

2019 SERIES F REFUNDING TRUST AND DEFEASANCE ESCROW AGREEMENT

The Massachusetts Water Resources Authority (the “Authority”) and U.S. Bank National Association, as successor trustee under the Resolution described below (the “Trustee”), enter into this 2019 Series F Refunding Trust and Defeasance Escrow Agreement as of November 1, 2019.

WITNESSETH THAT:

WHEREAS, on May 6, 2010, the Authority issued its General Revenue Refunding Bonds, 2010 Series B, in the aggregate principal amount of \$183,570,000 of which there are presently outstanding bonds in the aggregate principal amount of \$66,870,000 (the “2010 Series B Bonds”), pursuant to the Fifty-Eighth Supplemental Resolution authorizing the issuance of such bonds, adopted February 10, 2010, as amended and supplemented on April 14, 2010 (the “Fifty-Eighth Supplemental Resolution”); and

WHEREAS, on May 19, 2011, the Authority issued its General Revenue Bonds, 2011 Series B, in the aggregate principal amount of \$150,000,000, of which there are presently outstanding bonds in the aggregate principal amount of \$3,870,000 (the “2011 Series B Bonds”), pursuant to the Fifty-Ninth Supplemental Resolution authorizing the issuance of such bonds, adopted February 16, 2011 (the “Fifty-Ninth Supplemental Resolution”); and

WHEREAS, on December 8, 2011, the Authority issued its General Revenue Refunding Bonds, 2011 Series C, in the aggregate principal amount of \$327,160,000, of which there are presently outstanding bonds in the aggregate principal amount of \$291,160,000 (the “2011 Series C Bonds”), pursuant to the Sixty-First Supplemental Resolution authorizing the issuance of such bonds, adopted October 12, 2011 (the “Sixty-First Supplemental Resolution”); and

WHEREAS, on April 19, 2012, the Authority issued its General Revenue Bonds, 2012 Series A, in the aggregate principal amount of \$150,000,000, of which there are presently outstanding bonds in the aggregate principal amount of \$72,655,000 (the “2012 Series A Bonds”), pursuant to the Sixty-Second Supplemental Resolution authorizing the issuance of such bonds, adopted February 15, 2012 (the “Sixty-Second Supplemental Resolution”); and

WHEREAS, on April 19, 2012, the Authority issued its General Revenue Refunding Bonds, 2012 Series B, in the aggregate principal amount of \$86,775,000, of which there are presently outstanding bonds in the aggregate principal amount of \$86,775,000 (the “2012 Series B Bonds”), pursuant to the Sixty-Second Supplemental Resolution authorizing the issuance of such bonds; and

WHEREAS, on May 18, 2017, the Authority issued its General Revenue Refunding Bonds, 2017 Series B, in the aggregate principal amount of \$68,240,000, of which there are presently outstanding bonds in the aggregate principal amount of \$65,660,000 (the “2017 Series B Bonds”), pursuant to the Seventy-Fifth Supplemental Resolution authorizing the issuance of such bonds, adopted March 15, 2017 (the “Seventy-Fifth Supplemental Resolution”); and

WHEREAS, the 2010 Series B Bonds, 2011 Series B Bonds, 2011 Series C Bonds, 2012 Series A Bonds and 2012 Series B Bonds were issued under and are secured by the Authority’s

General Revenue Bond Resolution adopted on January 24, 1990, as it has been amended and supplemented from time to time including by the Fifty-Second Supplemental Resolution adopted by the Authority on January 10, 2007 (the “Fifty-Second Supplemental Resolution”), and which was amended and restated on and as of April 23, 2015 to incorporate the amendments adopted by the Authority in the Fifty-Second Supplemental Resolution (as so amended and restated to date, the “Resolution”) and the 2017 Series B Bonds were issued and are secured by said Resolution; and

WHEREAS, the Resolution sets forth the terms and conditions upon which the Refunded Bonds and the Defeased Bonds (each as hereinafter defined) shall be and may be redeemed prior to their maturity and upon which, prior to the maturity or redemption date of all Secured Bonds issued under the Resolution, the Resolution may be satisfied and discharged and shall cease to be of further effect with respect to the portion of the Refunded Bonds and Defeased Bonds, as applicable, that are to be redeemed (such satisfaction and discharge and ceasing to be of further effect being hereinafter referred to as a “Defeasance”); and

WHEREAS, the Authority has issued \$547,750,000 principal amount of its General Revenue Refunding Bonds, 2019 Series F (the “Bonds”), pursuant to the Eighty-First Supplemental Resolution adopted by the Authority on September 18, 2019; and

WHEREAS, (i) a portion of the proceeds of the Bonds in the amount of \$545,543,645.51 (the “Refunding Portion”) are being applied to provide moneys for deposit or for the purchase of securities for deposit with the Trustee pursuant to Section 1201 of the Resolution in order to accomplish a Defeasance of the 2010 Series B Bonds, 2011 Series B Bonds, 2011 Series C Bonds, 2012 Series A Bonds and 2012 Series B Bonds described in Exhibit I hereto (collectively, the “Refunded Bonds”) and (ii) cash in the amount of \$10,802,198.67 representing funds from certain subaccounts of the Redemption Fund as described in Section 2.1 herein, is being applied to provide moneys for deposit or for the purchase of securities for deposit with the Trustee pursuant to Section 1201 of the Resolution in order to accomplish a Defeasance of the 2011 Series C Bonds and 2017 Series B Bonds described in Exhibit I hereto (collectively, the “Defeased Bonds”); and

WHEREAS, the Authority wishes to take such other actions as shall be necessary and sufficient to provide for certain matters in (a) connection with the issuance of the Bonds including without limitation that portion of the Bonds generating the Refunding Portion (such Bonds constituting the “Refunding Bonds”) and (b) to accomplish the Defeasance of the Refunded Bonds and the Defeased Bonds and wishes to enter into this Agreement to carry out such purposes.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the Authority and the Trustee hereby agree as follows:

ARTICLE I
Definitions

Section 1.1. In this Agreement capitalized terms not otherwise defined herein shall have the meanings set forth in the Resolution.

ARTICLE II

Deposit of Government Obligations

Section 2.1. (a) In order to secure the payment of the principal of and interest and redemption premium, if any, on the Refunded Bonds, the Authority hereby pledges and sets over to the Trustee, in trust for the benefit and security of the holders of the Refunded Bonds, subject to the terms and conditions hereinafter set forth the sum of \$545,543,645.51 derived from proceeds of the sale of the Refunding Bonds (herein referred to as the "Refunding Bond Amount"). (b) In order to secure the payment of the principal of and interest and redemption premium, if any, on the Defeased Bonds, the Authority hereby pledges and sets over to the Trustee, in trust for the benefit and security of the holders of the Defeased Bonds, subject to the terms and conditions hereinafter set forth the sum of \$10,802,198.67 on deposit in the redemption accounts of the Redemption Fund (herein referred to as, the "Defeased Bond Amount"). Concurrently with the execution hereof, the Authority herewith delivers or causes to be delivered to the Trustee the Refunding Bond Amount and the Defeased Bond Amount to be invested, held and applied in accordance with this Agreement, and hereby directs the Trustee to (y) apply a portion of the Refunding Bond Amount to the purchase, at an aggregate purchase price of \$545,543,634.23 of obligations in the principal amounts, having the maturity dates and bearing interest as listed in Exhibit II-A hereto (the "Refunded Bonds Government Obligations") and (z) apply a portion of the Defeased Bond Amount to the purchase, at an aggregate purchase price of \$10,802,195.69 of obligations in the principal amounts, having the maturity dates and bearing interest as listed in Exhibit II-B hereto (the "Defeased Bonds Government Obligations" and together with the Refunded Bonds Government Obligations, the "Government Obligations"). The Authority represents and warrants to the Trustee that the Government Obligations are obligations of the type described in clause (a) of the definition of Investment Securities as set forth in the Resolution, which are non-callable and non-prepayable ("Defeasance Obligations") and, in reliance on the certificate of The Arbitrage Group, Inc. referred to in clause (e) of Section 5.1 hereof, that (i) the principal of and interest on the Refunded Bonds Government Obligations, when due, together with cash of \$11.28 remaining after purchase of the applicable Defeasance Obligations, will provide moneys which will be sufficient to pay the principal of and redemption premium, if any, and interest due and to become due on the Refunded Bonds on and prior to the maturity thereof or the redemption thereof as described in Article V of this Agreement, and (ii) the principal of and interest on the Defeased Bonds Government Obligations, when due, together with cash of \$2.98 remaining after purchase of the applicable Defeasance Obligations, will provide moneys which will be sufficient to pay the principal of and redemption premium, if any, and interest due and to become due on the Defeased Bonds on and prior to the maturity thereof or the redemption thereof as described in Article V of this Agreement, and the Trustee may conclusively rely on such representations and warranties. The definition of Defeasance Obligations as set forth herein shall be determined by reference to the Resolution as in effect on the dated date of this Agreement.

Section 2.2. The Trustee acknowledges receipt of the aforesaid aggregate amount of \$545,543,645.51 and \$10,802,198.67 and agrees to use \$545,543,634.23 and \$10,802,195.69 to purchase the Government Obligations, and agrees to deposit and hold the Government Obligations in the Refunding Trust Fund and the Cash Defeasance Escrow Account, respectively, created by Article III of this Agreement on the terms and conditions herein set forth.

ARTICLE III Refunding Trust Fund

Section 3.1. (a) There is hereby created and established with the Trustee two special and irrevocable trust funds designated as follows: (i) the “Massachusetts Water Resources Authority General Revenue Refunding Bonds, 2019 F Refunding Trust Fund” (the “Refunding Trust Fund”) and (ii) the “Massachusetts Water Resources Authority 2019-2 Cash Defeasance Escrow Account” (the “Cash Defeasance Escrow Account”), each to be held in the custody of the Trustee as trust funds separate and apart from all other funds or assets of the Authority or of the Trustee.

(b) The Refunding Trust Fund is created for the purpose of, and is irrevocably pledged for paying the principal of and redemption premium, if any, and interest due on the Refunded Bonds constituting a portion of the (i) 2010 Series B Bonds maturing on August 1, 2025, 2026 and 2027, included in the Refunded Bonds upon redemption on August 1, 2020, (ii) 2011 Series B Bonds maturing on August 1, 2031 included in the Refunded Bonds upon redemption on August 1, 2021, (iii) 2011 Series C Bonds maturing on August 1, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, and 2042 included in the Refunded Bonds upon redemption on August 1, 2021, (iv) 2012 Series A Bonds maturing on August 1, 2027, 2032, 2037 and 2042, included in the Refunded Bonds upon redemption on August 1, 2022 and (v) 2012 Series B Bonds maturing on August 1, 2026, 2027, 2028 and 2029, included in the Refunded Bonds upon redemption on August 1, 2022, all in accordance with Article V of this Agreement.

(c) The Cash Defeasance Escrow Account is created for the purpose of, and is irrevocably pledged for paying the principal of and redemption premium, if any, and interest due on the Defeased Bonds constituting a portion of the (i) 2011 Series C Bonds maturing on August 1, 2022 and 2023, included in the Defeased Bonds upon redemption on August 1, 2021 and the (ii) 2017 Series B Bonds maturing on August 1, 2023, included in the Defeased Bonds upon redemption on August 1, 2020, in accordance with Article V of this Agreement.

(d) The Defeasance Obligations and any other securities or moneys on deposit in the Refunding Trust Fund and the Cash Defeasance Escrow Account, as applicable, shall be used solely for the purposes set forth in the preceding subclauses (c) and (d).

Section 3.2. (a) The Defeasance Obligations, moneys representing principal of and interest on the Defeasance Obligations and any other securities or moneys on deposit in the Refunding Trust Fund shall be subject to an express lien and trust in favor of the Trustee for the benefit of the holders of the Refunded Bonds until used and applied in accordance with this Agreement.

(b) The Defeasance Obligations, moneys representing principal of and interest on the Defeasance Obligations and any other securities or moneys on deposit in the Cash Defeasance Escrow Account shall be subject to an express lien and trust in favor of the Trustee for the benefit of the holders of the Defeased Bonds until used and applied in accordance with this Agreement.

ARTICLE IV
Application of Principal of and Interest on Government Obligations

Section 4.1. The Trustee shall collect on the due dates thereof the principal of and interest on the Government Obligations on deposit in the Refunding Trust Fund and the Cash Defeasance Escrow Account and shall apply the principal and interest so received in accordance with the provisions of this Article.

Section 4.2. Any maturing principal and interest received on the Government Obligations (the "Escrow Receipts") shall be invested upon receipt in United States Treasury Certificates of Indebtedness – State and Local Government Series maturing on or before the date or dates said moneys will be needed to pay the principal or Redemption Price of or interest on the Refunded Bonds or the Defeased Bonds, as applicable, in accordance with the schedule of such investments set forth in the attached Exhibit II-A or Exhibit II-B, as applicable; provided, however, that if such United States Treasury Certificates of Indebtedness – State and Local Government Series are not available or such amounts are not eligible for investment therein, Escrow Receipts shall be invested in accordance with the written instruction of the Authority, upon the delivery of an unqualified opinion of Bond Counsel that such investment will not adversely affect the exclusion of interest on the Bonds and the Refunded Bonds or the Defeased Bonds from the gross income of the holders thereof under Section 103 of the Internal Revenue Code of 1986 (the "Code"), as amended, upon both of which the Trustee may conclusively rely; and provided, further, however, that at the written direction of the Authority, upon the delivery of an opinion of Bond Counsel described in the last sentence of this Section 4.2, upon both of which the Trustee may conclusively rely, Escrow Receipts shall be invested instead in any of the following: (i) Defeasance Obligations maturing on or before the date such moneys will be needed to pay the principal or Redemption Price of or interest on the Refunded Bonds or Defeased Bonds, as applicable, (ii) Advance-Refunded Municipal Bonds constituting Defeasance Obligations maturing on or before the date such moneys will be needed to pay the principal or Redemption Price of or interest on the Refunded Bonds or Defeased Bonds, as applicable, or (iii) in the event such amounts are to be held for three (3) Business Days or less, held uninvested. Any investment under clause (i) or (ii) of the preceding sentence shall mature at least in the amount (including accrued interest) of the Escrow Receipts so invested. Any investment under clause (i) or (ii) of the preceding sentence may be made only if there is delivered an unqualified opinion of Bond Counsel to the effect that such investment will not adversely affect the exclusion of interest on the Bonds and the Refunded Bonds or the Defeased Bonds from the gross income of the holders thereof under Section 103 of the Code.

Section 4.3. The Trustee shall apply sufficient moneys from the matured principal of and interest on the Government Obligations held in the Refunding Trust Fund and the Cash Defeasance Escrow Account to the payment of the interest when due, the principal when due at stated maturity (or, as the case may be, applicable sinking fund installment dates) and the Redemption Price when due of the Refunded Bonds or the Defeased Bonds, as applicable.

Section 4.4. Upon written direction of the Authority, subject to the conditions and limitations herein set forth, the Trustee shall sell, effect the redemption of, apply or otherwise dispose of the Defeasance Obligations in the Refunding Trust Fund and the Cash Defeasance Escrow Account (it being understood that any direction to such effect shall allow for the lapse of

the applicable subscription period imposed by the United States Treasury Department in connection with the acquisition of other Government Obligations), provided that there are substituted therefor other Defeasance Obligations as hereinafter provided. In addition, a sale, redemption, or other disposition and substitution of Defeasance Obligations pursuant to the preceding sentence may be effected only by a simultaneous transaction. A sale, redemption, application or other disposition and substitution of Defeasance Obligations pursuant to this Section 4.4 may be effected only if (i) the substituted Defeasance Obligations and uninvested moneys which will continue to be held in the Refunding Trust Fund or Cash Defeasance Escrow Account, as applicable, will mature and will earn interest in such amounts and at such times so that sufficient moneys will be available to pay when due the principal of, plus interest due and to become due on, the Refunded Bonds or the Defeased Bonds, as applicable, which have not previously been paid, (ii) the Trustee receives a Bond Counsel's Opinion (upon which it may rely conclusively) that such transaction will not cause interest on the Bonds and the Refunded Bonds or the Defeased Bonds to be included in gross income of the registered owners thereof for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, or any successor statute of similar import then in effect, and (iii) prior to any such sale, redemption, or other disposition and substitution, the Authority shall certify to the Trustee, relying solely on a mathematical verification report from a firm of certified public accountants acceptable to the Trustee and recognized on a national basis for skill and expertise in the preparation of such verifications, that the substituted Defeasance Obligations and uninvested moneys which will continue to be held in the Refunding Trust Fund or Cash Defeasance Escrow Account, as applicable, will mature and will earn interest in such amounts and at such times so that sufficient moneys will be available to pay when due the principal of, plus interest due and to become due on, the Refunded Bonds or Defeased Bonds, as applicable, which have not previously been paid and the Trustee may rely conclusively on such certification by the Authority, and shall not be liable for any insufficiency of funds. The Authority will supply copies of all materials provided to the Trustee under this Section 4.4 to any rating agency that maintains a rating on the Refunded Bonds or Defeased Bonds, as applicable.

ARTICLE V

Instruction Concerning Redemption; Discharge of Resolution

Section 5.1. The Trustee acknowledges receipt from the Authority of:

(a) irrevocable instructions, which instructions the Trustee hereby accepts and acknowledges are sufficient under Section 1201(b) of the Resolution, to give notice of the defeasance of the Refunded Bonds and the Defeased Bonds in accordance with Section 1201(b)(iii) of the Resolution;

(b) irrevocable instructions, which instructions the Trustee acknowledges are sufficient under Section 1201(b)(i) of the Resolution, to give notice of redemption in accordance with the terms of Article VI of the Resolution and Section 208 of the Fifty-Eighth Supplemental Resolution of such redemption on August 1, 2020 of the Refunded Bonds constituting 2010 Series B Bonds maturing (i) August 1, 2025 in the aggregate principal amount of \$21,245,000, (ii) August 1, 2026 in the aggregate principal amount of \$22,270,000, and (iii) August 1, 2027 in the aggregate principal amount of \$23,355,000;

(c) written notice, which the Trustee acknowledges is sufficient under Article VI of the Resolution and Section 208 of the Fifty-Eighth Supplemental Resolution of such redemption on August 1, 2020 of the Refunded Bonds constituting 2010 Series B Bonds maturing (i) August 1, 2025 in the aggregate principal amount of \$21,245,000, (ii) August 1, 2026 in the aggregate principal amount of \$22,270,000, and (iii) August 1, 2027 in the aggregate principal amount of \$23,355,000, at 100% of the principal amount thereof;

(d) irrevocable instructions, which instructions the Trustee acknowledges are sufficient under Section 1201(b)(i) of the Resolution, to give notice of redemption in accordance with the terms of Article VI of the Resolution and Section 208 of the Fifty-Ninth Supplemental Resolution of such redemption on August 1, 2021 of the \$840,000 aggregate principal amount of Refunded Bonds constituting 2011 Series B Bonds maturing August 1, 2031;

(e) written notice, which the Trustee acknowledges is sufficient under Article VI of the Resolution and Section 208 of the Fifty-Ninth Supplemental Resolution of such redemption on August 1, 2021 of the \$840,000 aggregate principal amount of Refunded Bonds constituting 2011 Series B Bonds maturing August 1, 2031, at 100% of the principal amount thereof;

(f) irrevocable instructions, which instructions the Trustee acknowledges are sufficient under Section 1201(b)(i) of the Resolution, to give notice of redemption in accordance with the terms of Article VI of the Resolution and Section 208 of the Sixty-First Supplemental Resolution of such redemption on August 1, 2021 of the Refunded Bonds constituting 2011 Series C Bonds maturing (i) August 1, 2022 in the aggregate principal amount of \$8,535,000, (ii) August 1, 2023 in the aggregate principal amount of \$25,525,000, (iii) August 1, 2024 in the aggregate principal amount of \$4,100,000, (iv) August 1, 2024 in the aggregate principal amount of \$34,290,000, (v) August 1, 2025 in the aggregate principal amount of \$40,235,000, (vi) August 1, 2026 in the aggregate principal amount of \$22,185,000, (vii) August 1, 2026 in the aggregate principal amount of \$3,135,000, (viii) August 1, 2027 in the aggregate principal amount of \$11,570,000, (ix) August 1, 2028 in the aggregate principal amount of \$12,145,000, (x) August 1, 2029 in the aggregate principal amount of \$12,755,000, (xi) August 1, 2030 in the aggregate principal amount of \$13,390,000, (xii) August 1, 2031 in the aggregate principal amount of \$1,520,000, (xiii) August 1, 2031 in the aggregate principal amount of \$12,545,000, (xiv) August 1, 2032 in the aggregate principal amount of \$14,740,000, and (xv) August 1, 2042 in the aggregate principal amount of \$65,765,000;

(g) written notice, which the Trustee acknowledges is sufficient under Article VI of the Resolution and Section 208 of the Sixty-First Supplemental Resolution of such redemption on August 1, 2021 of the Refunded Bonds constituting 2011 Series C Bonds maturing (i) August 1, 2022 in the aggregate principal amount of \$8,535,000, (ii) August 1, 2023 in the aggregate principal amount of \$25,525,000, (iii) August 1, 2024 in the aggregate principal amount of \$4,100,000, (iv) August 1, 2024 in the aggregate principal amount of \$34,290,000, (v) August 1, 2025 in the aggregate principal amount of \$40,235,000, (vi) August 1, 2026 in the aggregate principal amount of \$22,185,000, (vii) August 1, 2026 in the aggregate principal amount of \$3,135,000, (viii) August 1, 2027 in the aggregate principal amount of \$11,570,000, (ix) August 1, 2028 in the aggregate principal amount of \$12,145,000, (x) August 1, 2029 in the aggregate principal amount of \$12,755,000, (xi) August 1, 2030 in the aggregate principal amount of \$13,390,000, (xii) August 1, 2031 in the aggregate principal amount of \$1,520,000, (xiii) August

1, 2031 in the aggregate principal amount of \$12,545,000, (xiv) August 1, 2032 in the aggregate principal amount of \$14,740,000, and (xv) August 1, 2042 in the aggregate principal amount of \$65,765,000, at 100% of the principal amount thereof;

(h) irrevocable instructions, which instructions the Trustee acknowledges are sufficient under Section 1201(b)(i) of the Resolution, to give notice of redemption in accordance with the terms of Article VI of the Resolution and Section 208 of the Sixty-Second Supplemental Resolution of such redemption on August 1, 2022 of the Refunded Bonds constituting 2012 Series A Bonds maturing (i) August 1, 2027 in the aggregate principal amount of \$80,000, (ii) August 1, 2032 in the aggregate principal amount of \$270,000, (iii) August 1, 2037 in the aggregate principal amount of \$26,890,000, and (iv) August 1, 2042 in the aggregate principal amount of \$41,910,000;

(i) written notice, which the Trustee acknowledges is sufficient under Article VI of the Resolution and Section 208 of the Sixty-Second Supplemental Resolution of such redemption on August 1, 2022 of the Refunded Bonds constituting 2012 Series A Bonds maturing (i) August 1, 2027 in the aggregate principal amount of \$80,000, (ii) August 1, 2032 in the aggregate principal amount of \$270,000, (iii) August 1, 2037 in the aggregate principal amount of \$26,890,000, and (iv) August 1, 2042 in the aggregate principal amount of \$41,910,000, at 100% of the principal amount thereof;

(j) irrevocable instructions, which instructions the Trustee acknowledges are sufficient under Section 1201(b)(i) of the Resolution, to give notice of redemption in accordance with the terms of Article VI of the Resolution and Section 208 of the Sixty-Second Supplemental Resolution of such redemption on August 1, 2022 of the Refunded Bonds constituting 2012 Series B Bonds maturing (i) August 1, 2026 in the aggregate principal amount of \$5,000,000, (ii) August 1, 2026 in the aggregate principal amount of \$8,735,000, (iii) August 1, 2027 in the aggregate principal amount of \$5,000,000, (iv) August 1, 2027 in the aggregate principal amount of \$24,370,000, (v) August 1, 2028 in the aggregate principal amount of \$30,825,000, and (vi) August 1, 2029 in the aggregate principal amount of \$12,845,000;

(k) written notice, which the Trustee acknowledges is sufficient under Article VI of the Resolution and Section 208 of the Sixty-Second Supplemental Resolution of such redemption on August 1, 2022 of the Refunded Bonds constituting 2012 Series B Bonds maturing (i) August 1, 2026 in the aggregate principal amount of \$5,000,000, (ii) August 1, 2026 in the aggregate principal amount of \$8,735,000, (iii) August 1, 2027 in the aggregate principal amount of \$5,000,000, (iv) August 1, 2027 in the aggregate principal amount of \$24,370,000, (v) August 1, 2028 in the aggregate principal amount of \$30,825,000, and (vi) August 1, 2029 in the aggregate principal amount of \$12,845,000, at 100% of the principal amount thereof;

(l) irrevocable instructions, which instructions the Trustee acknowledges are sufficient under Section 1201(b)(i) of the Resolution, to give notice of redemption in accordance with the terms of Article VI of the Resolution and Section 208 of the Sixty-First Supplemental Resolution of such redemption on August 1, 2021 of the Defeased Bonds constituting 2011 Series C Bonds maturing (i) August 1, 2022 in the aggregate principal amount of \$3,000,000 and (ii) August 1, 2023 in the aggregate principal amount of \$5,725,000;

(m) written notice, which the Trustee acknowledges is sufficient under Article VI of the Resolution and Section 208 of the Sixty-First Supplemental Resolution of such redemption on August 1, 2021 of the Defeased Bonds constituting 2011 Series C Bonds maturing (i) August 1, 2022 in the aggregate principal amount of \$3,000,000 and (ii) August 1, 2023 in the aggregate principal amount of \$5,725,000, at 100% of the principal amount thereof;

(n) irrevocable instructions, which instructions the Trustee acknowledges are sufficient under Section 1201(b)(i) of the Resolution, to give notice of redemption in accordance with the terms of Article VI of the Resolution and Section 208 of the Seventy-Fifth Supplemental Resolution of such redemption on August 1, 2020 of the Defeased Bonds constituting 2017 Series B Bonds maturing August 1, 2023 in the aggregate principal amount of \$1,390,000;

(o) written notice, which the Trustee acknowledges is sufficient under Article VI of the Resolution and Section 208 of the Seventy-Fifth Supplemental Resolution of such redemption on August 1, 2020 of the Defeased Bonds constituting 2017 Series B Bonds maturing August 1, 2023 in the aggregate principal amount of \$1,390,000, at 100% of the principal amount thereof;

(p) an opinion of bond counsel to the Authority to the effect that the conditions precedent to the satisfaction and discharge of the Resolution with respect to the Refunded Bonds and the Defeased Bonds pursuant to Article XII thereof have been satisfied; and

(q) a certificate of The Arbitrage Group, Inc., which certificate the Trustee acknowledges is sufficient under Section 207(b)(iii) of the Resolution, to the effect that The Arbitrage Group, Inc. has verified the accuracy of the mathematical computations of the adequacy of the principal of and interest on the Government Obligations to pay when due the principal of and interest on the Refunded Bonds and the Defeased Bonds in accordance with the terms hereof.

The Trustee agrees to give notice of the redemption described above in accordance with the provisions of Article VI of the Resolution and Section 208 of the Fifty-Eight Supplemental Resolution, of the Fifty--Ninth Supplemental Resolution, of the Sixty-First Supplemental Resolution, the Sixty-Second Supplemental Resolution and the Seventy-Fifth Supplemental Resolution.

Section 5.2. The Authority acknowledges receipt from the Trustee of instruments acknowledging satisfaction and discharge of the Resolution with respect to the Refunded Bonds and the Defeased Bonds, which the Authority acknowledges are sufficient under Article XII of the Resolution.

ARTICLE VI

Liability of Trustee Limited

Section 6.1. The liability of the Trustee to make the payments required by this Agreement with respect to the Refunded Bonds and the Defeased Bonds shall be limited to the principal of and interest on the Government Obligations and any other funds or securities deposited in the Refunding Trust Fund or the Cash Defeasance Escrow Account, as applicable.

The Trustee shall not be liable for any loss resulting from any investment made pursuant to this Agreement in compliance with the provisions hereof.

Section 6.2. In the event of the Trustee's failure to account for any of the Government Obligations or funds or securities received by it, said Government Obligations or funds or securities shall be and remain the property of the Authority in trust for the holders of the Refunded Bonds or the Defeased Bonds, as applicable, as herein provided, and if for any reason such Government Obligations and funds cannot be identified, the assets of the Trustee shall be impressed with a trust for the amount thereof and, to the fullest extent permitted by law, the Authority shall be entitled to a preferred claim upon such assets until such identification is made.

ARTICLE VII Duration of Trust

Section 7.1. The trust created hereby shall be irrevocable. This Agreement shall terminate when the principal of and interest and redemption premium, if any, on all the Refunded Bonds and Defeased Bonds have been paid, provided that moneys held by the Trustee in trust for the payment and discharge of any of the Refunded Bonds or Defeased Bonds, as applicable, which remain unclaimed for two (2) years after the date when such bonds shall have become due and payable, either at their stated maturity dates or by call for earlier redemption, shall be repaid by the Trustee to the Authority as the Authority's property and free from the trust created by this Agreement, all in accordance with the provisions of Section 1201(e) of the Resolution. The Trustee shall thereupon be released and discharged with respect thereto and the holders of such Refunded Bonds or Defeased Bonds, as applicable, payable from such moneys shall look only to the Authority for the payment of such bonds and coupons.

Section 7.2. After making the payments required by Article IV hereof, any amounts held by the Trustee in the Refunding Trust Fund Cash or the Defeasance Escrow Account on August 1, 2022 and not required to pay the Refunded Bonds or the Defeased Bonds which have not been presented for payment shall be paid over to the Trustee for deposit in the accounts of the Debt Service Fund as directed by the Authority.

ARTICLE VIII Acceptance of Trust; Matters Pertaining to Trustee

Section 8.1. The Trustee accepts and agrees to execute the trusts imposed upon it by this Agreement, but only upon the terms and conditions set forth in this Article and subject to the provisions of this Agreement.

Section 8.2. The Trustee shall be under no obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless in the view of the Trustee it is properly indemnified. The Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct. The Trustee shall not be liable in connection with the performance of its duties hereunder for any error of judgment made in good faith by one or more of its officers unless it shall be proved that the Trustee was negligent in ascertaining the pertinent

facts or for any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of a majority in principal amount of the Refunded Bonds.

Section 8.3. (a) The Trustee, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document furnished to it pursuant to any provision of this Agreement, shall examine such instrument to determine whether it conforms to the requirements of this Agreement and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may or may not be counsel to the Authority, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Agreement in good faith and in accordance therewith.

(b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Agreement, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of the Authority, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Agreement upon the faith thereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as may seem reasonable to it.

Section 8.4. The Authority covenants and agrees to pay to the Trustee from time to time for its services rendered hereunder, and the Trustee shall be entitled to, reasonable compensation for such services. To the extent not paid out of the proceeds of sale of the Refunding Bonds, the Authority will pay or reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Agreement except as any such expense, disbursement or advance as may arise from its negligence or bad faith. The Authority also covenants to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustee arising out of or in connection with the acceptance or administration of this Agreement, including legal fees and other costs and expenses of defending itself against any claim of liability in the premises (except any liability incurred through negligence or bad faith on the part of the Trustee). The Trustee shall not have any lien or claim whatsoever upon securities or moneys in the Refunding Trust Fund or the Cash Defeasance Escrow Account for the payment of any of the aforesaid. With respect to the Refunded Bonds and Defeased Bonds only, the Trustee waives any further claim for fees, compensation and expenses and agrees that the provision for payment set forth herein is satisfactory to it.

Section 8.5. The Trustee in its individual or any other capacity may become the owner of any Refunded Bonds or Defeased Bonds, with the same rights it would have if it were not the Trustee. To the extent permitted by law, the Trustee may act as depositary for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of holders of the Refunded Bonds or Defeased Bonds or to effect or aid in any reorganization growing out of the enforcement of the Refunded Bonds, the Defeased Bonds or this Agreement, whether or not any such committee shall represent the

holders of a majority in principal amount of the Refunded Bonds or Defeased Bonds then outstanding.

Section 8.6. The Trustee may at any time resign and be discharged of the duties and obligations created by this Agreement by giving not less than sixty (60) days' written notice to the Authority specifying the date when such resignation shall take effect, and such resignation shall not take effect upon the day specified in such notice unless previously a successor shall have been appointed by the Authority or the holders of the Refunded Bonds and Defeased Bonds as provided in Section 8.8 hereof. In the event a successor shall not have been previously appointed such resignation shall take effect immediately on the appointment of such successor.

Section 8.7. The Trustee may be removed at any time by an instrument or concurrent instruments in writing, filed with the Trustee, and signed by the holders of a majority in principal amount of the Refunded Bonds and Defeased Bonds then outstanding or their attorneys-in-fact duly authorized, excluding any Refunded Bonds and Defeased Bonds held by or for the account of the Authority. Without limiting the foregoing, the Trustee may be removed by the Authority at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Agreement with respect to the duties and obligations of the Trustee, by application to any court of competent jurisdiction. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

Section 8.8. (a) In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, a successor may be appointed by the holders of a majority in principal amount of the Refunded Bonds and the Defeased Bonds then outstanding, excluding any Refunded Bonds and Defeased Bonds held by or for the account of the Authority, by an instrument or concurrent instruments in writing signed and acknowledged by such holders of Refunded Bonds and Defeased Bonds or by their attorneys-in-fact duly authorized and delivered to such successor Trustee, notification thereof being given to the Authority and the predecessor Trustee, provided, nevertheless, that unless a successor Trustee shall have been appointed by the holders of the Refunded Bonds and Defeased Bonds as aforesaid, the Trustee may not resign until a successor Trustee shall have been appointed as provided in this Section 8.8 and shall assume all of the duties and obligations of the Trustee hereunder. The Authority shall give notice of any such appointment by first-class mail, postage prepaid, made by it within twenty-five (25) days after such appointment. Any successor Trustee appointed by the Authority shall, immediately and without further act, be superseded by a Trustee appointed by the holders of the Refunded Bonds and Defeased Bonds.

(b) If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section 8.8 within forty-five (45) days after the Trustee shall have given to the Authority written notice as provided in Section 8.6 hereof or after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, the Authority, the Trustee or the holder of any Refunded Bonds or Defeased Bonds may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

(c) Any Trustee appointed under the provisions of this Section 8.8 in succession to the initial Trustee named herein (or any successor thereto) shall be a bank or trust company or national banking association having the powers of a trust company and capital and surplus aggregating at least \$100,000,000, if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Agreement.

Section 8.9. Any successor Trustee appointed under this Agreement shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Authority, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee, but the Trustee ceasing to act shall nevertheless, on the written request of the Authority, or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under this Agreement, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the Authority be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Authority.

Section 8.10. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be authorized by law to perform all the duties imposed upon it by this Agreement, shall be the successor to the Trustee without the execution or filing of any paper or the performance of any further act.

Section 8.11. The Trustee shall keep such records and furnish such reports to the Authority with respect to administration of the moneys and investments held hereunder as the Authority may request in writing and as are reasonably necessary for compliance with the rebate obligation imposed by section 148 of the Code.

ARTICLE IX Modifications

Section 9.1. This Agreement may be modified, and agreements supplemental hereto may be entered into, by the Authority and Trustee (i) to cure any ambiguity or to correct or supplement any provision contained herein or in any supplemental agreement which may be defective or inconsistent with any other provision contained herein or in any supplemental agreement, (ii) to make amendments or changes to this Agreement as are necessary to obtain from any Rating Agency (as hereinafter defined) a rating on the Refunded Bonds or the Defeased Bonds, as applicable, in the highest rating category of such Rating Agency or (iii) to make such

other provisions in regard to matters or questions arising under this Agreement as shall not adversely affect the interests of the holders of the Refunded Bonds, the Refunding Bonds or the Defeased Bonds. In the event that any of Fitch Ratings, Moody's Investors Service, Inc., and S&P Global Ratings (each, a "Rating Agency") has rated the Refunded Bonds or the Defeased Bonds, as applicable, in its highest rating category, prior to any proposed amendment pursuant to clause (ii) above the Trustee shall obtain written confirmation from such Rating Agency that such amendment will not result in a downgrade or withdrawal of its rating on the Refunded Bonds or Defeased Bonds, as applicable. Each Rating Agency which shall have rated the Refunded Bonds or Defeased Bonds, as applicable, in its highest rating category shall receive draft copies of any proposed amendment hereto prior to the execution thereof. As of the date of this Agreement, no Rating Agency has rated the Refunded Bonds or the Defeased Bonds in its highest rating category.

Section 9.2. The Trustee is hereby authorized to join with the Authority in the execution of any supplemental agreement as provided in Section 9.1 hereof and to make any further appropriate agreements and stipulations which may be therein contained, but the Trustee shall not be obligated to enter into any such supplemental agreement which would adversely affect the Trustee's own rights, duties or immunities under this Agreement or otherwise.

ARTICLE X Miscellaneous

Section 10.1. Nothing in this Agreement, express or implied, shall give or be construed to give to any person, other than the parties hereto and the holders of the Refunded Bonds and Defeased Bonds, any legal or equitable right, remedy or claim under this Agreement.

Section 10.2. This Agreement shall bind and inure to the benefit of the Authority and the Trustee and their respective successors and assigns.

Section 10.3. Any notice or communication which is required or permitted to be given hereunder by the Trustee or by the holder or holders of the Refunded Bonds or Defeased Bonds to the Authority may be given by being mailed by first class certified or registered mail, return receipt requested, addressed (unless another address is filed with the Trustee) to the Authority, 100 First Avenue, Charlestown Navy Yard, Boston, Massachusetts 02129, Attention: Treasurer. Any notice or communication by the Authority or by any holder or holders of the Refunded Bonds or Defeased Bonds to the Trustee shall be deemed to have been sufficiently given if mailed as aforesaid to the Trustee at its Corporate Trust Department, One Federal Street, 3rd Floor, Boston, Massachusetts 02110.

Section 10.4. If any one or more of the covenants or agreements contained in this Agreement on the part of the Authority or the Trustee to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 10.5. Unless herein otherwise expressly provided, any order, notice, request, certificate or statement of the Authority required or permitted to be filed with the Trustee or to be

made or given under any provision hereof, shall be sufficient if signed by the Executive Director, Director of Finance or Treasurer of the Authority.

Section 10.6. This Agreement shall be deemed to be a contract made under Massachusetts law and shall for all purposes be governed by Massachusetts law.

Section 10.7. This Agreement may be executed in counterparts, each of which shall be issued as an original and all of which together shall constitute the same instrument. When each party hereto has signed one copy of such counterparts, this Agreement shall be in effect.

IN WITNESS WHEREOF, the Massachusetts Water Resources Authority has caused this 2019 Series F Refunding Trust and Defeasance Escrow Agreement to be signed by its Treasurer, and U.S. Bank National Association, as Trustee, has caused this 2019 Series F and Cash Defeasance Refunding Trust Agreement to be signed by one of its duly authorized officers, all as of the day and year first above written.

MASSACHUSETTS WATER RESOURCES
AUTHORITY

By: Matthew Horan
Name: Matthew R. Horan
Title: Treasurer

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Name: Alison Nadeau
Title: Vice President

IN WITNESS WHEREOF, the Massachusetts Water Resources Authority has caused this 2019 Series F Refunding Trust and Defeasance Escrow Agreement to be signed by its Treasurer, and U.S. Bank National Association, as Trustee, has caused this 2019 Series F and Cash Defeasance Refunding Trust Agreement to be signed by one of its duly authorized officers, all as of the day and year first above written.

MASSACHUSETTS WATER RESOURCES
AUTHORITY

By: _____
Name: Matthew R. Horan
Title: Treasurer

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By:  _____
Name: Alison Nadeau
Title: Vice President

EXHIBIT I

REFUNDED BONDS

<u>Bonds</u>	<u>CUSIP</u>	<u>Maturity Date (August 1)</u>	<u>Principal Amount Redeemed</u>	<u>Interest Rate</u>	<u>Redemption Date</u>	<u>Redemption Price</u>
General Revenue Refunding Bonds, 2010 Series B	576051BK1	2025	\$21,245,000	5.000%	August 1, 2020	100%
	576051BL9	2026	22,270,000	5.000	August 1, 2020	100
	576051BM7	2027	23,355,000	5.000	August 1, 2020	100
General Revenue Bonds, 2011 Series B	576051DB9	2031	\$840,000	4.125%	August 1, 2021	100%
General Revenue Refunding Bonds, 2011 Series C	576051EK8	2022	\$ 8,535,000	5.000%	August 1, 2021	100%
	576051DW3	2023	25,525,000	5.000	August 1, 2021	100
	576051EL6	2024	34,290,000	5.000	August 1, 2021	100
	576051DX1	2024	4,100,000	3.125	August 1, 2021	100
	576051DY9	2025	40,235,000	5.000	August 1, 2021	100
	576051DZ6	2026	3,135,000	3.250	August 1, 2021	100
	576051EM4	2026	22,185,000	5.000	August 1, 2021	100
	576051EA0	2027	11,570,000	5.000	August 1, 2021	100
	576051EB8	2028	12,145,000	5.000	August 1, 2021	100
	576051EC6	2029	12,755,000	5.000	August 1, 2021	100
	576051ED4	2030	13,390,000	5.000	August 1, 2021	100
	576051EN2	2031	12,545,000	5.000	August 1, 2021	100
	576051EE2	2031	1,520,000	3.750	August 1, 2021	100
	576051EF9	2032	14,740,000	4.000	August 1, 2021	100
	576051EG7	2042	65,765,000	5.250	August 1, 2021	100
General Revenue Bonds, 2012 Series A	576051FH4	2027	\$ 80,000	3.250%	August 1, 2022	100%
	576051FN1	2032	270,000	3.500	August 1, 2022	100
	576051FP6	2037	26,890,000	5.000	August 1, 2022	100
	576051FQ4	2042	41,910,000	5.000	August 1, 2022	100
General Revenue Refunding Bonds, 2012 Series B	576051GB6	2026	\$ 8,735,000	5.000%	August 1, 2022	100%
	576051FX9	2026	5,000,000	4.250	August 1, 2022	100
	576051GC4	2027	24,370,000	4.750	August 1, 2022	100
	576051FY7	2027	5,000,000	5.000	August 1, 2022	100
	576051FZ4	2028	30,825,000	5.000	August 1, 2022	100
	576051GA8	2029	12,845,000	5.000	August 1, 2022	100

DEFEASED BONDS

<u>Bonds</u>	<u>CUSIP</u>	<u>Maturity Date (August 1)</u>	<u>Principal Amount Defeased</u>	<u>Interest Rate</u>	<u>Redemption Date</u>	<u>Redemption Price</u>
General Revenue Refunding Bonds, 2011 Series C	576051EK8	2022	\$3,000,000	5.000%	August 1, 2021	100%
	576051DW3	2023	5,725,000	5.000	August 1, 2021	100
General Revenue Bonds, 2017 Series B	576051QW9	2023	\$1,390,000	5.000%	August 1, 2020	100%

REFUNDED BONDS GOVERNMENT OBLIGATIONS

PORTFOLIO COST

Massachusetts Water Resources Authority
 Refunding
 Executed Escrow Structure
 October 9, 2019

Type of Security	Maturity Date	Par Amount	Rate	Yield	Price	Purchase Cost	Accrued Interest	Total Purchase Cost
(2019F):								
SLG	02/01/2020	8,436,812	1.700%			8,436,812.00		8,436,812.00
SLG	08/01/2020	74,400,823	1.630%			74,400,823.00		74,400,823.00
SLG	02/01/2021	6,767,038	1.540%			6,767,038.00		6,767,038.00
TNote	07/31/2021	290,094,000	1.750%	1.496369%	100.4350000	291,355,908.90	1,282,956.48	292,638,865.38
SLG	02/01/2022	2,346,304	1.380%			2,346,304.00		2,346,304.00
TNote	07/31/2022	158,287,000	1.875%	1.423671%	101.2109375	160,203,756.64	750,035.21	160,953,791.85
		540,331,977				543,510,642.54	2,032,991.69	545,543,634.23

Transaction Date	Cost of Securities Purchased	Cash Deposit	Total Portfolio Cost	Yield
(2019F):				
11/01/2019	545,543,634.23	1.28	545,543,635.51	1.470714%
	545,543,634.23	1.28	545,543,635.51	

DEFEASED BONDS GOVERNMENT OBLIGATIONS

PORTFOLIO COST

Massachusetts Water Resources Authority
 Defeasance
 Executed Escrow Structure
 October 9, 2019

Type of Security	Maturity Date	Par Amount	Rate	Yield	Price	Purchase Cost	Accrued Interest	Total Purchase Cost
(2011C):								
SLG	02/01/2020	139,422	1.700%			139,422.00		139,422.00
SLG	08/01/2020	137,796	1.630%			137,796.00		137,796.00
SLG	02/01/2021	140,034	1.540%			140,034.00		140,034.00
TNote	07/31/2021	8,865,000	1.750%	1.496369%	100.435	8,903,562.75	39,205.94	8,942,768.69
		<u>9,282,252</u>				<u>9,320,814.75</u>	<u>39,205.94</u>	<u>9,360,020.69</u>
(2017B):								
SLG	02/01/2020	34,602	1.700%			34,602.00		34,602.00
SLG	08/01/2020	1,407,573	1.630%			1,407,573.00		1,407,573.00
		<u>1,442,175</u>				<u>1,442,175.00</u>		<u>1,442,175.00</u>
		10,724,427				10,762,989.75	39,205.94	10,802,195.69

Transaction Date	Cost of Securities Purchased	Cash Deposit	Total Portfolio Cost	Yield
(2011C):				
11/01/2019	9,360,020.69	1.08	9,360,021.77	1.495854%
(2017B):				
11/01/2019	1,442,175.00	1.90	1,442,176.90	1.624465%
	10,802,195.69	2.98	10,802,198.67	