFR 35.3120(d) & (e) and (ii) as a source of payment for the outstanding Guarantee Revenue Bonds and outstanding State Match Revenue Bonds as permitted by 40 CFR 35. 3120(d) & (f) and 40 CFR

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[4] And before any further transfers to the DWSRF as discussed elsewhere in this Exhibit.

[5] Pursuant to SRF Indenture modification, the former State Match Account was consolidated into this Account effective May 30, 2007.

[6] State Match in this account came from State Match Revenue Bonds, and is either from (a) original proceeds that were held as reserve balances from State Match Revenue Bonds issued in 1993, 1994, 1995 and 1997 or (b) principal on loan repayments funded from such proceeds. As of July 1, 2018, such amounts related to State Match on deposit in this account have not been applied to Guarantee Revenue Bonds but may be so applied to make any regularly scheduled payments on the outstanding Guarantee Revenue Bonds as permitted by 40 CFR 35.3120(d) and the Authority's Operating Agreement with EPA.

[7] Pursuant to the financing indentures related to the cross-collateralized outstanding Program Bonds, the Authority is presently required to maintain reserves of at least $152.3 million, which is to be held in the Reserve accounts and is not anticipated to be used to make loans to Participants. A portion of the reserves have been allocated to the CWSRF for purpose of this Annual Report (as shown in the amount set out in the Use Schedule). This is a minimum invested funds requirement. However, the Authority views invested amounts in excess of the foregoing minimum requirement as security and as a source of payment for the outstanding Program Bonds. Further, the Authority expects that the foregoing minimum requirement will increase as additional Program Bonds are issued in SFY 2019 and beyond. Such excess purposes are served by the Equity accounts to the extent that they are not anticipated to be used to make loans to Participants.

[8] And before any further transfers to the DWSRF as discussed elsewhere in this Exhibit.

35.3135(b)(2), respectively. This use both directly and indirectly furthers the primary purpose of the CWSRF Program by making financing for qualified Proposed Projects available and through their construction improves water quality in the State of Indiana.

Available Balance: The aggregate amount held in this account (as of July 1, 2018 and as anticipated in SFY 2019) is shown in the Use Schedule. Support Account balances are anticipated to be applied to as a scheduled source of payment for the outstanding Guarantee Revenue Bonds and when so applied will be replaced by retaining earnings in the Equity Grant Account in an amounts necessary to preserve perpetuity as authorized and required by the Authority's Operating Agreement with EPA.

Wastewater Reserve Deficiency Account.

Sources of Funds: Funds held in this account, if any, will come from other Reserve accounts discussed above when the amounts held in the group of accounts serving as the Reserve any Series of Program Bonds (a "Series Reserve") exceeds its Series Reserve Requirement.

Uses of Funds: These funds are used to fund each Series Reserve by immediately transferring them as necessary (the *first* possible use) to each Series Reserve that is below its Series Reserve Requirement on each February 1 and August 1 and *secondly* (if not required for such *first* use) shall be transferred to an Equity account (the *secondary* use; which is expected to occur). Any such transfer is either made to a Grant Account or Earnings Account depending on the source of the funds transferred to the Reserve Deficiency Account.

Available Balance: No amounts were held in this account as of July 1, 2018 nor are any so anticipated in SFY 2019.

WASTEWATER EQUITY[9] contains the following accounts:

Wastewater Administration Account.

Sources of Funds: Funds held in this account come from the outstanding State Match Revenue Bonds or other available funds in the SRF.

Uses of Funds: These funds are applied to reasonable costs of administering the CWSRF Program as permitted by 40 CFR 35.3120(g). The Authority so applied these funds during the SFY 2018 (and expects to apply them and other funds in the CWSRF[10] to this purpose in the SFY 2019). Any funds not expended in SFY 2019 are banked for management of the CWSRF in perpetuity by the Authority.

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[9] While funds held in these Equity accounts are not pledged to the payment of Program Bonds, the SRF Program Representative may, but is not required to, direct that they be used to pay Program Bonds. Further, the Authority would expect such to occur if it was necessary to pay such bonds and, thus, while not labeled under as Reserve in this Report, the CWSRF treats it as part of the "reserve" for the purposes of this Report and the federal Water Quality Act of 1987, as amended.

[10] Amounts set aside in this account only represent a portion of the funds the Authority is permitted by 40 CFR 35.3120(g) to apply to costs of administering the CWSRF Program. Additionally the Authority continues to bank for this purpose the remaining amount up to the full 4% limit as measured against total grants (including the not-yet-available FFY 2018 grant expected to be awarded in SFY 2019).

Available Balance: As of July 1, 2018, the aggregate amount held in this account is shown in the Use Schedule. All of these funds are expected to be used solely to pay reasonable costs of administering the CWSRF Program. Accordingly, none of the funds presently on deposit in this account are available for other SRF purposes.

Wastewater Equity Grant Account.

Sources of Funds: Funds held in this account come from federal capitalization grants drawn when funds are loaned or administrative expenses are incurred, up to the amount therein (and in the Reserve Grant Account and Support Account) that equals the perpetuity amount, and any amounts in excess thereof come from State Match.

Uses of Funds: These funds are used (i) as security[11] and as a source of payment for the outstanding Guarantee Revenue Bonds as permitted by 40 CFR 35.3120(d) & (e), (ii) to fund any transfers to the Authority's DWSRF as permitted by law including Section 302 of the Safe Drinking Water Act, (iii) to provide funds to meet costs of administering the CWSRF in perpetuity, and (iv) to fund that portion of any loans closed but not presently on deposit in the Purchase Account[12] in the event additional leveraged Guarantee Revenue Bonds could not be issued for any reason to meet such commitments. This use both directly and indirectly furthers the primary purpose of the CWSRF Program by making financing for qualified Proposed Projects available and through their construction improves water quality in the State of Indiana.

Available Balance: The aggregate amount held in this account (as of July 1, 2018 and as anticipated in SFY 2019) is shown in the Use Schedule.[13] In furtherance of these purposes, the funds in this account are invested with certain short-term investments, State and Local Government Series (SLGS) securities, and treasury obligations.

Wastewater Equity Earnings Account.

Sources of Funds: Funds held in this account come from (a) transfers from the Reserve Earnings Account and the Participant Loan Interest Account undertaken approximately annually or at the time of an issuance of additional Program Bonds and (b) earnings on amounts invested in the Equity accounts.

Uses of Funds: These funds are used (i) as security and as a source of payment for the outstanding Guarantee Revenue Bonds and outstanding State Match Revenue Bonds as permitted by 40 CFR 35. 3120(d) & (f) and 40 CFR 35.3135(b)(2), respectively, like the Equity Grant Account and (ii) to fund that portion of any loans closed but not on deposit in the Purchase Account in the event additional leveraged Guarantee Revenue Bonds could not be issued for any reason to meet

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[11] Pursuant to the financing indentures, the Authority may use these funds if the Reserve Grant Account were insufficient to pay outstanding Program Bonds. Further, the Authority expects that the foregoing minimum requirement of Reserve accounts will increase as additional Program Bonds are issued in SFY 2019 and will result in a transfer of any uncommitted amounts in the Equity Grant Account to the Reserve Grant Account inclusive of any Capitalization Grants drawn into the SRF after July 1, 2018.

[12] In addition to meeting any Excess Commitments as of July 1, 2018, additional Excess Commitments will occur before additional Guarantee Revenue Bonds are issued. This will result from closing new loans for qualified Proposed Projects with (a) approved preliminary engineering reports (PERs) as of July 1, 2018, (b) PERs submitted and under review by the CWSRF as of July 1, 2018 and (c) additional PERs to be submitted (including as set in the new PPL in SFY 2019), each as detailed in the Use Schedule.

[13] And before any further transfers to the DWSRF as discussed elsewhere in this Exhibit.

such commitments. This use both directly and indirectly furthers the primary purpose of the SRF by making financing for qualified Proposed Projects available and through their construction improves water quality in the State of Indiana.

Available Balance: The aggregate amount held in this account as of July 1, 2018 is shown in the Use Schedule.[14]

Additional Information Concerning Expected Uses of SRF Funds

Use of Available Balances to Meet Closed Loan Commitments. Under its existing practices, the Authority closes CWSRF Program loans with Participants without the necessity of having available balances in its Purchase Account to fully fund those loan commitments on the date a CWSRF Program loan is closed. As of July 1, 2018, there were Excess Commitments. By closing new loans for qualified Proposed Projects with (a) approved PERs as of July 1, 2018, (b) PERs submitted and under review by the CWSRF as of July 1, 2018 and (c) additional PERs to be submitted (including as set in the new PPL in SFY 2019), the aggregate amount of Excess Commitments would become as shown in the Use Schedule.

The Authority expects to cause additional Program Bonds to be issued at times and in amounts sufficient to meet the funding requirements for loans presently closed and those anticipated to be closed in SFY 2019. Additionally, certain amounts held in the Equity Grant Account and Equity Earnings Account are available and would be used to meet a portion of the projected funding requirements for loans presently closed (and those anticipated to be closed in SFY 2019) in the event additional Guarantee Revenue Bonds could not to be issued.

Use of Available Balances as a Reserve and Source of Payment for Guarantee Revenue Bonds. Amounts held in the Support Account, Reserve Deficiency Account, Equity Grant Account, Reserve Grant Account Reserve Earnings Account and Equity Earnings Account secure, and are a source of payment, for Guarantee Revenue Bonds as permitted by 40 CFR 35.3120(d) & (f). In addition to this use, a portion of these funds are also held to meet (a) Excess Commitments in SFY 2019 in the event additional Guarantee Revenue Bonds could not to be issued, (b) costs of administering the CWSRF Program in perpetuity, and (c) any transfers to the DWSRF as permitted by law.

Use of Available Balances as a Source of Payment for State Match Revenue Bonds. All SRF earnings including amounts held in the Reserve Earnings Account and Equity Earnings Account secure, and are a source of payment, for State Match Revenue Bonds as permitted by 40 CFR 35.3135(b)(2). In addition to this use, a portion of these funds are held to meet (a) Excess Commitments in SFY 2019 in the event additional Guarantee Revenue Bonds could not to be issued, (b) costs of administering the CWSRF Program in perpetuity, and (c) any transfers to the DWSRF as permitted by law.

Use of Available Balances as a Source of Payment for Administrative Expenses. All SRF amounts[15] are held to meet costs of administering the CWSRF Program in perpetuity if and as permitted by law.

Use of Available Balances to Possibly Transfer Funds to the Drinking Water SRF. As of July 1, 2018, about $23.6 million has been transferred to DWSRF. As of July 1, 2018, the cumulative transfer amount available for additional transfers from CWSRF to the DWSRF could result in up to approximately $94.6 million of allowable transfers which includes 33 percent of the FFY 2018 grant. The full amount of any such potential transfers is banked.

---

[14] And before any further transfers to the DWSRF as discussed elsewhere in this Exhibit.

[15] Additionally the Authority continues to bank for this purpose the remaining amount up to the full 4 percent limit as measured against total grants (including the not-yet-available FFY 2018 grant expected to be awarded in SFY 2019).

Further, transfers can be made from DWSRF to the CWSRF up to the cumulative amount made from CWSRF to the DWSRF to date, together with an amount equal to 33 percent of aggregate Drinking Water Capitalization Grants awarded. The full amount of any such potential transfers is banked.

Since the inception of the DWSRF, the Authority (or its predecessor) has banked transfers up to maximum permitted limit and continues to do so; funds held in the Equity Grant Account might be used for this purpose. Such transfer may be effectuated by a transfer of an invested balance from (a) one or more of the Authority's Investment Agreements or (b) other investments. These invested funds would then be used to support the issuance of Guarantee Revenue Bonds, the proceeds of which would be used to make Program loans. Any such determination would be based on whether the CWSRF or DWSRF program is more in need of funds (when considering their respective priorities) than the other. While a transfer from DWSRF to the CWSRF is not expected, it is also banked to reserve the Authority's discretion.

Exhibit I-Schedule 1

	Account Balances* as of: 30-Jun-2018 (Actual)	Future Deposits in SFY
A. Funds Committed to Projects by CWSRF		
Purchase Account	$ -	$ -
	$ -	$ -
B. Other Funds Held in CWSRF		
Reserve Grant Account	$ 132,600,000	$ -
Reserve Earnings Account	1,300,000	-
Reserve Support Account	1,900,000	-
Reserve Deficiency Account	-	-
Equity Grant Account	118,000,000	38,700,000
Equity Earnings Account	252,500,000	
Equity Administrative Account	200,000	
	$ 506,500,000	$ 38,700,000
Total Available Funds (A. and B. above)	$ 506,500,000	$ 38,700,000

Proof of Timely & Expedious Use of Above Funds Held in CWSRF*	
Closed Loan (Undrawn loan amounts covered by on-hand Purchase A/C Funds)	$ -
Closed Loan Excess Commitments (after Application of above Purchase A/C **)	352,800,000
Closed Loan to be funded directly from Equity (undrawn portion of loan)	-
PERs In-house (approved & under-review) Awaiting Loan Closing	1,135,500,000
Other Projects on new SFY's PPL, Requesting Loan Funding	214,100,000
*1. Use: to cover Loan Demand****	1,702,400,000
Funds held in existing Administrative Account	200,000
Remainder of 4% banked funds available for Administrative purposes	4,600,000
2. Use: to cover Administrative Costs in Perpetuity	4,800,000
3. Use: to cover Series Reserve Requirement	139,400,000
Possible Uses of Funds (1, 2 & 3 above without considering other secondary purposes for holding them in the CWSRF) # are as follows:	$ 1,846,600,000
Uses of Funds (1, 2 & 3 above):	$ 1,846,600,000
Less: Total Available Funds (A. and B. above)	545,200,000
Amount by which "*Possible Uses of Funds*" EXCEED "*Total Available Funds*"	$ 1,301,400,000

Notes:

* Amounts are approximate & rounded to nearest $100,000

** This amount is a net unfunded amount of closed loans after application of the June 30th on-hand balance.

*** While use will likely be met with future Program Bonds, possible that on-hand funds could be used. When covered by issuance of Program Bonds used to make subsidized loan, a reserve of 40% to 50% is funded from Equity and additional Program Bonds are used to make pooled loan at a market rate. Such Program Bonds would not be sufficient to meet all needs.

Exhibit J

SFY 2018 CWSRF Loan Program Quarterly Interest Rates[1]

State Fiscal Year (SFY) By Quarter (Qtr)	User Rates (Over $50)	User Rates ($30 to $50)	User Rates (Under $30)
Tier III (MHI[2]: under $39,404)			
1st Qtr SFY 2018	2.00%	2.00%	2.00%
2nd Qtr SFY 2018	2.00%	2.00%	2.00%
3rd Qtr SFY 2018	2.00%	2.00%	2.00%
4th Qtr SFY 2018	2.00%	2.00%	2.12%
Tier II (MHI: $39,405 to 49,254)			
1st Qtr SFY 2018	2.00%	2.00%	2.06%
2nd Qtr SFY 2018	2.00%	2.00%	2.06%
3rd Qtr SFY 2018	2.00%	2.00%	2.06%
4th Qtr SFY 2018	2.00%	2.00%	2.37%
Tier I (MHI: over $49,255)			
1st Qtr SFY 2018	2.00%	2.00%	2.31%
2nd Qtr SFY 2018	2.00%	2.00%	2.31%
3rd Qtr SFY 2018	2.00%	2.00%	2.31%
4th Qtr SFY 2018	2.00%	2.12%	2.62%

[1] Up to an additional .50 percent reduction is possible if a non-point-source project is financed along with a point source project or a project that includes green/sustainable, including climate resiliency, components.

[2] Median Household Income reflected in the 2011-2015 ACS 5-year Estimate data.

Exhibit K

Summary of Clean Water Program Fee Sources and Uses, SFY 2018

Total Fees Collected
$ 22,000,000

Participant/ Project	Description	Allocated Amount	Expenses as of 6/30/2018	Participant/ Project Balance
JNRU	The SRF Loan Program provided a subsidy to the Jennings North Regional Utility (JNRU) for the purpose of restructuring its existing debt through its WW Fee Account in order for it to become a more sustainable entity.	7,183,743	(7,183,743)	-
Bluffton	The McKinney & Paxson area of Wells County, near Bluffton Indiana is an economically depressed area that suffers from failing septic systems. The Indiana Department of Environmental Management has been working with interested parties in Wells County to develop a solution to the pollution issue since an Agreed Order was issued September, 2005. The City of Bluffton agreed to a regional solution and extend sewers to the McKinney & Paxson area under an SRF loan. The City also incurred a second loan from the fee account, in the amount of $435,000, to finance the grinder pumps, service lines and appurtenances that are not owned and operated by the utility.	435,000	(395,589)	39,411
Allen County	Allen County Sewer District has a long term plan of eliminating failing septic systems throughout the county. These funds shall be to fund the purposes and uses of the Rate Stabilization Account of the sewage works projects in Allen County.	2,000,000	(2,000,000)	-
Professional Services		10,953	(10,953)	-
Not Yet Identified		489,047	(100,136)	388,911
TOTAL		10,118,743	(9,690,421)	
Loan Repayments				581,649
Interest Earned				174,342
		Unallocated Funds $ 12,637,248		Account Balance $ 13,065,570

Exhibit L

TRANSFERS

Consistent with its Intended Use Plans and EPA Policy Statement (FRL-6884-7, 65 FR 199, 10/13/00, pg. 60940), the State is reporting on transfers between the CWSRF and the DWSRF. In its Intended Use Plans, the State retained the flexibility to make transfers of grants (and other funds) held in or allocable to such funds to the extent permitted by the Clean Water Act and the Safe Drinking Water Act. As of June 30, 2018, an amount of up to 33 percent of the Safe Drinking Water Act grants for FFYs 1997 through 2018 could be so transferred on a net cumulative basis. Based on the State's award of Safe Drinking Water Act related funds for FFY 1997 through 2018, to date, approximately $23.6 million has been transferred to the DWSRF from the CWSRF. The following transfers were made from the 1998 Restricted Subaccount of the Wastewater Equity Account held under the Wastewater Indenture, which represents federal grants previously converted to cash and deposited in that account, to the Drinking Water Trustee for deposit in the 1998 Restricted Subaccount of the Drinking Water Equity Account held under the Drinking Water Indenture:

Transfer Dates	Transfer Amounts
August 25, 2000	$17,479,407
February 15, 2001	2,985,491
May 1, 2002	3,120,183
Total	$23,585,081

Such transfers did not negatively affect the capacity of the CWSRF to finance proposed projects during SFY 2018.

Exhibit M

STATE REVOLVING FUND LOAN PROGRAMS
(ENTERPRISE FUND OF THE INDIANA FINANCE AUTHORITY)

COMBINED FINANCIAL STATEMENTS

June 30, 2018 and 2017

STATE REVOLVING FUND LOAN PROGRAMS
(ENTERPRISE FUND OF THE INDIANA FINANCE AUTHORITY)
Indianapolis, Indiana

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Exhibit M

KATZ SAPPER & MILLER

Our People: Your Success

Independent Auditors' Report

Members of the Indiana Finance Authority
State Revolving Fund Loan Programs

Report on the Financial Statements

We have audited the accompanying combined financial statements of State Revolving Fund Loan Programs, an enterprise fund of the Indiana Finance Authority, which comprise the combined statements of net position as of June 30, 2018 and 2017, and the related combined statements of revenues, expenses and changes in net position and cash flows for the years then ended, and the notes to the combined financial statements.

Management's Responsibility for the Combined Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *Uniform Compliance Guidelines for Audit of State and Local Governments by Authorized Independent Public Accountants*, issued by the Indiana State Board of Accounts. Those standards and guidelines require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

Katz, Sapper & Miller, LLP
Certified Public Accountants

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Indianapolis, IN 46240

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An Affiliate of
KSM Business Services, Inc.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of State Revolving Fund Loan Programs at June 30, 2018 and 2017, and the changes in their net position and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 8 be presented to supplement the basic combined financial statements. Such information, although not a part of the basic combined financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic combined financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic combined financial statements, and other knowledge we obtained during our audit of the basic combined financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Report on Other Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the basic combined financial statements as a whole. The supplementary combining schedules of statements of net position information, statements of revenues, expenses and changes in net position information, and statements of cash flows information are presented for purposes of additional analysis and are not a required part of the basic combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic combined financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 25, 2018, on our consideration of State Revolving Fund Loan Programs' internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the State Revolving Fund Loan Programs' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering State Revolving Fund Loan Programs' internal control over financial reporting and compliance.

Katz, Sapper & Miller, LLP

Indianapolis, Indiana
September 25, 2018

MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)

STATE REVOLVING FUND LOAN PROGRAMS
(ENTERPRISE FUND OF THE INDIANA FINANCE AUTHORITY)
MANAGEMENT'S DISCUSSION AND ANALYSIS ("MD&A") (UNAUDITED)
June 30, 2018

As management of the State Revolving Fund Loan Programs (SRF Programs), we offer readers of the SRF Programs' combined financial statements this narrative overview (Management's Discussion and Analysis (MD&A)) of the financial activities of the SRF Programs for the fiscal year ended June 30, 2018. All amounts, unless otherwise indicated, are expressed in thousands of dollars and are approximate.

Financial Highlights: The SRF Programs' total net position increased by $48.2 million during the current fiscal year from $1,309.2 million to $1,357.4 million. Non-operating revenues consisted of $43.6 million of capital contributions (grants) from the U.S. Environmental Protection Agency (EPA) during fiscal year 2018. SRF Program's net position is restricted for water pollution and drinking water projects and related SRF Program purposes.

During the current fiscal year, the SRF Programs' liabilities decreased by $89 million. The primary decrease in liabilities is a result of scheduled principal payments and refunding bonds, net of issuing $145 million in new bonds. The SRF Programs issued 2017B for $21 million which was new funding for the programs. The SRF Programs issued 2017C for $124 million which was used to partially refund the Series 2010B, 2011A and 2012B bonds.

The SRF Programs disbursed $322 million to participants during the current year to fund wastewater and drinking water infrastructure project expenses. Loans receivable can be found in Note 4 to the combined financial statements starting on page 20 of this report.

BASIC COMBINED FINANCIAL STATEMENTS

This MD&A is intended to serve as an introduction to the SRF Programs' basic combined financial statements (Report). The accompanying report only provides information on the financial activities associated with the SRF Programs which are an enterprise fund of the Indiana Finance Authority, where financial transactions are reported as business-type activities. The basic combined financial statements do not represent a comprehensive annual financial report of the Indiana Finance Authority.

Enterprise funds are used to report any activities for which income fees are charged to external users for goods and services. In addition, enterprise funds must be used in situations where debt is backed solely by fees and charges. An enterprise fund is accounted for in a manner similar to a commercial enterprise on the accrual basis of accounting.

The SRF Programs' basic combined financial statements include statements of net position, statements of revenues, expenses and changes in net position, statements of cash flows, and the notes to the combined financial statements. These combined financial statements can be found on pages 9-11 of this report and are summarized below:

- The *combined statements of net position* present information on all of the SRF Programs' assets, deferred outflows of resources, and liabilities, with the difference reported as net position.

- The *combined statements of revenues, expenses and changes in net position* present information showing how the SRF Programs' net position changed during each year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

- In contrast, the *combined statements of cash flows* are concerned solely with flows of cash and cash equivalents. Transactions are recorded when cash is received or exchanged, without concern of when the underlying event causing the transactions occurred.

The notes to the combined financial statements provide additional information that is essential to a full understanding of the data provided in the combined financial statements. The notes to the combined financial statements can be found on pages 12-37 of this report.

In addition to the basic combined financial statements and accompanying notes, this report also presents other supplementary information on pages 38-40. These combining schedules are not a required part of the basic combined financial statements, but they provide detailed financial statement information for each individual program. The combining schedules are included to provide other useful information for the readers of the basic combined financial statements.

FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of the government enterprise's financial position. In the case of the SRF Programs, net position is $1,357.4 million at the close of the most recent fiscal year.

State Revolving Fund Loan Programs' Net Position
(In Thousands of Dollars)

	June 30, 2018	2017	2016
Current assets	$ 619,442	$ 684,753	$ 546,060
Noncurrent assets	2,239,265	2,210,469	2,251,022
Total Assets	2,858,707	2,895,222	2,797,082
Deferred Outflows of Resources	21,272	25,294	28,816
Current liabilities	149,158	119,654	115,968
Long-term liabilities	1,373,388	1,491,677	1,403,444
Total Liabilities	1,522,546	1,611,331	1,519,412
Net Position Restricted	1,357,433	1,309,185	1,306,486
Total Net Position	$1,357,433	$1,309,185	$1,306,486

Total assets have increased over the years as the SRF Programs continue to mature, manage new and existing projects, and receive new grants. Typically as new and existing projects are undertaken and completed, additional bonds on behalf of the SRF Programs are issued in order to fund the projects.

In fiscal year 2018, participant needs were met with EPA grants, new bond issuances, and funds on hand.

State Revolving Fund Loan Programs' Changes in Net Position
(In Thousands of Dollars)

	Years Ended June 30, 2018	2017	2016
Operating Revenues			
Interest income-investments	$ 7,202	$ 2,664	$ 11,799
Interest income-participants	56,104	52,344	53,301
Other	1,590	425	1,172
Total operating revenues	64,896	55,433	66,272
Operating Expenses			
Interest	47,521	50,968	51,705
Bond issuance costs	1,255	1,624	1,128
Trustee fees	84	78	76
Other program and administrative	5,101	3,452	2,400
Total operating expenses	53,961	56,122	55,309
Operating Income (Loss)	10,935	(689)	10,963
Nonoperating Revenues and (Expenses)			
Capital contributions (EPA Grants)	43,585	12,065	33,563
Loan forgiveness	(6,272)	(8,677)	(16,584)
Total nonoperating revenues and (expenses)	37,313	3,388	16,979
Increase in Net Position	48,248	2,699	27,942
Net Position:			
Beginning of Year	1,309,185	1,306,486	1,278,544
End of Year	$1,357,433	$1,309,185	$1,306,486

The SRF Programs' net position increased by $48.2 million during the current fiscal year. Key elements of this increase are as follows:

- The SRF Programs received $43.6 million in capital contributions (grants) from the EPA for qualified drinking water projects and related program purposes.
- Operating revenues exceeded operating expenses by $10.9 million.
- The SRF Programs had $6.3 million in loan forgiveness.

DEBT ADMINISTRATION

Long-term Debt: At the end of the current fiscal year, the SRF Programs' debt, net of premium/discount was $1.49 billion. The amount due represents bonds issued solely for the State Revolving Fund Loan Programs.

State Revolving Fund Loan Programs' Outstanding Debt
(In Thousands of Dollars)

	2018	2017	2016
Net Bond Indebtedness	$ 1,494,373	$ 1,581,302	$ 1,491,728

During the current fiscal year, the SRF Programs' debt decreased by $87 million. The primary decrease in debt is a result of scheduled principal payments and refunding bonds, net of issuing $145 million in new bonds. The SRF Programs issued Series 2017B Bonds for $21 million which was new funding for the programs. The SRF Programs issued Series 2017C Refunding Bonds for $124 million which was used to partially refund the Series 2010B, 2011A, and 2012B Bonds.

Additional information on the SRF Programs' long-term debt can be found in Notes 7 and 8 to the combined financial statements on pages 23-36 of this report.

REQUESTS OF INFORMATION

This financial report is designed to provide a general overview of the SRF Programs' finances for all those with an interest in the SRF Programs' finances. Questions concerning any of the information should be addressed to the Director of Environmental Programs, c/o State Revolving Fund Wastewater and Drinking Water Loan Programs, 100 N. Senate Avenue, Room 1275, IGCN – 12th Floor, Indianapolis, IN 46204.

COMBINED FINANCIAL STATEMENTS

STATE REVOLVING FUND LOAN PROGRAMS
(ENTERPRISE FUND OF THE INDIANA FINANCE AUTHORITY)
COMBINED STATEMENTS OF NET POSITION
June 30, 2018 and 2017

	2018	2017
ASSETS		
Current Assets:		
Cash and equivalents	$ 466,337,517	$ 534,008,770
Interest receivable	25,632,441	23,332,185
Due from EPA	208,277	396,362
Accounts receivable	1,000	-
Loans receivable, net	127,262,636	127,016,207
Total Current Assets	619,441,871	684,753,524
Noncurrent Assets:		
Investments	226,160,746	362,251,194
Loans receivable, net	2,012,996,989	1,848,110,234
Equipment, net	107,175	107,636
Total Noncurrent Assets	2,239,264,910	2,210,469,064
Total Assets	2,858,706,781	2,895,222,588
DEFERRED OUTFLOWS OF RESOURCES		
Loss on debt refunding	21,272,612	25,293,715
Total Deferred Outflows of Resources	21,272,612	25,293,715
LIABILITIES		
Current Liabilities:		
Interest payable	26,877,811	28,452,361
Accounts payable	679,015	691,580
Amount due to federal government	616,050	-
Bonds payable-current, net	120,985,000	90,510,000
Total Current Liabilities	149,157,876	119,653,941
Long-term Liabilities:		
Amount due to federal government	-	884,818
Bonds payable, net	1,373,388,225	1,490,792,180
Total Long-term Liabilities	1,373,388,225	1,491,676,998
Total Liabilities	1,522,546,101	1,611,330,939
NET POSITION		
Restricted for water pollution and drinking water projects and other related program purposes	$ 1,357,433,292	$ 1,309,185,364

See accompanying notes.

STATE REVOLVING FUND LOAN PROGRAMS
(ENTERPRISE FUND OF THE INDIANA FINANCE AUTHORITY)
COMBINED STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
Years Ended June 30, 2018 and 2017

	2018	2017
OPERATING REVENUE		
Interest income-investments	$ 7,201,906	$ 2,663,985
Interest income-loan participants	56,103,869	52,344,155
Administration and premium fees	43,158	28,223
Other	1,546,634	396,362
Total Operating Revenue	64,895,567	55,432,725
OPERATING EXPENSES		
Interest	47,520,830	50,967,513
Bond issuance costs	1,254,971	1,624,305
Trustee fees	83,530	77,630
Other program and administrative	5,101,307	3,452,231
Total Operating Expenses	53,960,638	56,121,679
OPERATING INCOME (LOSS)	10,934,929	(688,954)
NONOPERATING REVENUES AND (EXPENSES)		
Capital contributions (EPA Grants)	43,585,280	12,065,622
Loan forgiveness	(6,272,281)	(8,677,401)
Total Nonoperating Revenues and (Expenses)	37,312,999	3,388,221
INCREASE IN NET POSITION	48,247,928	2,699,267
NET POSITION		
Beginning of Year	1,309,185,364	1,306,486,097
End of Year	$ 1,357,433,292	$ 1,309,185,364

See accompanying notes.

STATE REVOLVING FUND LOAN PROGRAMS
(ENTERPRISE FUND OF THE INDIANA FINANCE AUTHORITY)
COMBINED STATEMENTS OF CASH FLOWS
Years Ended June 30, 2018 and 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash payments for salaries, administrative and other expenses	$ (3,920,536)	$ (2,960,483)
Administration fee	43,158	28,223
Net Cash Used by Operating Activities	(3,877,378)	(2,932,260)
CASH FLOWS FROM INVESTING ACTIVITIES		
Maturities of loans to participants	156,794,002	168,978,467
Issuance of loans to participants	(321,927,186)	(216,954,379)
Change in investments	136,090,448	77,937,057
Interest received on loans and investments	61,005,519	54,384,642
Change in capital assets	461	3,967
Net Cash Provided by Investing Activities	31,963,244	84,349,754
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES		
Proceeds from debt issuance	179,326,022	307,420,920
Principal payments to reduce indebtedness including refunding	(262,233,874)	(214,324,772)
Payment of debt issuance costs, net of refunding	(1,254,971)	(1,624,305)
Interest paid on debt	(49,095,380)	(48,795,240)
Net Cash Provided (Used) by Non-Capital Financing Activities	(133,258,203)	42,676,603
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES		
Capital contributions (EPA grants)	43,773,365	12,817,959
Issuance of forgivable loans to participants	(6,272,281)	(8,677,401)
Net Cash Provided by Capital Financing Activities	37,501,084	4,140,558
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	(67,671,253)	128,234,655
CASH AND EQUIVALENTS		
Beginning of Year	534,008,770	405,774,115
End of Year	$ 466,337,517	$ 534,008,770
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH USED BY OPERATING ACTIVITIES		
Operating income (loss)	$ 10,934,929	$ (688,954)
Adjustments to reconcile operating income (loss) to net cash used by operating activities:		
Interest income	(63,305,775)	(55,008,140)
Interest expense	47,520,830	50,967,513
Bond issuance costs	1,254,971	1,624,305
Changes in assets and liabilities:		
Accounts receivable	(1,000)	-
Accounts payable	(12,565)	53,331
Amount due to federal government	(268,768)	119,685
Net Cash Used by Operating Activities	$ (3,877,378)	$ (2,932,260)

See accompanying notes.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the Wastewater State Revolving Fund Loan Program (WSRF) and the Drinking Water State Revolving Fund Loan Program (DWSRF), collectively known as State Revolving Fund Loan Programs (SRF Programs), conform to generally accepted accounting principles as applicable to governmental units in the United States of America. The following is a summary of significant policies:

Reporting Entity: The accompanying combined financial statements report only on the financial activities associated with the SRF Programs, which are an enterprise fund of the Indiana Finance Authority (Authority). The combined financial statements do not represent a comprehensive annual financial report of the Authority.

Principles of Combination: The combined financial statements of the SRF Programs include the accounts of the WSRF and the DWSRF. All significant intra-entity accounts and transactions between the individual programs have been eliminated.

Basis of Presentation and Accounting: The SRF Programs are accounted for as Enterprise Funds. An Enterprise Fund is used to account for an operation where periodic determination of revenues earned, expenses incurred, and net income on an accrual basis is appropriate (accrual method). Accordingly, the SRF Programs recognize revenues in the period earned and expenses in the period incurred. Financial transactions are reported as business-type activities.

The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The SRF Programs follow GASB pronouncements.

The Wastewater State Revolving Fund Loan Program and Drinking Water State Revolving Fund Loan Program: The federal Water Quality Act of 1987 as amended in 1996, and further amended by the Water Resources and Development Act (WRRDA) of 2014 authorized the United States Environmental Protection Agency (EPA) to award capitalization grants to states for public drinking water system programs and water pollution control revolving fund programs. Pursuant to Indiana Code 13-18-13 (WSRF Act), as replaced by Indiana Code 5-1.2-10 effective July 1, 2018, the State of Indiana (State) originally established a water pollution control revolving fund program to provide financial assistance, essentially, to make loans, to political subdivisions for eligible projects. A variety of political subdivisions and other eligible borrowers may receive loans from the WSRF Program, including municipal sewage works, sanitary districts, regional sewer districts and conservancy districts. Pursuant to Indiana Code 13-18-21 (DWSRF Act), as replaced by Indiana Code 5-1.2-10 effective July 1, 2018, the State also has established a public drinking water system program to provide financial assistance for eligible projects. The SRF Programs provide both loans and forgivable loans to public water systems for eligible projects.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

By operation of law, effective May 15, 2005, all assets and liabilities of the SRF Programs (including the outstanding bonds of the Indiana Bond Bank related to the SRF Programs) became the assets and liabilities of the Indiana Finance Authority instead of the State or the Indiana Bond Bank. For years ending on, or before, June 30, 2005, these assets and liabilities of the SRF Programs were previously reported as part of the respective financial statements of the State and/or the Indiana Bond Bank.

The Authority has capitalized its WSRF and DWSRF Programs with payments made under capitalization grants and with required state matching funds. Payments under, and the use of capitalization grants, are subject to federal law and regulated by the federal government, acting through the EPA.

Under the WSRF and DWSRF Acts, the Authority has responsibility for the administration and management of the WSRF and DWSRF Programs. The Authority has entered into Trust Indentures with The Bank of New York Mellon Trust Company, N.A., successor to J.P. Morgan Trust Company, N.A., to establish a series of separate funds and accounts for operation of the SRF Programs. The indentures create state revolving funds (the Funds) and govern the use of certain bond proceeds and capitalization grants under the WSRF Act and the DWSRF Act. The SRF Programs are being operated initially as leveraged programs, whereby the earnings on certain moneys deposited in the Funds, including payments on loans made from the Funds, are applied to pay debt service on bonds issued to finance the SRF Programs.

If necessary, the capitalization grants are deposited into the SRF Programs accounts and are available to pay scheduled debt service on the Revenue Bonds. SRF Programs participant loan repayments and interest earned on the SRF Programs investments is used to meet the debt service obligations for the Revenue Bonds. States are required to provide an additional 20 percent of the federal capitalization grant as matching funds in order to receive a grant. SRF Programs matching funds have been provided through the issuance of revenue bonds payable from the interest portion of the SRF Program participant loan repayments and the earnings on the funds. Federal contributions are funded and recognized as capital contributions when amounts are received. The Authority may use amounts of up to 4 percent of the federal capitalization grant to pay salaries and administrative costs incurred in the management of the SRF Programs.

The Indiana Bond Bank, on behalf of the SRF Programs, issued Series 2004B Bonds, which by operation of law effective May 15, 2005, such liability of the SRF Programs became the liability of the Authority instead of the Indiana Bond Bank. Additionally, the Authority issued Series 2006A, 2007B, 2009A, 2010A, 2010B, 2010C, 2011A, 2012A, 2012B, 2012C, 2013A, 2014B, 2015A, 2015B, 2016A, 2016B, 2016D, 2016E, 2017B, and 2017C Bonds in respect of the SRF Programs. Such liabilities are summarized in Note 7 and are secured by a common trust estate supported in part by participant loan repayments.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Estimates: Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from those estimates.

Restricted Net Position: Restricted net position is available for providing financial assistance related to water pollution control and drinking water projects and other purposes of the SRF Programs.

Cash and Equivalents: Cash and equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Investments: Investments are recorded at fair value, based on quoted market prices of the investment or similar investments. For investments at June 30, 2018 and 2017, fair value approximates cost. Changes in the fair value of investments are included in the combined statements of revenues, expenses and changes in net position.

Allowance for Doubtful Accounts: Management's estimate of the allowance for doubtful accounts is determined by the forgivable loans closed by the SRF Programs, and by a review of individual loan balances' collectability. The allowance for doubtful accounts was $18,862,222 and $17,828,341 at June 30, 2018 and 2017, respectively.

Bond Discounts, Premiums, and Bond Issuance Costs: Bond discounts and premiums are amortized using the interest method over the varying terms of the bonds issued. Bond issuance costs are recorded as expenses when incurred.

Operating Revenues and Expenses: Operating revenues and expenses generally result from providing services. Operating expenses include the cost of providing services and interest on debt. For enterprise funds, revenue and expense transactions normally classified as other than operating cash flows are classified as operating revenues and expenses if those transactions constitute principal ongoing operations. All revenues and expenses not meeting these definitions are reported as non-operating revenues and expenses, and include capital contributions.

Subsequent Events: The Authority has evaluated the combined financial statements for subsequent events occurring through September 25, 2018, the date the combined financial statements were available to be issued.

NOTE 2 - CASH AND EQUIVALENTS AND INVESTMENTS

All cash and equivalents and investments are held by, or in the name of, The Bank of New York Mellon Trust Company, N.A., as trustee under certain indentures of trusts (Trust Indentures) pertaining to the SRF Programs and the bonds issued in connection with the SRF Programs. Pursuant to enabling statutes, the investments permitted by the Trust Indentures represent investment policy choices that make the generally applicable provisions of Indiana Code 5-13 inapplicable to the SRF Programs' investments.

A summary of cash and equivalents and investments as of June 30, 2018 and 2017 follows:

	2018		
	Wastewater	Drinking Water	Total
Money market funds	$ 245,680,765	$ 83,109,782	$ 328,790,547
Government obligations	291,157,936	72,549,780	363,707,716
	$ 536,838,701	$ 155,659,562	$ 692,498,263

	2017		
	Wastewater	Drinking Water	Total
Bank deposits	$ 2,748,483	$ -	$ 2,748,483
Money market funds	319,579,150	86,013,219	405,592,369
Government obligations	389,325,877	98,593,235	487,919,112
	$ 711,653,510	$ 184,606,454	$ 896,259,964

NOTE 2 - CASH AND EQUIVALENTS AND INVESTMENTS (CONTINUED)

Investment Type and Interest Rate Risk Disclosure: As of June 30, 2018, the SRF Programs had the following investments and maturities (amounts are in thousands):

	Wastewater				
		Investment Maturities (in years)			
	Fair Value	< 1	1 – < 5	5 - < 10	> 10
Money market funds	$ 245,681	$ 245,681	$ -	$ -	$ -
Government obligations	291,158	111,379	165,355	14,424	-
	$ 536,839	$ 357,060	$ 165,355	$ 14,424	$ -

	Drinking Water				
		Investment Maturities (in years)			
	Fair Value	< 1	1 – < 5	5 - < 10	> 10
Money market funds	$ 83,109	$ 83,109	$ -	$ -	$ -
Government obligations	72,550	26,168	41,694	4,688	-
	$ 155,659	$ 109,277	$ 41,694	$ 4,688	$ -

Credit Risk Disclosure: The following table (in thousands of dollars) provides information on the credit ratings associated with the SRF Programs' investments in debt securities at June 30, 2018:

	S&P	Fitch	Moody's	Fair Value
Money market funds	AAAm	N/A	Aaa-mf	$ 328,790
Government obligations	AA+	AAA	Aaa	363,708
Total Rated Investments				$ 692,498

NOTE 2 - CASH AND EQUIVALENTS AND INVESTMENTS (CONTINUED)

Custodial Credit Risk: The SRF Programs have no custodial credit risk. The investments are secured by government securities held pursuant to securities or repurchase contracts or otherwise secured by perfected security interest in the same. Such government securities are either issued or guaranteed by the U.S. Government, including United States Treasury obligations and any other obligations, the timely payment of principal and interest of which, are guaranteed by the U.S. Government and bonds, notes, debentures, obligations or other evidence of indebtedness issued and/or guaranteed by Fannie Mae, Federal Home Loan Mortgage Corporation, Government National Mortgage Association or any other agency or instrumentality of the United States, including, but not limited to, mortgage participation certificates, mortgage pass-through certificates, collateralized mortgage obligations and other mortgage-backed securities.

Concentration of Credit Risk: The SRF Programs place no limit on the amount that may be invested in any one issuer. The following table shows investments in issuers that represent 5% or more of the total investments at June 30, 2018:

Federal Governmental Agency Debt	47%
Blackrock Federal FD INSTL 30	28%
Dreyfus Cash Management Cl A Fd289	18%
US Treasury	5%

NOTE 3 - FAIR VALUE MEASUREMENTS

The SRF Programs have categorized their assets and liabilities that are measured at fair value into a three-level fair value hierarchy. The hierarchy prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets (Level 1) and the lowest priority to unobservable inputs (Level 3). The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. The three levels of the fair value hierarchy are described as follows:

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the SRF Programs has the ability to access.

Level 2 – Inputs to the valuation methodology may include: quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in inactive markets; inputs other than quoted prices that are observable for the asset or liability; and/or inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

NOTE 3 - FAIR VALUE MEASUREMENTS (CONTINUED)

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement. In situations where there is little or no market activity for the asset or liability, the SRF Programs make estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

Following is a description of the valuation methodologies used by the SRF Programs for assets that are measured at fair value on a recurring basis. There have been no changes in the methodologies used at June 30, 2018 and 2017.

Money Market Fund Shares: Valued at the daily closing price as reported by the funds. These funds are required to publish their daily net asset value (NAV) and to transact at that price. These funds are deemed to be actively traded.

Bank Deposits: Determined by discounting the related cash flows on current yields of similar investments with comparable durations considering the credit-worthiness of the issuer.

Government Obligations: Valued using pricing models maximizing the use of observable inputs for similar securities.

For those assets measured at fair value, management determines the fair value measurement policies and procedures. Those policies and procedures are reassessed at least annually to determine if the current valuation techniques are still appropriate. At that time, the unobservable inputs used in the fair value measurements are evaluated and adjusted, as necessary, based on current market conditions and other third-party information.

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the SRF Programs' management believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain assets could result in a different fair value measurement at the reporting date.

NOTE 3 - FAIR VALUE MEASUREMENTS (CONTINUED)

Following is a summary, within each level of the fair value hierarchy, of the SRF Programs' assets that are measured at fair value on a recurring basis as of June 30, 2018 and 2017:

2018	Level 1	Level 2	Total
Assets			
Cash Equivalents:			
Money Market Fund Shares	$328,790,547		$328,790,547
Government Obligations		$137,546,970	137,546,970
Investments:			
Government Obligations		226,160,746	226,160,746
Total Assets at Fair Value	$328,790,547	$363,707,716	$692,498,263

2017	Level 1	Level 2	Total
Assets			
Cash Equivalents:			
Money Market Fund Shares	$405,592,369		$405,592,369
Bank Deposits		$ 2,748,483	2,748,483
Government Obligations		125,667,918	125,667,918
Investments:			
Government Obligations		362,251,194	362,251,194
Total Assets at Fair Value	$405,592,369	$490,667,595	$896,259,964

At June 30, 2018 and 2017, the SRF Programs had no other assets and no liabilities that are measured at fair value on a recurring basis.

NOTE 4 - LOANS RECEIVABLE

The net proceeds from the issuance of the Revenue Bonds were deposited in the SRF Programs Account and are used primarily to fund loans to participants for eligible projects. The State's current intended use plans include a list of publicly-owned wastewater treatment works, a list of drinking water systems, and other projects proposed by eligible participants, which the State anticipates will be eligible for financial assistance.

The loans receivable balance at June 30, 2018 and 2017 includes actual advances for construction and related costs on eligible projects net of principal payments from participants as follows:

	Loans Receivable as of June 30, 2018	Loans Receivable as of June 30, 2017	Actual Loan Available Less Principal Repayments as of June 30, 2018
Wastewater Fund	$1,792,721,660	$1,659,729,086	$2,035,462,216
Drinking Water Fund	347,537,965	315,397,355	361,567,142
Total All Loans	$2,140,259,625	$1,975,126,441	$2,397,029,358

These amounts represent projects that have been submitted and approved by the SRF Programs, and the loans have been closed. Loans receivable includes current portions of $127,262,636 at June 30, 2018 and $127,016,207 at June 30, 2017.

NOTE 4 - LOANS RECEIVABLE (CONTINUED)

As of June 30, 2018, the outstanding balances of closed loans exceeding 50 percent of the total loans receivable and representing the Programs' largest borrowers are summarized below:

Name of Participant	Loans Receivable as of June 30, 2018	Loans Receivable as of June 30, 2017	Actual Loan Available Less Principal Repayments as of June 30, 2018
Wastewater Fund			
City of Fort Wayne	$ 279,310,351	$ 281,189,354	$ 382,705,795
City of Indianapolis (escrow)	186,513,000	203,925,000	186,513,000
Citizens Water Authority	169,325,527	1,764,617	175,631,839
City of Evansville	144,447,478	134,412,174	162,678,498
City of Terre Haute	140,374,000	145,962,000	140,374,000
Drinking Water Fund			
City of East Chicago	$ 42,975,077	$ 29,725,000	$ 45,450,000
City of Fort Wayne	33,670,000	37,288,000	33,670,000
Town of Bargersville	15,920,000	16,555,000	15,920,000
City of Bloomington	12,173,000	14,126,000	12,173,000
City of Lake Station	10,014,298	10,494,298	10,038,000
City of Greensburg	9,739,867	11,747,000	9,739,867
City of Lawerence	8,505,000	372,714	8,505,000
City of Huntington	8,039,000	8,463,000	8,039,000
City of Peru	7,799,000	-	7,799,000
Eastern Bartholomew Water Corp	7,412,000	-	7,412,000
Brown County Water Utility, Inc.	7,308,617	6,460,422	7,779,000
Indiana American Water Co., Inc.	6,431,370	7,305,523	6,431,370
Town of Whitestown	6,178,000	6,594,000	6,178,000

NOTE 5 - INTEREST RECEIVABLE

Interest receivable consists of accrued interest on investments and loans to participants as follows:

Interest receivable at June 30, 2018:

	Investments	Loans	Total
Wastewater	$ 1,235,549	$ 20,770,102	$ 22,005,651
Drinking Water	379,095	3,247,695	3,626,790
	$ 1,614,644	$ 24,017,797	$ 25,632,441

Interest receivable at June 30, 2017:

	Investments	Loans	Total
Wastewater	$ 1,255,394	$ 18,648,070	$ 19,903,464
Drinking Water	335,648	3,093,073	3,428,721
	$ 1,591,042	$ 21,741,143	$ 23,332,185

NOTE 6 - ARBITRAGE REBATE AND YIELD REDUCTION PAYMENTS TO U.S. TREASURY

Several series of bonds issued by the Indiana Bond Bank, succeeded by the Authority, in connection with the SRF Programs were the subject of legal opinions as of the date of their issuance to the effect that interest on such bonds was excludable from gross income for purposes of federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended ("Code"). Under the Code, such exclusion is conditioned on continuing compliance with certain tax covenants including payment of certain earnings in excess of the bond yield to the U.S. Treasury as rebate or yield reduction payments. Any estimated liabilities, which were calculated as of January 31, 2017, are recorded in both the general short-term debt group for the current portion and the general long-term debt account group for the long-term portion. With respect to such bonds, as of June 30, 2018, the SRF Programs had the following liabilities:

	Yield Reduction	Due Date
2009A		
Wastewater Fund	$537,354	January 31, 2019
Drinking Water Fund	78,696	January 31, 2019
	$616,050	

NOTE 7 - BONDS PAYABLE

Bonds payable at June 30, 2018 and 2017 for bonds issued on behalf of the SRF Programs are summarized as follows:

	2018	2017
Wastewater Fund:		
Series 2017C Refunding Bonds issued November 1, 2017 for the aggregate amount of $124,495,000 to refund the callable portion of Series 2010B, 2011A, and 2012B Bonds, maturing from February 1, 2018 to February 1, 2031 at interest rates of 5.00%. Of this, $82,415,000 was allocated to the WSRF Program based upon the percentage of the original bond proceeds allocated to each program.	$ 81,765,000	$ -
Series 2017B Bonds issued November 1, 2017 for the aggregate amount of $21,045,028, maturing from February 1, 2020 to February 1, 2028 at interest rates of 5.00%. Of this, $16,835,000 was allocated to the WSRF Program based upon the percentage of the original bond proceeds allocated to each program.	16,835,000	-
Series 2016E Refunding Bonds issued October 12, 2016 for the aggregate amount of $85,930,000 to refund the callable portion of Series 2010B and 2012B Bonds, maturing from February 1, 2022 to February 1, 2030 at interest rates ranging from 3.00% to 5.00%. Of this, $78,400,000 was allocated to the WSRF Program based upon the percentage of the original bond proceeds allocated to each program.	78,400,000	78,400,000
Series 2016D Refunding Bonds issued October 12, 2016 for the aggregate amount of $164,445,000, maturing from February 1, 2020 to August 1, 2046 at interest rates ranging from 3.00 %to 5.00%. The whole amount was allocated to the WSRF Program.	164,445,000	164,445,000

NOTE 7 - BONDS PAYABLE (CONTIUNED)

	2018	2017
Series 2016B Refunding Bonds issued April 7, 2016 for the aggregate amount of $53,115,000 to refund the callable portion of Series 2006B and 2009A Bonds, maturing from February 1, 2020 to February 1, 2028 at an interest rate of 5.00%. Of this, $48,240,000 was allocated to the WSRF Program based upon the percentage of the original bond proceeds allocated to each program.	$ 48,240,000	$ 48,240,000
Series 2016A Bonds issued April 7, 2016 for the aggregate amount of $62,675,000, maturing from February 1, 2017 to February 1, 2036 at interest rates ranging from 4.00% to 5.00%. Of this, $56,715,000 was allocated to the WSRF Program based upon the percentage of the original bond proceeds allocated to each program.	54,780,000	55,860,000
Series 2015B Refunding Bonds issued March 19, 2015 for the aggregate amount of $139,715,000 to refund the callable portion of Series 2007A, 2007B, 2009A, and 2012B Bonds, maturing from February 1, 2016 to February 1, 2025 at interest rates ranging from 2.00% to 5.00%. Of this, $118,531,184 was allocated to the WSRF Program based upon the percentage of the original bond proceeds allocated to each program.	110,456,498	113,759,743
Series 2015A Bonds issued February 11, 2015 for the aggregate amount of $100,000,000, maturing from February 1, 2020 to February 1, 2035 at an interest rate of 5.00%. Of this, $90,740,692 was allocated to the WSRF Program based upon the percentage of the original bond proceeds allocated to each program.	90,740,692	90,740,692

NOTE 7 - BONDS PAYABLE (CONTINUED)

	2018	2017
Series 2014B Refunding Bonds issued April 24, 2014 for the aggregate amount of $68,350,000 to refund the callable portion of Series 2006B, 2007A, and 2007B Bonds, maturing from February 1, 2015 to February 1, 2022 at interest rates ranging from 2.00% to 5.00%. Of this, $53,790,822 was allocated to the WSRF Program based upon the percentage of the original bond proceeds allocated to each program.	$ 45,234,733	$ 53,472,517
Series 2013A Refunding Bonds issued February 26, 2013 for the aggregate amount of $45,090,000 to refund the callable portion of Series 2004B, 2004C, 2005A, 2006A, and 2006B Bonds, maturing from February 1, 2019 to February 1, 2024 at interest rates ranging from 3.00% to 5.00%. Of this, $32,210,000 was allocated to the WSRF Program based upon the percentage of the original bond proceeds allocated to each program.	32,210,000	32,210,000
Series 2012C Bonds issued December 13, 2012 for the aggregate amount of $109,595,000, maturing from February 1, 2020 to February 1, 2032 at interest rates ranging from 3.00% to 5.00%. Of this, $99,415,000 was allocated to the WSRF Program based upon the percentage of original bond proceeds allocated to each program.	99,415,000	99,415,000
Series 2012B Bonds issued August 30, 2012 for the aggregate amount of $139,255,000, maturing from February 1, 2013 to February 1, 2031 at interest rates ranging from 1.50% to 5.00%. Of this, $122,110,000 was allocated to the WSRF Program based upon the percentage of original bond proceeds allocated to each program. In March 2015, $23,595,000 was refunded. In October 2016, $43,910,000 was refunded. In November 2017, $43,035,000 was refunded.	6,655,000	49,690,000

NOTE 7 - BONDS PAYABLE (CONTINUED)

	2018	2017
Series 2012A Refunding Bonds issued February 8, 2012 for the aggregate amount of $137,945,000 to refund the callable portion of Series 2001A, 2004B, and 2004C Bonds, maturing from February 1, 2013 to February 1, 2026 at interest rates ranging from 2.00% to 5.00%. Of this, $126,070,000 was allocated to the WSRF Program based upon the percentage of the original bond proceeds allocated to each program.	$ 107,310,000	$ 108,205,000
Series 2011A Bonds issued October 26, 2011 for the aggregate amount of $191,385,000, maturing from February 1, 2012 to February 1, 2030 at interest rates ranging from 1.00% to 5.00%. Of this, $140,515,000 was allocated to the WSRF Program based upon the percentage of original bond proceeds allocated to each program. In November 2017, $42,495,000 was refunded.	-	42,495,000
Series 2010C Refunding Bonds issued October 20, 2010 for the aggregate amount of $64,925,000 to refund the callable portion of Series 2001A, 2002B, and 2004B Bonds, maturing from February 1, 2020 to February 1, 2023 at an interest rate of 5.00%. Of this, $57,370,000 was allocated to the WSRF Program based upon the percentage of the original bond proceeds allocated to each program.	57,370,000	57,370,000
Series 2010B Bonds issued October 20, 2010 for the aggregate amount of $100,000,000, maturing from February 1, 2011 to February 1, 2030 at interest rates ranging from 1.50% to 5.00%. Of this, $80,000,000 was allocated to the WSRF Program based upon the percentage of original bond proceeds allocated to each program. In October 2016, $42,325,000 was refunded. In November 2017, $5,175,000 was refunded.	9,675,000	15,465,000

NOTE 7 - BONDS PAYABLE (CONTINUED)

	2018	2017
Series 2010A Refunding Bonds issued February 2, 2010 for the aggregate amount of $288,970,000 to refund the callable portion of Series 2000B, 2001A, 2002B, 2004B, and 2004C Bonds, maturing from February 1, 2011 to February 1, 2024 at interest rates ranging from 2.00% to 5.00%. Of this, $246,735,000 was allocated to the WSRF Program based upon the percentage of original bond proceeds allocated to each program.	$ 99,050,000	$ 142,190,000
Series 2009A Bonds issued November 24, 2009 for the aggregate amount of $138,990,000, maturing from February 1, 2011 to February 1, 2028 at interest rates ranging from 2.00% to 5.00%. Of this, $121,235,000 was allocated to the WSRF Program based upon the percentage of original bond proceeds allocated to each program. In March 2015, $57,410,000 was refunded. In April 2016, $40,330,000 was refunded.	6,150,000	11,220,000
Series 2007B Bonds issued December 13, 2007 for the aggregate amount of $94,530,000, maturing from February 1, 2010 to February 1, 2028 at interest rates ranging from 4.00% to 5.50%. Of this, $66,305,000 was allocated to the WSRF Program based upon the percentage of original bond proceeds allocated to each program. In April 2014, $3,640,000 was refunded and $29,855,000 was cash defeased. In March 2015, $18,320,000 was refunded.	-	1,965,000
Series 2006A Bonds issued April 25, 2006 for the aggregate amount of $221,355,000, maturing from February 1, 2007 to February 1, 2027 at interest rates ranging from 3.60% to 5.25%. Of this, $203,760,000 was allocated to the WSRF Program based upon the percentage of original bond proceeds allocated to each program. In February 2013, $24,945,000 was refunded and $3,265,000 was cash defeased. In April 2014, $1,750,000 was refunded and $50,180,000 was cash defeased.	21,335,000	30,055,000

NOTE 7 - BONDS PAYABLE (CONTINUED)	2018	2017
Series 2004B Bonds issued April 7, 2004 for the aggregate amounts of $200,000,000, maturing from February 1, 2005 to February 1, 2025 at interest rates ranging from 2.00% to 5.00%. Of this amount, $167,480,000 was the final allocation to the WSRF Program based upon the percentage of original bond proceeds allocated to each program. In February 2010, $13,549,109 was refunded. In October 2010, $6,528,667 was refunded. In February 2012, $38,610,798 was refunded and in February 2013, $4,260,000 was cash defeased. In April 2014, $13,312,319 was cash defeased.	$ 6,875,320	$ 13,424,041
Subtotal-Wastewater	$ 1,136,942,243	$ 1,208,621,993
Drinking Water Fund:		
Series 2017C Refunding Bonds issued November 1, 2017 for the aggregate amount of $124,495,000 to refund the callable portion of Series 2010B, 2011A, and 2012B Bonds, maturing from February 1, 2018 to February 1, 2031 at interest rates of 5.00%. Of this, $42,080,000 was allocated to the DWSRF Program based upon the percentage of the original bond proceeds allocated to each program.	$ 41,700,000	$ -
Series 2017B Bonds issued November 1, 2017 for the aggregate amount of $21,045,000, maturing from February 1, 2020 to February 1, 2028 at interest at interest rates of 5.00%. Of this, $4,210,000 was allocated to the DWSRF Program based upon the percentage of the original bond proceeds allocated to each program.	4,210,000	-
Series 2016E Refunding Bonds issued October 12, 2016 for the aggregate amount of $85,930,000 to refund the callable portion of the Series 2010B Bonds, maturing from February 1, 2022 to February 1, 2030 at interest rates ranging from 3.00% to 5.00%. Of this, $7,530,000 was allocated to the DWSRF Program based upon the percentage of the original bond proceeds allocated to each program.	7,530,000	7,530,000

NOTE 7 - BONDS PAYABLE (CONTINUED)

	2018	2017
Series 2016B Refunding Bonds issued April 7, 2016 for the aggregate amount of $53,115,000 to refund the callable portion of Series 2006B and 2009A Bonds, maturing from February 1, 2020 to February 1, 2028 at an interest rate of 5.00%. Of this, $4,875,000 was allocated to the DWSRF Program based upon the percentage of the original bond proceeds allocated to each program.	$ 4,875,000	$ 4,875,000
Series 2016A Bonds issued April 7, 2016 for the aggregate amount of $62,675,000, maturing from February 1, 2017 to February 1, 2036 at interest rates ranging from 4.00% to 5.00%. Of this, $5,960,000 was allocated to the DWSRF Program based upon the percentage of the original bond proceeds allocated to each program.	5,185,000	5,620,000
Series 2015B Refunding Bonds issued March 19, 2015 for the aggregate amount of $139,715,000 to refund the callable portion of Series 2007A, 2007B, 2009A, and 2012B Bonds, maturing from February 1, 2016 to February 1, 2025 at interest rates ranging from 2.00% to 5.00%. Of this, $21,183,816 was allocated to the DWSRF Program based upon the percentage of the original bond proceeds allocated to each program.	20,323,502	20,675,257
Series 2015A Bonds issued February 11, 2015 for the aggregate amount of $100,000,000, maturing from February 1, 2020 to February 1, 2035 at an interest rate of 5.00%. Of this, $9,259,308 was allocated to the DWSRF Program based upon the percentage of the original bond proceeds allocated to each program.	9,259,308	9,259,308

NOTE 7 - BONDS PAYABLE (CONTINUED)

	2018	2017
Series 2014B Refunding Bonds issued April 24, 2014 for the aggregate amount of $68,350,000 to refund the callable portion of Series 2006B, 2007A, and 2007B Bonds, maturing from February 1, 2015 to February 1, 2022 at interest rates ranging from 2.00% to 5.00%. Of this, $14,559,178 was allocated to the DWSRF Program based upon the percentage of the original bond proceeds allocated to each program.	$ 11,760,267	$ 14,477,483
Series 2013A Refunding Bonds issued February 26, 2013 for the aggregate amount of $45,090,000 to refund the callable portion of Series 2005A, 2006A, and 2006B Bonds, maturing from February 1, 2019 to February 1, 2024 at interest rates ranging from 3.00% to 5.00%. Of this, $12,880,000 was allocated to the DWSRF Program based upon the percentage of the original bond proceeds allocated to each program.	12,880,000	12,880,000
Series 2012C Bonds issued December 13, 2012 for the aggregate amount of $109,595,000, maturing from February 1, 2021 to February 1, 2032 at interest rates ranging from 4.00% to 5.00%. Of this, $10,180,000 was allocated to the DWSRF Program based upon the percentage of original bond proceeds allocated to each program.	10,180,000	10,180,000
Series 2012B Bonds issued August 30, 2012 for the aggregate amount of $139,255,000, maturing from February 1, 2013 to February 1, 2031 at interest rates ranging from 1.50% to 5.00%. Of this, $17,145,000 was allocated to the DWSRF Program based upon the percentage of original bond proceeds allocated to each program. In March 2015, $6,085,000 was refunded. In November 2017, $5,695,000 was refunded.	4,595,000	10,290,000

NOTE 7 - BONDS PAYABLE (CONTINUED)	2018	2017
Series 2012A Refunding Bonds issued February 8, 2012 for the aggregate amount of $137,945,000 to refund the callable portion of Series 2001A, 2004B, and 2004C Bonds, maturing from February 1, 2013 to February 1, 2026 at interest rates ranging from 2.00% to 5.00%. Of this, $11,875,000 was allocated to the DWSRF Program based upon the percentage of the original bond proceeds allocated to each program.	$ 7,090,000	$ 7,210,000
Series 2011A Bonds issued October 26, 2011 for the aggregate amount of $191,385,000, maturing from February 1, 2012 to February 1, 2030 at interest rates ranging from 1.00% to 5.00%. Of this, $50,870,000 was allocated to the DWSRF Program based upon the percentage of original bond proceeds allocated to each program. In November 2017, $37,295,000 was refunded.	7,640,000	46,545,000
Series 2010C Refunding Bonds issued October 20, 2010 for the aggregate amount of $64,925,000 to refund the callable portion of Series 2001A, 2002B, and 2004B Bonds, maturing from February 1, 2020 to February 1, 2023 at an interest rate of 5.00%. Of this, $7,555,000 was allocated to the DWSRF Program based upon the percentage of the original bond proceeds allocated to each program.	7,555,000	7,555,000
Series 2010B Bonds issued October 20, 2010 for the aggregate amount of $100,000,000, maturing from February 1, 2011 to February 1, 2030 at interest rates ranging from 1.50% to 5.00%. Of this, $20,000,000 was allocated to the DWSRF Program based upon the percentage of original bond proceeds allocated to each program. In October 2016, $8,205,000 was refunded. In November 2017, $2,560,000 was refunded.	3,220,000	6,320,000

NOTE 7 - BONDS PAYABLE (CONTINUED)

	2018	2017
Series 2010A Refunding Bonds issued February 2, 2010 for the aggregate amount of $288,970,000 to refund the callable portion of Series 2000B, 2001A, 2002B, 2004B, and 2004C bonds, maturing from February 1, 2011 to February 1, 2024 at interest rates ranging from 2.00% to 5.00%. Of this, $42,235,000 was allocated to the DWSRF Program based upon the percentage of original bond proceeds allocated to each program.	$ 23,135,000	$ 23,135,000
Series 2009A Bonds issued November 24, 2009 for the aggregate amount of $138,990,000, maturing from February 1, 2011 to February 1, 2028 at interest rates ranging from 2.00% to 5.00%. Of this, $17,755,000 was allocated to the DWSRF Program based upon the percentage of original bond proceeds allocated to each program. In March 2015, $6,715,000 was refunded. In April 2016, $5,185,000 was refunded.	900,000	1,610,000
Series 2007B Bonds issued December 13, 2007 for the aggregate amount of $94,530,000, maturing from February 1, 2010 to February 1, 2028 at interest rates ranging from 4.00% to 5.50%. Of this, $28,225,000 was allocated to the DWSRF Program based upon the percentage of original bond proceeds allocated to each program. In April 2014, $1,695,000 was refunded and $7,295,000 was cash defeased. In March 2015, $7,960,000 was refunded.	-	1,580,000
Series 2006A Bonds issued April 25, 2006 for the aggregate amount of $221,355,000, maturing from February 1, 2007 to February 1, 2027 at interest rates ranging from 3.60% to 5.25%. Of this, $17,595,000 was allocated to the DWSRF Program based upon the percentage of original bond proceeds allocated to each program. In February 2013, $4,405,000 was refunded. In April 2014, $85,000 was cash defeased.	1,635,000	3,235,000

NOTE 7 - BONDS PAYABLE (CONTINUED)

	2018	2017
Series 2004B Bonds issued April 7, 2004 for the aggregate amount of $200,000,000, maturing from February 1, 2005 to February 1, 2025 at interest rates ranging from 2.00% to 5.00%. Of this amount, $32,520,000 was the final allocation to the DWSRF Program based upon the percentage of original bond proceeds allocated to each program. In February 2010, $2,310,891 was refunded. In October 2010, $1,201,333 was refunded. In February 2012, $7,669,202 was refunded. In April 2014, $3,622,681 was cash defeased.	$ 1,334,680	$ 2,605,959
Subtotal-Drinking Water	185,007,757	195,583,007
Total Principal	1,321,950,000	1,404,205,000
Net premium on bonds payable	172,423,225	177,097,180
Total Bonds Payable	1,494,373,225	1,581,302,180
Less: Current portion	120,985,000	90,510,000
Long-term Portion	$1,373,388,225	$ 1,490,792,180

In November 2017, the Authority issued $124,495,000 Series 2017C Refunding Bonds. The bonds were sold at a premium and refunded $136,255,000 par amount of prior debt. The refunding debt was used to refund callable portion of the Series 2010B, 2011A, and 2012B Bonds. The cash flow savings was $18,313,569 with a present value savings of $15,319,412.

In October 2016, the Authority issued $85,930,000 Series 2016E Refunding Bonds. The bonds were sold at a premium and refunded $94,440,000 par amount of prior debt. The refunding debt was used to refund the callable portion of the Series 2010B and 2012B Bonds. The cash flow savings was $12,548,907 with a net present value savings of $10,750,438.

The bonds referred to above are considered to have been defeased and have been removed from the combined financial statements and in total the defeased balances outstanding are $370,015,000 and $333,510,000 as of June 30, 2018 and 2017, respectively.

NOTE 7 - BONDS PAYABLE (CONTINUED)

The aggregate debt service requirements and premiums for all bonds allocable to the SRF Programs as of June 30, 2018, are as follows:

	Principal			Interest			Debt Service Total
	Wastewater Fund	Drinking Water Fund	Total	Wastewater Fund	Drinking Water Fund	Total	
2019	$ 101,203,377	$ 19,781,623	$ 120,985,000	$ 55,609,393	$ 8,897,351	$ 64,506,744	$ 185,491,744
2020	97,699,774	22,225,226	119,925,000	50,537,187	7,990,582	58,527,769	178,452,769
2021	104,456,710	23,368,290	127,825,000	45,724,949	6,923,695	52,648,644	180,473,644
2022	81,118,776	17,446,224	98,565,000	40,854,763	5,842,881	46,697,644	145,262,644
2023	85,679,754	19,395,246	105,075,000	36,891,524	5,036,770	41,928,294	147,003,294
2024-2028	317,356,933	51,553,067	368,910,000	128,849,350	14,358,994	143,208,344	512,118,344
2029-2033	239,265,353	29,649,647	268,915,000	56,156,735	3,816,421	59,973,156	328,888,156
2034-2038	66,796,566	1,588,434	68,385,000	15,565,657	120,093	15,685,750	84,070,750
2039-2043	23,180,000	-	23,180,000	6,772,300	-	6,772,300	29,952,300
2044-2046	20,185,000	-	20,185,000	1,646,800	-	1,646,800	21,831,800
	1,136,942,243	185,007,757	1,321,950,000	438,608,658	52,986,787	491,595,445	1,813,545,445
Premium	150,315,103	22,108,122	172,423,225	-	-	-	172,423,225
Total	$1,287,257,346	$207,115,879	$1,494,373,225	$438,608,658	$52,986,787	$491,595,445	$1,985,968,670

NOTE 7 - BONDS PAYABLE (CONTINUED)

The following is a summary of total debt service without premiums:

	Interest Rates Ranges	Maturity Range	Annual Principal Payment Range	Principal
Wastewater Fund	3.00% - 5.25%	2019-2046	$ 2,970,000 - $104,456,710	$1,136,942,243
Drinking Water Fund	2.00% – 5.25%	2019-2035	737,967 - 23,368,290	185,007,757
Combined Programs	2.00% - 5.25%	2019-2046	2,970,000 - 127,825,000	1,321,950,000
Less: Current Portion				(120,985,000)
Total Long-term Portion				$1,200,965,000

NOTE 8 - LONG-TERM LIABILITIES

Long-term liability activity for the years ended June 30, 2018 and 2017 was as follows:

June 30, 2018:	Balance Beginning of Year	Increases	Decreases	Balance End of Year	Amounts Due Within One Year	Amounts Due Thereafter
Amount due to federal government	$ 884,818	$ -	$ (268,768)	$ 616,050	$ 616,050	$ -
Bonds payable	1,404,205,000	145,540,000	(227,795,000)	1,321,950,000	120,985,000	1,200,965,000
Net premium on bonds payable	177,097,180	33,786,022	(38,459,977)	172,423,225	-	172,423,225
	$1,582,186,998	$179,326,022	$(266,523,745)	$1,494,989,275	$121,601,050	$1,373,388,225

June 30, 2017:	Balance Beginning of Year	Increases	Decreases	Balance End of Year	Amounts Due Within One Year	Amounts Due Thereafter
Amount due to federal government	$ 765,133	$ 119,685	$ -	$ 884,818	$ -	$ 884,818
Bonds payable	1,337,320,000	250,375,000	(183,490,000)	1,404,205,000	90,510,000	1,313,695,000
Net premium on bonds payable	154,408,344	57,045,920	(34,357,084)	177,097,180	-	177,097,180
	$1,492,493,477	$307,540,605	$(217,847,084)	$1,582,186,998	$90,510,000	$1,491,676,998

NOTE 9 - FUND TRANSFERS

Consistent with its Intended Use Plans and EPA's related Policy Statement, the Authority is required to report on transfers between the DWSRF and the WSRF in its combined financial statements. In its Intended Use Plans, the SRF Programs retained the flexibility to make transfers of grants (and other funds) held in or allocable to such funds to the extent permitted by the Clean Water Act and the Safe Drinking Water Act. As of June 30, 2018, an amount up to 33% of the Safe Drinking Water Act grants for Federal Fiscal Years (FFY) 1997 through 2018 could be so transferred on a net cumulative basis between the two SRF Programs funds.

Based on the State's award of Safe Drinking Water Act related funds for FFY 1997 through 2018, to date, the following transfers were made:

2001	$ 20,464,898
2002	3,120,183

NOTE 10 - PROGRAM REVENUE

For the years ended June 30, 2018 and 2017, program revenues consisted of the following:

	2018	2017
Interest and other income	$ 64,895,567	$55,432,725
Capital contributions (EPA Grants)	43,585,280	12,065,622
	$108,480,847	$67,498,347

OTHER SUPPLEMENTARY INFORMATION

STATE REVOLVING FUND LOAN PROGRAMS
(ENTERPRISE FUND OF THE INDIANA FINANCE AUTHORITY)
COMBINING SCHEDULES - STATEMENTS OF NET POSITION INFORMATION
June 30, 2018 and 2017

	Wastewater Program		Drinking Water Program		Combined	
	2018	2017	2018	2017	2018	2017
ASSETS						
Current Assets:						
Cash and equivalents	$ 357,059,767	$ 422,228,424	$ 109,277,750	$ 111,780,346	$ 466,337,517	$ 534,008,770
Interest receivable-investments	1,235,549	1,255,394	379,095	335,648	1,614,644	1,591,042
Interest receivable-loans	20,770,102	18,648,070	3,247,695	3,093,073	24,017,797	21,741,143
Due from EPA	-	-	208,277	396,362	208,277	396,362
Accounts receivable	-	-	1,000	-	1,000	-
Loans receivable, net	97,438,192	98,292,499	29,824,444	28,723,708	127,262,636	127,016,207
Total Current Assets	476,503,610	540,424,387	142,938,261	144,329,137	619,441,871	684,753,524
Noncurrent Assets:						
Investments	179,778,934	289,425,086	46,381,812	72,826,108	226,160,746	362,251,194
Loans receivable, net	1,695,283,468	1,561,436,587	317,713,521	286,673,647	2,012,996,989	1,848,110,234
Equipment, net	107,175	107,636	-	-	107,175	107,636
Total Noncurrent Assets	1,875,169,577	1,850,969,309	364,095,333	359,499,755	2,239,264,910	2,210,469,064
Total Assets	2,351,673,187	2,391,393,696	507,033,594	503,828,892	2,858,706,781	2,895,222,588
DEFERRED OUTFLOWS OF RESOURCES						
Loss on debt refunding	18,063,624	22,690,573	3,208,988	2,603,142	21,272,612	25,293,715
Total Deferred Outflows of Resources	18,063,624	22,690,573	3,208,988	2,603,142	21,272,612	25,293,715
LIABILITIES						
Current Liabilities:						
Interest payable	23,170,580	24,538,209	3,707,231	3,914,152	26,877,811	28,452,361
Accounts payable	284,965	312,552	394,050	379,028	679,015	691,580
Amount due to federal government	537,354	-	78,696	-	616,050	-
Bonds payable-current, net	101,203,377	79,574,751	19,781,623	10,935,249	120,985,000	90,510,000
Total Current Liabilities	125,196,276	104,425,512	23,961,600	15,228,429	149,157,876	119,653,941
Long-term Liabilities:						
Amount due to federal government	-	771,789	-	113,029	-	884,818
Bonds payable, net	1,186,053,969	1,287,603,154	187,334,256	203,189,026	1,373,388,225	1,490,792,180
Total Long-term Liabilities	1,186,053,969	1,288,374,943	187,334,256	203,302,055	1,373,388,225	1,491,676,998
Total Liabilities	1,311,250,245	1,392,800,455	211,295,856	218,530,484	1,522,546,101	1,611,330,939
NET POSITION						
Restricted for water pollution and drinking water projects and other related program purposes	$ 1,058,486,566	$ 1,021,283,814	$ 298,946,726	$ 287,901,550	$ 1,357,433,292	$ 1,309,185,364

STATE REVOLVING FUND LOAN PROGRAMS
(ENTERPRISE FUND OF THE INDIANA FINANCE AUTHORITY)
COMBINING SCHEDULES - STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION INFORMATION
Years Ended June 30, 2018 and 2017

	Wastewater Program		Drinking Water Program		Combined	
	2018	2017	2018	2017	2018	2017
OPERATING REVENUE						
Interest income-investments	$ 5,322,878	$ 2,093,416	$ 1,879,028	$ 570,569	$ 7,201,906	$ 2,663,985
Interest income-loan participants	47,514,900	43,327,727	8,588,969	9,016,428	56,103,869	52,344,155
Administration and premium fees	33,155	17,173	10,003	11,050	43,158	28,223
Other	-	-	1,546,634	396,362	1,546,634	396,362
Total Operating Revenue	52,870,933	45,438,316	12,024,634	9,994,409	64,895,567	55,432,725
OPERATING EXPENSES						
Interest	40,607,100	43,480,840	6,913,730	7,486,673	47,520,830	50,967,513
Bond issuance costs	844,291	1,574,300	410,680	50,005	1,254,971	1,624,305
Trustee fees	83,530	77,630	-	-	83,530	77,630
Other program and administrative	2,016,375	2,086,679	3,084,932	1,365,552	5,101,307	3,452,231
Total Operating Expenses	43,551,296	47,219,449	10,409,342	8,902,230	53,960,638	56,121,679
OPERATING INCOME (LOSS)	9,319,637	(1,781,133)	1,615,292	1,092,179	10,934,929	(688,954)
NONOPERATING REVENUES AND (EXPENSES)						
Capital contributions (EPA Grants)	31,952,000	-	11,633,280	12,065,622	43,585,280	12,065,622
Loan forgiveness	(4,068,885)	(6,890,299)	(2,203,396)	(1,787,102)	(6,272,281)	(8,677,401)
Total Nonoperating Revenues and (Expenses)	27,883,115	(6,890,299)	9,429,884	10,278,520	37,312,999	3,388,221
INCREASE (DECREASE) IN NET POSITION	37,202,752	(8,671,432)	11,045,176	11,370,699	48,247,928	2,699,267
NET POSITION						
Beginning of Year	1,021,283,814	1,029,955,246	287,901,550	276,530,851	1,309,185,364	1,306,486,097
End of Year	$ 1,058,486,566	$ 1,021,283,814	$ 298,946,726	$ 287,901,550	$ 1,357,433,292	$ 1,309,185,364

STATE REVOLVING FUND LOAN PROGRAMS
(ENTERPRISE FUND OF THE INDIANA FINANCE AUTHORITY)
COMBINING SCHEDULES - STATEMENTS OF CASH FLOWS INFORMATION
Years Ended June 30, 2018 and 2017

	Wastewater Program		Drinking Water Program		Eliminations	Combined	
	2018	2017	2018	2017	2017	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES							
Cash payments for salaries, administrative and other expenses	$ (2,361,927)	$ (1,117,341)	$ (1,558,609)	$ (1,843,142)		$ (3,920,536)	$ (2,960,483)
Administration fee	33,155	17,173	10,003	11,050		43,158	28,223
Net Cash Used by Operating Activities	(2,328,772)	(1,100,168)	(1,548,606)	(1,832,092)	-	(3,877,378)	(2,932,260)
CASH FLOWS FROM INVESTING ACTIVITIES							
Maturities of loans to participants	126,297,581	132,057,807	30,496,421	36,920,660		156,794,002	168,978,467
Issuance of loans to participants	(259,290,155)	(192,666,474)	(62,637,031)	(24,287,905)		(321,927,186)	(216,954,379)
Change in investments	109,646,152	62,081,489	26,444,296	15,855,568		136,090,448	77,937,057
Interest received on loans and investments	50,735,591	44,568,957	10,269,928	9,815,685		61,005,519	54,384,642
Change in capital assets	461	2,217	-	1,750		461	3,967
Net Cash Provided by Investing Activities	27,389,630	46,043,996	4,573,614	38,305,758	-	31,963,244	84,349,754
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES							
Proceeds from debt issuance	122,364,134	298,155,456	56,961,888	9,265,464		179,326,022	307,420,920
Principal payments to reduce indebtedness including refunding	(197,657,744)	(188,081,690)	(64,576,130)	(26,243,082)		(262,233,874)	(214,324,772)
Payment of debt issuance costs, net of refunding	(844,291)	(1,574,300)	(410,680)	(50,005)		(1,254,971)	(1,624,305)
Interest paid on debt	(41,974,729)	(41,084,083)	(7,120,651)	(7,711,157)		(49,095,380)	(48,795,240)
Net Cash Provided (Used) by Non-Capital Financing Activities	(118,112,630)	67,415,383	(15,145,573)	(24,738,780)	-	(133,258,203)	42,676,603
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES							
Capital contributions (EPA Grants)	31,952,000	-	11,821,365	12,817,959		43,773,365	12,817,959
Issuance of forgivable loans to participants	(4,068,885)	(6,890,299)	(2,203,396)	(1,787,102)		(6,272,281)	(8,677,401)
Net Cash Provided (Used) by Capital Financing Activities	27,883,115	(6,890,299)	9,617,969	11,030,857	-	37,501,084	4,140,558
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	(65,168,657)	105,468,912	(2,502,596)	22,765,743		(67,671,253)	128,234,655
CASH AND EQUIVALENTS							
Beginning of Year	422,228,424	316,759,512	111,780,346	89,014,603		534,008,770	405,774,115
End of Year	$ 357,059,767	$ 422,228,424	$ 109,277,750	$ 111,780,346	$ -	$ 466,337,517	$ 534,008,770
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH USED BY OPERATING ACTIVITIES							
Operating income (loss)	$ 9,319,637	$ (1,781,133)	$ 1,615,292	$ 1,092,179		$ 10,934,929	$ (688,954)
Adjustments to reconcile operating income (loss) to net cash used by operating activities:							
Interest income	(52,837,778)	(45,421,143)	(10,467,997)	(9,586,997)		(63,305,775)	(55,008,140)
Interest expense	40,607,100	43,480,840	6,913,730	7,486,673		47,520,830	50,967,513
Bond issuance costs	844,291	1,574,300	410,680	50,005		1,254,971	1,624,305
Changes in assets and liabilities:							
Accounts receivable	-	1,068,836	(1,000)	-	$ (1,068,836)	(1,000)	-
Accounts payable	(27,587)	(126,264)	15,022	(889,241)	1,068,836	(12,565)	53,331
Amount due to federal government	(234,435)	104,396	(34,333)	15,289		(268,768)	119,685
Net Cash Used by Operating Activities	$ (2,328,772)	$ (1,100,168)	$ (1,548,606)	$ (1,832,092)	$ -	$ (3,877,378)	$ (2,932,260)

OTHER REPORT

KATZ SAPPER & MILLER

Our People: Your Success

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

Members of the Indiana Finance Authority
State Revolving Fund Loan Programs

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the combined financial statements of State Revolving Fund Loan Programs (SRF Programs), an enterprise fund of the Indiana Finance Authority, which comprise the combined statement of net position as of June 30, 2018, and the related combined statements of revenues, expenses and changes in net position and cash flows for the year then ended, and the related notes to the combined financial statements, and have issued our report thereon dated September 25, 2018.

Internal Control over Financial Reporting

In planning and performing our audit of the combined financial statements, we considered the SRF Programs' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the combined financial statements, but not for the purpose of expressing an opinion on the effectiveness of the SRF Programs' internal control. Accordingly, we do not express an opinion on the effectiveness of the SRF Programs' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's combined financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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Compliance and Other Matters

As part of obtaining reasonable assurance about whether the SRF Programs' financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Katz, Sapper & Miller, LLP

Indianapolis, Indiana
September 25, 2018

Exhibit N

INDIANA FINANCE AUTHORITY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AND
INDEPENDENT AUDITORS' REPORTS

June 30, 2018

INDIANA FINANCE AUTHORITY

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KSM KATZ SAPPER & MILLER

Our People: Your Success

Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

Members of Indiana Finance Authority

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Indiana Finance Authority, a component unit of the State of Indiana, as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise Indiana Finance Authority's basic financial statements, and have issued our report thereon dated October 18, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Indiana Finance Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Indiana Finance Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of Indiana Finance Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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Compliance and Other Matters

As part of obtaining reasonable assurance about whether Indiana Finance Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Katz, Sapper & Miller, LLP

Indianapolis, Indiana
October 18, 2018

INDIANA FINANCE AUTHORITY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2018

	Federal CFDA Number	Grant Number	Program or Award Amount	Federal Expenditures	Amount Provided to Subrecipients
U.S. DEPARTMENT OF TRANSPORTATION:					
Transportation Infrastructure Finance and Innovation Act (TIFIA) Program	20.223	None noted	$ 162,000,000	$ 156,581,234	
U.S. ENVIRONMENTAL PROTECTION AGENCY:					
Clean Water State Revolving Fund Cluster:					
Capitalization Grants for Clean Water State Revolving Funds	66.458	CS18000117		31,952,000	$ 31,952,000
	66.458	Program Income		2,000,000	
				33,952,000	31,952,000
Drinking Water State Revolving Fund Cluster:					
Capitalization Grants for Drinking Water State Revolving Funds	66.468	FS98548617-0	11,496,480	11,496,480	11,496,480
	66.468	FS98548617-0	1,336,800	1,336,800	
	66.468	FS98548617-0	534,720	138,357	
	66.468	FS98548618-0	679,120	208,277	
	66.468	FS98548618-0	500,000		
	66.468	Program Income		2,000,000	
				15,179,914	11,496,480
Brownfields 128(a) Cooperative Agreement State and Tribal Program Response Grants	66.817	RP00E14609-0	757,053	360,928	
	66.817	RP00E14610-0	757,053	395,785	
				756,713	
Brownfields Assessment and Cleanup Cooperative Agreement	66.818	BF00E48101-9	5,159,204	47,373	47,373
				$ 206,517,234	$ 43,495,853

See accompanying notes to schedule of expenditures of federal awards.

INDIANA FINANCE AUTHORITY

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2018

NOTE 1 - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Indiana Finance Authority. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR), *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in the Schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance for federal, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 - SUBRECIPIENTS

Indiana Finance Authority provided federal awards to subrecipients as follows:

Program Title	CFDA Number	Amount Provided
Capitalization Grants for Drinking Water State Revolving Funds	66.468	$11,496,480
Brownfields Assessment and Cleanup Cooperative Agreement	66.818	47,373

NOTE 4 - INDIRECT COST RATE

Indiana Finance Authority has elected not to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

NOTE 5 - LOAN PROGRAM

The accompanying schedule of expenditures of federal awards includes a federal loan disbursed under the Transportation Infrastructure Finance and Innovation Act (TIFIA). The funds were used to finance the East End Crossing, a component of the Ohio River Bridges Project. The bridge opened to the public in December 2016. There were no expenditures for the year ended June 30, 2018. The loan agreements provide for continuing compliance requirements through debt maturity, and therefore, Indiana Finance Authority reports the prior year loan balances, plus any additional draws, on the schedule of expenditures of federal awards. For the year ended June 30, 2018, the TIFIA loan balance outstanding was $147,597,417.

Independent Auditors' Report on Compliance For Each Major Federal Program, on Internal Control Over Compliance, and on the Schedule of Expenditures of Federal Awards as Required by Uniform Guidance

Members of Indiana Finance Authority

Report on Compliance for Each Major Federal Program

We have audited Indiana Finance Authority's, a component unit of the State of Indiana, compliance with the types of compliance requirements described in the U.S. *Office of Management and Budget (OMB) Compliance Supplement* that could have a direct and material effect on each of Indiana Finance Authority's major federal programs for the year ended June 30, 2018. Indiana Finance Authority's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Indiana Finance Authority's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Indiana Finance Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Indiana Finance Authority's compliance.

Opinion on Each Major Federal Program

In our opinion, Indiana Finance Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

Report on Internal Control Over Compliance

Management of Indiana Finance Authority is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Indiana Finance Authority's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Indiana Finance Authority's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Indiana Finance Authority, as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise Indiana Finance Authority's basic financial statements. We issued our report thereon dated October 18, 2018, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Katz, Sapper & Miller, LLP

Indianapolis, Indiana
November 2, 2018

INDIANA FINANCE AUTHORITY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2018

SECTION I – Summary of Auditors' Results

Financial Statements

Type of auditors' report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? _____ yes ___✓___ no
- Significant deficiency(ies) identified that are not considered to be material weaknesses? _____ yes ___✓___ none reported
- Noncompliance material to financial statements noted? _____ yes ___✓___ no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? _____ yes ___✓___ no
- Significant deficiency(ies) identified that are not considered to be material weaknesses? _____ yes ___✓___ none reported

Type of auditors' report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR Section 200.516(a)? _____ yes ___✓___ no

Identification of major programs:

CFDA Number	Agency	Title
20.223	U.S Department of Transportation	Transportation Infrastructure Finance and Innovation Act (TIFIA) Program

INDIANA FINANCE AUTHORITY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
Year Ended June 30, 2018

SECTION I – Summary of Auditors' Results (Continued)

Dollar threshold used to distinguish between type A and type B programs:	$1,498,080			
Auditee qualified as low-risk auditee?	_____	yes	✓	no

SECTION II – Financial Statement Findings

None

SECTION III – Federal Award Findings and Questioned Costs

None

Indiana Finance Authority

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
Year Ended June 30, 2018

Findings – Federal Award Findings and Questioned Costs

2017-001 Schedule of Expenditures of Federal Awards – Material Weakness

Condition: We were unaware that the TIFIA Program represented expenditures of federal funds under the Uniform Guidance. Consequently, the SEFA provided by us to the auditor during the initial fieldwork for the 2017 audit did not include the amounts expended for the TIFIA Program.

Recommendation: The auditor recommended reviewing all funding agreements received to determine if the award is federally funded and contacting the federal agency providing the funding to determine the source of the funding and verifying whether it should be included in the SEFA if no CFDA number is listed in the award.

Status: The recommendation has been adopted. No similar findings were noted in the 2018 audit.

Exhibit O

USE OF "NON-FEDERAL" FUNDS FOR OTHER PURPOSES

Pursuant to the State Revolving Fund Loan Program Final Q & A's issued July 1990 (see II.A.3) and in a Memorandum dated 12/22/98 from EPA's Office of General Counsel, the CWSRF Loan Program is permitted to use funds from the Clean Water SRF, that qualify as non-Federal sources, toward meeting the State's section 319 match requirement, when spent on section 319 activities. Non-federal sources include: interest earnings on CWSRF fund accounts, loan repayments, State funds in excess of its 20 percent SRF match, and bond proceeds in excess of the grant amount. In addition, pursuant to Section IV, D, 3 of the Nonpoint Source Program and Grants Guidelines for States and Territories that were developed to implement nonpoint source management programs under Section 319 of the Clean Water Act, the use of recycled funds under Title VI of the CWA can be used to provide a match for Section 319 grants. These are funds that have been loaned by the State and subsequently repaid by the borrower to the State. The repaid funds are then recycled by the State Revolving Fund program to provide loans that fund other water quality projects. These recycled funds are regarded as State monies and therefore are eligible to be used as match for Section 319 funds, provided that they, are used to implement the State's approved Section 319 management program.

Under the authority of 40 CFR §31.6(d), EPA approved a class deviation from 40 CFR 35.3125(b) (1). Pursuant to the class deviation, CWSRF Loan Programs are allowed to use non-Federal, non-State match CWSRF funds to provide loans that can be used to satisfy the local matching requirements for most EPA grant funded treatment works projects, including Special Appropriations Act projects. The Special Appropriations program requires grant recipients to provide at least forty-five percent of the cost of a project as its match.

Pursuant to the above stated authorities, the Indiana SRF Loan Program has an accumulation of non-Federal funds available to be used as state or local match for federal grant funding programs, including Section 319 grants and Special Appropriations grants. This Exhibit summarizes the balance of the non-Federal funds, the allocation of a portion of the non-Federal funds for federal match for Section 319 grants, lists the projects receiving a non-Federal match for their Federal grant and provides the amount of the non-Federal match applied.

Beginning Balance[1] @ 7/1/17	352,475,155
Increase/(Decrease) in fund balance	$ (99,975,155)
Balance as of 6/30/18	252,500,000

ALLOCATION OF "NON-FEDERAL" FUNDS FOR FEDERAL MATCH

Allocated for a Portion of the State Required 319 Match[2]

FFY	Grant Number	
FFY 2002	C997548202	991,812
FFY 2003	C997548203	615,210
FFY 2004	C997548204	714,679
FFY 2005	C997548205	735,920
FFY 2006	C997548206	1,675,585
FFY 2007	C997548207	862,825
FFY 2008	C997548208	909,185
FFY 2009	C997548209	1,030,143
FFY 2010	C997548210	1,250,000
FFY 2011	C997548211	1,250,000
FFY 2012	C997548212	1,250,000
FFY 2013	C997548213	1,250,000
FFY 2014	C997548214	1,250,000
FFY 2015	C997548215	1,250,000
FFY 2016	C997548216	1,250,000
FFY 2017	C997548217	1,250,000
FFY 2018	C997548218	1,250,000

Hammond Non Federal Match for US Army Corp of Engineers Grant	925,000
Centerville Non Federal Match for Special Appropriation Grant	300,068
Martinsville Non Federal Match for Special Appropriation Grant	1,932,200
Upland Non Federal Match for Special Appropriation Grant	740,000
Madison Township Non Federal Match for Special Appropriation Gr	1,125,800
Tell City Non Federal Match for Special Appropriation Grant	1,000,450
Indianapolis Non Federal Match for Special Appropriation Grant	1,359,531
Richmond Non Federal Match for Special Appropriation Grant	157,827
North Vernon Non Federal Match for Special Appropriation Grant	986,873
Rensselaer Non Federal Match for Special Appropriation Grant	1,588,100
Vigo County Non Federal Match for Special Appropriation Grant	523,719
Available for Future Allocation	$ 223,075,073

[1]The Wastewater Equity Earnings Account is made up of recycled "non-federal" funds.

[2]As of June 30, 2016, the SRF Loan Program has made Non-Point source loans in the amount of $245.3 million, which have been attributed to the state required 319 match.

As of 7/1/2018

Closing Date	Participant	Project	Loan Amount	NPS Portion	Disbursed	NPS Disbursed
08/24/04	City of Indianapolis	septic removal	25,000,000	3,466,230	25,000,000	3,466,230
08/31/04	Jennings NW RUD	septic removal	6,200,000	2,174,437	6,200,000	2,174,437
10/01/04	Fulda RSD	septic removal	419,342	270,408	419,342	270,408
11/10/04	Delaware County RWD	septic removal	1,085,145	1,085,145	1,085,145	1,085,145
12/13/04	Taylor RSD	septic removal	3,905,600	2,450,842	3,905,600	2,450,842
12/29/04	Town of Fortville	septic removal	2,034,210	564,573	2,034,210	564,573
12/29/04	City of Indianapolis	septic removal	70,000,000	25,679,058	70,000,000	25,679,058
02/28/05	City of New Haven	Stormwater	4,100,000	3,872,904	4,100,000	3,872,904
07/29/05	Campbell Township RS	septic removal	845,000	845,000	845,000	845,000
09/29/05	City of Columbia City	erosion project	16,672,000	49,032	16,672,000	49,032
09/30/05	Town of Fortville	septic removal	1,259,758	1,259,758	1,259,758	1,259,758
10/14/05	City of Fort Wayne	septic removal	40,000,000	2,884,702	40,000,000	2,884,702
12/01/05	Town of Elwood	septic removal	201,000	201,000	201,000	201,000
12/15/05	Town of Culver	septic removal	2,700,000	562,306	2,700,000	562,306
12/29/05	City of Indianapolis	septic removal	90,000,000	20,104,248	90,000,000	20,104,248
12/30/05	Muncie SD	groundwater	17,960,000	1,118,436	17,960,000	1,118,436
06/30/06	City of Indianapolis	septic removal	35,250,000	8,836,444	35,250,000	8,836,444
06/30/06	Spencer MSW	septic removal	350,000	38,500	350,000	38,500
08/17/06	City of Tell City	septic removal	1,425,000	1,425,000	1,425,000	1,425,000
12/15/06	Town of Centerville	septic removal	3,394,911	578,000	3,394,911	578,000
12/15/06	City of Indianapolis	septic removal	34,750,000	30,932,406	34,750,000	30,932,406
08/28/07	Spencer MSW	septic removal	4,783,788	338,380	4,783,788	338,380
08/30/07	Town of Centerville	septic removal	800,000	136,000	800,000	136,000
12/18/07	City of Indianapolis	septic removal	80,557,000	30,046,754	80,557,000	30,046,754
12/27/07	Allen County RWSD	septic removal	1,609,858	1,609,858	1,609,858	1,609,858
03/28/08	City of Jeffersonville	septic removal	9,800,000	3,724,000	9,800,000	3,724,000
05/05/08	Morgan County RSD	septic removal	476,000	476,000	476,000	476,000
12/30/08	Allen County RWSD	septic removal	2,971,000	2,971,000	2,971,000	2,971,000
06/01/09	Town of Whitestown	septic removal	3,310,000	860,600	3,310,000	860,600
07/06/09	City of Indianapolis	septic removal	32,050,000	9,443,985	32,050,000	9,443,985
09/15/09	City of Angola	Brownfield	5,110,000	3,577,000	5,110,000	3,577,000
12/11/09	City of South Bend	Stormwater	4,495,000	539,400	4,495,000	539,400
12/23/09	City of Fort Wayne	septic removal	29,091,005	4,072,741	29,091,005	4,072,741
12/29/09	City of Connersville	Brownfield	3,700,000	3,700,000	3,700,000	3,700,000
12/30/09	Town of Plainfield	Brownfield	7,269,000	2,000,000	7,269,000	2,000,000
01/20/10	City of Charlestown	septic removal	1,300,000	1,300,000	1,300,000	1,300,000
01/28/10	Henryville	septic removal	2,686,000	1,880,200	2,686,000	1,880,200
01/28/10	Town of Zionsville	septic removal	2,045,330	1,985,000	2,045,330	1,985,000
03/01/10	City of Goshen	Brownfield	1,000,000	1,000,000	1,000,000	1,000,000
03/31/10	Town of Milton	septic removal	4,160,000	2,872,000	4,160,000	2,872,000
06/30/10	Allen County RSD	septic removal	5,200,000	5,200,000	5,200,000	5,200,000
10/08/10	Scott County	septic removal	965,000	965,000	965,000	965,000
12/13/10	Luce Twp. RSD	septic removal	4,854,563	4,854,563	4,854,563	4,854,563
03/31/11	Jeffersonville	Brownfield	22,350,000	47,211	22,350,000	47,211
04/28/11	Howard County Drainag	Stormwater	1,321,400	1,321,400	1,321,400	1,321,400
06/23/11	Columbus	Brownfield	600,000	600,000	173,257	173,257
06/27/11	South West Lake Max (	septic removal	2,000,000	2,000,000	2,000,000	2,000,000
10/26/11	City of Evansville	septic removal	1,215,000	1,215,000	1,215,000	1,215,000
10/26/11	Rensselaer	septic removal	1,585,000	1,585,000	1,585,000	1,585,000
12/13/11	St. Joseph Co. RSD	septic removal	2,904,000	2,904,000	2,904,000	2,904,000
02/24/12	Montgomery County R	septic removal	10,964,000	10,964,000	10,964,000	10,964,000
12/13/12	Richmond	Brownfield	14,800,000	1,300,000	14,799,998	1,300,000
12/13/12	Terre Haute	Brownfield	139,371,000	6,600,000	137,319,491	6,502,850
12/18/12	Allen County RSD	septic removal	7,320,000	7,320,000	7,320,000	7,320,000
12/28/12	Delaware County RWD	septic removal	994,000	994,000	994,000	994,000
06/13/13	Newport	septic removal	600,000	600,000	600,000	600,000
01/31/14	Edwardsport	septic removal	2,606,000	2,606,000	2,605,998	2,605,998
09/18/15	Kempton	septic removal	2,205,000	2,205,000	2,205,000	2,205,000
10/22/15	Allen County RSD	septic removal	12,080,000	12,080,000	12,079,484	12,079,484
03/31/16	Bluffton	septic removal	4,132,000	1,947,540	4,009,112	1,889,619
03/09/17	Allen County RSD	septic removal	7,244,244	7,244,244	7,244,244	7,244,244
12/15/17	Woodburn	septic removal	7,565,000	402,000	1,670,881	88,790
03/29/18	Romney	septic removal	2,000,000	2,000,000	409,863	409,863
06/29/18	Centerville	septic removal	2,266,000	491,000	843,839	182,844
				$ 258,377,305		$255,583,469

Allocated for a Portion of the State Required 319 Match	18,785,359
"Banked" toward Future Allocation of Match	$236,798,110

Indiana CWSRF Loan Program
Exhibit P - WRRDA Requirements*

Community Name	Date SRF Application Was Received	Loan Amount	Loan Closing Date	SFY Closing	Is this an Equivalancy Project? Yes/No	Did A&E Meet 40 CFR Ch 11 and certification	FSP 'Self Certification' Received Prior to loan closing (Applications on or after 10/1/14)	FSP 'Non-Self Certified' Date Received or Will submit prior to last disbursement (Applications on or after 10/1/14)	Cost & Effectiveness Certification Form Received Date (Applications on or after 10/1/15)
Bluffton	5/11/2015	$ 4,132,000	3/31/2016	2016	No	NA	No	11/20/2017	NA
Rosedale	2/10/2015	$ 1,289,000	5/27/2016	2016	No	NA	No	9/11/2017	NA
Fall Creek RWD	9/29/2015	$ 14,300,000	6/30/2016	2016	No	NA	No	Pending	NA
Crawfordsville	6/27/2016	$ 12,725,000	11/28/2016	2017	No	NA	No	Pending	Pending
Winchester	6/3/2016	$ 1,600,000	11/28/2016	2017	No	NA	No	11/29/2017	7/18/2016
Brownsburg	7/14/2015	$ 14,395,000	12/15/2016	2017	No	NA	No	Pending	NA
Rushville	3/31/2016	$ 4,500,000	12/15/2016	2017	No	NA	No	Pending	Pending
Tell City	5/23/2016	$ 961,000	12/21/2016	2017	No	NA	6/6/2016	NA	6/6/2016
Allen County RWSD 2017	6/15/2016	$ 7,244,244	3/9/2017	2017	No	NA	No	1/8/2018	1/8/2018
Cromwell	6/11/2015	$ 1,740,000	3/9/2017	2017	No	NA	No	Pending	NA
Greensburg	2/29/2016	$ 5,918,000	3/13/2017	2017	No	NA	No	Pending	Pending
Crown Point	12/10/2015	$ 6,900,000	3/29/2017	2017	No	NA	No	6/20/2018	5/20/2016
Andrews	2/15/2016	$ 5,232,000	6/19/2017	2017	No	NA	No	Pending	Pending
Kirklin	3/7/2016	$ 1,185,000	6/28/2017	2017	No	NA	No	Pending	Pending
Citizens Water Authorit	6/24/2016	$ 163,526,839	7/21/2017	2018	No	NA	No	Pending	Pending
Portage	6/28/2016	$ 3,750,000	9/13/2017	2018	No	NA	No	Pending	Pending
Portland	9/25/2017	$ 2,945,000	9/25/2017	2018	No	NA	No	Pending	Pending
Newton County RWSD	3/31/2016	$ 13,771,000	9/28/2017	2018	Yes	footnote 1	No	Pending	Pending
Newton County RWSD	3/31/2016	$ 3,266,000	9/28/2017	2018	No	NA	No	Pending	Pending
Michigantown A	7/13/2016	$ 882,000	9/29/2017	2018	No	NA	9/25/2017	NA	Pending
Michigantown B	7/13/2016	$ 274,000	9/29/2017	2018	No	NA	9/25/2017	NA	Pending
Richmond B	6/16/2016	$ 11,205,000	11/30/2017	2018	Yes	footnote 1	6/14/2016	NA	6/14/2016
Richmond A	6/16/2016	$ 350,000	11/30/2017	2018	No	NA	6/14/2016	NA	6/14/2016
Warsaw	4/5/2017	$ 9,463,000	12/14/2017	2018	Yes	footnote 1	No	2/6/2018	2/6/2018
New Palestine	5/6/2016	$ 4,120,000	12/15/2017	2018	No	NA	No	Pending	Pending
Woodburn A	6/9/2016	$ 7,163,000	12/15/2017	2018	No	NA	No	Pending	Pending
Woodburn B	6/9/2016	$ 402,000	12/15/2017	2018	No	NA	No	Pending	Pending
Uniondale	6/15/2016	$ 735,000	12/15/2017	2018	No	NA	No	Pending	Pending
Madison A	4/5/2017	$ 871,200	12/15/2017	2018	No	NA	4/10/2017	NA	6/7/2017
Madison B	4/5/2017	$ 10,528,000	12/15/2017	2018	Yes	footnote 1	4/10/2017	NA	4/10/2017
Huntington	6/6/2017	$ 10,644,000	12/15/2017	2018	No	NA	No	Pending	4/10/2017
Attica	11/7/2016	$ 4,534,000	2/20/2018	2018	No	NA	No	Pending	Pending
Georgetown	9/23/2015	$ 3,430,000	3/15/2018	2018	No	NA	No	Pending	Pending
Romney	3/25/2014	$ 2,000,000	3/16/2018	2018	No	NA	No	Pending	NA
Silver Lake	3/15/2017	$ 451,000	3/29/2018	2018	No	NA	No	Pending	NA
Clinton	12/29/2017	$ 1,600,000	3/29/2018	2018	No	NA	No	Pending	Pending
Evansville	12/5/2017	$ 16,960,000	4/24/2018	2018	No	NA	1/19/2018	NA	1/12/2018
Owensville	4/17/2017	$ 630,000	5/23/2018	2018	No	NA	No	Pending	Pending

Community Name	Date SRF Application Was Received	Loan Amount	Loan Closing Date	SFY Closing	Is this an Equivalancy Project? Yes/No	Did A&E Meet 40 CFR Ch 11 and certification	FSP 'Self Certification' Received Prior to loan closing (Applications on or after 10/1/14)	FSP 'Non-Self Certified' Date Received or Will submit prior to last disbursement (Applications on or after 10/1/14)	Cost & Effectiveness Certification Form Received Date (Applications on or after 10/1/15)
Chalmers	3/23/2017	$ 839,000	6/13/2018	2018	No	NA	6/12/2017	NA	6/12/2017
Centerville	6/16/2017	$ 2,266,000	6/27/2018	2018	No	NA	No	Pending	6/16/2017

[1] Complied with section 602(b)(14) - A&E requirement by entering into an assistance agreement for construction costs only.

* Some of the WRRDA requirements are set forth below

Architectural & Engineering (A & E) Procurement: The A & E procurement requirement applies only to CW Equivalency Projects. A & E services must be negotiated under Chapter 11 of title 40, United States Code or an equivalent State qualifications-based requirement. If applicable, the participant must provide a certification to the SRF Loan Program that it met the requirements of 40 U.S.C Chapter 11.

Equivalency Projects and Requirements: Projects selected as an Equivalency Project must meet certain requirements including equivalency requirements set forth in WRRDA. An Equivalency Project must meet the following: 1) FFATA Reporting requirements, 2) Single Audit Act (2 CFR 200 Subpart F), 3) Federal Cross-Cutters, 4) Disadvantaged Business Enterprises, 5) A & E Procurement (WRRDA requirement), 6) signage and 7) other equivalency requirements requirement under the CWA Act, as amended.

Fiscal Sustainability Plans (FSP): All CWSRF participants that propose treatment works projects for repair, replacement or expansion shall certify they have developed and implemented a fiscal sustainability plan. This requirement is effective for applications submitted after October 1, 2014.

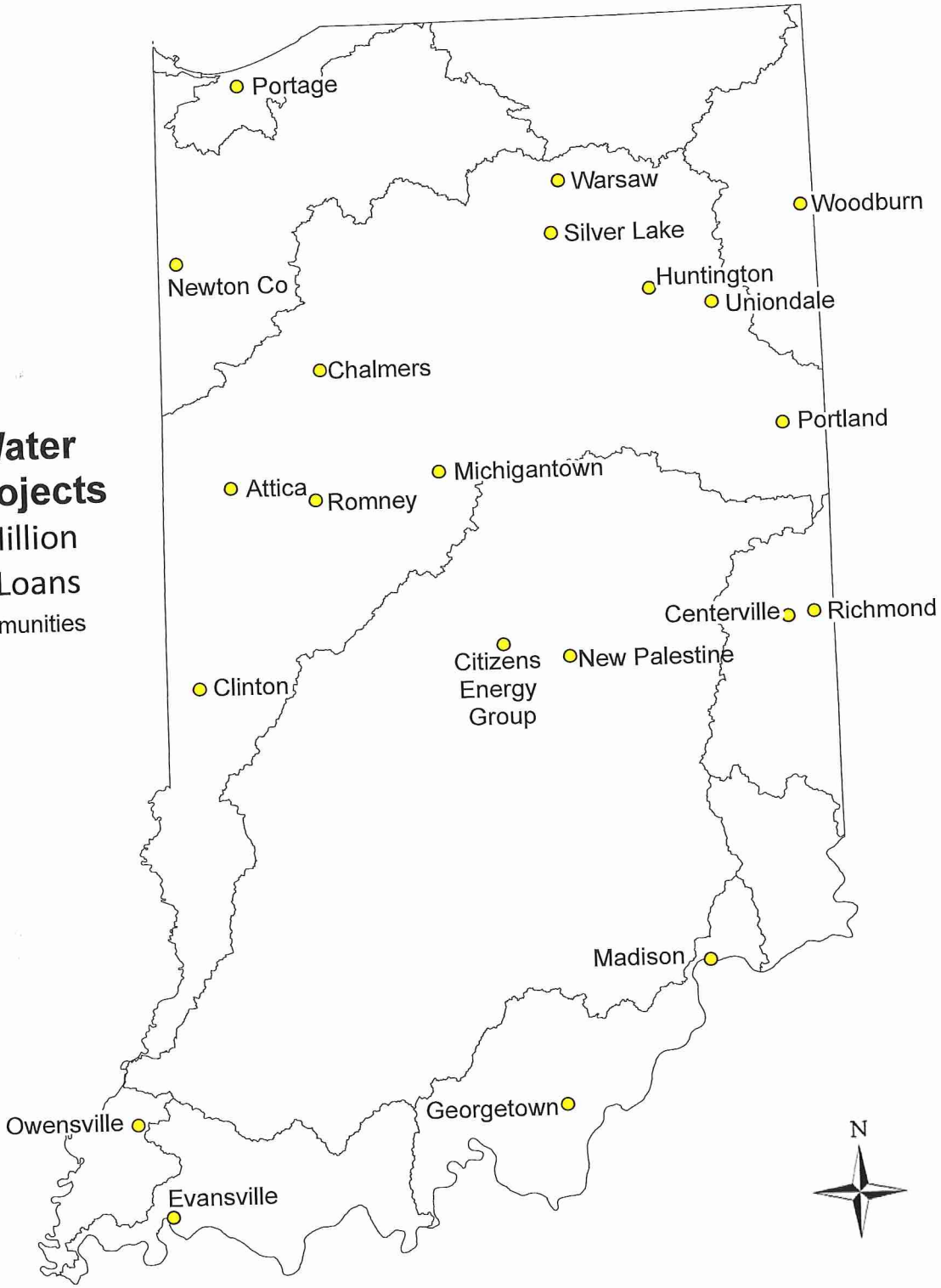
Cost & Effectiveness Analysis (C&E): All CWSRF participants who submit an application after October 1, 2015 must certify they have conducted a cost and effectiveness analysis as outlined in WRRDA.

Other: CWSRF participants will be required to comply with all applicable requirements set forth in WRRDA and with the terms and conditions of the Capitalization Grant. In addition to the above WRRDA requirements, other federal requirements include but are not limited to, Additional Subsidization, Davis Bacon and NEPA-Like environmental review process.

Exhibit Q

Indiana Finance Authority
State Revolving Fund Loan Programs

Clean Water Projects Closed in State Fiscal Year 2018



Clean Water 2018 Projects

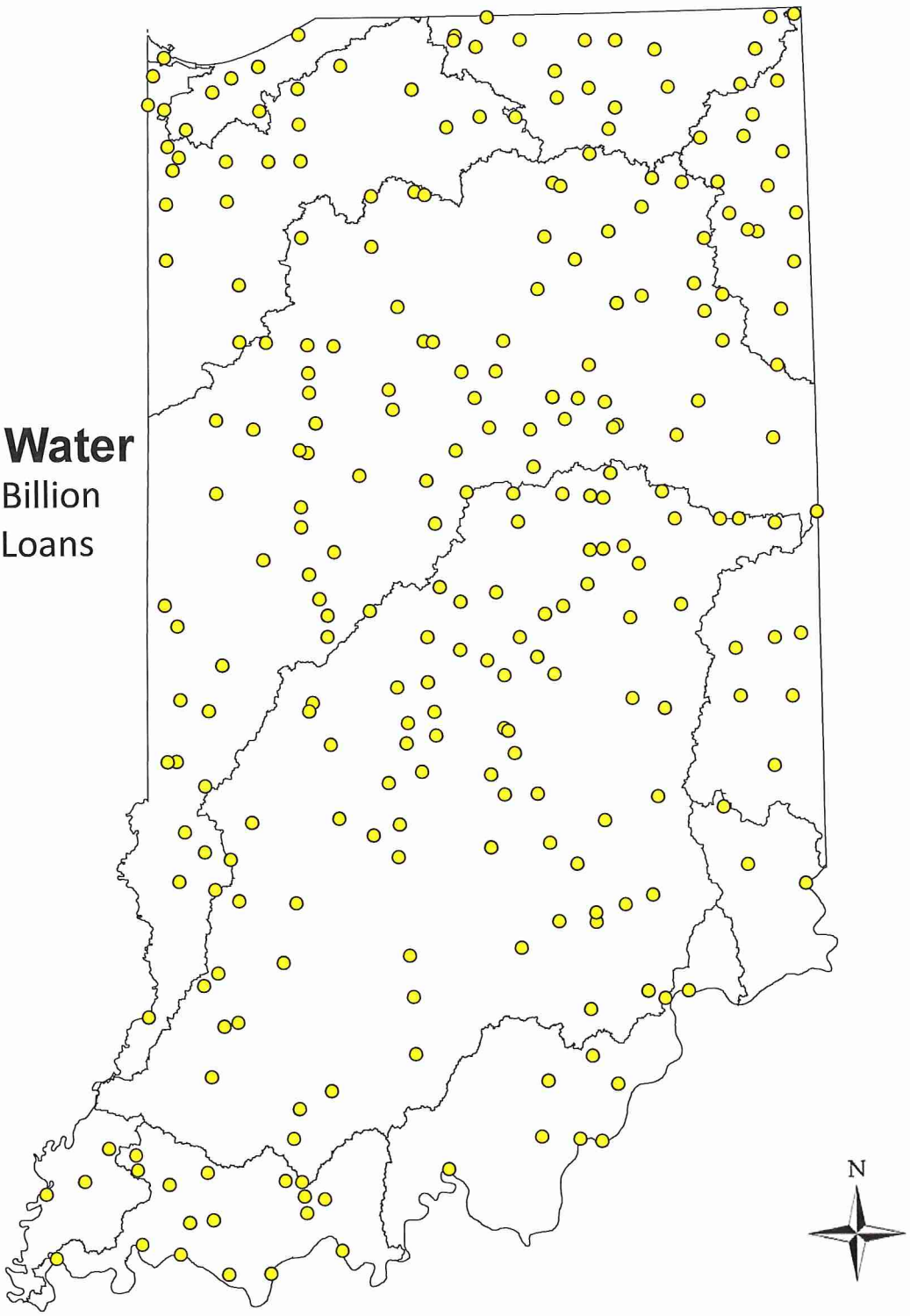
$276.6 Million

26 Loans

with 21 communities

Exhibit R

Indiana Finance Authority
State Revolving Fund Loan Programs
All Clean Water Projects Closed Since 1992



Clean Water
$3.9 Billion
528 Loans

Indiana CW SRF Loan Program
Exhibit S - Summary of All Associated Funds in SFY 2018

Applicant Name	Closing Date	SRF Funding	Rural Development Funding	Office of Community and Rural Affairs Grant	Indiana Economic Development Corporation	Supplemental Funds (State)	Local Funds
Citizens Water Authority	21-Jul-17	$ 163,526,839	$ -	$ -	$ -	$ -	$ -
Portage	13-Sep-17	$ 3,750,000	$ -	$ -	$ -	$ -	$ 190,000
Portland	25-Sep-17	$ 2,945,000	$ -	$ 600,000	$ -	$ -	$ 306,000
Kempton	28-Sep-17	$ -	$ -	$ -	$ -	$ 57,500	$ -
Newton County	28-Sep-17	$ 13,771,000	$ -	$ -	$ 1,000,000	$ 656,000	$ 1,416,525
Newton County	28-Sep-17	$ 3,266,000	$ -	$ -	$ -	$ -	$ -
Michigantown A	29-Sep-17	$ 882,000	$ -	$ 600,000	$ -	$ -	$ -
Michigantown B	29-Sep-17	$ 274,000	$ -	$ -	$ -	$ -	$ -
Richmond	30-Nov-17	$ 11,205,000	$ -	$ -	$ -	$ -	$ -
Richmond	30-Nov-17	$ 350,000	$ -	$ -	$ -	$ -	$ -
Warsaw	15-Dec-17	$ 9,463,000	$ -	$ -	$ -	$ -	$ 629,200
Madison	15-Dec-17	$ 871,200	$ -	$ -	$ -	$ -	$ -
Madison	15-Dec-17	$ 10,528,800	$ -	$ -	$ -	$ -	$ 1,522,576
Huntington	15-Dec-17	$ 10,644,000	$ -	$ -	$ -	$ -	$ -
New Palestine	15-Dec-17	$ 3,620,000	$ -	$ -	$ -	$ -	$ -
Woodburn	15-Dec-17	$ 6,663,000	$ -	$ -	$ -	$ -	$ -
Woodburn	15-Dec-17	$ 402,000	$ -	$ -	$ -	$ -	$ -
Uniondale	15-Dec-17	$ 235,000	$ -	$ 650,000	$ -	$ -	$ -
Attica	20-Feb-18	$ 4,534,000	$ -	$ 550,000	$ -	$ -	$ 377,000
Georgetown	15-Mar-18	$ 3,430,000	$ -	$ -	$ -	$ -	$ 530,000
Romney	16-Mar-18	$ -	$ 2,824,000	$ -	$ -	$ -	$ -
Clinton	29-Mar-18	$ 1,600,000	$ -	$ -	$ -	$ -	$ -
Silver Lakes	29-Mar-18	$ 451,000	$ -	$ 650,000	$ -	$ -	$ -
Evansville	24-Apr-18	$ 16,960,000	$ -	$ -	$ -	$ -	$ -
Owensville	23-May-18	$ 630,000	$ -	$ 600,000	$ -	$ -	$ -
						Non-Federal Total:	**$ 5,684,801**

Indiana CW SRF Loan Program
Exhibit T - Summary of Clean Water Projects with a Regional Solution SFY 2014-2018

SFY	Community	Loan Amount	Project
2017	Allen County	$ 100,000	Areas of failing septic systems throughout Allen County, project extended sewer service to these areas for treatment at existing wastewater treatment facilities, predominately in the City of Fort Wayne
2017	Allen County	$ 7,244,244	Areas of failing septic systems throughout Allen County, project extended sewer service to these areas for treatment at existing wastewater treatment facilities, predominately in the City of Fort Wayne
2016	Chesterton	$ 2,329,000	Extend sewers from Chesterton to the neighborhoods of Fox Chase Farms and Whispering Sands. The purpose of the project was to abandon the Fox Chase Farms septic/cluster treatment and collection system, and decommission the failing Whispering Sands extended aeration treatment facility. The new collection and transport system discharges to the Town of Chesterton for treatment. The Whispering Sands portion of the project will be completed utilizing local funds.
2016	Kempton	$ 2,205,000	The Town of Kempton did not have a municipal sewer collection system and was served by individual septic tanks. Many were failing and were spilling to an existing storm drainage system that outletted into a stream. IDEM placed the Town on an Agreed Order to rectify the situation. The projects installed sewers and connected the town of Kempton to the Town of Tipton for wastewater treatment.
2016	Tipton	$ 3,651,073	Lift station and force main to Town of Kempton and improvement to the Tipton WWTP to allow for additional flow.
2016	Allen County	$ 9,980,000	Areas of failing septic systems throughout Allen County, project extended sewer service to these areas for treatment at existing wastewater treatment facilities, predominately in the City of Fort Wayne
2016	Edgewood	$ 1,455,000	The Town of Edgewood is connected to the City of Anderson for wastewater treatment. The Town was experiencing high levels of I/I leading to capacity issues at a pumping station and the project was required for Anderson to continue to allow flow from Edgewood.
2015	Bluffton	$ 1,762,040	The areas of McKinney and Paxson, near Bluffton, were served by failing septic systems. The project extended treatment to these areas meeting the requirements of the County's Agreed Order. This project also includes remediation of I/I issues.

2015	Tell City	$	614,910	The wastewater treatment facilities that served the Brushy Hollow neighborhood near Tell City Indiana were at the end of their useful life and experiencing effluent violations. The project abandoned Brushy Hollow Utilities, Inc.'s existing wastewater facilities and Tell City is providing sanitary sewer service to Brushy Hollow.
2015	Newburgh	$	4,815,000	Extended sewers to the Epworth Road medial corridor and homes
2014	Jonesboro	$	2,200,000	The City of Jonesboro wastewater is treated by the Gas City Wastewater Facility. Excessive inflow and infiltration from the Jonesboro collection system, particularly during rain events, was causing significant hydraulic load on Gas City's wastewater treatment plant. The project rehabilitated sanitary inteceptors and lift stations in Jonesboro to allow the regionalized relationship to continue between the communities.
2014	Allen County	$	7,320,000	Areas of failing septic systems throughout Allen County, project extended sewer service to these areas for treatment at existing wastewater treatment facilities, predominately in the City of Fort Wayne
2014	Delaware County	$	994,000	The Delaware County Health Department, in correspondence dated June 1, 2011, stated that there are sewage disposal issues in the unincorporated area of Desoto. Records indicate that most of the septic tanks tie directly into underground drainage tiles that flow to Campbell Creek and a wetland northwest of town. Testing by the Delaware County Health Department and the Indiana State Department of Health has confirmed that this area has failing sewage systems introducing sewage into surface waters and ground water. The purpose of the proposed project is to extend sewer service to Desoto and the nearby area to remove 105 homes from the failing septic systems and to eliminate the illicit discharge of wastewater.

EXHIBIT N

SAMPLE ELIGIBLE PROJECTS CONSTRUCTION REPORT

See attached.

STATE OF INDIANA

Water Infrastructure Finance and Innovation Act Program (WIFIA)

Environmental Programs

Brownfields

SRF

Annual Report

State Fiscal Year 2019

July 1, 2018 – June 30, 2019

Water Infrastructure and Innovation Act Program
Annual Report SFY 2019

Table of Contents

I.	Introduction	1
II.	Project Selection	1
III.	Federal WIFIA Requirements	2
IV.	WIFIA Funded Projects	2
	A. Loans Closed	2
	B. Loan Funds Disbursed	2
	C. Proposed WIFIA Funded Projects	3

Exhibits:

Exhibit A-1:	Summary of Closed Loans Selected for WIFIA Funding, in Environmental Assessment
Exhibit A-2:	Summary of Closed Loans Selected for Additional Security to WIFIA Funding
Exhibit B:	Summary of Disbursements for Closed Loans
Exhibit C-1:	Summary of Proposed Loans Selected for WIFIA Funding, in Environmental Assessment
Exhibit C-2:	Summary of Proposed Loans Selected for Additional Security to WIFIA Funding

State of Indiana
Water Infrastructure and Innovation Act Program
Annual Report
SFY 2019

I. Introduction

Pursuant to 40 CFR 35.10075 Subpart Q, the State of Indiana (State), acting through its Indiana Finance Authority (Authority) submits its Annual Report for the Water Infrastructure and Innovation Act Program (WIFIA) Loan Program to the U.S. Environmental Protection Agency (EPA).

This Annual Report is for State Fiscal Year (SFY) 2019 (July 1, 2018 - June 30, 2019) and includes projects closed during SFY 2018 (July 1, 2017 – June 30, 2018) and SFY 2017 (July 1-2016 – June 30, 2017).

The Authority entered into a loan agreement with EPA on September 6, 2019 in an amount not to exceed $436,000,000. The WIFIA loan proceeds may be used to fund eligible projects that the Authority has closed in SFY 2019, SFY 2018 and SFY 2017 as well as proposed eligible projects in future SFYs.

II. Project Selection

The purpose (goal) of the WIFIA Loan Program is to provide low-cost financial assistance to eligible borrowers (utilities, State SRF Loan Programs etc.) to enable the construction of necessary and environmentally sound wastewater and drinking water infrastructure; facilitate compliance with state and federal standards; maintain a fiscally self-sufficient program as a continuing source of funding for such improvements.

To meet these goals, the Authority, through its State Revolving Fund Loan Program, intends to provide financial assistance provided by the EPA WIFIA Loan Program to eligible projects which include:

a. Wastewater projects that are eligible for assistance from the clean water state revolving fund as described under section 603(c) of the Federal Water Pollution Control Act, notwithstanding the public ownership requirement under paragraph (1) of that subsection.

b. Drinking water projects that are eligible for assistance from the drinking water state revolving fund as described in section 1452(a)(2) of the Safe Drinking Water Act.

The Authority, through its Clean Water and Drinking Water Loan Programs receives applications for Wastewater and Drinking Water projects suitable for WIFIA assistance throughout the year and ranks and scores these projects which are then put on the wastewater and drinking water program's Project Priority Lists (PPLs).

At the time the Authority applied for WIFIA assistance, the Authority reviewed the current PPLs and identified projects suitable for WIFIA assistance. In selecting projects from the PPLs, the Authority focused on selecting an equal number of Drinking Water and Wastewater projects. In addition, the Authority focused on selecting projects that would benefit small, disadvantaged communities with a service population less than 10,000.

III. Federal WIFIA Requirements

Projects receiving WIFIA funding must comply with all relevant federal laws and regulations. The Authority has ensured compliance with all applicable federal requirements required by the WIFIA program including:

- The Authority ensures compliance with the "American Iron and Steel" requirement as described in the Clean Water Act and Safe Drinking Water Act.
- The Authority ensures borrowers pay all laborers and mechanics employed by contractors or subcontractors Davis Bacon wage rates.
- The Authority conducts environmental reviews in accordance with federal and State law.
- The Authority ensures compliance with Section 106 of the Act.
- All WIFIA funded projects and activities were in compliance with federal Cross-Cutting Authorities and State Environmental Review Procedures (SERP).
- The Authority complied with all requirements of 2 CFR 200.

Furthermore, the Authority ensures compliance with both state and federal requirements by reviewing participants' Preliminary Engineering Reports, issuing NEPA-like documents, consulting with cross-cutting agencies, reviewing participants' Front End document certification in which the participant certifies compliance with applicable state and federal procurement requirements, inspecting projects and documentation during various stages of project construction and by requiring the participants to certify at substantial completion of the project that all state and federal requirements have been complied with.

IV. WIFIA Funded Projects

A. Loans Closed

During SFY 2019, SFY 2018 and SFY 2017, the Indiana SRF Loan Program selected twenty loans that were closed, totaling $377,569,822. These twenty loans were selected to be eligible for WIFIA funding and the subject of an Environmental Assessment/ Finding of No Significant Impact, published in the Federal Register on February 23, 2018. A summary of the twenty loans and project descriptions is set forth in **Exhibit A-1.**

In addition, the Indiana SRF Loan Program selected ten other projects that were closed in SFY 2019, 2018 and 2017, totaling approximately $18,153,000. These ten loans were selected to be applied as additional security for anticipated WIFIA funding and were not included in the Environmental Assessment/ Finding of No Significant Impact, published in the Federal Register on February 23, 2018. However, all projects have been subject to a NEPA-like review in accordance with the Indiana State Environmental Review Policy. A summary of these ten loans and project descriptions is set forth in **Exhibit A-2.**

B. Loan Funds Disbursed

1) Disbursement Review Process
The Authority follows a rigorous disbursement review process for all SRF projects and will utilize the same process for WIFIA funded eligible projects. A summary of disbursements for closed loans is set forth in **Exhibit B.**

2) The Authority agrees to and will:

   a. Expend all monies in the SRF Funds (including any WIFIA assistance received) in an expeditious and timely manner in the same manner the Authority complies with 40 CFR 35.3115, Subpart K, and 40 CFR 35.3550(l), Subpart L;

   b. Establish fiscal controls and accounting procedures that are sufficient to assure proper accounting for all monies in the SRF Funds (including any WIFIA Assistance received);

   c. Require the Participants to maintain their accounts as separate accounts; and

   d. Enter into a Financial Assistance Agreement with each Participant to establish the terms and conditions of each such Participant's Financial Assistance (including any that receives monies made available through WIFIA Assistance).

C. Proposed WIFIA Funded Projects

Eight upcoming loans, totaling approximately $532,800,000 were subject to the Environmental Assessment/ Finding of No Significant Impact, published in the Federal Register on February 23, 2018, and are expected to close in the future. A summary of these proposed loans is set forth in **Exhibit C-1.**

Additionally, the Indiana SRF Loan Program proposes to finance one additional project, totaling $6,675,000 to be applied as additional security for WIFIA funding. This project is not included in the Environmental Assessment/ Finding of No Significant Impact, published in the Federal Register on February 23, 2018. However, the project will be subject to a NEPA-like review in accordance with the Indiana SERP. A summary of this project is set forth in **Exhibit C-2.**

Indiana Water Infrastructure and Innovation Act Program
Exhibit A-1
Summary of Closed Loans Selected for WIFIA Funding and Included in WIFIA Environmental Assessment (2/23/2018)

Borrower	Project Type	Project Name	Loan Amount	Loan Term	Population
Winchester	WW	Wastewater Treatment Plant Improvements	$ 1,600,000	20	4,935
Marshall	DW	New Elevated Storage Tank	$893,000	20	324
Schneider	WW	Improvements to the Treatment Plant and Main Lift station	$ 877,600	20	277
Hillsdale	DW	Water System Improvements	$ 1,141,000	20	742
Greentown	DW	Water System Improvements	$ 2,250,000	20	2,415
CWA Authority, Inc. 1	WW	Dig Indy Tunnel System (2018-2020)	$ 163,526,839	30	820,445
Jasonville	DW	New Wells	$ 1,200,000	20	4,147
Uniondale	WW	Wastewater Treatment Plant Improvements	$ 735,000	20	310
Warsaw	WW	Inflow and Infiltration correction	$ 9,463,000	35	13,559
Woodburn	WW	New Treatment plant	$ 7,163,000	20	1,520
Woodburn	WW	New Treatment plant	$ 402,000	35	1,520
Attica	WW	WWTP and LS improvements	$ 4,534,000	20	3,245
Shirley	WW	Collection system improvements due to I/I	$ 792,000	20	830
Greenwood	WW	New interceptors and lines for I/I correction	$ 29,137,000	35	8,750
Evansville	WW	Long Term Control Plan Implementation Projects (2019-2022)	$ 35,020,000	20	117,429
Delphi	DW	Expand WTP	$ 7,420,000	35	3,200
Crown Point	DW	new tank(s), pump station improvements, chlorination and looping	$ 9,181,383	20	30,000
Walkerton	DW	Replace WTP and make distribution system improvements	$ 7,184,000	20	2,262
Evansville	WW	Long Term Control Plan Implementation Projects (2019-2022)	$ 72,335,000	35	117,429
Greensburg	DW	New Water Treatment Plant	$ 22,715,000	20	12,000
			Total: $ 377,569,822		

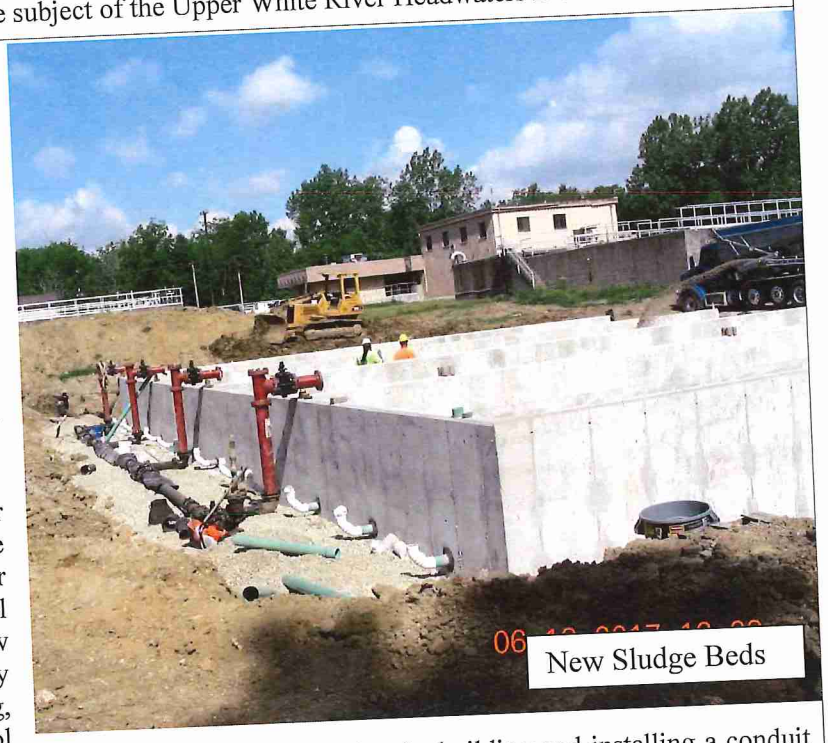
Summary of Loans Closed Selected for WIFIA Funding

Exhibit A-1 - Project Descriptions

WIFIA Participant: Winchester		Clean Water	
Loan Closing Date:	11/28/2016	Loan Amount:	$ 1,600,000
Affected Population:	4,935	NIMS Categories:	
Loan Term:	20 years	Advanced Treatment:	$ 1,600,000
Project Substantially Complete:	7/24/2017		

Environmental Benefit: The project will allow the system to meet phosphorus limits and control sludge production. The project will protect Sugar Creek which is the subject of the Upper White River Headwaters *E* coli TMDL.

Project Description:



The City of Winchester currently owns and operates a Class III activated sludge Wastewater Treatment Plant. The plant has several drying beds which have a less than optimal operational capacity and the plant is required to add a phosphorus removal process which will increase the overall sludge generation at the Wastewater Treatment Plant. Additionally, the Wastewater Treatment Plant's existing emergency diesel generator has served its useful life and needs to be replaced.

The proposed improvements to the Wastewater Treatment Plant include refurbishing the existing six drying beds and constructing four new beds, replacing the emergency diesel generator with a new diesel generator and a new concrete pad, removing the existing emergency generator's underground storage tank, piping, concrete pad, ventilation and electronic control system, replacing the motor control centers in the garage building and headworks building and installing a conduit along the western perimeter of the fence between the new motor control center in the garage and the new motor control centers in the headworks building.

The project will allow the system to handle the additional sludge that will be generated during the phosphorus removal process and allow the system to continue operations during a power outage.

WIFIA Participant: Marshall		Drinking Water	
Loan Closing Date:	12/15/2016	Loan Amount and Additional Subsidy:	$ 893,000
Affected Population:	324	NIMS Categories:	
Loan Term:	20 years	Storage:	$ 893,000
Project Substantially Complete:	4/29/2018		

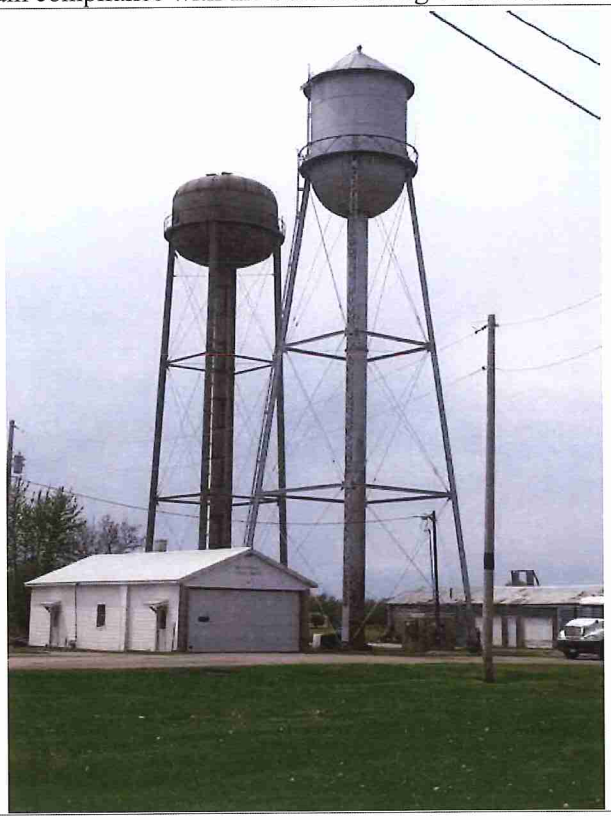
Public Health Benefit: Assists a compliant system to maintain compliance with the Safe Drinking Water Act.

Project Description:

The Town of Marshall's elevated water storage tank was erected in 1947 and is of riveted and welded steel construction with a waxed coating system. The tank was recently inspected and the results indicate that significant rehabilitation is required including several structural, safety and operational deficiencies.

The project will replace the town's existing elevated storage tank. The existing tank is undersized, aged, and does not provide adequate pressure; replacement will alleviate these issues.

With a low MHI and high user rates the Town of Marshall is considered to be a Disadvantaged Community per the Authority's 2017 IUP.



WIFIA Participant: Schneider		Clean Water	
Loan Closing Date:	12/15/2016	Loan Amount and Additional Subsidy:	$ 877,600
Affected Population:	277	NIMS Categories:	
Loan Term:	20 years	Advanced Treatment:	$ 640,411
Project Substantially Complete:	11/29/2018	Sewer System Rehab:	$ 237,189

Environmental Benefit: The project will allow the system to maintain compliance and protect the Kankakee River from further impairment. The project area is the subject of the Kankakee/ Iroquois River Watershed *E* coli TMDL.

Project Description:

The Town of Schneider's Wastewater Treatment Plant is in need of improvements to replace aging components and continue to meet the requirements of the Town's NPDES permit.

The Town plans to make needed improvements to the Wastewater Treatment Plant, as well as convert the main lift station to a submersible pump station by installing new pumps, a generator and a concrete valve vault.

Improvements to the treatment plant include installing a fine screen, replacing the rotor drive assembly in the oxidation ditch, replacing the clarifier drives, making repairs to the sludge process piping and valves, and replacing the emergency generator, return activated sludge (RAS)/ waste activated sludge (WAS) pumps, blowers and flow meter. At the main lift station, a valve vault will be added, the pumps will be replaced, the controls and alarms will be upgraded, and standby power will be provided.

These improvements will result in reduced maintenance, increased efficiency, and better operating conditions.

The Town of Schneider has an MHI below the Indiana average MHI. Without Additional Subsidization the user rates for this small community would have caused hardship.

WIFIA Participant: Hillsdale		Drinking Water	
Loan Closing Date:	3/9/2017	Loan Amount and Additional Subsidy:	$ 1,141,000
Affected Population:	742	NIMS Categories:	
Loan Term:	20 years	Treatment:	$ 434,169
		Transmission & Distribution:	$ 177,690
Project Substantially Complete:	5/16/2018	Source:	$ 153,237
		Storage:	$ 375,904

Public Health Benefit: Assists a noncompliant system to achieve compliance with the Safe Drinking Water Act.

Project Description:

The Hillsdale Water System has extensive issues with secondary contaminants including taste and odor complaints as well as numerous compliance issues including insufficient electrical system, lack of an emergency generator, insufficient storage, areas of low pressure and equipment past useful life.

The proposed project will complete improvements at the water treatment plant, including new vertical pressure filters, replacement of the existing gas chlorination system with an on-site sodium hypochlorite generation and chemical injection system and other various upgrades throughout the plant to improve treatment and operations. The project will also rehab the existing Well #2, abandon existing Well #1, construct a new water storage tank and make improvements to the South Booster Station, install flush hydrants in Hillsdale Village, replace/ install valves throughout the system.

Improvements to the existing infrastructure provide the Corporation with a sustainable, more reliable water system that meets IDEM requirements and improves the water quality for its customers. Providing additional storage and booster pumping in the north part of the system will improve pressure and allow the Corporation to supply its customers with water under high demand conditions. Additionally, installing new isolation valves throughout the system will allow the operator to shut off smaller sections of the distribution system during maintenance that will reduce the number of customers affected.

The average annual post project user rate in the Hillsdale Water System exceeds 1 percent of the community's Median Household Income, thus making the project eligible for Additional Subsidization as a Disadvantaged Community.

WIFIA Participant: Greentown		Drinking Water	
Loan Closing Date:	6/19/2017	Loan Amount and Additional Subsidy:	$ 2,250,000
Affected Population:	2,415	NIMS Categories:	
Loan Term:	20 years	Treatment:	$ 448.557
		Transmission & Distribution	$ 668,901
Estimated Substantial Completion:	Dec 2021	Source:	$ 1,132,542

Public Health Benefits: Assists a compliant system to maintain compliance with the Safe Drinking Water Act.

Project Description:

The Town of Greentown water system faces many challenges which include necessary rehabilitation at all wells four system wells, necessary rehabilitation at the water treatment plant due to aging components, aging water main leading to water main breaks and water loss issues, existing dead end mains which are causing pressure issues, and necessary rehabilitation at both water storage tanks in the system.

The proposed project will: improve and replace multiple components at the Water Treatment Plant, replace existing water main along SR 213, complete looping of dead end mains in two areas, abandon existing Well #3, rehabilitate existing Well #1 and existing Well #2, activate existing Well #4, install and activate new Well #5 including a standby generator, install Well #6 (capped for future use), install associated raw water main, and install SCADA equipment throughout the system. The project also includes the expenses associated with the investigatory work on the existing water supply/ wellfields completed prior to the submittal of the Preliminary Engineering Report.

The proposed project will improve system pressures and flows, meet the capacity needs of the system, replace undersized and aged components, improve water quality, and decrease operation challenges.

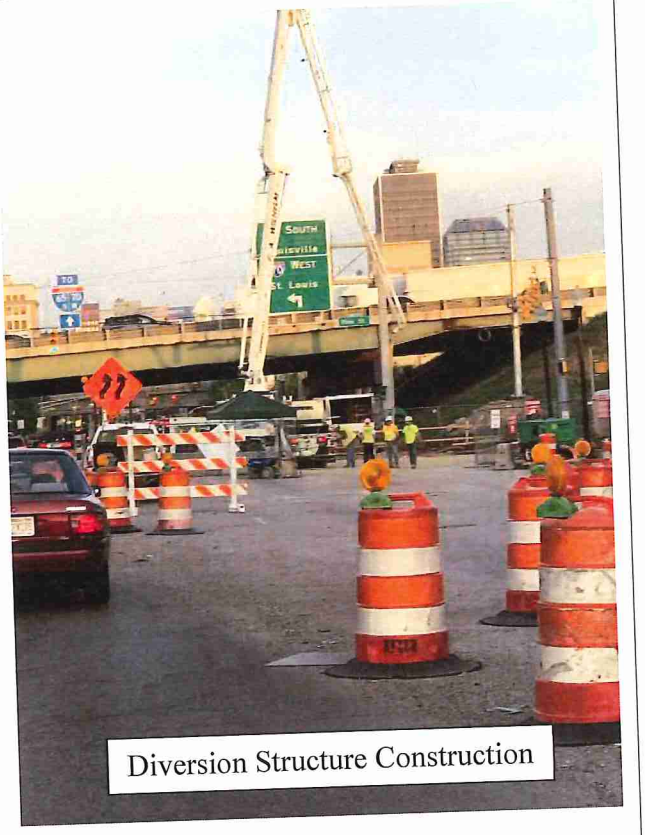
With a high monthly rate and an MHI lower than the State Median, the Town of Greentown is defined as a Disadvantaged Community.

WIFIA Participant: CWA Authority, Inc. 1		Clean Water	
Loan Closing Date:	7/21/2017	Loan Amount:	$163,526,839
Affected Population:	820,445	NIMS Categories:	
Loan Term:	30 years	CSO Correction:	$163,526,839
Project Substantially Complete:	6/13/2019		

Environmental Benefits: The project will reduce combined sewer events to White River which is listed for high levels of *E. coli* and impaired biotic communities and will allow Citizens Water Authority to meet the requirements of their long term control plan. The project area is the subject to the West Fork White River Watershed *E. coli* Total Maximum Daily Load Report (TMDL).

Project Description:

CWA Authority, Inc. is implementing the DigIndy project as part of the City of Indianapolis' Long Term Control Plan and federally-mandated Consent Decree. The tunnel system will reduce the amount of combined sewer overflow contaminants discharged into Marion County waterways. The DigIndy project includes the Upper Pogues Run CSO Abatement project, which will capture and store wet weather flow from the existing sewer system and reduce the volume of combined sewer overflow from nine existing CSO outfalls sent to the Upper Pogues Run waterway.



Diversion Structure Construction

The Upper Pogues Run CSO Abatement project includes the construction of the Brookside Park Storage Tank, which includes a new 2 million gallon deep shaft-style slurry wall and shotcrete storage tank, equipment building, diversion structure, and appurtenances. The project also includes associated consolidation sewers, dewatering pump stations and force main piping in the Brookside Park project area.

The Forest Manor Park Storage Tank component of the Upper Pogues Run CSO Abatement project was approved separately on June 9, 2017, and included the tank only. This project includes the equipment building, diversion structure, appurtenances, and associated piping and pumping for the Forest Manor Park project area.

The City's Consent Decree mandates that the proposed system be sized for 97% capture for Fall Creek watershed and 95% capture for all other watersheds during a typical year. Due to value engineering and optimization storage capacity has increased resulting in 99% full system capture and a maximum of 2.6 overflow events per year per watershed on the average. Therefore, the DigIndy Tunnel Program qualifies as a Climate and Extreme Weather Resiliency green project based on its design to perform beyond the minimum design standards in anticipation of climate change.

WIFIA Participant: Jasonville		Drinking Water	
Loan Closing Date:	8/30/2017	Loan Amount:	$ 1,200,000
Affected Population:	4,147	NIMS Categories:	
Loan Term:	20 years	Source:	$ 1,200,000
Project Substantially Complete:	6/2/2018		

Public Health Benefit: Assists a noncompliant system to achieve compliance with the Safe Drinking Water Act.

Project Description:

The Indiana Department of Environmental Management has determined the City's water supply system as Groundwater Under the Direct Influence of Surface Water. Wells under the direct influence of surface water that do not receive adequate treatment represent a risk for waterborne disease outbreak.

This Phase II project will install a new well field which includes two new drinking water supply wells, an emergency generator, modifications to existing wells to enable variable frequency drive (VFD) control, and associated components to assure access and security.

The Phase I project included a chlorine disinfection facility to provide treatment of the existing water supply, and Phase II proposes a new well field to serve as a stand-alone water source and work in conjunction with the existing wells. The projects are required by IDEM to ensure reliable drinking water to Jasonville customers.

WIFIA Participant: Uniondale		Clean Water	
Loan Closing Date:	12/15/2017	Loan Amount and Additional Subsidy:	$ 735,000
Affected Population:	310	NIMS Categories:	
Loan Term:	20 years	Secondary Treatment:	$ 735,000
Project Substantially Complete:	3/11/2019		

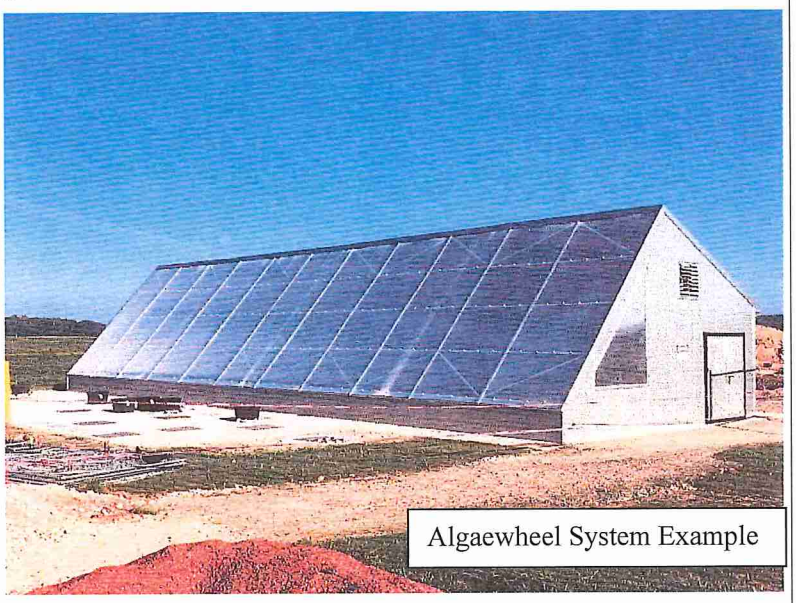
Environmental Benefits: The project will reduce the discharge of ammonia, nitrogen and phosphorus to Griffin Ditch. The project area is the subject of the Wabash River Watershed *E. coli* Nutrients TMDL and the Upper Wabash River watershed management plan.

Project Description:

The Town of Uniondale's Wastewater Treatment Plant does not meet ammonia-nitrogen and phosphorus limits that have been added to the Town's NPDES permit.

The selected project includes the clean closure of the existing rapid sand filters and the construction of an Algaewheel Treatment System and ultra-violet disinfection system.

The project is necessary to meet current and future effluent limits required by the Town's NPDES permit.



Algaewheel System Example

The population of Uniondale is small and not increasing, and the unemployment rate is much higher than the State unemployment rate. The approved user rate after Additional Subsidization is $87 per month. Without Additional Subsidization the user rates for this community could lead to hardship for residents.

WIFIA Participant: Warsaw		Clean Water	
Loan Closing Date:	12/15/2017	Loan Amount:	$ 9,463,000
Affected Population:	13,559	NIMS Categories:	
Loan Term:	35 years	Sewer System Rehabilitation:	$ 9,463,000
Estimated Substantial Completion:	Oct 2019		

Environmental Benefits: The project will reduce sewer collapse incidents and potential sanitary sewer overflows to the Tippecanoe River watershed as a result of sewer collapse. The project area is the subject of the Upper Tippecanoe River watershed management plan.

Project Description:

In recent years the City of Warsaw collection system has experienced several structural collapses. The City has been actively pursuing improving the structural integrity of their sanitary sewer collection system and investigating inflow and infiltration issues in the collection system.

The proposed sewer rehabilitation project includes: cleaning and televising of sanitary sewers ranging in size from 6-inches to 48-inches; lining existing sewers utilizing cured-in-place-pipe methods; replacing undersized sanitary sewers; reinstating all impacted laterals; removing protruding laterals; and rehabilitating over 200 manholes.

This project will reduce infiltration and inflow in the sewer system during wet weather events and prevent future sewer collapses which pose a potential safety issue to the residents of Warsaw.

All components of the Warsaw project are eligible for the Indiana Extended Term Financing Program, and the loan closed with a 35-year term.

WIFIA Participant: Woodburn		Clean Water	
Loan Closing Date:	12/15/2017	Loan Amount A and Additional Subsidy: Loan Amount B:	$ 7,163,000 $ 402,000
Affected Population:	1,520	NIMS Categories:	
Loan Term A: Loan Term B:	20 year 35 year	Secondary Treatment: New Sanitary Sewer:	$ 7,163,000 $ 402,000
Estimated Substantial Completion:	Feb 2020		

Environmental Benefits: The project will reduce the discharge of ammonia, nitrogen and phosphorus to the Marsh Ditch. The project area is the subject of the St Mary's River and Maumee River Watershed impaired biotic communities and *E. coli* TMDL and the Upper Maumee watershed management plan

Project Description:
The existing Wastewater Treatment Plant in the City of Woodburn does not meet ammonia-nitrogen limits added to the City's NPDES permit. The current plant is also unable to meet phosphorus limits expected to be included in the next permitting cycle. In addition, homes located on State Road 101 are utilizing individual septic systems that are determined to be failing.

The Wastewater Treatment Plant Improvements project includes: upgrading the existing influent lift station and adding variable frequency drives; constructing a headworks facility with mechanical bar screen; constructing a two-channel oxidation ditch with return activated sludge/waste activated sludge pumping station; constructing two 35-foot diameter secondary clarifiers; constructing two aerobic digesters; constructing a sludge dewatering building containing a dewatering dumpster; installing a cascade post aeration system; installing an alum chemical feed and storage facility; installing an effluent pumping station; installing sodium hypochlorite metering pumps with storage tank and sodium bisulfite metering pumps for existing disinfection system; and removing sludge and performing a clean closure of lagoons #2 and #3.

The S.R. 101 Sanitary Sewer Extension project includes: installing 650 feet of 6-inch service laterals; installing 1,459 feet of 2-pressure sewer; installing nine 8-inch by 6-inch wyes; installing four grinder pump stations, connections and 1½ -inch corporation stop & check valve assemblies; and restoring the site.

The oxidation ditch plant was selected since it can effectively remove ammonia-nitrogen and meet all current NPDES effluent limits including being able to remove phosphorus when the phosphorus limit will be imposed in the next permit cycle. The proposed sewer extension project will eliminate the failed residential septic systems on S.R. 101 as well as a few homes near its intersections with Maumee Center Road.

Components of the Woodburn project are eligible for the Indiana Extended Term Financing Program. Loan B consists of sewer extension projects and has a 35-year term.

The population of Uniondale is small and not increasing significantly and the unemployment rate is much higher than the State unemployment rate. The approved user rate after Additional Subsidization is $73 per month. Without the provided Additional Subsidization the user rates for this community would lead to hardship for residents.

WIFIA Participant: Attica		Clean Water	
Loan Closing Date:	2/20/2018	Loan Amount:	$ 4,534,000
Affected Population:	3,245	NIMS Categories:	
Loan Term:	20 years	Advanced Treatment:	$ 3,362,802
		New Interceptors:	$ 238,157
Project Substantially Complete:	11/27/2018	CSO Correction:	$ 933,041

Environmental Benefits: The project will reduce combined sewer outfall events to the Wabash River which is listed for high levels of *E. coli*, nutrients, low dissolved oxygen and low pH. The project area is the subject of the Wabash River Watershed *E. coli* and Nutrients TMDL.

Project Description:

The City of Attica is under an Agreed Order implement Phase II of its CSO LTCP, which will reduce the amount of untreated sewage being discharged to the Wabash River from combined sewer overflows. Additionally the wastewater treatment process will need to be improved to meet the existing ammonia limits and the proposed phosphorus limits in the City's NPDES permit and multiple components of the existing system are at the end of their useful life and need to be replaced.

The collection system will be improved by replacing the existing Yount Street lift station with a new duplex lift station of same capacity with submersible pumps, controls, portable generator connection and automatic transfer switch. The new lift station will improve reliability, allow safe access for maintenance staff, and provide backup power capability.

The wastewater treatment facility will be improved by implementing Phase II recommendations within Attica's CSO Long Term Control Plan, improving ammonia treatment to reduce the chance of discharge permit violations, adding phosphorus treatment capability, and replacing or removing aging and failing components. The facility will maintain treatment capacity, and will be converted to an activated sludge oxidation ditch process.

The project will allow Attica to meet NPDES permit requirements, comply with the community's exiting CSO LTCP.

WIFIA Participant: Shirley		Clean Water	
Loan Closing Date:	9/20/2018	Loan Amount:	$ 792,000
Affected Population:	830	NIMS Categories:	
Loan Term:	20 years	Sewer System Rehabilitation:	$ 792,000
Estimated Substantial Completion:	Sept 2019		

Environmental Benefits: The project will allow the system to achieve requirements. The project will protect Smith Ditch, which flows to the Lower Big Blue River. While Smith Ditch has no recorded impairments, The Lower Big Blue River is listed for high levels of *E. coli* on the Indiana 303(d) list. The project area is the subject of the Lower Big Blue River Watershed *E. coli* TMDL.

Project Description:

The Town of Shirley currently operates a Class I-SP controlled discharge waste stabilization lagoon plant. Operations are difficult due to the restrictions of the controlled discharge and the current average daily flow rate exceeding the permitted flow of the plant. The Shirley sanitary collection system experiences inflow/infiltration (I/I) due to the age and condition of a majority of the sewer mains. Televising has revealed conditions that need corrective action such as replacement in three locations and lining of several more. The Town has been issued a Sewer Connection Ban notice by IDEM.

The Wastewater Collection System Improvements project includes a new mechanical screen at the influent lift station, extensive lining of the existing 8 to 12-inch diameter sanitary sewers, installation of sanitary sewer with associated manholes and wyes, installation of approximately 180 linear feet of 12-inch storm sewers and the rehabilitation of three manholes. This project is utilizing fund from the Indiana Office of Community and Rural Affairs to complete improvements at the treatment plant.

The collection system work will reduce the amount of infiltration/inflow into the sanitary sewer system, which will help prevent wastewater treatment plant discharge violations. The mechanical screen will help to prevent blockages and damage to the influent lift station pumps.

WIFIA Participant: Greenwood		Clean Water	
Loan Closing Date:	11/20/2018	Loan Amount:	$ 29,137,000
Affected Population:	8,750	NIMS Categories:	
Loan Term:	35 years	New Interceptors:	$ 29,137,000
Estimated Substantial Completion:	Oct 2020		

Environmental Benefits: The project allows the system to achieve compliance with current requirements. The project will improve Honey Creek, Turkey Pen Creek and West Fork White River. The West Fork White River is listed for high levels of *E. coli* and free cyanide on the Indiana 303(d) list. The project area is the subject of the West Fork White River-Owen County Tributary Watershed *E. coli* TMDL.

Project Description:

The City of Greenwood is experiencing backups and overflows in existing interceptors and the older downtown areas. In 2011, Greenwood entered into an Agreed Order with IDEM following an overflow into a local creek at the Lone Pine Farms Lifts station. Since entering into the Agreed Order the city has been implementing an approved Compliance Plan to investigate and reduce I/I in the system. Investigations have shown that, due to I/I in the older sections of the system surcharging sometimes occurs in the Pleasant Run Interceptor during wet weather events. This surcharging causes flow to backup further upstream and keeps sewer flow from exiting the system effectively.

The Western Regional Interceptor project involves adding an additional interceptor on the western side of Greenwoods Wastewater System. The interceptor project consists of gravity sewers, providing the greatest benefit to the City, and lowering operation and maintenance costs, by the abandonment of several lift stations in White River Township. The abandoned lift stations will be converted to flow-through manholes, and two force mains will be rerouted to connect into the proposed system. One of these force mains is the proposed 24-inch diameter force main from the existing Lone Pine Farms Lift Station, which will be connected to the El Dorado lift station wetwell, which will be converted into a flow-through manhole. The second is the existing 8-inch diameter force main from the Wakefield lift station on Smith Valley Road, which will be rerouted to the proposed interceptor. The project also includes connecting to the Citizens Energy Group existing South Marion County Regional Interceptor and the installation of a flow meter.

This project will relieve the flows in the already congested Pleasant Run Interceptor by redirecting the flow from the lift stations in White River Township to the new interceptor, thus greatly reducing the potential for backups and overflows in the Pleasant Run Interceptor and older downtown areas. Additionally, the project will allow for service to the proposed I-69 corridor, provide service to existing developments which currently do not have a service available and/or have failing septic systems, allow for continued development in the project area, and ultimately correct the imbalance of wastewater flows in the system.

By rehabilitating existing sewers at the end of their useful life, the project has received a 35-year loan term through the Indiana Extended Term Financing program. The project meets Green Project Reserve criteria by converting lift stations to manholes and making the system more energy efficient.

WIFIA Participant: Evansville		Clean Water	
Loan Closing Date:	12/4/2018	Loan Amount A: Loan Amount B:	$ 35,020,000 $ 72,335,000
Affected Population:	117,429		
Loan Term Loan A: Loan Term Loan B:	20 years 35 years	NIMS Categories: CSO Correction:	 $107,355,000
Estimated Substantial Completion:	July 2021		

Environmental Benefits: The project will design a project meant to reduce combined sewer overflows to the Ohio River which is listed for high levels of *E. coli* and dioxins. The project area is the subject of the ORSANCO Ohio River Bacteria TMDL and the Ohio River Dioxin TMDL.

Project Description:

The City of Evansville is under federal order (Consent Decree) by the US Department of Justice that requires Evansville Water and Sewer Utility to develop and implement an Integrated Overflow Control Plan (IOCP). The IOCP establishes specific projects and schedules, including ten individual control measures that will dramatically reduce the number of combined sewer overflows that occur. The proposed project consists of:

East Wastewater Treatment Plant Effluent Pump Station - The East Wastewater Treatment Plant effluent pump station project will construct a 40 MGD East Wastewater Treatment Plant effluent pump station at Sunrise Park, associated conveyance piping and structures, cascade outfall, cured-in-place pipe lining and slip in place pipe lining of existing conveyance piping, electrical power distribution, and associated site landscaping and restoration work.

West Wastewater Treatment Plant Improvements and Storage Basin - The West Wastewater Treatment Plant improvements project will increase the peak flow capacity to 45 MGD and includes influent pump station improvements, new grit removal and handling facilities, an expansion of the existing biological aerated filtration (BAF) system, a BAF laboratory expansion, the addition of a chemical phosphorous removal system, a new ultraviolet disinfection facility, a new high-pressure plant water pump station, main building renovations, tunnel crack repair, effluent yard piping, site work, and plant electrical improvements.

The Wastewater Treatment Plant storage basin project includes a 6.1 MGD storage basin located at the West Plant site, screens and wet weather diversion to serve both the storage basin and the West Plant, influent yard piping, relocation of existing drainage piping, and a new entry way to the West Plant.

East Wastewater Treatment Plant Equipment Purchase - The project also includes the acquisition of equipment required for the upcoming east wastewater treatment plant expansion project. Equipment to be purchased includes stop gate frames and plates, precast trench covers, screens, air grids, media, nozzles, gates, site glasses, manways, pressure and sample ports, air compressors, valves, blowers, pumps, and instrumentation equipment.

The purpose for these projects is to address the requirements of Evansville's Consent Decree with the Indiana Department of Environmental Management and the Environmental Protection Agency, as well as the Utility's Sanitary Master Plan. The Consent Decree requires the Utility to develop and implement an Integrated Overflow Control Plan to address sewer system overflows and to develop and implement measures to properly operate and maintain the sewer systems and Wastewater Treatment Plant. By modifying influent pumps the project results in a more energy efficient system and meets Green Project Reserve criteria. This project for compliance with Long Term Control Plan requirements meets the policy guidelines of the Indiana Extended Term Program and Useful Life analysis has proven the project components have a useful life longer than the 35-year loan term.

WIFIA Participant: Delphi		Drinking Water	
Loan Closing Date:	12/12/2018	Loan Amount:	$ 7,420,000
Affected Population:	3,200	NIMS Categories: Treatment: Transmission & Distribution:	 $ 964,600 $ 1,130,000
Loan Term:	35 years	Source:	$ 445,200
Estimated Substantial Completion:	Jul 2021	Storage:	$ 4,897,200

This Project:
Assists a noncompliant system to achieve compliance with the Safe Drinking Water Act.

Project Description:

The City of Delphi must increase the firm capacity of its water system due to decreasing water levels in the existing aquifer, as a result of adjacent mining operations. In addition the presence of high levels of hydrogen sulfide in two of the production wells provide distasteful sulfur smelling water and are not currently used unless there is high demand or emergency. The City only has the ability to maintain its current level of service and cannot take its existing water storage tanks out of service in order to perform necessary maintenance and the system continues to have a shortage of sufficient water supply.

The Capital Drinking Water Improvements Phase I project includes:

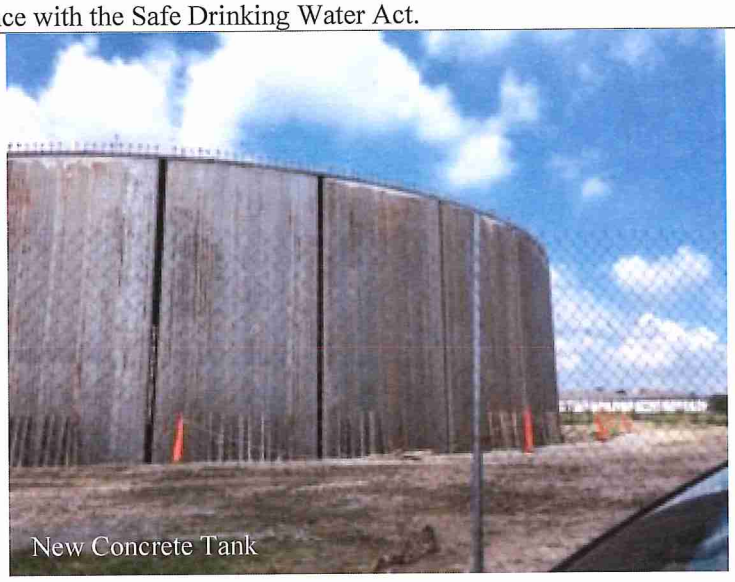
- Construction of new Well 7 and associated water main,
- Construction of a new water storage tank,
- Construction of a new booster station,
- Installation of hydrogen sulfide removal equipment, and
- Installation of water main from existing Well 3 to existing Well 5.

The project will result in additional capacity, remove secondary contaminates, and install additional water storage to allow for rehabilitation of the system's existing storage tanks. By rehabilitating existing infrastructure that is past useful life, this project received a 35-year term through the Indiana Extended Term Financing program.

WIFIA Participant: Crown Point		Drinking Water	
Loan Closing Date:	12/14/2018	Loan Amount:	$ 9,181,383
Affected Population:	30,000	NIMS Categories:	
Loan Term:	20 years	Transmission & Distribution:	$ 4,498,877
Estimated Substantial Completion:	Mar 2020	Storage:	$ 4,682,506

This Project:
Assists a compliant system to maintain compliance with the Safe Drinking Water Act.

Project Description:


New Concrete Tank

Three of the City of Crown Point's existing water tanks are in need if rehabilitation but are integral components in the distribution system and currently cannot be taken offline. Additionally, the City is in need of additional storage in the distribution system. In the distribution system, the existing pumping station at 96th Street needs pumps with higher energy and operation efficiencies. The distribution system includes dead ends that cause stagnation, low pressure areas, and inconsistent chlorine residual levels. The system also has three identified Isolated System Areas with limited supply lines. The older areas of the City are also at higher risk of lead/copper components, and breaking infrastructure.

The project will rehabilitate five existing water storage tanks, construct two additional water storage tanks to add 4 MG of storage to the system, install mechanical mixers to two storage tanks, construct two new booster stations and upgrade two existing booster stations, install four chlorine dosing stations, install new water main/ upsize water main in areas to loop dead ends in the distribution system solve the problems in Isolated System Areas.

The proposed improvements to the existing drinking water system provide Crown Point with water that is of adequate quantity and pressure, improving both reliability and efficiency in the system. By including and documenting green components in this project, Crown Point is eligible for the Indiana Green Project Reserve incentive program.

WIFIA Participant: Walkerton		Drinking Water	
Loan Closing Date:	12/20/2018	Loan Amount and Additional Subsidy:	$ 7,184,000
Affected Population:	2,262	NIMS Categories:	
Loan Term:	20 years	Treatment:	$ 5,316,160
Estimated Substantial Completion:	June 2020	Transmission & Distribution:	$ 1,580,480
		Source:	$ 287,360

This Project:
Assists a compliant system to maintain compliance with the Safe Drinking Water Act.

Project Description:

The Town of Walkerton's existing filtration facility and productions wells were commissioned in the late 1950s and early 1960s. Other than necessary maintenance associated works, no major upgrades, and/or improvements have occurred in that time. IDEM's inspection of the Town's filtration facility has noted concerns, which are mostly related to age of the facility.

The Walkerton Water Filtration Facility Project includes:

- Construction of a new gravity filtration plant at the North Industrial Park,
- Extension and amendments to raw water main from existing wells to the new water plant,
- Installation of updated telemetry monitoring for the existing water towers and SCADA to automate operation of the facility,
- Construction of a new well and associated water main,
- Upsizing water main along US Highway, and Washington Street, and
- Installation of new water main to connect a current dead end main on Harrison Street to the existing water main on US Highway.

The proposed project will improve water service and reliability to the customers. Upsizing the water mains will improve distribution system performance. The town's water supply and treatment facilities have been in continuous service since the early to mid-1960s, and are in need of replacement. Updates for SCADA are recommended for the storage facilities and wells, which will allow for remote monitoring and/or control of the facilities.

The Town of Walkerton meets the Indiana definition of a disadvantaged community because the Town's current rates exceed $45.00 per month and the Town has an average annual residential post project user rate that would exceed one-percent of the Participant's Median Household Income. Therefore Walkerton received additional subsidization on their project, to avoid increases in local rates

WIFIA Participant: Greensburg		Drinking Water	
Loan Closing Date:	6/11/2019	Loan Amount:	$ 22,715,000
Affected Population:	12,000	NIMS Categories:	
Loan Term:	20 years	Treatment:	$ 22,715,000
Estimated Substantial Completion:	Dec 2021		

This Project:
Assists a compliant system to maintain compliance with the Safe Drinking Water Act.

Project Description:

Greensburg operates two existing surface water treatment plants, both are in poor condition and are in need of rehabilitation or replacement to continue to provide safe, reliable drinking water through the 20-year planning period. In addition, the existing surface water treatment plants have a lack of redundancy, inadequate chemical feed facilities and near- and long-term capacity concerns.

The project includes the construction of a new surface water treatment plant including two rapid mix structures, two solids contact clarifiers, eight gravity filters, four high service pumps, and a finished water storage tank. Chemical feed facilities are proposed to include powder activated carbon, coagulant (alum), sodium hypochlorite and fluoride. A new treatment building is proposed to house the filters and chemical feed facilities. The new surface water treatment plant is proposed to be constructed while the existing treatment plants remain in service. Once the proposed surface water treatment plant is completed, accepted, placed into service, and operated for a period of time, then the existing surface water treatment plants will be decommissioned and demolished.

The proposed project will ensure safe drinking water for the future and allow flexibility in addressing the needs of Greensburg.

Indiana Water Infrastructure and Innovation Act Program

Exhibit A-2

Summary of Closed Loans Selected for additional security to WIFIA Funding[1]

Borrower	Project Type	Project Name	Loan Amount	Loan Term	Population
Montpelier	WW	LTCP Compliance	3,434,000	20	1,805
Montpelier	WW	LTCP Compliance	1,722,000	25	1,805
Fort Wayne	DW	System Improvements	7,500,000	30	250,000
Watson Water Company, Inc.	DW	System Improvements	1,060,000	20	15,750
Bargersville	DW	System Improvements	621,107	20	29,748
Paragon	WW	Permit Compliance	618,600	20	659
Bunker Hill	WW	Permit Compliance	1,491,000	20	888
Chesterton	WW	Discharge Compliance	209,000	20	13,068
St. Joseph County RWSD	WW	Failing Septic Tank Elimination	200,000	20	10,614
Luce Township RSD	WW	Failing Septic Tank Elimination	1,297,000	20	2,000
			Total: $ 18,152,707		

1. These projects were not included in the February 2018 Environmental Assessment/ Finding of No Significant Impact for the Indiana WIFIA application. However, the projects were subject to the Indiana State Revolving Fund, NEPA-like State Environmental Review Process (SERP).

Summary of Loans Closed Selected for WIFIA Additional Assurance

Exhibit A-2 - Project Descriptions

WIFIA Participant: Montpelier		Clean Water	
Loan Closing Date:	6/19/2019	CWSRF Loan Amount A: CWSRF Loan Amount B:	$ 1,722,000 $ 3,434,000
Affected Population:	1,805	NIMS Categories:	
Loan Term A: Loan Term B:	25 years 20 years	Advanced Treatment: Inflow/ Infiltration:	$ 3,434,000 $ 1,722,000
Estimated Substantial Completion:	June 2021		

Environmental Benefits: The system is currently meeting requirements. The project will protect Lower Salamonie River, which is currently meeting standards. The project area is the subject of the Lower Salamonie River Watershed Management Plan.

Project Description:

The City of Montpelier WWTP operates a combined sewer system. The system has significant levels of I/I at existing overflow control structures as well as in the main interceptor line to the WWTP. The current treatment facility does not have a disinfection treatment process and the existing combined sewer overflow structures lack the ability to accurately meter flow or prevent backflow to the Salamonie River. These issues have led to the City entering into an Agreed Order with IDEM.

To correct these issues the Phase I of the Montpelier Long Term Control Plan includes:

- Rehabilitation of approximately 5,100 lineal feet of 15 inch diameter interceptor by Cured in Place Piping (CIPP);
- Raising and lining approximately 25 manholes;
- Installing approximately 2,500 lineal feet of new force main from the West Henderson Street (Standard Oil) Lift Station to the WWTP headworks;
- Improvements at the combined sewer overflow (CSO) outfalls including replacement of the tide gate valves and flow meters and installation of a SCADA control system;
- Construction of improvements at the Wastewater Treatment Plant (WWTP) including:
  - The installation of new chlorine gas disinfection system and sulphur dioxide dechlorination facilities;
  - Modifications to the influent piping into both lagoons;
  - Dredging of both lagoons to allow for the influent pipe modifications;
  - Upgrade of the Headworks Lift Station to allow for a peak pumping capacity of 1 MGD. The improvements include a larger wet well, installation of 2 new pumps, a new emergency backup generator, and installation of a SCADA control system.

The proposed project will allow the City to return to compliance in accordance with the Agreed Order. The existing CSO structures currently lack the ability to accurately meter flow as well as prevent backflow from the Salamonie River. The proposed project will also improve the existing WWTP and rerate the existing lagoons.

This project is for compliance with Long Term Control Plan requirements and therefore portions of the project received a 25-year loan term through the Indiana Extended Term Program. By installing energy efficient variable frequency drives, this project also meets Green Project Reserve criteria.

WIFIA Participant: Fort Wayne		Drinking Water	
DWSRF Loan Closed:	August 8, 2019	DWSRF Traditional Loan A:	$ 7,500,000
Affected Population:	250,000	NIMS Categories:	
Loan Term A:	30 years	Transmission & Distribution:	$ 7,500,000
Estimated Substantial Completion:	August 2021		

This Project:

Provides citizens with reliable drinking water supply, not compliance related.

Project Description:

The City of Fort Wayne operated a large, aging system. Elevated storage tanks have been inspected and found in need of rehabilitation, they distribution system is in need of looping to improve water pressure, and blending is required to reduce secondary contaminate concerns. Additionally, the distribution system includes lead service lines to existing homes that the city wishes to remove to protect public health.

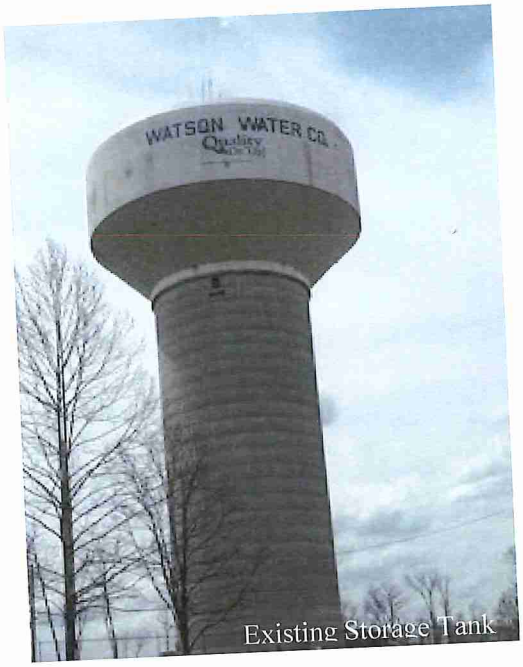
- Improvements at the three Rivers Filtration Plant and the St. Joe dam facilities to replace equipment at the end of its useful life and provide imperative upgrades to the existing equipment and systems to improve operations and increase efficiency,
- Installation of a lime sludge force main to convey lime sludge to the bio-solids facility and relocate water main in conflict with the new lime sludge force main,
- Removal of 1,381 lead service lines,
- Replacement of miles water main and associated valves and hydrants. This project includes some century-old water main, installed in the 1920s,
- Installation of water pipe to loop the distribution system in three areas,
- Rehabilitation of the West Tank and the Southwest Tank,
- Installation of two new groundwater wells,
- Inspection, cleaning, televising, and rehabilitation of the two raw water mains and associated valves that supply water from the St Joe Dam to the Three River Filtration Plant.

The project will improve operations throughout the Fort Wayne water system by removing aging infrastructure, eliminating potential sources of lead in the distribution system, improving water pressure and quality by removing dead-ends in the system, maintain storage capacities, create a source to allow for groundwater blending with the current surface water supply at times when taste and odor concerns require attention.

WIFIA Participant:	Watson Water Co.	Drinking Water	
Loan Closing Date:	12/12/2018	Loan Amount:	$ 1,060,000
Affected Population:	15,750	NIMS Categories:	
Loan Term:	20 years	Transmission & Distribution:	$ 1,060,000
Estimated Substantial Completion:	Oct 2019		
Environmental Benefit: Increase System Efficiency and Reliability			

Project Description:

The Watson Rural Water Company Inc. serves residential, commercial and industrial customers within the Town of Utica, the unincorporated community of Watson and portions of Charlestown, Jeffersonville, and Utica Township. Many system components, including wells, storage, and transmission lines are reaching the end of useful life and in need of rehabilitation.



Existing Storage Tank

The project is necessary to meet required capacity of the service area.

The water system improvements projects includes:

- Installation of transmission main to serve an existing elevated storage tank,
- Installation of a new booster pump, to provide adequate pressure to pump water purchased from Indiana American Water into an existing elevated storage tank,
- Installation of water main along Salem Nobel and High Jackson Roads,
- Installation of new water main to improve service in the Town of Utica,

The project is needed to provide adequate supply, and distribution of potable water to existing and future customers of the Watson Rural Water Company. During periods of peak usage, the system could experience low tank levels and line pressures, which cause a potential risk to public health if the projects were not constructed. The projects will also replace existing facilities that are nearing the end of their useful life. By rehabilitating existing infrastructure that is past useful life, this project received a 35-year term through the Indiana Extended Term Financing program.

WIFIA Participant:	Bargersville	Drinking Water	
Loan Closing Date:	11/9/2007	Loan Amount:	$ 621,107
Affected Population:	29,748	NIMS Categories:	
Loan Term:	20 years	New Collector Sewers:	$ 621,107
Project Substantially Complete:	9/26/2008		
Environmental Benefit: Increase System Efficiency and Reliability			

Project Description:

The project provided sanitary sewer service to the Tremont Subdivision, containing failing septic systems which have exceeded their useful life and need replacement. A church located between Tremont Drive and State Road 135 on the north side of County Road 600 N was also be served. The Project installed 4,400 feet of 8-inch PVC sanitary sewer, 26 manholes, 2 grinder pumps on two properties and 41 service connections.

WIFIA Participant:	Paragon	Clean Water	
Loan Closing Date:	6/27/2012	Loan Amount:	$ 618,600
Affected Population:	659	NIMS Categories:	
Loan Term:	20 years	Advanced Treatment:	$ 389,350
Project Substantially Complete:	6/27/2012	Infiltration/ Inflow:	$ 229,250
Environmental Benefit: Discharge Compliance			

Project Description:

Project consists of refunding the Town of Paragon's outstanding Sewage Works Revenue Bonds of 2012.

The Original project was to improve the Town's collection system and wastewater treatment plant to meet current capacity, alleviate hydraulic overloading at the plant and improve inflow and infiltration issues throughout the collection system.

WIFIA Participant:	Bunker Hill	Clean Water	
Loan Closing Date:	6/17/2014	Loan Amount:	$ 1,491,000
Affected Population:	888	NIMS Categories:	
Loan Term:	20 years	Advanced Treatment:	$ 1,491,000
Project Substantially Complete:	6/17/2014		
Environmental Benefit: Discharge Compliance			

Project Description:

To refund the Political Subdivision's Sewage Works Revenue Bonds, Series 2005, including accrued interest as of June 17, 2014 and to refund, the Political Subdivision's Sewage Works Revenue Bonds, Series 2007

The Original project was to complete improvements at the Bunker Hill WWTP to replace aging components and improve operations.

WIFIA Participant:	St. Joseph RWSD	Clean Water	
Loan Closing Date:	1/26/2017	Loan Amount:	$ 200,000
Affected Population:	10,614	NIMS Categories:	
Loan Term:	20 years	New Collector Sewers:	$ 200,000
Estimated Substantial Completion:	1/27/2017		
Environmental Benefit: Failing Septic Tank Elimination			

Project Description:

To refund the Political Subdivision's obligations in connection with Granger Sub-District No. 1 Area Sewage Works Refunding Bond Anticipation Note of 2013.

The original project eliminated failing septic systems in the Granger sub district by installing a low pressure sanitary sewer system, lift station and force main to extend service to Elkhart, Indiana.

WIFIA Participant:	Chesterton	Clean Water	
Loan Closing Date:	7/27/2015	Loan Amount:	$ 209,000
Affected Population:	13,068	NIMS Categories:	
Loan Term:	20 years	New Collector Sewers:	$ 209,000
Project Substantially Complete:	8/10/2016		

Environmental Benefits: Project allows Fox Chase Farms to achieve compliance and meet the goals of the Little Calumet River Total Maximum Daily Load Report (TMDL) and the Coffee Creek Watershed Management Plan (WMP).

Project Description:

The existing Fox Chase Farms septic/cluster treatment and collection system and Whispering Sands extended aeration treatment facility are aged and problematic and have experienced a number of failures resulting in environmental degradation.

The proposed Meridian Road Wastewater Collection and Transport System includes:

- 400 gpm lift station;
- Approximately 7,400 LF 8-inch diameter force main with associated air release valves;
- Approximately 550 LF 8-inch diameter gravity sewer with associated manholes; and
- 2 through 4-inch diameter low pressure sewers with associated valves, curb stops and cleanouts.

The purpose of the proposed project is to abandon the Fox Chase Farms septic/cluster treatment and collection system, and decommission the failing Whispering Sands extended aeration treatment facility. The new collection and transport system will discharge to the Town of Chesterton for treatment. The Whispering Sands portion of the project will be completed utilizing local funds.

WIFIA Participant:	St. Joseph RWSD	Clean Water	
Loan Closing Date:	1/26/2017	Loan Amount:	$ 200,000
Affected Population:	10,614	NIMS Categories:	
Loan Term:	20 years	New Collector Sewers:	$ 200,000
Estimated Substantial Completion:	1/27/2017		
Environmental Benefit: Failing Septic Tank Elimination			

Project Description:

To refund the Political Subdivision's obligations in connection with Granger Sub-District No. 1 Area Sewage Works Refunding Bond Anticipation Note of 2013.

The original project eliminated failing septic systems in the Granger sub district by installing a low pressure sanitary sewer system, lift station and force main to extend service to Elkhart, Indiana.

WIFIA Participant:	Luce Township RSD	Clean Water	
Loan Closing Date:	4/2/2018	Loan Amount:	$ 1,297,000
Affected Population:	2,000	NIMS Categories:	
Loan Term:	20 years	New Collector Sewers:	$ 1,297,000
Project Substantially Complete:	4/2/2018		
Environmental Benefit: Failing Septic Tank Elimination			

Project Description:

The Loan refunded and refinanced the 2010 Bonds issued to Luce Township.

The original project extended sewers to the unsewered communities of Richland City, Hatfield, Eureka, and the French Island Boat Club. Sewers will also be installed to serve the areas along State Road 66 from Hatfield to Sand Ridge, along State Road 161 from Richland City to State Road 66, and along County Road 850 W from Eureka to the Boat Club. Some homes and /or businesses will share a grinder pump unit. Wastewater treatment will be provided by the city of Rockport at its North Wastewater Treatment Plant.

Exhibit B
Summary of Disbursements for Closed Loans
(as of June 30, 2019)

Borrower	Project Type	Project Name	Total Loan Amount	Total Amount Disbursed
CWA Authority, Inc. 1	WW	Dig Indy Tunnel System (2018-2021)	163,526,839	163,526,839
Evansville	WW	Long Term Control Plan Implementation Projects (2019-2022)	72,335,000	473,161
			235,861,839	164,000,000

Exhibit B

Summary of Disbursements for Closed Loans

TransactionID	MasterFundName	SubFundName	Amount	TransactionDate	ContractorName	ReqType	ReqText	CheckPaidDate
88223	Citizens Water Authority Construction Fund	CWA Construction Fund	8,918,979.00	7/21/2017	Debt Service Reserve	Debt Service Reserve	1001	7/21/2017
73543	Citizens Water Authority Construction Fund	CWA Construction Fund	193,275.00	7/21/2017	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	1	7/21/2017
73546	Citizens Water Authority Construction Fund	CWA Construction Fund	5,425,688.00	7/21/2017	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	2	7/21/2017
73594	Citizens Water Authority Construction Fund	CWA Construction Fund	18,411.00	7/27/2017	Soft Cost	Prof Services	3	8/3/2017
75650	Citizens Water Authority Construction Fund	CWA Construction Fund	1,260.00	11/9/2017	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	4	11/16/2017
75651	Citizens Water Authority Construction Fund	CWA Construction Fund	51,038.00	11/9/2017	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	5	11/16/2017
75659	Citizens Water Authority Construction Fund	CWA Construction Fund	39,019.00	11/9/2017	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	7	11/16/2017
75649	Citizens Water Authority Construction Fund	CWA Construction Fund	1,387,743.00	11/9/2017	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	4	11/16/2017
75658	Citizens Water Authority Construction Fund	CWA Construction Fund	5,429,240.00	11/9/2017	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	6	11/16/2017
75660	Citizens Water Authority Construction Fund	CWA Construction Fund	1,961,333.00	11/9/2017	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	7	11/16/2017
76844	Citizens Water Authority Construction Fund	CWA Construction Fund	6,022,125.00	11/16/2017	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	8	11/22/2017
76856	Citizens Water Authority Construction Fund	CWA Construction Fund	7,921,460.00	11/16/2017	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	8	11/22/2017
76853	Citizens Water Authority Construction Fund	CWA Construction Fund	1,613,250.00	11/16/2017	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	8	11/22/2017
95388	Citizens Water Authority Construction Fund	CWA Construction Fund	1,349,162.00	11/16/2017	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	8	11/22/2017
76850	Citizens Water Authority Construction Fund	CWA Construction Fund	2,004,098.00	11/16/2017	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	8	11/22/2017
77965	Citizens Water Authority Construction Fund	CWA Construction Fund	31,973.00	11/9/2017	Soft Cost	Prof Services	9	12/5/2017
77323	Citizens Water Authority Construction Fund	CWA Construction Fund	44,869.00	12/7/2017	Shea-Kiewit Joint Venture (SK-JV)	Prof Services	10	12/14/2017
77322	Citizens Water Authority Construction Fund	CWA Construction Fund	2,349,255.00	12/7/2017	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	10	12/14/2017
77328	Citizens Water Authority Construction Fund	CWA Construction Fund	279,450.00	12/7/2017	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	10	12/14/2017
77605	Citizens Water Authority Construction Fund	CWA Construction Fund	31,817.00	12/14/2017	Soft Cost	Contractor Payment	10	12/14/2017
77606	Citizens Water Authority Construction Fund	CWA Construction Fund	70.00	12/14/2017	Soft Cost	Prof Services	11	12/21/2017
77799	Citizens Water Authority Construction Fund	CWA Construction Fund	1,371,287.00	12/21/2017	Bowen Engineering Corporation	Prof Services	12	12/21/2017
77966	Citizens Water Authority Construction Fund	CWA Construction Fund	5,786,079.00	1/4/2018	Bowen Engineering Corporation	Contractor Payment	14	12/29/2017
77973	Citizens Water Authority Construction Fund	CWA Construction Fund	83,569.00	1/4/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	13	1/11/2018
77971	Citizens Water Authority Construction Fund	CWA Construction Fund	2,631,934.00	1/4/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	15	1/11/2018
77972	Citizens Water Authority Construction Fund	CWA Construction Fund	193,500.00	1/4/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	15	1/11/2018
78249	Citizens Water Authority Construction Fund	CWA Construction Fund	524,795.00	1/18/2018	Bowen Engineering Corporation	Contractor Payment	15	1/11/2018
78579	Citizens Water Authority Construction Fund	CWA Construction Fund	166,379.00	1/25/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	16	1/25/2018
78586	Citizens Water Authority Construction Fund	CWA Construction Fund	806,202.00	1/25/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	17	2/1/2018
78585	Citizens Water Authority Construction Fund	CWA Construction Fund	450,000.00	1/25/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	17	2/1/2018
81420	Citizens Water Authority Construction Fund	CWA Construction Fund	1,568,769.00	3/1/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	17	2/1/2018
81423	Citizens Water Authority Construction Fund	CWA Construction Fund	778,089.00	3/1/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	18	3/8/2018
81424	Citizens Water Authority Construction Fund	CWA Construction Fund	90,000.00	3/1/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	18	3/8/2018
81848	Citizens Water Authority Construction Fund	CWA Construction Fund	2,191,605.00	3/22/2018	Shea-Kiewit Joint Venture (SK-JV)	Prof Services	18	3/8/2018
81849	Citizens Water Authority Construction Fund	CWA Construction Fund	32,840.00	3/22/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	19	3/29/2018
81850	Citizens Water Authority Construction Fund	CWA Construction Fund	45,000.00	3/22/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	19	3/29/2018
83876	Citizens Water Authority Construction Fund	CWA Construction Fund	4,174,302.00	4/19/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	19	3/29/2018
83881	Citizens Water Authority Construction Fund	CWA Construction Fund	101,443.00	4/19/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	20	4/26/2018
83882	Citizens Water Authority Construction Fund	CWA Construction Fund	335,250.00	4/19/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	20	4/26/2018
84372	Citizens Water Authority Construction Fund	CWA Construction Fund	3,011,307.00	5/17/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	20	4/26/2018
84375	Citizens Water Authority Construction Fund	CWA Construction Fund	105,439.00	5/17/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	21	5/24/2018
84378	Citizens Water Authority Construction Fund	CWA Construction Fund	184,500.00	5/17/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	21	5/24/2018
84665	Citizens Water Authority Construction Fund	CWA Construction Fund	1,713,182.00	5/31/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	21	5/24/2018
85325	Citizens Water Authority Construction Fund	CWA Construction Fund	3,008,385.00	6/21/2018	Bowen Engineering Corporation	Contractor Payment	22	6/7/2018
85326	Citizens Water Authority Construction Fund	CWA Construction Fund	51,846.00	6/21/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	23	6/28/2018
85327	Citizens Water Authority Construction Fund	CWA Construction Fund	1,787,400.00	6/21/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	23	6/28/2018
85902	Citizens Water Authority Construction Fund	CWA Construction Fund	2,794,537.00	7/19/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	23	6/28/2018
85903	Citizens Water Authority Construction Fund	CWA Construction Fund	103,696.00	7/19/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	24	7/26/2018
85904	Citizens Water Authority Construction Fund	CWA Construction Fund	2,702,967.00	7/19/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	24	7/26/2018
86202	Citizens Water Authority Construction Fund	CWA Construction Fund	141,406.00	8/2/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	24	7/26/2018
86203	Citizens Water Authority Construction Fund	CWA Construction Fund	34,023.00	8/2/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	25	8/9/2018
87376	Citizens Water Authority Construction Fund	CWA Construction Fund	5,240,669.00	8/30/2018	Bowen Engineering Corporation	Contractor Payment	25	8/9/2018
87377	Citizens Water Authority Construction Fund	CWA Construction Fund	1,765,670.00	8/30/2018	Bowen Engineering Corporation	Contractor Payment	27	9/6/2018
87378	Citizens Water Authority Construction Fund	CWA Construction Fund	217,500.00	8/30/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	27	9/6/2018
87379	Citizens Water Authority Construction Fund	CWA Construction Fund	931,154.00	8/30/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	27	9/6/2018
87522	Citizens Water Authority Construction Fund	CWA Construction Fund	365,701.00	9/6/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	27	9/6/2018
87770	Citizens Water Authority Construction Fund	CWA Construction Fund	231,870.00	9/20/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	27	9/6/2018
87812	Citizens Water Authority Construction Fund	CWA Construction Fund	1,108,140.00	9/20/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	29	9/13/2018
87813	Citizens Water Authority Construction Fund	CWA Construction Fund	2,818,300.00	9/20/2018	Bowen Engineering Corporation	Contractor Payment	31	9/27/2018
87814	Citizens Water Authority Construction Fund	CWA Construction Fund	745,000.00	9/20/2018	Bowen Engineering Corporation	Contractor Payment	32	9/27/2018
87815	Citizens Water Authority Construction Fund	CWA Construction Fund	2,151,000.00	9/20/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	32	9/27/2018
88234	Citizens Water Authority Construction Fund	CWA Construction Fund	175,684.00	10/11/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	32	9/27/2018
					Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	32	9/27/2018
					AECOM	Prof Services	34	10/18/2018

TransactionID	MasterFundName	SubFundName	Amount	TransactionDate	ContractorName	ReqType	ReqText	CheckPaidDate
88235	Citizens Water Authority Construction Fund	CWA Construction Fund	65,771.00	10/11/2018	AECOM	Prof Services	34	10/18/2018
88236	Citizens Water Authority Construction Fund	CWA Construction Fund	6,000.00	10/11/2018	AECOM	Prof Services	34	10/18/2018
88237	Citizens Water Authority Construction Fund	CWA Construction Fund	68,902.00	10/11/2018	AECOM	Prof Services	34	10/18/2018
88238	Citizens Water Authority Construction Fund	CWA Construction Fund	30,074.00	10/11/2018	AECOM	Prof Services	34	10/18/2018
88251	Citizens Water Authority Construction Fund	CWA Construction Fund	3,724,925.00	10/11/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	35	10/18/2018
88248	Citizens Water Authority Construction Fund	CWA Construction Fund	246,750.00	10/11/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	35	10/18/2018
88249	Citizens Water Authority Construction Fund	CWA Construction Fund	1,388,600.00	10/11/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	35	10/18/2018
88250	Citizens Water Authority Construction Fund	CWA Construction Fund	2,244,998.00	10/11/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	35	10/18/2018
88409	Citizens Water Authority Construction Fund	CWA Construction Fund	365,922.00	10/18/2018	Bowen Engineering Corporation	Contractor Payment	36	10/25/2018
88774	Citizens Water Authority Construction Fund	CWA Construction Fund	174,173.00	11/1/2018	AECOM	Prof Services	37	11/8/2018
88775	Citizens Water Authority Construction Fund	CWA Construction Fund	70,500.00	11/1/2018	AECOM	Prof Services	37	11/8/2018
88776	Citizens Water Authority Construction Fund	CWA Construction Fund	10,000.00	11/1/2018	AECOM	Prof Services	37	11/8/2018
88777	Citizens Water Authority Construction Fund	CWA Construction Fund	62,806.00	11/1/2018	AECOM	Prof Services	37	11/8/2018
88778	Citizens Water Authority Construction Fund	CWA Construction Fund	21,034.00	11/1/2018	AECOM	Prof Services	37	11/8/2018
88779	Citizens Water Authority Construction Fund	CWA Construction Fund	91,323.00	11/1/2018	Bowen Engineering Corporation	Contractor Payment	38	11/8/2018
88761	Citizens Water Authority Construction Fund	CWA Construction Fund	2,826,509.00	11/1/2018	F.A. Wilhelm Construction Co., Inc.	Contractor Payment	26	11/8/2018
88762	Citizens Water Authority Construction Fund	CWA Construction Fund	651,264.00	11/1/2018	F.A. Wilhelm Construction Co., Inc.	Contractor Payment	28	11/8/2018
88763	Citizens Water Authority Construction Fund	CWA Construction Fund	655,461.00	11/1/2018	F.A. Wilhelm Construction Co., Inc.	Contractor Payment	30	11/8/2018
88911	Citizens Water Authority Construction Fund	CWA Construction Fund	5,000.00	11/8/2018	Black & Veatch Corporation	Prof Services	33	11/15/2018
88918	Citizens Water Authority Construction Fund	CWA Construction Fund	30,715.00	11/8/2018	Black & Veatch Corporation	Prof Services	33	11/15/2018
88919	Citizens Water Authority Construction Fund	CWA Construction Fund	5,000.00	11/8/2018	Black & Veatch Corporation	Prof Services	33	11/15/2018
88920	Citizens Water Authority Construction Fund	CWA Construction Fund	5,000.00	11/8/2018	Black & Veatch Corporation	Prof Services	33	11/15/2018
89036	Citizens Water Authority Construction Fund	CWA Construction Fund	2,951,970.00	11/8/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	39	11/15/2018
89037	Citizens Water Authority Construction Fund	CWA Construction Fund	7,986.00	11/8/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	39	11/15/2018
89038	Citizens Water Authority Construction Fund	CWA Construction Fund	783,150.00	11/8/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	39	11/15/2018
89039	Citizens Water Authority Construction Fund	CWA Construction Fund	2,413,610.00	11/8/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	39	11/15/2018
89182	Citizens Water Authority Construction Fund	CWA Construction Fund	786,347.00	11/15/2018	F.A. Wilhelm Construction Co., Inc.	Contractor Payment	40	11/23/2018
89394	Citizens Water Authority Construction Fund	CWA Construction Fund	300,000.00	11/29/2018	Bowen Engineering Corporation	Contractor Payment	41	12/7/2018
89395	Citizens Water Authority Construction Fund	CWA Construction Fund	466,134.00	11/29/2018	F.A. Wilhelm Construction Co., Inc.	Contractor Payment	42	12/7/2018
89582	Citizens Water Authority Construction Fund	CWA Construction Fund	100,000.00	12/6/2018	Bowen Engineering Corporation	Contractor Payment	43	12/13/2018
89584	Citizens Water Authority Construction Fund	CWA Construction Fund	20,000.00	12/6/2018	Black & Veatch Corporation	Prof Services	44	12/13/2018
89586	Citizens Water Authority Construction Fund	CWA Construction Fund	26,717.00	12/6/2018	Black & Veatch Corporation	Prof Services	45	12/13/2018
89585	Citizens Water Authority Construction Fund	CWA Construction Fund	15,254.00	12/6/2018	Black & Veatch Corporation	Prof Services	44	12/13/2018
89583	Citizens Water Authority Construction Fund	CWA Construction Fund	5,000.00	12/6/2018	Black & Veatch Corporation	Prof Services	44	12/13/2018
89975	Citizens Water Authority Construction Fund	CWA Construction Fund	219,000.00	12/13/2018	AECOM	Prof Services	46	12/20/2018
89976	Citizens Water Authority Construction Fund	CWA Construction Fund	33,946.00	12/13/2018	AECOM	Prof Services	46	12/20/2018
89978	Citizens Water Authority Construction Fund	CWA Construction Fund	15,000.00	12/13/2018	AECOM	Prof Services	46	12/20/2018
89982	Citizens Water Authority Construction Fund	CWA Construction Fund	16,474.00	12/13/2018	AECOM	Prof Services	46	12/20/2018
89979	Citizens Water Authority Construction Fund	CWA Construction Fund	51,859.00	12/13/2018	AECOM	Prof Services	46	12/20/2018
90386	Citizens Water Authority Construction Fund	CWA Construction Fund	120,513.00	12/20/2018	Black & Veatch Corporation	Prof Services	48	12/27/2018
90247	Citizens Water Authority Construction Fund	CWA Construction Fund	2,746,501.00	12/20/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	47	12/27/2018
90250	Citizens Water Authority Construction Fund	CWA Construction Fund	212,278.00	12/20/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	47	12/27/2018
90249	Citizens Water Authority Construction Fund	CWA Construction Fund	1,750,011.00	12/20/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	47	12/27/2018
90254	Citizens Water Authority Construction Fund	CWA Construction Fund	2,376,478.00	12/20/2018	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	47	12/27/2018
90808	Citizens Water Authority Construction Fund	CWA Construction Fund	3,485,607.00	1/17/2019	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	49	1/24/2019
90809	Citizens Water Authority Construction Fund	CWA Construction Fund	41,787.00	1/17/2019	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	49	1/24/2019
90810	Citizens Water Authority Construction Fund	CWA Construction Fund	1,769,124.00	1/17/2019	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	49	1/24/2019
90811	Citizens Water Authority Construction Fund	CWA Construction Fund	419,400.00	1/17/2019	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	49	1/24/2019
91138	Citizens Water Authority Construction Fund	CWA Construction Fund	238,200.00	1/31/2019	AECOM	Prof Services	51	2/8/2019
91139	Citizens Water Authority Construction Fund	CWA Construction Fund	21,911.00	1/31/2019	AECOM	Prof Services	51	2/8/2019
91140	Citizens Water Authority Construction Fund	CWA Construction Fund	45,000.00	1/31/2019	AECOM	Prof Services	51	2/8/2019
91141	Citizens Water Authority Construction Fund	CWA Construction Fund	52,693.00	1/31/2019	AECOM	Prof Services	51	2/8/2019
91106	Citizens Water Authority Construction Fund	CWA Construction Fund	8,666.00	1/31/2019	Black & Veatch Corporation	Prof Services	50	2/8/2019
91282	Citizens Water Authority Construction Fund	CWA Construction Fund	615,313.00	2/7/2019	F.A. Wilhelm Construction Co., Inc.	Contractor Payment	53	2/14/2019
91283	Citizens Water Authority Construction Fund	CWA Construction Fund	1,778,882.00	2/7/2019	F.A. Wilhelm Construction Co., Inc.	Contractor Payment	53	2/14/2019
91279	Citizens Water Authority Construction Fund	CWA Construction Fund	85,157.00	2/7/2019	Black & Veatch Corporation	Prof Services	52	2/14/2019
91281	Citizens Water Authority Construction Fund	CWA Construction Fund	23,457.00	2/7/2019	Black & Veatch Corporation	Prof Services	52	2/14/2019
91280	Citizens Water Authority Construction Fund	CWA Construction Fund	10,000.00	2/7/2019	Black & Veatch Corporation	Prof Services	52	2/14/2019
91383	Citizens Water Authority Construction Fund	CWA Construction Fund	4,607,132.00	2/14/2019	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	55	2/21/2019
91384	Citizens Water Authority Construction Fund	CWA Construction Fund	7,986.00	2/14/2019	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	55	2/21/2019
91385	Citizens Water Authority Construction Fund	CWA Construction Fund	1,836,401.00	2/14/2019	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	55	2/21/2019
91615	Citizens Water Authority Construction Fund	CWA Construction Fund	239,433.00	2/21/2019	AECOM	Prof Services	56	2/28/2019

TransactionID	MasterFundName	SubFundName	Amount	TransactionDate	ContractorName	ReqType	ReqText	CheckPaidDate
91616	Citizens Water Authority Construction Fund	CWA Construction Fund	42,662.00	2/21/2019	AECOM	Prof Services	56	2/28/2019
91617	Citizens Water Authority Construction Fund	CWA Construction Fund	20,000.00	2/21/2019	AECOM	Prof Services	56	2/28/2019
91618	Citizens Water Authority Construction Fund	CWA Construction Fund	51,246.00	2/21/2019	AECOM	Prof Services	56	2/28/2019
91755	Citizens Water Authority Construction Fund	CWA Construction Fund	224,846.00	2/28/2019	AECOM	Prof Services	59	3/7/2019
91756	Citizens Water Authority Construction Fund	CWA Construction Fund	40,500.00	2/28/2019	AECOM	Prof Services	59	3/7/2019
91757	Citizens Water Authority Construction Fund	CWA Construction Fund	20,000.00	2/28/2019	AECOM	Prof Services	59	3/7/2019
91758	Citizens Water Authority Construction Fund	CWA Construction Fund	2,284.00	2/28/2019	AECOM	Prof Services	59	3/7/2019
91759	Citizens Water Authority Construction Fund	CWA Construction Fund	68,926.00	2/28/2019	AECOM	Prof Services	59	3/7/2019
91764	Citizens Water Authority Construction Fund	CWA Construction Fund	1,293,509.00	2/28/2019	AECOM	Contractor Payment	61	3/7/2019
91736	Citizens Water Authority Construction Fund	CWA Construction Fund	1,392,647.00	2/28/2019	F.A. Wilhelm Construction Co., Inc.	Contractor Payment	54	3/7/2019
91739	Citizens Water Authority Construction Fund	CWA Construction Fund	573,411.00	2/28/2019	F.A. Wilhelm Construction Co., Inc.	Contractor Payment	57	3/7/2019
91742	Citizens Water Authority Construction Fund	CWA Construction Fund	30,877.00	2/28/2019	F.A. Wilhelm Construction Co., Inc.	Prof Services	58	3/7/2019
91761	Citizens Water Authority Construction Fund	CWA Construction Fund	10,000.00	2/28/2019	Black & Veatch Corporation	Prof Services	60	3/7/2019
91760	Citizens Water Authority Construction Fund	CWA Construction Fund	9,480.00	2/28/2019	Black & Veatch Corporation	Prof Services	60	3/7/2019
92930	Citizens Water Authority Construction Fund	CWA Construction Fund	6,320.00	3/14/2019	Black & Veatch Corporation	Prof Services	62	3/21/2019
92923	Citizens Water Authority Construction Fund	CWA Construction Fund	3,842,697.00	3/14/2019	Black & Veatch Corporation	Prof Services	63	3/21/2019
92924	Citizens Water Authority Construction Fund	CWA Construction Fund	7,986.00	3/14/2019	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	63	3/21/2019
92927	Citizens Water Authority Construction Fund	CWA Construction Fund	324,562.00	3/14/2019	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	63	3/21/2019
92926	Citizens Water Authority Construction Fund	CWA Construction Fund	360,000.00	3/14/2019	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	63	3/21/2019
93116	Citizens Water Authority Construction Fund	CWA Construction Fund	590,364.00	3/21/2019	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	64	3/28/2019
93115	Citizens Water Authority Construction Fund	CWA Construction Fund	595,747.00	3/21/2019	F.A. Wilhelm Construction Co., Inc.	Contractor Payment	64	3/28/2019
93793	Citizens Water Authority Construction Fund	CWA Construction Fund	270,669.00	4/11/2019	F.A. Wilhelm Construction Co., Inc.	Contractor Payment	66	4/18/2019
93704	Citizens Water Authority Construction Fund	CWA Construction Fund	42,138.00	4/11/2019	AECOM	Prof Services	66	4/18/2019
93705	Citizens Water Authority Construction Fund	CWA Construction Fund	11,339.00	4/11/2019	AECOM	Prof Services	66	4/18/2019
93706	Citizens Water Authority Construction Fund	CWA Construction Fund	68,800.00	4/11/2019	AECOM	Prof Services	66	4/18/2019
93707	Citizens Water Authority Construction Fund	CWA Construction Fund	3,110,420.00	4/11/2019	AECOM	Prof Services	66	4/18/2019
93708	Citizens Water Authority Construction Fund	CWA Construction Fund	7,986.00	4/11/2019	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	67	4/18/2019
93709	Citizens Water Authority Construction Fund	CWA Construction Fund	311,665.00	4/11/2019	Shea-Kiewit Joint Venture (SK-JV)	Prof Services	67	4/18/2019
93710	Citizens Water Authority Construction Fund	CWA Construction Fund	1,377,000.00	4/11/2019	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	67	4/18/2019
94515	Citizens Water Authority Construction Fund	CWA Construction Fund	268,080.00	5/16/2019	Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	67	4/18/2019
94516	Citizens Water Authority Construction Fund	CWA Construction Fund	49,797.00	5/16/2019	AECOM	Prof Services	70	5/23/2019
94517	Citizens Water Authority Construction Fund	CWA Construction Fund	10,808.00	5/16/2019	AECOM	Prof Services	70	5/23/2019
94518	Citizens Water Authority Construction Fund	CWA Construction Fund	64,003.00	5/16/2019	AECOM	Prof Services	70	5/23/2019
94506	Citizens Water Authority Construction Fund	CWA Construction Fund	1,208,134.00	5/16/2019	AECOM	Prof Services	70	5/23/2019
94505	Citizens Water Authority Construction Fund	CWA Construction Fund	651,045.00	5/16/2019	AECOM	Prof Services	70	5/23/2019
94499	Citizens Water Authority Construction Fund	CWA Construction Fund	54,382.00	5/16/2019	AECOM	Prof Services	70	5/23/2019
94500	Citizens Water Authority Construction Fund	CWA Construction Fund	10,000.00	5/16/2019	AECOM	Prof Services	70	5/23/2019
94498	Citizens Water Authority Construction Fund	CWA Construction Fund	7,090.00	5/16/2019	AECOM	Prof Services	70	5/23/2019
94682	Citizens Water Authority Construction Fund	CWA Construction Fund	82,177.00	5/23/2019	AECOM	Contractor Payment	69	5/23/2019
94808	Citizens Water Authority Construction Fund	CWA Construction Fund	67,922.00	6/6/2019	F.A. Wilhelm Construction Co., Inc.	Contractor Payment	69	5/23/2019
94809	Citizens Water Authority Construction Fund	CWA Construction Fund	26,550.00	6/6/2019	F.A. Wilhelm Construction Co., Inc.	Prof Services	68	5/23/2019
94807	Citizens Water Authority Construction Fund	CWA Construction Fund	17,945.00	6/6/2019	Black & Veatch Corporation	Prof Services	68	5/23/2019
94800	Citizens Water Authority Construction Fund	CWA Construction Fund	2,054,876.00	6/6/2019	Black & Veatch Corporation	Prof Services	68	5/23/2019
94799	Citizens Water Authority Construction Fund	CWA Construction Fund	2,970,364.00	6/6/2019	Black & Veatch Corporation	Prof Services	68	5/23/2019
95140	Citizens Water Authority Construction Fund	CWA Construction Fund	26,547.00	6/13/2019	Bowen Engineering Corporation	Contractor Payment	65	5/30/2019
					Black & Veatch Corporation	Prof Services	72	6/13/2019
					Black & Veatch Corporation	Prof Services	72	6/13/2019
					Black & Veatch Corporation	Prof Services	72	6/13/2019
					Black & Veatch Corporation	Contractor Payment	71	6/13/2019
					Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	71	6/13/2019
					Shea-Kiewit Joint Venture (SK-JV)	Contractor Payment	73	6/20/2019
		TOTAL DISBURSEMENTS:	163,526,839.00					

Exhibit

TransactionID	MasterFundName	SubFundName	Amount	TransactionDate	ContractorName	ReqType	ReqText	CheckPaidDate
89562	Evansville 2018B-2 Construction Account	Evansville 2018B-2 Construction Account	58,870.00	12/4/2018	Technical Services	Prof Services	1	12/4/2018
89563	Evansville 2018B-2 Construction Account	Evansville 2018B-2 Construction Account	60,011.00	12/4/2018	Soft Cost	Prof Services	2	12/4/2018
89564	Evansville 2018B-2 Construction Account	Evansville 2018B-2 Construction Account	52,965.00	12/4/2018	Soft Cost	Prof Services	3	12/4/2018
89565	Evansville 2018B-2 Construction Account	Evansville 2018B-2 Construction Account	20,000.00	12/4/2018	Soft Cost	Prof Services	4	12/4/2018
89566	Evansville 2018B-2 Construction Account	Evansville 2018B-2 Construction Account	19,894.00	12/4/2018	Soft Cost	Prof Services	5	12/4/2018
93127	Evansville 2018B-2 Construction Account	Evansville 2018B-2 Construction Account	1,057,926.00	3/21/2019	Kokosing Construction Co., Inc.	Contractor Payment	6	3/28/2019

TOTAL DISBURSEMENTS: 1,269,666.00

Indiana Water Infrastructure and Innovation Act Program

Exhibit C-1

Summary of Proposed Loans Selected for WIFIA Funding and Included in WIFIA Environmental Assessment (2/23/2018)

	Borrower	Project Name	Population	Anticipated Closing	Loan Amount
WW	CWA Authority, Inc. 2	Dig Indy Tunnel System (2018-2021)	820,445	Oct 2019	$150,000,000
WW	Evansville	Long Term Control Plan Implementation Projects (2019-2022)	117,429	Oct 2019	$75,000,000
DW	Crown Point	New tanks, pump station improvements, chlorination and looping	30,000	Dec 2019	$12,000,000
DW	Lawrence	New WTP, 2nd plant improvements, generator, tank rehab, main improvements	46,100	Feb 2020	$10,486,500
DW	Delphi	Expand Water Treatment Plant	3,200	Feb 2020	$17,580,000
WW	Greenwood	New interceptors and lines for Infiltration/Inflow correction	8,750	Apr 2020	$33,600,000
DW	Patoka	Distribution Main Repair	735	Dec 2020	$150,000
WW	CWA Authority, Inc. 3	Dig Indy Tunnel System (2018-2021)	820,445	Oct 2021	$233,973,161
				Total:	**$532,789,661**

Indiana Water Infrastructure and Innovation Act Program
Exhibit A-2
Summary of Proposed Loans Selected for WIFIA Funding, not included in EA/FNSI[1]

	Borrower	Project Name	Population	Anticipated Closing	Loan Amount
WW	Tipton	Gravity Interceptor Sewer, Force Main Relocation, Sewer Lining, and Wet Weather Storage Facility Projects	5,106	Oct. 2019	$6,675,000
				Total:	**$6,675,000**

EXHIBIT O

WIFIA PARTICIPANT LOAN UNDERWRITING STANDARDS

The Borrower shall apply the following loan underwriting standards to each WIFIA Participant Loan that has an original maximum principal amount in excess of One Million Dollars ($1,000,000) (when excluding amounts made available for "additional subsidy forgivable loans" as shown in **Schedule II**). The loan underwriting standards described in paragraphs 1 – 7 below shall be reflected in (a) the Financial Agreement applicable to such WIFIA Participant Loan or (b) Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument pursuant to which such WIFIA Participant Loan is made.

1. Rate Covenant.

Each WIFIA Participant Loan shall be payable from and secured by a statutory pledge of such WIFIA Participant's "net revenues", defined as gross revenues from operations of a wastewater, storm water and/or drinking water system (as applicable) for any time period less operation and maintenance expenses for the applicable utility for such time period, each such WIFIA Participant Loan must demonstrate, for each debt service payment period, a debt service coverage of at least 1.25 times pro forma net revenues divided by maximum annual debt service with respect to such WIFIA Participant Loan over the course of the loan term for such WIFIA Participant Loan. Notwithstanding the foregoing, the WIFIA Participant Loan in the original principal amount of $1,055,000 made to Watson Water Company, Inc., an Indiana nonprofit corporation ("Watson"), is not payable from and secured by a pledge of its "net revenues", and instead is secured by an indenture of trust entered into by Watson with a trustee that creates a mortgage lien and security interest in certain property and such interest has been duly perfected by all necessary filings and recordings subject only to future continuation statement filings required under the Uniform Commercial Code.

2. Reserve Requirement.

Each WIFIA Participant Loan shall have a debt service reserve fund in an amount equal to the aggregate maximum annual debt service with respect to such WIFIA Participant Loan and any other *pari passu* indebtedness of such WIFIA Participant, measured over the term of such WIFIA Participant Loan, to be fully funded within five years of the last day of the first full calendar month following the date of the issuance of such WIFIA Participant Loan or operation of the financed improvements, whichever is later, subject to limitations of federal tax law.

3. Priority.

Each WIFIA Participant Loan made to the CWA Authority, Inc., an Indiana nonprofit public benefit corporation ("CWA"), or the City of Evansville, Indiana shall be at least on a parity basis with all other indebtedness of such WIFIA Participant and not subordinate to any other indebtedness. Generally each other WIFIA Participant Loan will be on a

parity basis with any other indebtedness of each WIFIA Participant (and not subordinate to any other indebtedness of such WIFIA Participant), however, in limited circumstances such loans of a WIFIA Participant Loan may be subordinate to other previously issued and outstanding indebtedness of such WIFIA Participant existing prior to making such a WIFIA Participant Loan; provided that such subordinate WIFIA Participant Loans in the aggregate shall not exceed ten percent 10% of the aggregate outstanding principal amount of all WIFIA Participant Loans.

4. Additional Bonds Test.

For each WIFIA Participant Loan, the Borrower requires such WIFIA Participant to covenant to not issue future indebtedness on a senior basis with WIFIA Participant Loan. For each WIFIA Participant Loan, the Borrower requires such WIFIA Participant to covenant to not issue future indebtedness on a parity basis with WIFIA Participant Loan unless it demonstrates its net revenue provides 1.25x coverage for its maximum annual debt service for all outstanding parity indebtedness (including its WIFIA Participant Loan) through the final maturity date of any WIFIA Participant Loan, after providing for expenses of operation and maintenance of its wastewater, storm water and/or drinking water system (as applicable). Notwithstanding the foregoing, for any WIFIA Participant Loans made to CWA, such 1.25x coverage showing has been and will be based on test periods other than a comparison of maximum annual debt service through the final maturity date of any such WIFIA Participant Loan to CWA.

5. Debt Service Payments.

Debt service payments under each WIFIA Participant Loan shall be due and payable semi-annually, and in each instance, shall be due and payable at least fifteen (15) days in advance of each January 15 and July 15 for which such payments are included in any showing required under this Agreement as to Cash Flow Sufficiency or WIFIA Debt Service Coverage Ratio.

6. Deposit Agreements.

Each WIFIA Participant's debt service account and reserve account with respect to the WIFIA Participant Loan shall be held by each such WIFIA Participant's trustee bank, which shall be the same bank as serves as the SRF Program Trustees. The Borrower shall require monthly deposits of net revenue from each WIFIA Participant's wastewater, storm water and/or drinking water system (as applicable) to each such WIFIA Participant's debt service account held by each such WIFIA Participant's trustee bank.

7. Financial Statements.

Each WIFIA Participant shall be required to provide to the Borrower annual audited financial statements of such WIFIA Participant throughout the term of the WIFIA Participant Loan.

8. Due Diligence and Application Submittal Requirements.

The Borrower shall require each WIFIA Participant for a WIFIA Participant Loan to comply with each of the Borrower's then-current SRF Program lending requirements. Each such WIFIA Participant shall be required to submit due diligence reports described in the Borrower's SRF Program policies to the Borrower to enable the Borrower to confirm an adequate source of payment for all outstanding debt, including the requested WIFIA Participant Loan (and the Financial Agreement, Authorizing Instrument or debt instrument issued pursuant to any Authorizing Instrument). Each WIFIA Participant shall be required to provide to the Borrower historical annual audited financial statements of the WIFIA Participant.

9. Retention of Advisors and Counsel by WIFIA Participants.

Each WIFIA Participant seeking a WIFIA Participant Loan shall be required to retain a third party financial advisor and, upon the approval of a proposed project for inclusion in the SRF Programs, such financial advisor shall assist the WIFIA Participant in submitting the financial due diligence report (and all related deliverables) required for Borrower's review and consideration.

Each WIFIA Participant seeking a WIFIA Participant Loan shall be required to retain a nationally recognized bond counsel firm to prepare the Authorizing Instruments for debt instruments to be issued thereto related to a WIFIA Participant Loan (including typical resolutions, ordinances and/or indentures commonly used in Indiana municipal finance pursuant to which bonds or other evidences of indebtedness issued by WIFIA Participants evidencing their WIFIA Participant Loans are authorized, issued and secured, together with other closing documentation). Bond counsel also shall be required to issue validity and tax opinions related to each WIFIA Participant Loan.

APPENDIX 1 TO EXHIBIT O

FORM OF CERTIFICATE REGARDING COMPLIANCE WITH LOAN UNDERWRITING STANDARDS

[*Letterhead of Borrower*]

[*Date*]

WIFIA Program Office
[Insert Proper Address]
Attention: Administrator

Project: WIFIA Eligible Project List Project (WIFIA – 2019- N17114IN)

Dear Director:

This certificate is provided pursuant to Section 15(q)(i)(*Affirmative Covenants – Replacement WIFIA Participant Loans*) of that certain WIFIA Loan Agreement (the "**WIFIA Loan Agreement**"), dated as of September 6, 2019 by and between the Indiana Finance Authority (the "**Borrower**") and the United States Environmental Protection Agency, acting by and through its Administrator (the "**WIFIA Lender**").

The Designated Participant Loan listed as item [__] in Schedule II to the WIFIA Loan Agreement is being replaced with the following Replacement WIFIA Participant Loan:

[_____].[8]

Unless otherwise defined herein, all capitalized terms in this certificate have the meanings assigned to those terms in the WIFIA Loan Agreement.

I, the undersigned, in my capacity as the Borrower's Authorized Representative and not in my individual capacity, do hereby certify to the WIFIA Lender that the Replacement WIFIA Participant Loan to which this certificate applies has satisfied each of the WIFIA Participant Loan Underwriting Standards and that no such WIFIA Participant Loan Underwriting Standards have been or will be waived.

[SIGNATURE PAGE FOLLOWS]

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[8] Insert description of Replacement WIFIA Participant Loan that includes all information included in Schedule II to the WIFIA Loan Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of [_____] , 20[__].

INDIANA FINANCE AUTHORITY

By: _____
Name:
Title:

EXHIBIT P

FORM OF IRREVOCABLE INSTRUCTION

September 6, 2019

The Bank of New York Mellon Trust Company, N.A., in its capacity as Primary Bond Trustee, Wastewater Trustee, Drinking Water Trustee, WIFIA Trustee, and Supplemental Assistance Indenture Trustee, respectively
300 North Meridian Street, Suite 910
Indianapolis, IN 46204
Attn: Corporate Trust Department

Re: Irrevocable Instruction regarding WIFIA Participant Loans

Part I: Background:

Pursuant to Section 2.07(A) of that certain Seventh Amended and Restated Indenture of Trust, dated as of September 1, 2019 (as supplemented and amended to the date hereof, the "Primary Bond Indenture"), by and between the Indiana Finance Authority, a body politic and corporate of the State of Indiana, not an agency of the State of Indiana but an independent instrumentality exercising essential governmental functions, duly created and existing under and by virtue of Chapters 1 through 4 of Indiana Code 5-1.2 (the "Authority"), and The Bank of New York Mellon Trust Company, N.A. (the "Primary Bond Trustee"), the Authority has the right to issue bonds under alternative indentures that are payable, in whole or in part, from assets transferred from the Primary Trust Estate (as defined in the Primary Bond Indenture) to the respective Alternative Trust Estates (as defined in the SRF Indentures) created thereunder consistent with Section 3.09(A) of the Wastewater Indenture (as defined below) and Section 3.09(A) of the Drinking Water Indenture (as defined below).

Pursuant to Section 3.09(A) of each of (a) that certain Seventh Amended and Restated Wastewater SRF Trust Indenture, dated as of September 1, 2019 (as supplemented and amended to the date hereof, the "Wastewater Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A. (the "Wastewater Trustee"), and (b) that certain Fourth Amended and Restated Drinking Water SRF Trust Indenture, dated as of September 1, 2019 (as supplemented and amended to the date hereof, the "Drinking Water Indenture" and, together with the Wastewater Indenture, the "SRF Indentures"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A. (the "Drinking Water Trustee" and, together with the Wastewater Trustee, the "SRF Program Trustees"), certain debt service payments due or to become due under certain Wastewater Participant Loans (as defined in the Wastewater Indenture) or Drinking Water Participant Loans (as defined in the Drinking Water Indenture) (including the WIFIA Participant Loans) can be used to secure specific Alternative Bonds on a first lien basis for the benefit of specific Alternative Bonds, including the WIFIA Revenue Bonds.

The Authority has entered into a WIFIA Loan Agreement, dated as of the date hereof (the "WIFIA Loan Agreement"), with the United States Environmental Protection Agency, acting by and through its Administrator (the "WIFIA Lender"), pursuant to which the WIFIA Lender will make the WIFIA Loan to the Authority, as evidenced by the WIFIA Revenue Bonds.

The Authority has entered into that certain WIFIA Alternative Indenture of Trust, dated as of September 1, 2019 (the "WIFIA Alternative Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A. (the "WIFIA Trustee"), to authorize the issuance of Alternative Bonds, including the WIFIA Revenue Bonds.

The Authority has entered into that certain Supplemental Assistance Trust Indenture, dated as of July 1, 2005 (the "Supplemental Assistance Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A. (the "Supplemental Assistance Indenture Trustee"), pursuant to which it now administers the Supplemental Fund as created under IC 5-1.2-11-3 including the loans as described in the first column of the attached Annex 1 as Loans Nos. 29 through 35 (the "Supplemental Fund Loans").

Consistent with the Supplemental Assistance Indenture, the Authority desires to (a) irrevocably designate the Supplemental Fund Loans as WIFIA Participant Loans (as hereinafter defined), for purposes of the WIFIA Alternative Indenture and pledge such WIFIA Participant Loans to secure, on a first lien basis, the WIFIA Revenue Bonds issued to the WIFIA Lender; (b) irrevocably direct the WIFIA Trustee (i) to receive and hold all debt service payments made on such WIFIA Participant Loans in the WIFIA Account of the Supplemental Fund held by the WIFIA Trustee and (ii) to transfer such account balances in amounts sufficient to pay any WIFIA Debt Service and WIFIA Loan Expenses due and payable on the next Payment Date and to make any mandatory prepayment of the WIFIA Loan then due and payable in accordance with Section 10(a) of the WIFIA Loan Agreement on each Payment Date, for deposit into the WIFIA Alternative Bond Account.

Consistent with Section 3.09(A) of the SRF Indentures and Section 2.07(A) of the Primary Bond Indenture, the Authority desires to (a) irrevocably designate the loans described in the first column of the attached Annex 1 as Loans Nos. 1 through 28 and 36 through 38 as Alternative Wastewater Participant Loans, Alternative Drinking Water Participant Loans and WIFIA Participant Loans (such loans referred to in this clause (a), together with those loans described in the prior paragraph, being collectively herein referred to as "WIFIA Participant Loans") for purposes of the SRF Indentures, the Primary Bond Indenture and the WIFIA Alternative Indenture and pledge such WIFIA Participant Loans referred to in clause (a) to secure, on a first lien basis, the WIFIA Revenue Bonds issued to the WIFIA Lender; (b) irrevocably direct the SRF Program Trustees (i) to transfer all debt service payments made on the WIFIA Participant Loans referred to in clause (a) to certain accounts held by the SRF Program Trustees and then (ii) to transfer from such accounts an amount sufficient to pay any WIFIA Debt Service and WIFIA Loan Expenses due and payable on the next Payment Date and to make any mandatory prepayment of the WIFIA Loan then due and payable in accordance with Section 10(a) of the WIFIA Loan Agreement, on each Funding Date (as defined in the SRF Indentures), to the WIFIA Trustee for deposit into the WIFIA Alternative Bond Account.

The WIFIA Participant Loans set forth on Annex 1 are the same as those referred to Schedule II to the WIFIA Loan Agreement.

Capitalized terms used in this Irrevocable Instruction and not defined shall have the respective meanings ascribed to such terms in the WIFIA Loan Agreement.

Part II <u>Irrevocable Instruction</u>

1. Subject to paragraphs 4 and 5 below, the Authority hereby irrevocably and unconditionally

    a. Designates the loans listed as Loans Nos. 1 through 23 and 31 through 39 in the first column of the attached Annex 1 as Alternative Wastewater Participant Loans, Alternative Drinking Water Participant Loans and WIFIA Participant Loans for purposes of the SRF Indentures, the Primary Bond Indenture and the WIFIA Alternative Indenture;

    b. Designates the loans listed as Loans Nos. 24 through 30 in the first column of the attached Annex 1 as WIFIA Participant Loans for purposes of the WIFIA Alternative Indenture;

    c. Directs the Supplemental Assistance Indenture Trustee to transfer the Supplemental Fund Loans to the WIFIA Account of the Supplemental Fund to be held as WIFIA Participant Loans under the WIFIA Alternative Indenture until Alternative Participant Loan Payments thereon are applied as directed in this Instruction and the WIFIA Alternative Indenture.

2. Subject to paragraphs 4 and 5 below, the Authority hereby irrevocably and unconditionally instructs the SRF Program Trustees to undertake the following actions until all Outstanding principal of the WIFIA Loan, all interest accrued thereon, and all WIFIA Loan Expenses have been irrevocably paid in full:

    first, transfer all debt service payments made on or after the Effective Date on the WIFIA Participant Loans to one or more of the following accounts: the WIFIA subaccount of each of the Alternative Wastewater Participant Loan Interest Account, the Alternative Wastewater Participant Loan Principal Account, the Alternative Drinking Water Participant Loan Interest Account, or the Alternative Drinking Water Participant Loan Principal Account (collectively, the "<u>Alternative Participant Loan Accounts</u>");

    second, hold all such debt service payments described above in the Alternative Participant Loan Accounts (without making transfers to any other accounts) until the next Funding Date;

    third, on each Funding Date (as defined in the SRF Indentures), transfer from the Alternative Participant Loan Accounts amounts sufficient to pay all WIFIA Debt Service,

WIFIA Loan Expenses and mandatory prepayments of the WIFIA Loan (pursuant to Section 10(a) of the WIFIA Loan Agreement), in each case due and payable on the next Payment Date to the WIFIA Trustee for deposit into the WIFIA Alternative Bond Account;

fourth, (A) following each Funding Date that precedes the July 15 Payment Date with respect to the WIFIA Revenue Bonds (until the next following January 15 Payment Date), retain all amounts remaining in the Alternative Participant Loan Accounts after the transfers described in clause *third* above until the next Funding Date and subject to clause (B) below; and (B) following each January 15 Payment Date with respect to the WIFIA Revenue Bonds (and following the payment of all WIFIA Debt Service, WIFIA Loan Expenses and mandatory prepayments of the WIFIA Loan due and payable on such Payment Date), to the extent that neither of the restrictions in Section 16(d)(ii) or Section 16(d)(iii) of the WIFIA Loan Agreement apply, transfer excess amounts remaining in the Alternative Participant Loan Accounts to the Authority on or prior to the following February 1 (or, if the restrictions in Section 16(d)(ii) or Section 16(d)(iii) of the WIFIA Loan Agreement applied but were subsequently cured in accordance therewith, on such other date as directed by the Authority but solely with respect to amounts that otherwise would have been eligible for a Permitted Transfer on the January 15 preceding such a transfer but for the application of such restrictions).

3. If the events or circumstances described in either Section 16(d)(ii) or Section 16(d)(iii) of the WIFIA Loan Agreement occur, the Authority hereby irrevocably and unconditionally instructs the SRF Program Trustees and the WIFIA Trustee to retain amounts (as necessary) in one or more of the accounts described in clauses (c), (d) (e) or (f) of the definition of WIFIA Accounts as required by Sections 16(d)(ii) or (iii) of the WIFIA Loan Agreement, as applicable, and to use such amounts solely to make payments of WIFIA Debt Service, WIFIA Loan Expenses or mandatory prepayments of the WIFIA Loan, unless and until such events or circumstances described in Sections 16(d)(ii) or (iii) of the WIFIA Loan Agreement, as applicable, have been cured in accordance with the applicable provision of the WIFIA Loan Agreement.

4. To the extent that any WIFIA Participant Loan is replaced with a Replacement WIFIA Participant Loan pursuant to and in accordance with Section 15(q) of the WIFIA Loan Agreement, the Finance Authority shall deliver to the WIFIA Trustee and the SRF Program Trustees an executed copy of the certificate which has been delivered to the WIFIA Lender pursuant to Section 15(q) of the WIFIA Loan Agreement (in the form attached as Exhibit L to the WIFIA Loan Agreement), which will thereby result in (a) such Replacement WIFIA Participant Loan being (i) automatically and without the need for further action subject to this Irrevocable Instruction and (ii) considered a WIFIA Participant Loan for the purposes of this Irrevocable Instruction and (b) such replaced WIFIA Participant Loan being automatically released from this Irrevocable Instruction without the need for further action.

5. Notwithstanding anything herein to the contrary, and consistent with Section 16(b)(i) of the WIFIA Loan Agreement, this Irrevocable Instruction may be amended, modified,

replaced or supplemented (including by waiver of any provision of this Irrevocable Instruction) by the Finance Authority in connection with any WIFIA Participant Loan that has an original maximum principal amount of One Million Dollars ($1,000,000) (when excluding amounts made available for "additional subsidy forgivable loans") or less (such WIFIA Participant Loans initially being those described in the first column of the attached Annex 1 as Loans Nos. 1, 4, 5, 9, 18, 25, 26, 28, 29 and 34).

6. The WIFIA Lender shall be a third party beneficiary of this Irrevocable Instruction with respect to all rights, benefits and privileges of this Irrevocable Instruction and shall have all of the rights and benefits of a third party beneficiary, including an independent right of action to enforce such rights, benefits and privileges directly, without the consent or joinder of any other person.

[*Signature Page Follows*]

Sincerely,

INDIANA FINANCE AUTHORITY

By: _____
Cristopher R. Johnston, Chair

ACKNOWLEDGED AND AGREED:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
in its capacity as Primary Bond Trustee, Wastewater Trustee, Drinking Water Trustee, WIFIA Trustee, and Supplemental Assistance Indenture Trustee, respectively

By: _____
Name:
Title:

[*Signature Page to Irrevocable Instruction*]

Annex 1

See attached.

List of Designated WIFIA Participant Loans (for Cash Flow Certificate and Irrevocable Instructions)

ANNEX 1

Loan No.	WIFIA Participant	Program	Allocable SRF[1]	Eligible Project*[2]	Original Loan Amount[3]	Additional Subsidy Forgivable Loan from SRF Fund	Principal Repaid[4]	Outstanding WIFIA Participant Loan* Amount[5]	Closing Date (or Projected Closing Date[6])	Loan Status	Final Payment Include this Payment Date* Cycle[7]	WIFIA Participant Loan Interest Rate[8]
1	Schneider, Town of	SRF	WW Allocation	Yes	$ 877,600	$ 650,000	$ 2,500	$ 225,100	12/15/16	Closed	1/15/2037	2.00%
2	Winchester, City of	SRF	WW Allocation	Yes	1,600,000	-	135,595	1,464,405	11/28/16	Closed	7/15/2037	2.00%
3	Woodburn, City of	SRF	WW Allocation	Yes	7,163,000	500,000	158,000	6,505,000	12/15/17	Closed	1/15/2040	2.00%
4	Woodburn, City of	SRF	WW Allocation	Yes	402,000	-	7,000	395,000	12/15/17	Closed	1/15/2053	2.30%
5	Uniondale, Town of	SRF	WW Allocation	Yes	735,000	500,000	14,000	221,000	12/15/17	Closed	1/15/2038	2.00%
6	CWA Authority, Inc.	SRF	WW Allocation	Yes	163,526,839	-	6,600,100	156,926,739	07/21/17	Closed	7/15/2047	3.53%
7	Attica, City of	SRF	WW Allocation	Yes	4,534,000	-	122,000	4,412,000	02/20/18	Closed	1/15/2038	2.00%
8	Warsaw, City of	SRF	WW Allocation	Yes	9,463,000	-	186,000	9,277,000	12/15/17	Closed	7/15/2052	2.30%
9	Shirley, Town of	SRF	WW Allocation	Yes	792,000	-	12,000	780,000	09/20/18	Closed	1/15/2038	2.25%
10	Greenwood, City of	SRF	WW Allocation	Yes	29,137,000	-	359,000	28,778,000	11/20/18	Closed	1/15/2054	2.55%
11	Evansville, City of	SRF	WW Allocation	Yes	35,020,000	-	-	35,020,000	12/04/18	Closed	7/15/2040	2.90%
12	Evansville, City of	SRF	WW Allocation	Yes	72,335,000	-	-	72,335,000	12/04/18	Closed	7/15/2053	3.32%
13	Montpelier, City of	SRF	WW Allocation	No	3,434,000	-	-	3,434,000	06/19/19	Closed	1/15/2054	2.00%
14	Montpelier, City of	SRF	WW Allocation	No	1,722,000	-	-	1,722,000	06/19/19	Closed	1/15/2054	2.10%
15	Jasonville, City of	SRF	DW Allocation	Yes	1,200,000	-	46,000	1,154,000	08/30/17	Closed	7/15/2038	2.00%
16	Greentown, Town of	SRF	DW Allocation	Yes	2,250,000	1,090,000	2,000	1,158,000	06/19/17	Closed	1/15/2037	2.25%
17	Hillsdale Water Corporation	SRF	DW Allocation	Yes	1,141,000	814,000	21,000	306,000	03/09/17	Closed	1/15/2037	2.00%
18	Marshall, Town of	SRF	DW Allocation	Yes	893,000	700,000	2,000	191,000	12/15/16	Closed	1/15/2037	2.00%
19	Greensburg, City of	SRF	DW Allocation	Yes	22,715,000	-	-	22,715,000	06/11/19	Closed	1/15/2041	3.06%
20	Walkerton, Town of	SRF	DW Allocation	Yes	7,184,000	2,850,000	7,000	4,327,000	12/20/18	Closed	7/15/2040	2.00%
21	Crown Point, City of	SRF	DW Allocation	Yes	9,181,383	-	94,583	9,086,800	12/14/18	Closed	1/15/2039	0.00%
22	Delphi, City of	SRF	DW Allocation	Yes	7,420,000	-	-	7,420,000	12/12/18	Closed	7/15/2053	3.55%
23	Fort Wayne, City of	SRF	DW Allocation	No	7,500,000	-	-	7,500,000	08/08/19	Closed	7/15/2054	0.00%
24	Watson Water Company, Inc.	Supplemental Fund	WW or DW Allocation	No	1,060,000	-	10,000	1,050,000	12/12/18	Closed	1/15/2039	3.55%
25	Bargersville, Town of	Supplemental Fund	WW or DW Allocation	No	621,107	-	403,628	217,479	11/20/17	Closed	1/15/2026	2.26%
26	Paragon, Town of	Supplemental Fund	WW or DW Allocation	No	618,600	-	251,600	367,000	06/27/12	Closed	1/15/2027	2.00%
27	Bunker Hill, Town of	Supplemental Fund	WW or DW Allocation	No	1,491,000	-	417,000	1,074,000	06/17/14	Closed	1/15/2030	2.00%
28	Chesterton, Town of	Supplemental Fund	WW or DW Allocation	No	209,000	-	38,500	170,500	07/27/15	Closed	7/15/2035	0.00%
29	St. Joseph County RWSD	Supplemental Fund	WW or DW Allocation	No	200,000	-	-	200,000	01/27/17	Closed	1/15/2035	0.00%
30	Luce Township RSD	Supplemental Fund	WW or DW Allocation	No	1,297,000	-	155,000	1,142,000	04/02/18	Closed	1/15/2031	2.00%
31	CWA Authority, Inc.	SRF	WW Allocation	Yes	170,000,000	-	-	170,000,000	Oct. 2019	Proposed	1/15/2050	2.90%
32	Evansville, City of	SRF	WW Allocation	Yes	75,000,000	-	-	75,000,000	Dec. 2019	Proposed	7/15/2041	2.90%
33	Tipton, City of	SRF	WW Allocation	No	6,675,000	-	-	6,675,000	Oct. 2019	Proposed	7/15/2054	2.55%
34	Patoka, Town of	SRF	DW Allocation	Yes	150,000	-	-	150,000	Dec. 2020	Proposed	1/15/2040	0.00%
35	CWA Authority, Inc.	SRF	WW Allocation	Yes	213,973,161	-	-	213,973,161	Oct. 2021	Proposed	1/15/2056	2.33%
36	Lawrence, City of	SRF	DW Allocation	Yes	10,486,500	-	-	10,486,500	Feb. 2020	Proposed	1/15/2055	2.33%
37	Crown Point, City of	SRF	DW Allocation	Yes	12,000,000	-	-	12,000,000	Dec. 2019	Proposed	7/15/2054	2.30%
38	Greenwood, City of	SRF	WW Allocation	Yes	33,600,000	-	-	33,600,000	Apr. 2020	Proposed	1/15/2055	2.30%
39	Delphi, City of	SRF	DW Allocation	Yes	17,580,000	-	-	17,580,000	Feb. 2020	Proposed	1/15/2055	2.30%
				Subtotal - Eligible Projects	$ 910,359,483			$ 919,038,684	Total WIFIA Participant Loans pledged under WIFIA Alterative Indenture			
				Subtotal - Not Designated as Eligible Projects	24,827,707							
				Total Projects	$ 935,187,190							

Subject to the Footnotes on page 2.

Footnotes

RSD or RSWD - Denotes a regional sewer district under Indiana law.

* Denotes as defined in the WIFIA Loan Agreement dated September 6, 2019 between the Indiana Finance Authority and USEPA.

1 WW Allocation means (1) the interest payment on this WIFIA Participant Loan is to be deposited upon receipt in the WIFIA Subaccount of the Alternative Wastewater Participant Loan Interest Account of the WW Indenture and (2) the principal payment on this WIFIA Participant Loan is to be deposited upon receipt in the WIFIA Subaccount of the Alternative Wastewater Participant Loan Principal Account of the WW Indenture, each of which are available to pay debt service on the WIFIA Alternative Bonds that has been allocated to the Wastewater Program by the Program Representative.
DW Allocation means (1) the interest payment on this WIFIA Participant Loan is to be deposited upon receipt in the WIFIA Subaccount of the Alternative Drinking Water Participant Loan Interest Account of the DW Indenture and (2) the principal payment on this WIFIA Participant Loan is to be deposited upon receipt in the WIFIA Subaccount of the Alternative Drinking Water Participant Loan Principal Account of the DW Indenture, each of which are available to pay debt service on the WIFIA Alternative Bonds that has been allocated to the Drinking Water Program by the Program Representative.
WW or DW Allocation means the principal and interest payments on this WIFIA Participant Loan are to be deposited upon receipt in the Supplemental Fund under the WIFIA Trust Indenture, which is available to pay debt service on the WIFIA Alternative Bonds.

2 The original aggregate principal amount of these WIFIA Participant Loans, when and as to the extent disbursed and made available by the Indiana Finance Authority for costs of these WIFIA Eligible Projects, will establish the amount of the WIFIA Participant Loans made for purposes of determining whether a "Development Default" occurs under the WIFIA Loan Agreement.

3 These amounts are the aggregate amount of financial assistance made (or expected to be made) available to the WIFIA Participants by the Indiana Finance Authority pursuant to Financial Agreements* dated as of the listed closing date, or projected closing date, as applicable.

4 These amounts are the aggregate principal payments made on the respective WIFIA Participant Loans (as of June 30, 2019); additional principal payments have been made on certain of the WIFIA Participant Loans after June 30, 2019 through and including any made on the Effective Date.*

5 These amounts are the aggregate outstanding principal amount of the WIFIA Participant Loans (as of June 30, 2019 and assuming the financial assistance made, or expected to be made, available to the WIFIA Participant by the Indiana Finance Authority pursuant to the Financial Agreement, dated as of the listed closing date, or projected closing date, as applicable, are disbursed thereunder). Such principal amount of each respective WIFIA Participant Loan is payable pursuant to one or more bonds or notes of the WIFIA Participant dates as of the listed closing date, or projected closing date, as applicable.

6 Dates as of which the WIFIA Participants and the Indiana Finance Authority entered into (or are projected to enter into) the Financial Agreements related to the WIFIA Participant Loans and as of which one or more bonds or notes of the respective WIFIA Participants were issued and delivered (or are projected to be issued and delivered) by each respective WIFIA Participant to the Indiana Finance Authority.

7 The final payment under each respective Financial Agreement related to a WIFIA Participant Loan (and the related bonds or notes of such WIFIA Participant) is to be made within the 6 month period preceding the respective listed date, which date is the final 6-month cycle for which Cash Flow Sufficiency* will be determined by the Indiana Finance Authority by including such respective payments thereunder.

8 Per annum interest on the bonds or notes of the respective WIFIA Participant Loan as issued (or projected to be issued) by each respective WIFIA Participant.