

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY**

WIFIA LOAN AGREEMENT

for up to \$476,581,587

with

HAMPTON ROADS SANITATION DISTRICT

for the

**SUSTAINABLE WATER INITIATIVE FOR TOMORROW
(SWIFT) – TRANCHE 2 PROJECT
(WIFIA – N19152VA)**

Dated as of September 9, 2021

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS AND INTERPRETATION	2
Section 1. Definitions.....	2
Section 2. Interpretation.....	4
ARTICLE II THE WIFIA LOAN.....	4
Section 3. WIFIA Loan Amount.....	4
Section 4. Disbursement Conditions.....	4
Section 5. [Reserved]	4
Section 6. Interest Rate	4
Section 7. [Reserved]	4
Section 8. Payment of Principal and Interest	4
Section 9. Prepayment	5
Section 10. Fees and Expenses	5
ARTICLE III CONDITIONS PRECEDENT	5
Section 11. Conditions Precedent	5
ARTICLE IV REPRESENTATIONS AND WARRANTIES	6
Section 12. Representations and Warranties of Borrower	6
Section 13. Representations and Warranties of WIFIA Lender	7
ARTICLE V COVENANTS	7
Section 14. Covenants.....	7
Section 15. [Reserved]	7
Section 16. [Reserved]	7
ARTICLE VI EVENTS OF DEFAULT	7
Section 17. Events of Default and Remedies.....	7
ARTICLE VII MISCELLANEOUS	7
Section 18. Governing Law	8
Section 19. Effectiveness	8
Section 20. Termination.....	8
Section 21. Miscellaneous	8

SCHEDULES

SCHEDULE I – Project Budget

SCHEDULE II – Construction Schedule

SCHEDULE III – Project

SCHEDULE 12(n) – Construction Contracts

EXHIBITS

EXHIBIT A – Anticipated WIFIA Loan Disbursement Schedule

EXHIBIT B – WIFIA Debt Service

WIFIA LOAN AGREEMENT

THIS WIFIA LOAN AGREEMENT (this “**Agreement**”), dated as of September 9, 2021, is by and between **HAMPTON ROADS SANITATION DISTRICT**, a political subdivision of the Commonwealth of Virginia, with an address at 1434 Air Rail Avenue, Virginia Beach, VA 23455 (the “**Borrower**”), acting by and through the **HAMPTON ROADS SANITATION DISTRICT COMMISSION**, the governing body of the Borrower (the “**Commission**”), and the **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**, an agency of the United States of America, acting by and through the Administrator of the Environmental Protection Agency, with an address at 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, which is codified as 33 U.S.C. §§ 3901-3914;

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

WHEREAS, the Borrower submitted an application for WIFIA financial assistance on March 27, 2020, and the Borrower and the WIFIA Lender entered into that certain WIFIA Master Agreement, dated as of September 28, 2020 (the “**WIFIA Master Agreement**”), pursuant to which the parties thereto have set forth certain common terms and conditions applicable to each WIFIA loan and project under the Master Program;

WHEREAS, the Borrower has submitted a WIFIA Loan Request, received April 19, 2021 (the “**Project WIFIA Loan Request**”), to the WIFIA Lender pursuant to the WIFIA Master Agreement and thereby requested that the WIFIA Lender make the WIFIA Loan (as defined below) in a principal amount not to exceed \$476,581,587 (excluding capitalized interest) to be used to pay a portion of the Eligible Project Costs related to the Project (as defined below);

WHEREAS, as of the date hereof, the Administrator has approved WIFIA financial assistance for the Project to be provided in the form of the WIFIA Loan, subject to the terms and conditions contained herein and in the WIFIA Master Agreement;

WHEREAS, based on the Project WIFIA Loan Request, the Application, the WIFIA Master Agreement and the representations, warranties and covenants set forth herein and therein, the WIFIA Lender proposes to make funding available to the Borrower through the purchase of the WIFIA Bond (as defined below) to be issued by the Borrower, upon the terms and conditions set forth herein and in the WIFIA Master Agreement;

WHEREAS, the Borrower agrees to repay any amount due pursuant to this Agreement and the WIFIA Bond in accordance with the terms and provisions of this Agreement, the WIFIA Master Agreement, the WIFIA Bond and the Subordinate Trust Agreement; 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 Project WIFIA Loan Request, the Application, the WIFIA Master Agreement, and the supporting information provided by the Borrower.

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:

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1. **Definitions.** Each capitalized term used in this Agreement (including in the recitals hereto) and not otherwise defined herein shall have the meaning assigned to such term in the WIFIA Master Agreement. Any term used in this Agreement (including in the recitals hereto) that is defined by reference to any other agreement shall continue to have the meaning specified in such agreement, whether or not such agreement remains in effect. In addition, as used in this Agreement (including in the recitals hereto), the following terms have the following meanings:

“**Agreement**” has the meaning provided in the preamble hereto.

“**Anticipated WIFIA Loan Disbursement Schedule**” means the schedule set forth in Exhibit A (*Anticipated WIFIA Loan Disbursement Schedule*), reflecting the anticipated disbursement of proceeds of the WIFIA Loan, as such schedule may be amended from time to time pursuant to Section 4 (*Disbursement Conditions*).

“**Construction Schedule**” means (a) the initial schedule or schedules on which the construction timetables for the Project are set forth, attached as Schedule II (*Construction Schedule*), and (b) any updates thereto included in the periodic reports submitted to the WIFIA Lender pursuant to Section 16(d) (*Reporting Requirements – Construction Reporting*) of the WIFIA Master Agreement most recently approved by the WIFIA Lender.

“**Early Interest Payment Notice**” has the meaning provided in Section 8(a) (*Payment of Principal and Interest – Payment of WIFIA Debt Service*).

“**Final Maturity Date**” means the earlier of (a) June 1, 2060 (or such earlier date as is set forth in an updated Exhibit B (*WIFIA Debt Service*) pursuant to Section 8(d) (*Payment of Principal and Interest – Adjustments to Loan Amortization Schedule*) of the WIFIA Master Agreement); and (b) the Principal Payment Date immediately preceding the date that is thirty-five (35) years following the Substantial Completion Date.

“First Payment Date” means the earlier to occur of (a) the June 1 or December 1 immediately following the Initial Disbursement Date and (b) the Payment Date on or immediately preceding the fifth (5th) anniversary of the Substantial Completion Date.

“Interest Payment Date” means each June 1 and December 1.

“Loan Amortization Schedule” means the loan amortization schedule reflected in the applicable column of Exhibit B (*WIFIA Debt Service*), as amended from time to time in accordance with Section 8(d) (*Payment of Principal and Interest – Adjustments to Loan Amortization Schedule*) of the WIFIA Master Agreement.

“Principal Payment Date” means each June 1 and December 1, beginning on December 1, 2033.

“Project” means the Borrower’s Sustainable Water Initiative for Tomorrow (SWIFT) – Tranche 2 Project, located at various locations within the Borrower’s service area, as described in further detail in Schedule III (*Project*).

“Project Budget” means the budget for the Project attached to this Agreement as Schedule I (*Project Budget*) 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.

“Project WIFIA Loan Request” has the meaning provided in the recitals hereto.

“Projected Substantial Completion Date” means April 1, 2029, as such date may be adjusted in accordance with Section 16(d) (*Reporting Requirements – Construction Reporting*) of the WIFIA Master Agreement.

“WIFIA Bond” means the Bond issued and delivered by the Borrower in substantially the form of Exhibit A (*Form of WIFIA Bond*) to the WIFIA Master Agreement.

“WIFIA Loan” means the secured loan made by the WIFIA Lender to the Borrower on the terms and conditions set forth herein, in the WIFIA Master Agreement and in the WIFIA Bond, pursuant to the Act, in a principal amount not to exceed \$476,581,587 (excluding capitalized interest), to be used in respect of Eligible Project Costs with respect to the Project.

“WIFIA Loan Agreement Effective Date” means the date of this Agreement.

“WIFIA Master Agreement” has the meaning provided in the recitals hereto.

“WIFIA Resolution” means that certain Resolution Authorizing the Issuance and Award of a Hampton Roads Sanitation District Subordinate Wastewater Revenue Bond, adopted by the Commission on August 24, 2021, authorizing the execution and delivery of this Agreement and the WIFIA Bond and certain related actions by the Borrower in connection with the issuance of the WIFIA Loan.

“WIFIA Series Agreement” means that certain Ninth Supplemental Trust Agreement, dated as of September 9, 2021, by and between the Borrower and the Trustee.

Section 2. Interpretation.

(a) Except as otherwise expressly provided herein, the rules of interpretation set forth in Section 2 of the WIFIA Master Agreement shall apply herein, *mutatis mutandis*, as if set out in this Agreement in full (and as if each reference therein to “this Agreement” were a reference to this Agreement, and each reference to any “WIFIA Loan” or any “WIFIA Bond” were a reference, respectively, to the WIFIA Loan or the WIFIA Bond as such terms are defined in this Agreement).

(b) This Agreement is one of the WIFIA Loan Agreements referenced in the WIFIA Master Agreement.

**ARTICLE II
THE WIFIA LOAN**

Section 3. WIFIA Loan Amount. The principal amount of the WIFIA Loan shall not exceed \$476,581,587 (excluding capitalized interest). WIFIA Loan proceeds available to be drawn shall be disbursed from time to time in accordance with Section 4 (*Disbursement Conditions*) hereof and Section 11(c) (*Conditions Precedent – Conditions Precedent to Disbursements*) of the WIFIA Master Agreement.

Section 4. Disbursement Conditions. The WIFIA Loan shall be disbursed in accordance with Section 4 (*Disbursement Conditions*) of the WIFIA Master Agreement.

Section 5. [Reserved].

Section 6. Interest Rate. The interest rate with respect to the Outstanding WIFIA Loan Balance for the WIFIA Loan shall be one and ninety-five hundredths percent (1.95%) per annum. Interest will accrue and be computed on the Outstanding WIFIA Loan Balance from time to time pursuant to, and otherwise in accordance with, with Section 6 (*Interest Rate*) of the WIFIA Master Agreement.

Section 7. [Reserved].

Section 8. Payment of Principal and Interest.

(a) Payment of WIFIA Debt Service. Payments of WIFIA Debt Service shall be made by the Borrower on each Payment Date occurring on or after the First Payment Date as provided in Section 8(a) (*Payment of Principal and Interest – Payment of WIFIA Debt Service*) of the WIFIA Master Agreement. On each Interest Payment Date following the Initial Disbursement Date to and including June 1, 2028, interest accrued and not paid on the WIFIA Loan in each six (6)-month period ending immediately prior to such Interest Payment Date shall be capitalized and added to the Outstanding WIFIA Loan Balance as set forth in Exhibit B (*WIFIA Debt Service*). As of any date that is at least thirty (30) days prior to any Payment Date during such period, the Borrower may deliver to the WIFIA Lender a certificate from the Borrower’s Authorized Representative (the “**Early Interest Payment Notice**”) stating that the Borrower elects to end capitalizing interest as of such Payment Date in accordance with Section 2.1(f) of the WIFIA Series Agreement and, following such election, from and after such Payment Date interest shall be

currently due and payable in accordance with the terms hereof; provided that (x) only one Early Interest Payment Notice may be given and (y) the Early Interest Payment Notice shall be irrevocable. Upon receipt by the WIFIA Lender of the Early Interest Payment Notice, the WIFIA Lender shall promptly modify the Loan Amortization Schedule in accordance with Section 8(d) (*Payment of Principal and Interest – Adjustments to Loan Amortization Schedule*) of the WIFIA Master Agreement to reflect such revised payments. For the avoidance of doubt, the “Outstanding WIFIA Loan Balance” with respect to the WIFIA Loan shall include all capitalized interest thereon.

(b) WIFIA Bond. As evidence of the Borrower’s obligation to repay the WIFIA Loan, the Borrower shall issue and deliver to the WIFIA Lender, on or prior to the WIFIA Loan Agreement Effective Date, the WIFIA Bond substantially in the form of Exhibit A (*Form of WIFIA Bond*) to the Master Agreement, having a maximum principal amount of \$476,581,587 (excluding capitalized interest).

Section 9. Prepayment. The WIFIA Bond shall be prepaid in accordance with Section 9(a) (*Prepayment – Mandatory Prepayment*) of the WIFIA Master Agreement. The Borrower may prepay the WIFIA Loan in accordance with Section 9(b) (*Prepayment – Optional Prepayments*) of the WIFIA Master Agreement.

Section 10. Fees and Expenses. The Borrower shall pay to the WIFIA Lender, in each case pursuant to and in accordance with Section 10 (*Fees and Expenses*) of the WIFIA Master Agreement:

- (a) a one-time Servicing Set-Up Fee equal to \$26,610;
- (b) an annual Construction Period Servicing Fee equal to \$26,610 per annum; provided that the initial Construction Period Servicing Fee shall be in a pro-rated amount equal to \$0 in accordance with Section 10(a)(ii) (*Fees and Expenses*) of the WIFIA Master Agreement; and
- (c) an Operating Period Servicing Fee equal to \$7,990 per annum; and
- (d) any other applicable fees, costs, charges and expenses pursuant to, and otherwise in accordance with, Section 10 (*Fees and Expenses*) of the WIFIA Master Agreement.

ARTICLE III CONDITIONS PRECEDENT

Section 11. Conditions Precedent.

(a) Conditions Precedent to Effectiveness. The effectiveness of this Agreement is subject to the satisfaction, or the WIFIA Lender’s written waiver, as determined by the WIFIA Lender in its sole discretion, of each of the conditions precedent to the effectiveness of this Agreement set forth in Section 11(b) (*Conditions Precedent – Conditions Precedent to Effectiveness of Each WIFIA Loan Agreement*) of the WIFIA Master Agreement (each of which is incorporated by reference herein, *mutatis mutandis*, as if set out in this Agreement in full and as if each reference therein to any “Project,” any “WIFIA Loan,” any “WIFIA Bond,” or any “WIFIA

Loan Agreement” were a reference, respectively, to the Project, the WIFIA Loan, the WIFIA Bond, or this Agreement (as such terms are defined in this Agreement)).

(b) Conditions Precedent to Disbursements. Notwithstanding anything in this Agreement to the contrary, the WIFIA Lender’s obligation to make any disbursement of the WIFIA Loan to the Borrower (including the initial disbursement hereunder) is subject to the satisfaction or the WIFIA Lender’s written waiver, as determined by the WIFIA Lender in its sole discretion, of (i) each of the conditions precedent to disbursements set forth in Section 11(c) (*Conditions Precedent – Conditions Precedent to Disbursements*) of the WIFIA Master Agreement (each of which is incorporated by reference herein, *mutatis mutandis*, as if set out in this Agreement in full and as if each reference therein to any “WIFIA Loan” or any “WIFIA Loan Agreement” were a reference, respectively, to the WIFIA Loan or this Agreement (as such terms are defined in this Agreement)), (ii) with respect to the initial disbursement hereunder the proceeds of which are or will be applied at any time to fund or reimburse Eligible Project Costs in respect of the Boat Harbor Treatment Plant Pump Station Conversion and Transmission Force Main Sections 1 and 2 components or the Boat Harbor Transmission Force Main Land Acquisition component of the Project, demonstration by the Borrower that all Governmental Approvals necessary as of the time of such disbursement for the development, construction, operation and maintenance of such components have been issued and are in full force and effect (and are not subject to any notice of violation, breach or revocation), including that the Borrower is prepared to implement or has implemented the Essential Fish Habitat conservation recommendations that EPA has adopted under the Magnuson-Stevens Fishery Conservation and Management Act, and (iii) with respect to the initial disbursement hereunder, demonstration by the Borrower that all Governmental Approvals necessary as of the time of such disbursement for the development, construction, operation and maintenance of the Project have been issued and are in full force and effect, including conclusion of the federal consistency review under the Coastal Zone Management Act by the Virginia Department of Environmental Quality for those construction activities subject to its regulatory authority.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 12. Representations and Warranties of Borrower. The representations and warranties set out in Section 12 (*Representations and Warranties of Borrower*) of the WIFIA Master Agreement shall be made on the WIFIA Loan Agreement Effective Date and as of each date on which any disbursement of the WIFIA Loan is requested or made, except as otherwise expressly provided in Section 12 of the WIFIA Master Agreement. Each such representation and warranty is incorporated by reference herein, *mutatis mutandis*, for the benefit of the WIFIA Lender as if set out in this Agreement in full (and as if each reference therein to “this Agreement” were a reference to this Agreement and as if each reference therein to (a) any “Project” or the “Master Program”, (b) any “WIFIA Loan” or (c) any “WIFIA Bond” were a reference, respectively, to (i) the Project, (ii) the WIFIA Loan or (iii) the WIFIA Bond (as such terms are defined in this Agreement)). The Borrower acknowledges that it makes such representations and warranties with the intention of inducing the WIFIA Lender to enter into this Agreement and the other WIFIA Loan Documents and to advance the WIFIA Loan to the Borrower, and that the WIFIA Lender has entered into this Agreement and the other WIFIA Loan Documents on the basis of, and in full reliance on, each such representation and warranty.

Section 13. Representations and Warranties of WIFIA Lender. The representations and warranties set out in Section 13 (*Representations and Warranties of WIFIA Lender*) of the WIFIA Master Agreement shall be made on the WIFIA Loan Agreement Effective Date, *mutatis mutandis*, for the benefit of the Borrower as if set out in this Agreement in full (and as if each reference therein to any “WIFIA Loan” were a reference to the WIFIA Loan (as such term is defined in this Agreement)).

ARTICLE V COVENANTS

Section 14. Covenants. The Borrower covenants and agrees, until the date the WIFIA Loan and all of the obligations of the Borrower under the WIFIA Loan Documents with respect to the WIFIA Loan or the Project (other than contingent indemnity obligations) have been irrevocably paid in full in immediately available funds and the WIFIA Lender no longer has any commitment to make disbursements under this Agreement to the Borrower, unless the WIFIA Lender waives compliance in writing, to comply with each of the covenants set forth in the WIFIA Master Agreement, including Section 14 (*Affirmative Covenants*), Section 15 (*Negative Covenants*) and Section 16 (*Reporting Requirements*) of the WIFIA Master Agreement, which covenants are incorporated by reference herein *mutatis mutandis* as if fully set forth herein (and as if each reference therein to “this Agreement” were a reference to this Agreement and as if each reference therein to (a) any “Project” or the “Master Program,” (b) any “WIFIA Loan” or (c) any “WIFIA Bond” were a reference, respectively, to (i) the Project, (ii) the WIFIA Loan or (iii) the WIFIA Bond (as such terms are defined in this Agreement)).

Section 15. [Reserved].

Section 16. [Reserved].

ARTICLE VI EVENTS OF DEFAULT

Section 17. Events of Default and Remedies.

(a) Each Event of Default set out in Section 17 (*Events of Default and Remedies*) of the WIFIA Master Agreement shall constitute an Event of Default under this Agreement, except as otherwise expressly provided in Section 17 (*Events of Default and Remedies*) of the WIFIA Master Agreement.

(b) Upon the occurrence and during the continuation of any Event of Default hereunder, the WIFIA Lender shall have each of the rights and remedies to which it is entitled as provided in and with the same effect as described in Section 17 (*Events of Default and Remedies*) of the WIFIA Master Agreement.

ARTICLE VII MISCELLANEOUS

Section 18. 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 Commonwealth, if and to the extent such federal laws are not applicable.

Section 19. Effectiveness. This Agreement shall be effective on the WIFIA Loan Agreement Effective Date.

Section 20. Termination. This Agreement shall terminate upon the irrevocable payment in full in immediately available funds by the Borrower of the Outstanding WIFIA Loan Balance, together with all accrued interest, fees and expenses with respect thereto; provided that the indemnification requirements of Section 32 (Indemnification) of the Master WIFIA Agreement, as incorporated herein, the reporting and record keeping requirements of Section 14(p) (Affirmative Covenants – Access; Records) of the WIFIA Master Agreement, as incorporated herein, and the payment requirements of Section 10 (Fees and Expenses) shall survive the termination of this Agreement as provided in such sections.

Section 21. Miscellaneous. Article VII (Miscellaneous) of the WIFIA Master Agreement (other than Sections 25 (Governing Law), 34 (Effectiveness) and 35 (Termination) of the WIFIA Master Agreement) shall be incorporated in this Agreement, *mutatis mutandis*, as if set out in this Agreement in full (and as if each reference therein to “this Agreement” were a reference to this Agreement and as if each reference therein to (a) any “Project” or the “Master Program”, (b) any “WIFIA Loan” or (c) any “WIFIA Bond” were a reference, respectively, to (i) the Project, (ii) the WIFIA Loan or (iii) the WIFIA Bond (as such terms are defined in this Agreement)).

[The remainder of this page intentionally left blank; signature pages immediately follow.]

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.

HAMPTON ROADS SANITATION DISTRICT,
by its authorized representative

By:

A solid black rectangular box redacting the signature of the authorized representative.

Name: Edward G. Henifin
Title: General Manager

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

By: 
Name: Michael S. Regan
Title: Administrator

SCHEDULE I
PROJECT BUDGET

USES OF FUNDS					
Project Element	Planning	Design	Construction	Other	Total
BH015700 Boat Harbor Treatment Plant Pump Station Conversion	\$1,279,295	\$5,367,000	\$59,710,300	\$13,271,406	\$79,628,000
BH015710 Boat Harbor Treatment Plant Transmission Force Main Section 1	\$1,789,000	\$5,859,000	\$58,648,000	\$13,259,200	\$79,555,200
BH015720 Boat Harbor Treatment Plant Transmission Force Main Section 2	\$400,000	\$1,600,000	\$20,020,000	\$4,404,000	\$26,424,000
GN016362 James River Recharge Wells	\$0	\$0	\$35,960,000	\$3,596,000	\$39,556,000
JR013400 James River Advanced Nutrient Reduction Improvements	\$1,237,935	\$5,783,862	\$85,911,025	\$4,413,662	\$97,346,484
NP013810 Nansemond Advanced Nutrient Reduction Improvements Phase I	\$1,000,000	\$0	\$0	\$500,000	\$1,500,000
NP013820 Nansemond Advanced Nutrient Reduction Improvements Phase II	\$3,324,000	\$6,238,000	\$209,082,000	\$43,942,400	\$262,586,400
GN016380 Nansemond SWIFT Facility	\$4,941,000	\$8,752,200	\$293,320,200	\$58,476,000	\$365,489,400
GN016343 James River SWIFT Land Acquisition	\$0	\$12,530,000	\$0	\$0	\$12,530,000
GN016345 Boat Harbor Treatment Plant Pump Station Conversion Land Acquisition	\$0	\$5,000,000	\$0	\$0	\$5,000,000
GN016346 Boat Harbor Transmission Force Main Land Acquisition	\$0	\$2,500,000	\$0	\$500,000	\$3,000,000
Total Project Costs	\$13,971,229	\$53,630,062	\$762,651,524	\$142,362,668	\$972,615,484
Total Eligible Projects	\$13,971,229	\$53,630,062	\$762,651,524	\$142,362,668	\$972,615,484

SOURCES OF FUNDS		
WIFIA Loan	\$476,581,587	49%
Clean Water SRF	\$300,000,000	31%
Cash	\$196,033,897	20%
Total Sources	\$972,615,484	100%

SCHEDULE II**CONSTRUCTION SCHEDULE**

Project Component Name	Start Date	Begin Design	Begin Construction	Substantial Completion
Boat Harbor Treatment Plant Pump Station Conversion	7/01/2021	9/01/2021	7/01/2022	1/01/2025
Boat Harbor Treatment Plant Transmission Force Main Section 1	2/01/2020	6/01/2020	4/01/2021	6/01/2023
Boat Harbor Treatment Plant Transmission Force Main Section 2	2/01/2020	6/01/2020	4/01/2021	6/01/2023
James River Recharge Wells	12/01/2020	6/01/2021	4/01/2022	1/01/2026
James River Advanced Nutrient Reduction Improvements	8/01/2019	10/01/2019	1/01/2021	9/01/2025
Nansemond Advanced Nutrient Reduction Improvements Phase I	4/01/2020	8/01/2020	8/01/2020	8/01/2020
Nansemond Advanced Nutrient Reduction Improvements Phase II	1/01/2020	9/01/2021	9/01/2021	11/01/2025
Nansemond SWIFT Facility	4/01/2021	5/01/2023	8/01/2024	4/01/2029
James River SWIFT Land Acquisition	8/01/2020	N/A	N/A	8/01/2020
Boat Harbor Treatment Plant Pump Station Conversion Land Acquisition	7/01/2021	8/01/2021	8/01/2021	8/01/2021
Boat Harbor Transmission Force Main Land Acquisition	9/01/2021	6/01/2022	6/01/2022	6/01/2022

SCHEDULE III

PROJECT

The Project, the Borrower's Sustainable Water Initiative for Tomorrow (SWIFT) – Tranche 2 Project, consists of the design and construction of new facilities and other improvements to improve the water quality of the Chesapeake Bay. The Project includes the following components:

- (1) Boat Harbor Treatment Plant Pump Station Conversion and Transmission Force Main Sections 1 and 2, which includes the conversion of the Boat Harbor Treatment Plant (“BHTP”) into a pumping station (including equalization and headworks facilities), the subaqueous crossing of the James River to convey flow to the Nansemond Treatment Plant (“NTP”), and the on-land connection of Section 1 to the NTP;
- (2) James River Advanced Nutrient Reduction Improvements, which includes the design, supply, construction, and commissioning of improvements (including nutrient reduction measures) to the secondary treatment process at the James River Treatment Plant (“JRTP”), in order to provide stable source water quality that meets the influent requirements of the full scale SWIFT facility at the JRTP;
- (3) James River Recharge Wells, which includes the construction and development of seven (7) off-site recharge wells and services for the development, logging, testing and conditioning of the well associated with SWIFT at the JRTP site;
- (4) Nansemond SWIFT Facility, which includes the design and construction of advanced water treatment facilities needed to produce SWIFT water at the NTP;
- (5) Nansemond Advanced Nutrient Reduction Improvements Phases 1 and 2, which includes the planning, design and construction of improvements to the NTP to support reliable treatment of raw, screened wastewater from the BHTP service area and raw influent from the NTP service area; and
- (6) Land Acquisition, which includes the purchase and acquisition of land (a) from the City of Newport News to accommodate the construction of infrastructure for the James River SWIFT project, (b) for the BHTP pump station conversion, and (c) to accommodate the Boat Harbor transmission force main of seven recharge wells and one monitoring well.

SCHEDULE 12(n)

CONSTRUCTION CONTRACTS

A. Existing Construction Contracts

None.

B. Additional Construction Contracts

Contract Name / Number	Estimated Scope of Work	Estimated Bid Date
BH015700 Boat Harbor Treatment Plant Pump Station Conversion	The Boat Harbor Treatment Plant will be converted to a pumping station, including equalization and headworks facilities while remaining in operation for wastewater treatment during conversion. The new infrastructure will be designed to meet HRSD's resiliency standards and consider remote operation and access in future conditions including sea level rise.	Nov-22
BH015710 Boat Harbor Treatment Plant Transmission Force Main Section 1	The project consists of the subaqueous crossing of the James River to convey flow to the Nansemond Treatment Plant. This project is anticipated to be delivered by the design-build procurement method due to the unique construction techniques required and coordination of construction schedule and permit requirements.	Sep-22
BH015720 Boat Harbor Treatment Plant Transmission Force Main Section 2	The project consists of the on-land connection of Section 1 to the Nansemond Treatment Plant. This project is generally a standard Interceptor Force Main (IFM) utilizing open cut and a Horizontal Direction Drill (HDD) crossing of I-664. This project is anticipated to be delivered by the design-bid-build procurement method due to the standard construction methods required. HRSD desires to construct this section of the IFM soon to accommodate development of the Tidewater Community College (TCC) property.	Aug-22
GN016362 James River Recharge Wells (off-site)	This project includes the construction of seven off site recharge wells and associated monitoring wells; services for the development, logging, testing, and conditioning of the wells associated with SWIFT at the James River Treatment Plant. The scope does not include the mechanical equipment associated with the conveyance of SWIFT water up to and into the wells.	Jun-21
JR013400 James River Advanced Nutrient	James River Treatment Plant Advanced Nutrient Reduction Improvements (JR013400) project includes the design, construction, and commissioning of improvements to the secondary treatment process at the JRTP. These advanced secondary treatment improvements, including nutrient	Nov-21

<p>Reduction Improvements†</p>	<p>reduction measures, will be required to provide stable source water quality that meets the influent requirements of the Full Scale SWIFT Facility at the JRTP. This project includes the design, supply, construction, and commissioning of the following major new elements:</p> <ul style="list-style-type: none"> a. Administration Building b. Maintenance Building c. Electrical Building d. Main Power Distribution Equipment and Facilities e. Generator and Fuel Storage Facilities f. Wastewater Chemical Storage and Feed Equipment Facilities g. Integrated Fixed Film Activated Sludge (IFAS) Effluent Channel h. Secondary Clarifier Equipment and Facilities i. Moving Bed Bioreactor Equipment and Facilities j. Equalization of Well Backflush Water k. Hydraulic Connection to Existing Chlorine Contact Facilities l. Main DCS Programming and Equipment m. Mechanical, Electrical, and Plumbing n. Site Work including Stormwater Management o. The project may include demolition of the following existing facilities as needed to complete the Work: <ul style="list-style-type: none"> 1) Main Administration Building including Incoming Power Distribution 2) Bisulfite Storage Building 3) Warehouse Building 4) Portions of Secondary Clarifier Facilities 	
<p>NP013810 Nansemond Advanced Nutrient Reduction Improvements Phase I</p>	<p>This project will involve the preliminary engineering necessary to begin design and construction of improvements to Nansemond Treatment Plant to support reliable treatment of raw, screened wastewater from the Boat Harbor Treatment Plant service area and raw influent from the Nansemond Treatment Plant service area. A Capacity Study determined that nutrient removal and hydraulic upgrades would be required to treat both flows and loads to meet the targeted effluent concentrations.</p> <p>The scope includes preliminary engineering for equalization of primary effluent and upgrades to preliminary and secondary treatment, solids handling including the Struvite Recovery Facility (SRF), disinfection facilities, odor control system, effluent pump station and drain pump station. Preliminary engineering will include planning which will</p>	<p>Aug-20</p>

	determine the appropriate design conditions for the upgraded and new facilities and ensure optimal and efficient treatment performance will be maintained.	
NP013820 Nansemond Advanced Nutrient Reduction Improvements Phase II	This project is for the design and construction of improvements to Nansemond Treatment Plant to support reliable treatment of raw, screened wastewater from the Boat Harbor Treatment Plant service area and raw influent from the Nansemond Treatment Plant service area. A Capacity Study determined that nutrient removal and hydraulic upgrades would be required to treat both flows and loads to meet the targeted effluent concentrations. The scope includes equalization of primary effluent and upgrades to preliminary and secondary treatment, solids handling including the Struvite Recovery Facility (SRF), disinfection facilities, odor control system, effluent pump station and drain pump station. This effort will include all associated pumping, piping, tankage, mechanical, and electrical equipment. This estimate assumes all necessary ancillary facilities will be upgraded as required.	Sep-22
GN016380 Nansemond SWIFT Facility	Nansemond SWIFT will include advanced water treatment facilities needed to produce SWIFT water at the Nansemond Treatment Plant. The scope includes advanced water treatment facilities, conveyance of SWIFT water to the recharge wells, and modifications to the non-potable water system. The scope does not include land acquisition, modifications to the existing outfall system, or improvements to the existing wastewater treatment process to improve the quality of the secondary effluent to meet the influent requirements of the SWIFT treatment facilities. The scope does not include drilling of the recharge and monitoring wells.	Mar-24
GN016343 James River SWIFT Land Acquisition	The James River Land Acquisition Project will provide for the purchase of land from the City of Newport News (City) to accommodate the construction of infrastructure. This land acquisition includes approximately 10 acres of property adjacent to the James River Treatment Plant for plant expansion.	Jun-21
GN016345 Boat Harbor Treatment Plant Pump Station Conversion Land Acquisition	This project will fund the purchase of land that is needed for the pump station.	Aug-21
GN016346 Boat Harbor	Seven recharge wells and one monitoring well are planned to be located on the west side of I-664 across from Nansemond	Jun-22

Transmission Force Main Land Acquisition	TP. This project will fund the purchase of land that is needed for these eight well sites.	
---	--	--

EXHIBIT A

ANTICIPATED WIFIA LOAN DISBURSEMENT SCHEDULE

<u>Federal Fiscal Year</u>	<u>Amount</u>
2022	\$50,078,048
2023	\$98,305,519
2024	\$249,694,006
2025	\$78,504,014
Total	\$476,581,587

EXHIBIT B
WIFIA DEBT SERVICE

[See attached]

**Hampton Roads Sanitation District - SWIFT Tranche 2 - N19152VA
WIFIA Loan Amortization Schedule**

Closing Date 9/9/2021
 Loan Amount \$ 476,581,587.00
 Interest rate 1.95%
 Maturity 6/1/2060
 Weight Average Life (years-months) 31-1

Explanatory Note
 On each Interest Payment Date prior to the initial Principal Payment Date, interest accrued and not paid on the Outstanding WIFIA Loan Balance of the WIFIA Loan in each six (6)-month period ending immediately prior to such date shall be capitalized in and added to the Outstanding WIFIA Loan Balance as shown in the Column I of Exhibit B.

Column A	Column B	Column C	Column C	Column D	Column E	Column F	Column G	Column H	Column I
Period Start Date	Period End Date	Period Payment Date	Disbursements in Period	Capitalized Interest	Interest Payment	Principal Repayment	% of Maximum Principal Outstanding	Semi-annual Debt Service Payment	Ending Balance
9/9/2021	11/30/2021	12/1/2021	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
12/1/2021	5/31/2022	6/1/2022	\$50,078,048.00	\$388,260.97	\$100,000.00	\$0.00	0.00%	\$100,000.00	\$50,466,308.97
6/1/2022	11/30/2022	12/1/2022	\$0.00	\$392,046.52	\$100,000.00	\$0.00	0.00%	\$100,000.00	\$50,858,355.49
12/1/2022	5/31/2023	6/1/2023	\$98,305,519.00	\$1,354,347.79	\$100,000.00	\$0.00	0.00%	\$100,000.00	\$150,518,222.28
6/1/2023	11/30/2023	12/1/2023	\$0.00	\$1,367,552.67	\$100,000.00	\$0.00	0.00%	\$100,000.00	\$151,885,774.95
12/1/2023	5/31/2024	6/1/2024	\$249,694,006.00	\$3,815,402.87	\$100,000.00	\$0.00	0.00%	\$100,000.00	\$405,395,183.82
6/1/2024	11/30/2024	12/1/2024	\$0.00	\$3,852,603.05	\$100,000.00	\$0.00	0.00%	\$100,000.00	\$409,247,786.87
12/1/2024	5/31/2025	6/1/2025	\$78,504,014.00	\$4,655,580.07	\$100,000.00	\$0.00	0.00%	\$100,000.00	\$492,407,380.94
6/1/2025	11/30/2025	12/1/2025	\$0.00	\$4,700,971.97	\$100,000.00	\$0.00	0.00%	\$100,000.00	\$497,108,352.91
12/1/2025	5/31/2026	6/1/2026	\$0.00	\$4,746,806.45	\$100,000.00	\$0.00	0.00%	\$100,000.00	\$501,855,159.36
6/1/2026	11/30/2026	12/1/2026	\$0.00	\$4,793,087.81	\$100,000.00	\$0.00	0.00%	\$100,000.00	\$506,648,247.17
12/1/2026	5/31/2027	6/1/2027	\$0.00	\$4,839,820.41	\$100,000.00	\$0.00	0.00%	\$100,000.00	\$511,488,067.58
6/1/2027	11/30/2027	12/1/2027	\$0.00	\$4,887,008.66	\$100,000.00	\$0.00	0.00%	\$100,000.00	\$516,375,076.24
12/1/2027	5/31/2028	6/1/2028	\$0.00	\$4,934,657.00	\$100,000.00	\$0.00	0.00%	\$100,000.00	\$521,309,733.24
6/1/2028	11/30/2028	12/1/2028	\$0.00	\$0.00	\$5,082,769.90	\$0.00	0.00%	\$5,082,769.90	\$521,309,733.24
12/1/2028	5/31/2029	6/1/2029	\$0.00	\$0.00	\$5,082,769.90	\$0.00	0.00%	\$5,082,769.90	\$521,309,733.24
6/1/2029	11/30/2029	12/1/2029	\$0.00	\$0.00	\$5,082,769.90	\$0.00	0.00%	\$5,082,769.90	\$521,309,733.24
12/1/2029	5/31/2030	6/1/2030	\$0.00	\$0.00	\$5,082,769.90	\$0.00	0.00%	\$5,082,769.90	\$521,309,733.24
6/1/2030	11/30/2030	12/1/2030	\$0.00	\$0.00	\$5,082,769.90	\$0.00	0.00%	\$5,082,769.90	\$521,309,733.24
12/1/2030	5/31/2031	6/1/2031	\$0.00	\$0.00	\$5,082,769.90	\$0.00	0.00%	\$5,082,769.90	\$521,309,733.24
6/1/2031	11/30/2031	12/1/2031	\$0.00	\$0.00	\$5,082,769.90	\$0.00	0.00%	\$5,082,769.90	\$521,309,733.24
12/1/2031	5/31/2032	6/1/2032	\$0.00	\$0.00	\$5,082,769.90	\$0.00	0.00%	\$5,082,769.90	\$521,309,733.24
6/1/2032	11/30/2032	12/1/2032	\$0.00	\$0.00	\$5,082,769.90	\$0.00	0.00%	\$5,082,769.90	\$521,309,733.24
12/1/2032	5/31/2033	6/1/2033	\$0.00	\$0.00	\$5,082,769.90	\$0.00	0.00%	\$5,082,769.90	\$521,309,733.24
6/1/2033	11/30/2033	12/1/2033	\$0.00	\$0.00	\$5,082,769.90	\$521,309.74	0.10%	\$5,604,079.64	\$520,788,423.50
12/1/2033	5/31/2034	6/1/2034	\$0.00	\$0.00	\$5,077,687.13	\$521,309.74	0.10%	\$5,598,996.87	\$520,267,113.76
6/1/2034	11/30/2034	12/1/2034	\$0.00	\$0.00	\$5,072,604.36	\$521,309.74	0.10%	\$5,593,914.10	\$519,745,804.02
12/1/2034	5/31/2035	6/1/2035	\$0.00	\$0.00	\$5,067,521.59	\$521,309.74	0.10%	\$5,588,831.33	\$519,224,494.28
6/1/2035	11/30/2035	12/1/2035	\$0.00	\$0.00	\$5,062,438.82	\$521,309.74	0.10%	\$5,583,748.56	\$518,703,184.54
12/1/2035	5/31/2036	6/1/2036	\$0.00	\$0.00	\$5,057,356.05	\$521,309.74	0.10%	\$5,578,665.79	\$518,181,874.80
6/1/2036	11/30/2036	12/1/2036	\$0.00	\$0.00	\$5,052,273.28	\$521,309.74	0.10%	\$5,573,583.02	\$517,660,565.06
12/1/2036	5/31/2037	6/1/2037	\$0.00	\$0.00	\$5,047,190.51	\$521,309.74	0.10%	\$5,568,500.25	\$517,139,255.32
6/1/2037	11/30/2037	12/1/2037	\$0.00	\$0.00	\$5,042,107.74	\$521,309.74	0.10%	\$5,563,417.48	\$516,617,945.58
12/1/2037	5/31/2038	6/1/2038	\$0.00	\$0.00	\$5,037,024.97	\$521,309.74	0.10%	\$5,558,334.71	\$516,096,635.84
6/1/2038	11/30/2038	12/1/2038	\$0.00	\$0.00	\$5,031,942.20	\$521,309.74	0.10%	\$5,553,251.94	\$515,575,326.10
12/1/2038	5/31/2039	6/1/2039	\$0.00	\$0.00	\$5,026,859.43	\$521,309.74	0.10%	\$5,548,169.17	\$515,054,016.36
6/1/2039	11/30/2039	12/1/2039	\$0.00	\$0.00	\$5,021,776.66	\$521,309.74	0.10%	\$5,543,086.40	\$514,532,706.62
12/1/2039	5/31/2040	6/1/2040	\$0.00	\$0.00	\$5,016,693.89	\$521,309.74	0.10%	\$5,538,003.63	\$514,011,396.88
6/1/2040	11/30/2040	12/1/2040	\$0.00	\$0.00	\$5,011,611.12	\$1,355,405.31	0.26%	\$6,367,016.43	\$512,655,991.57
12/1/2040	5/31/2041	6/1/2041	\$0.00	\$0.00	\$4,998,395.92	\$1,355,405.31	0.26%	\$6,353,801.23	\$511,300,586.26
6/1/2041	11/30/2041	12/1/2041	\$0.00	\$0.00	\$4,985,180.72	\$521,309.74	0.10%	\$5,506,490.46	\$510,779,276.52
12/1/2041	5/31/2042	6/1/2042	\$0.00	\$0.00	\$4,980,097.95	\$521,309.74	0.10%	\$5,501,407.69	\$510,257,966.78
6/1/2042	11/30/2042	12/1/2042	\$0.00	\$0.00	\$4,975,015.18	\$4,431,132.74	0.85%	\$9,406,147.92	\$505,826,834.04
12/1/2042	5/31/2043	6/1/2043	\$0.00	\$0.00	\$4,931,811.64	\$4,431,132.74	0.85%	\$9,362,944.38	\$501,395,701.30
6/1/2043	11/30/2043	12/1/2043	\$0.00	\$0.00	\$4,888,608.09	\$4,691,787.60	0.90%	\$9,580,395.69	\$496,703,913.70
12/1/2043	5/31/2044	6/1/2044	\$0.00	\$0.00	\$4,842,863.16	\$4,691,787.60	0.90%	\$9,534,650.76	\$492,012,126.10
6/1/2044	11/30/2044	12/1/2044	\$0.00	\$0.00	\$4,797,118.23	\$7,454,729.19	1.43%	\$12,251,847.42	\$484,557,396.91
12/1/2044	5/31/2045	6/1/2045	\$0.00	\$0.00	\$4,724,434.62	\$7,454,729.19	1.43%	\$12,179,163.81	\$477,102,667.72
6/1/2045	11/30/2045	12/1/2045	\$0.00	\$0.00	\$4,651,751.02	\$7,976,038.92	1.53%	\$12,627,789.94	\$469,126,628.80
12/1/2045	5/31/2046	6/1/2046	\$0.00	\$0.00	\$4,573,984.64	\$7,976,038.92	1.53%	\$12,550,023.56	\$461,150,589.88
6/1/2046	11/30/2046	12/1/2046	\$0.00	\$0.00	\$4,496,218.26	\$9,644,230.07	1.85%	\$14,140,448.33	\$451,506,359.81
12/1/2046	5/31/2047	6/1/2047	\$0.00	\$0.00	\$4,402,187.01	\$9,644,230.07	1.85%	\$14,046,417.08	\$441,862,129.74
6/1/2047	11/30/2047	12/1/2047	\$0.00	\$0.00	\$4,308,155.77	\$13,971,100.86	2.68%	\$18,279,256.63	\$427,891,028.88
12/1/2047	5/31/2048	6/1/2048	\$0.00	\$0.00	\$4,171,937.54	\$13,971,100.86	2.68%	\$18,143,038.40	\$413,919,928.02
6/1/2048	11/30/2048	12/1/2048	\$0.00	\$0.00	\$4,035,719.30	\$14,336,017.67	2.75%	\$18,371,736.97	\$399,583,910.35
12/1/2048	5/31/2049	6/1/2049	\$0.00	\$0.00	\$3,895,943.13	\$14,336,017.67	2.75%	\$18,231,960.80	\$385,247,892.68
6/1/2049	11/30/2049	12/1/2049	\$0.00	\$0.00	\$3,756,166.96	\$15,639,292.00	3.00%	\$19,395,458.96	\$369,608,600.68
12/1/2049	5/31/2050	6/1/2050	\$0.00	\$0.00	\$3,603,683.86	\$15,639,292.00	3.00%	\$19,242,975.86	\$353,969,308.68
6/1/2050	11/30/2050	12/1/2050	\$0.00	\$0.00	\$3,451,200.76	\$15,952,077.84	3.06%	\$19,403,278.60	\$338,017,230.84
12/1/2050	5/31/2051	6/1/2051	\$0.00	\$0.00	\$3,295,668.01	\$15,952,077.84	3.06%	\$19,247,745.85	\$322,065,153.00
6/1/2051	11/30/2051	12/1/2051	\$0.00	\$0.00	\$3,140,135.25	\$16,316,994.66	3.13%	\$19,457,129.91	\$305,748,158.34
12/1/2051	5/31/2052	6/1/2052	\$0.00	\$0.00	\$2,981,044.55	\$16,316,994.66	3.13%	\$19,298,039.21	\$289,431,163.68
6/1/2052	11/30/2052	12/1/2052	\$0.00	\$0.00	\$2,821,953.85	\$16,681,911.47	3.20%	\$19,503,865.32	\$272,749,252.21
12/1/2052	5/31/2053	6/1/2053	\$0.00	\$0.00	\$2,659,305.21	\$16,681,911.47	3.20%	\$19,341,216.68	\$256,067,340.74
6/1/2053	11/30/2053	12/1/2053	\$0.00	\$0.00	\$2,496,656.58	\$17,098,959.26	3.28%	\$19,595,615.84	\$238,968,381.48
12/1/2053	5/31/2054	6/1/2054	\$0.00	\$0.00	\$2,329,941.72	\$17,098,959.26	3.28%	\$19,428,900.98	\$221,869,422.22

Period Start Date	Period End Date	Period Payment Date	Disbursements in Period	Capitalized Interest	Interest Payment	Principal Repayment	% of Maximum Principal Outstanding	Semi-annual Debt Service Payment	Ending Balance
6/1/2054	11/30/2054	12/1/2054	\$0.00	\$0.00	\$2,163,226.87	\$17,463,876.07	3.35%	\$19,627,102.94	\$204,405,546.15
12/1/2054	5/31/2055	6/1/2055	\$0.00	\$0.00	\$1,992,954.08	\$17,463,876.07	3.35%	\$19,456,830.15	\$186,941,670.08
6/1/2055	11/30/2055	12/1/2055	\$0.00	\$0.00	\$1,822,681.29	\$17,880,923.86	3.43%	\$19,703,605.15	\$169,060,746.22
12/1/2055	5/31/2056	6/1/2056	\$0.00	\$0.00	\$1,648,342.28	\$17,880,923.86	3.43%	\$19,529,266.14	\$151,179,822.36
6/1/2056	11/30/2056	12/1/2056	\$0.00	\$0.00	\$1,474,003.27	\$18,245,840.67	3.50%	\$19,719,843.94	\$132,933,981.69
12/1/2056	5/31/2057	6/1/2057	\$0.00	\$0.00	\$1,296,106.33	\$18,245,840.67	3.50%	\$19,541,947.00	\$114,688,141.02
6/1/2057	11/30/2057	12/1/2057	\$0.00	\$0.00	\$1,118,209.38	\$18,662,888.45	3.58%	\$19,781,097.83	\$96,025,252.57
12/1/2057	5/31/2058	6/1/2058	\$0.00	\$0.00	\$936,246.22	\$18,662,888.45	3.58%	\$19,599,134.67	\$77,362,364.12
6/1/2058	11/30/2058	12/1/2058	\$0.00	\$0.00	\$754,283.06	\$19,079,936.24	3.66%	\$19,834,219.30	\$58,282,427.88
12/1/2058	5/31/2059	6/1/2059	\$0.00	\$0.00	\$568,253.68	\$19,079,936.24	3.66%	\$19,648,189.92	\$39,202,491.64
6/1/2059	11/30/2059	12/1/2059	\$0.00	\$0.00	\$382,224.30	\$19,549,115.00	3.75%	\$19,931,339.30	\$19,653,376.64
12/1/2059	5/31/2060	6/1/2060	\$0.00	\$0.00	\$191,620.43	\$19,653,376.64	3.77%	\$19,844,997.07	\$0.00
Total			\$476,581,587.00	\$44,728,146.24	\$251,378,886.77	\$521,309,733.24		\$772,688,620.01	