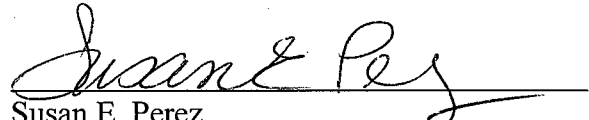


Certificate as to the Amended and Restated Agreement for Contract Assistance

The undersigned, Executive Director of the Massachusetts Water Pollution Abatement Trust (the "Trust"), certifies that attached hereto is a true and complete copy of the Amended and Restated Agreement for Contract Assistance (the "Commonwealth Assistance Contract") dated as of November 9, 2007, between the Trust and the Treasurer and Receiver-General of the Commonwealth of Massachusetts (the "Commonwealth"), and approved by the Secretary for Administration and Finance of the Commonwealth. I further certify that the Commonwealth Assistance Contract has not been amended, modified, supplemented or repealed, and remains in full force and effect.

Dated: May 22, 2013


Susan E. Perez
Executive Director

AM 20103071.2

AMENDED AND RESTATED AGREEMENT FOR CONTRACT ASSISTANCE

AMENDED AND RESTATED AGREEMENT FOR CONTRACT ASSISTANCE dated as of November 9, 2007, (together with any amendments and supplements hereto, the "Agreement"), by and between The MASSACHUSETTS WATER POLLUTION ABATEMENT TRUST (the "Trust") and the TREASURER AND RECEIVER-GENERAL of The Commonwealth of Massachusetts (the "State Treasurer"):

WITNESSETH:

WHEREAS, the Trust is organized and exists as a public instrumentality of The Commonwealth of Massachusetts (the "Commonwealth") under Chapter 29C of the General Laws of the Commonwealth (the "Enabling Act", with all capitalized terms used in this Agreement and not otherwise defined herein having the meanings given such terms in Section 1 of the Enabling Act and in Section 102 of the Program Resolution hereinafter referred to) to assist Local Governmental Units and other Eligible Borrowers to initiate, construct, improve, maintain and operate Water Pollution Abatement Projects and Drinking Water Projects; and

WHEREAS, pursuant to the Enabling Act the Trust is authorized to apply Federal Capitalization Grants, Commonwealth Matching Grants and other funds available to the Trust deposited in or held for the account of the Water Pollution Abatement Revolving Funds established by Chapter 29, Section 2L, of the General Laws of the Commonwealth and the Drinking Water Revolving Funds established by Chapter 29, Section 2QQ, of the General Laws of the Commonwealth (collectively, the "Revolving Funds") to make Loans to, or purchase Local Governmental Obligations from, Local Governmental Units and other Eligible Borrowers, or to fund reserves for or otherwise secure Bonds issued by the Trust to fund such Loans and the purchase of such Local Governmental Obligations, to finance or refinance Costs of Water Pollution Abatement Projects and Drinking Water Projects; and

WHEREAS, in order to implement its financing program throughout the Commonwealth, the Trust on March 4, 1993 adopted a resolution currently entitled "Amended and Restated Resolution Authorizing and Establishing a Water Pollution Abatement and Drinking Water Project Financing Program" (as heretofore amended and as hereafter further amended and supplemented in accordance with its terms, the "Program Resolution"), pursuant to which U.S. Bank National Association has been appointed trustee thereunder (the "Program Trustee"); and

WHEREAS, financial assistance may be provided by the Trust in accordance with the Enabling Act and the Program Resolution either by making Direct Loans, funded from Federal Capitalization Grants, Commonwealth Matching Grants and other funds available to the Trust, or by making Leveraged Loans or purchasing Local Governmental Obligations, each funded from the proceeds of Bonds issued by the Trust under one or more resolutions ("Bond Resolutions") pursuant to which one or more trustees ("Bond Trustees") have been and may hereafter be appointed by the Trust; and

WHEREAS, Section 6 of the Enabling Act provides that all Loans made and Local Governmental Obligations purchased by the Trust to finance or refinance Costs of Water Pollution Abatement Projects shall provide for a subsidy or other assistance in the payment of debt service thereon as provided in said Section 6 and that the Commonwealth pay contract assistance to the Trust (“Section 6 Contract Assistance Payments”) to provide for a portion of such subsidy or other assistance; and

WHEREAS, Section 6A of the Enabling Act provides that Loans made and Local Governmental Obligations purchased by the Trust to finance or refinance Costs of certain Water Pollution Abatement Projects described in said Section 6A shall provide for subsidies or other assistance in the payment of debt service thereon at various levels in excess of the subsidies or other assistance provided for pursuant to Section 6 of the Enabling Act, and, pursuant to said Section 6A, the Commonwealth is required to pay contract assistance to the Trust (“Section 6A Contract Assistance Payments”) to provide for a portion of such additional subsidies or other assistance; and

WHEREAS, Section 18(g) of the Enabling Act provides that all Loans made by the Trust to finance or refinance Costs of Drinking Water Projects shall provide for a subsidy or other assistance as provided in said Section 18 and that the Commonwealth pay contract assistance to the Trust (“Section 18 Contract Assistance Payments”) to provide for a portion of such subsidy or other assistance; and

WHEREAS, Section 6, Section 6A and Section 18 of the Enabling Act authorize and direct the State Treasurer to enter into one or more agreements with the Trust to provide Section 6 Contract Assistance Payments, Section 6A Contract Assistance Payments and Section 18 Contract Assistance Payments to the Trust (collectively, “Contract Assistance Payments”), which agreements and the rights of the Trust to receive Contract Assistance Payments thereunder may be pledged as security for payment of the Bonds; and

WHEREAS, on March 4, 1993, the Trust and the State Treasurer entered into an Agreement for Contract Assistance establishing procedures for the determination and payment of Contract Assistance Payments (as heretofore amended and restated, the “Contract Assistance Agreement”); and

WHEREAS, the parties to this Agreement wish to further amend and restate the Contract Assistance Agreement in its entirety;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

Section 1. Definitions and Interpretation. (a) Except as otherwise provided herein, all capitalized, undefined terms used in this Agreement shall have the same meanings given such terms in the Recitals hereto, in Section 1 of the Enabling Act or in Section 102 of the Program Resolution, as applicable.

(b) The terms “herein”, “hereunder”, “hereby”, “hereto”, “hereof” and any similar terms, refer to this Agreement; the term “heretofore” means before the date of execution and delivery of this Agreement and the term “hereafter” means after the date of execution and delivery of this Agreement.

(c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

Section 2. Authority; Amendment of Contract Assistance Agreement. (a) This Agreement is executed and delivered by the parties hereto under and pursuant to Section 6, Section 6A and Section 18 of the Enabling Act.

(b) In accordance with Section 8 of the Contract Assistance Agreement, this Agreement amends and restates the Contract Assistance Agreement in its entirety as it pertains to the provision of Contract Assistance Payments to the Trust and the application of such Contract Assistance Payments by the Trust to provide subsidies or other assistance with respect to Loans made or Local Governmental Obligations purchased by the Trust and to the payment of Bonds issued by the Trust. Upon execution and delivery of this Agreement by the Trust and the State Treasurer, the Contract Assistance Agreement shall be deemed superseded in its entirety by this Agreement and shall no longer have any force or effect.

Section 3. Revolving Funds. In accordance with Section 4 of the Enabling Act, the State Treasurer, as custodian of the Revolving Funds, hereby approves the establishment by the Trust within the Revolving Funds of the Funds and Accounts described in the Program Resolution and in each Bond Resolution heretofore adopted by the Trust (collectively, the “Bond Resolutions”), and further authorizes the Trust to establish within the Revolving Funds pursuant to the Program Resolution and each of the Bond Resolutions such additional funds and accounts to be held by the Program Trustee or the Bond Trustees, as applicable, as the Trust shall deem necessary to implement the Program. The State Treasurer further designates the Program Trustee and the Bond Trustees, as agents of the State Treasurer, custodian of those Funds and Accounts within the Revolving Funds described in the Program Resolution and each of the Bond Resolutions and directs the Program Trustee and the Bond Trustees to hold, invest and apply such Funds and Accounts and all moneys and other property on deposit therein as directed by the Trust in accordance with the Program Resolution and the Bond Resolutions.

Section 4. Contract Assistance Payments. (a) Subject to the limitations provided in Section 6, Section 6A and Section 18 of the Enabling Act as described in Section 5 of this Agreement, the Commonwealth agrees to provide Contract Assistance Payments to the Trust as provided in this Section 4 in the amounts and on the dates set forth in all outstanding Contract Assistance Determinations executed, approved and delivered on or before the date of this Agreement, all as more fully described in Schedule A attached hereto and incorporated herein. The parties hereto confirm that such Contract Assistance Payments shall be payable in the aggregate in each Fiscal Year in the amounts set forth in Schedule B attached hereto and

incorporated herein, and further confirm that the aggregate amount of such Contract Assistance Payments payable in each Fiscal Year pursuant to Section 6, Section 6A or Section 18 of the Enabling Act, as applicable, does not exceed the limit on Contract Assistance Payments payable in each such Fiscal Year provided in said Section 6, Section 6A or Section 18, as applicable.

(b) (i) Subject to the limitations provided in Section 6, Section 6A and Section 18 of the Enabling Act as described in Section 5 of this Agreement, at any time and from time to time subsequent to the date of execution and delivery of this Agreement by the parties hereto the Trust, with the approval of the Department, may designate one or more Loans made or to be made or issues of Local Governmental Obligations purchased or to be purchased by the Trust, or one or more Series of Bonds issued or to be issued by the Trust to fund such Loans or such purchase of Local Governmental Obligations, in accordance with the Program Resolution and, in the case of Bonds, a related Bond Resolution, to be eligible for Contract Assistance Payments hereunder and under Section 6, Section 6A or Section 18 of the Enabling Act. Any such designation by the Trust shall be contained in a certificate of an Authorized Officer of the Trust substantially in the form attached hereto as Exhibit A or Exhibit B, as applicable, identifying the Loans or Local Governmental Obligations determined by the Trust and the Department to be eligible for Contract Assistance Payments hereunder, the dates on which such Contract Assistance Payments are payable (which dates, in the case of a Leveraged Loan or issue of Local Governmental Obligations, unless otherwise provided in the applicable Financing Agreement or the related Bond Resolution, and subject to the limitations provided in Section 420 of the Acts of 1998, shall be the interest and principal payment dates on the related Series of Bonds), the amount of each Contract Assistance Payment payable on each such date and, in the case of a Leveraged Loan or issue of Local Governmental Obligations, except as otherwise provided in Paragraph (e) of this Section 4, the Series of Bonds with respect to which such Contract Assistance Payments will be applied and a calculation of the maximum aggregate amount of Section 6 Contract Assistance Payments, Section 6A Contract Assistance Payments and Section 18 Contract Assistance Payments, as applicable, thereafter payable in any Fiscal Year (a "Contract Assistance Determination"). Approval of a Contract Assistance Determination by the State Treasurer and the Secretary (as evidenced by their signatures thereon) shall constitute an agreement by the Commonwealth to provide Contract Assistance Payments to the Trust in the amounts and on the dates set forth in the Contract Assistance Determination.

(ii) Pursuant to any Contract Assistance Determination for Leveraged Loans or Local Governmental Obligations and a Series of Bonds, the State Treasurer and the Secretary may also authorize the Trust and the Department to amend the Contract Assistance Determination on their behalf (a) to provide Contract Assistance Payments for Leveraged Loans thereafter made, or for Local Governmental Obligations thereafter purchased, with proceeds of such Series of Bonds and for such Series of Bonds and (b) to reflect the prepayment of all or any portion of any Loan or issue of Local Governmental Obligations referred to in such Contract Assistance Determination and any resulting reduction in Contract Assistance Payments therefor, provided that the aggregate amount of any net increase in Contract Assistance Payments to be provided thereunder pursuant to one or more such amendments, after taking into account any additional Contract Assistance Payments described in clause (a) above and any reductions in Contract Assistance Payments described in clause (b) above, shall not exceed an amount reasonably determined by the Trust and the Department to be necessary therefor and shall not cause the

amount of Contract Assistance Payments thereafter payable in each Fiscal Year pursuant to Section 6, Section 6A or Section 18 of the Enabling Act, as applicable, to exceed the limit on Contract Assistance Payments payable in each Fiscal Year provided in said Section 6, Section 6A or Section 18, as applicable. An authorization to amend a Contract Assistance Determination granted by the State Treasurer and the Secretary (as evidenced by their signatures thereon) shall constitute an agreement by the Commonwealth to provide Contract Assistance Payments to the Trust in the amounts and on the dates set forth in the Contract Assistance Determination as so amended. Any such authorization to amend a Contract Assistance Determination may be revoked at any time by either the State Treasurer or the Secretary by delivering written notice of such revocation to the Trust and the Department, provided that such revocation shall not affect any amendment to the Contract Assistance Determination theretofore approved by the Trust and the Department.

(c) Subject to Paragraph (e) of this Section 4, the Trust shall apply all Contract Assistance Payments received under this Section 4 solely to provide a subsidy or other assistance in the payment of debt service on the Loans or Local Governmental Obligations to which such Contract Assistance Payments are applicable through application of such Contract Assistance Payments to the payment or provision for payment of debt service on the Series of Bonds issued by the Trust to fund such Loans or the purchase of such Local Governmental Obligations, or to the reimbursement of the Direct Loan Fund for amounts advanced on account of such Loans, or otherwise as provided in the Program Resolution, the applicable Bond Resolution, if any, and the applicable Financing Agreement. Contract Assistance Payments payable to the Trust pursuant to any Contract Assistance Determination approved by the State Treasurer and the Secretary shall be paid to or for the account of the Trust as follows:

(i) Subject to Paragraphs (d) and (e) of this Section 4 and to clause (ii) of this Paragraph (c), the State Treasurer shall pay to the applicable Bond Trustee (or, in the case of any Direct Loan, to the Program Trustee) such portion of the Contract Assistance Payments described in any Contract Assistance Determination as shall be requested by the Trust in one or more certificates of an Authorized Officer delivered at any time and from time to time to the State Treasurer not less than five (5) Business Days prior to the payment dates for such Contract Assistance Payments as set forth in the applicable Contract Assistance Determination, indicating the amount requested and certifying that the amount requested, together with all other Contract Assistance Payments theretofore made for such purpose hereunder, does not exceed the amounts available for such purpose set forth in the applicable Contract Assistance Determination (provided any failure by the Trust to file any request for payment of Contract Assistance Payments hereunder or any defect in any such request shall not excuse a failure by the Commonwealth to make all Contract Assistance Payments to the Trust at the times and in the amounts provided in any Contract Assistance Determination properly filed with the State Treasurer and approved by the Secretary in accordance with this Agreement).

(ii) Notwithstanding the provisions of clause (i) of this Paragraph (c), without the prior written consent of the Secretary, Contract Assistance Payments allocable to any Loan or any issue of Local Governmental Obligations or any Series of Bonds may be requested by the Trust and shall be paid to the Bond Trustee (or the Program Trustee as

aforesaid) by the State Treasurer no earlier than the payment dates, and in the amount on each payment date no greater than the amounts, set forth in the applicable Contract Assistance Determination. Subject to the foregoing, any Contract Assistance Payment requested by the Trust shall be paid to the applicable Bond Trustee (or the Program Trustee as aforesaid) within two (2) Business Days after receipt by the State Treasurer of the certificate of an Authorized Officer of the Trust requesting such payment (but, in the case of any Leveraged Loan or issue of Local Governmental Obligations, in no event less than five (5) Business Days prior to the applicable interest or principal payment date on the Series of Bonds to which such Contract Assistance Payment is attributable).

(d) Notwithstanding anything in this Agreement to the contrary, upon direction of the Secretary the Trust shall apply as a credit against the Contract Assistance Payments payable hereunder (i) with respect to any Loan or issue of Local Governmental Obligations, the amount of any reduction in the subsidy or other assistance attributable to Contract Assistance Payments allocable to such Loan or Local Governmental Obligations on account of the prepayment of such Loan or Local Governmental Obligations in whole or in part in accordance with the terms of the applicable Financing Agreement therefore, or on account of any other circumstance provided in the applicable Financing Agreement requiring or permitting the Trust to reduce the financial assistance thereunder attributable to Contract Assistance Payments, (ii) with respect to any Leveraged Loan or issue of Local Governmental Obligations, the amount of any Net Earnings on investment or deposit of any moneys allocable to such Loan or Local Governmental Obligations held by or for the account of the Trust under the related Bond Resolution and not required under the Bond Resolution or any applicable Financing Agreement (x) to be applied to pay debt service then or thereafter payable on the related Series of Bonds or to fund any debt service reserve fund or similar fund (including a subsidy fund) allocable to such Bonds or (y) to be applied to pay Costs of the applicable Water Pollution Abatement Project or Drinking Water Project financed by such Loan or Local Governmental Obligations or costs of financing allocable thereto or (z) to be paid to a Borrower under any applicable Financing Agreement, and (iii) with respect to any Series of Bonds, any amount of Contract Assistance Payments allocable to such Series of Bonds which is not required under the applicable Bond Resolution to be applied to pay debt service then or thereafter payable on such Series of Bonds as a result of the refunding or redemption in whole or in part of such Series of Bonds or any other circumstance provided in the applicable Bond Resolution permitting the Trust to reduce the amount of such Contract Assistance Payments. The Trust shall determine the amount, if any, to be credited as aforesaid against any Contract Assistance Payment due on any payment date therefor in accordance with this Section 4 (which determination by the Trust shall be conclusive as to the amount of such credit) and shall include the amount of such credit in the applicable certificate of an Authorized Officer delivered to the State Treasurer pursuant to Paragraph (b) of this Section 4.

(e) Notwithstanding anything in this Agreement to the contrary, upon direction of the Secretary the Trust shall deposit in the Contract Assistance Fund established under the Program Resolution all or such portion designated by the Secretary of any Contract Assistance Payment payable hereunder (A) with respect to any Loan or issue of Local Governmental Obligations, which is not required under the applicable Financing Agreement (i) to be applied to pay debt service then or thereafter payable on the related Series of Bonds or (ii) to provide a subsidy or other financial assistance for such Loan or Local Governmental Obligations or (iii) to be paid to

the Borrower under such Financing Agreement as a result of any reduction in the subsidy or other assistance attributable to Contract Assistance Payments allocable to such Loan or Local Governmental Obligations on account of (x) the prepayment in whole or in part of the Loan or Local Governmental Obligations in accordance with the terms thereof, or (y) the refunding or redemption in whole or in part of such related Series of Bonds, or (z) any other circumstance provided in the applicable Financing Agreement requiring or permitting the Trust to reduce the financial assistance thereunder attributable to Contract Assistance Payments and (B) with respect to any Series of Bonds, which is not required under the applicable Bond Resolution to be applied to pay debt service then or thereafter payable on such Series of Bonds as a result of the refunding or redemption in whole or in part of such Series of Bonds or any other circumstance provided in the applicable Bond Resolution permitting the Trust to reduce the amount of Contract Assistance Payments allocable to such Series of Bonds. In such event, the Trust shall amend the Contract Assistance Determination applicable to such Loan or Local Governmental Obligations or to such Series of Bonds to identify the Contract Assistance Payments or portions thereof to be deposited in the Contract Assistance Fund and shall deliver a copy of such Contract Assistance Determination to the Program Trustee together with the written direction of an Authorized Officer of the Trust to deposit such Contract Assistance Payments or portions thereof in the Contract Assistance Fund on the dates and in the amounts specified in such Contract Assistance Determination as so amended. Upon the written direction of the Secretary, any amount deposited in the Contract Assistance Fund as aforesaid may be applied as provided in the Program Resolution as Contract Assistance Payments for Loans or Local Governmental Obligations or Series of Bonds thereafter designated in one or more Contract Assistance Determinations or to any other purpose authorized or permitted by the Program Resolution, the Act and any other applicable law.

Section 5. Limits on Contract Assistance. (a) Notwithstanding anything in Section 4 of this Agreement to the contrary, as provided in Section 6 of the Enabling Act the aggregate amount of Section 6 Contract Assistance Payments payable by the Commonwealth to the Trust in accordance with this Agreement in any Fiscal Year of the Commonwealth shall in no event exceed forty-five million dollars (\$45,000,000) or such greater amount as shall be hereafter provided in the Enabling Act as amended from time to time or in any other general or special law.

(b) Notwithstanding anything in Section 4 of this Agreement to the contrary, as provided in Section 6A of the Enabling Act the aggregate amount of Section 6A Contract Assistance Payments payable by the Commonwealth to the Trust in accordance with this Agreement in any Fiscal Year of the Commonwealth shall in no event exceed twenty-six million dollars (\$26,000,000) or such greater amount as shall be hereafter provided in the Enabling Act as amended from time to time or in any other general or special law.

(c) Notwithstanding anything in Section 4 of this Agreement to the contrary, as provided in Section 18 of the Enabling Act the aggregate amount of Section 18 Contract Assistance Payments payable by the Commonwealth to the Trust in accordance with this Agreement in any Fiscal Year of the Commonwealth shall in no event exceed seventeen million dollars (\$17,000,000) or such greater amount as shall be hereafter provided in the Enabling Act as amended from time to time or in any other general or special law.

(d) In the event the aggregate amount payable in any Fiscal Year under Section 4 of this Agreement shall exceed the limit provided in Section 6, Section 6A or Section 18 of the Enabling Act, the amount available in such Fiscal Year shall be allocated to Loans or to Local Governmental Obligations and to Series of Bonds in the chronological order in which Contract Assistance Payments were approved therefor pursuant to Section 4 of this Agreement.

(e) Notwithstanding anything in this Agreement to the contrary, upon direction of the Secretary the Trust shall deposit in the Contract Assistance Fund established under the Program Resolution all or such portion designated by the Secretary of any amount appropriated by the Commonwealth for the purpose of making Contract Assistance Payments hereunder which is not required for, or otherwise applied to, such purpose in the Fiscal Year of appropriation. Upon the written direction of the Secretary, any amount deposited in the Contract Assistance Fund as aforesaid may be applied as provided in the Program Resolution as Contract Assistance Payments for Loans or Local Governmental Obligations or Series of Bonds thereafter designated in one or more Contract Assistance Determinations or to any other purpose authorized or permitted by the Program Resolution, the Act and any other applicable law.

Section 6. Obligation of Commonwealth. (a) As provided in Section 6, Section 6A and Section 18 of the Enabling Act, the obligation of the Commonwealth to pay to or for the account of the Trust any Contract Assistance Payments described in Section 4 of this Agreement, at the times and in the amounts provided herein, shall be a general obligation of the Commonwealth for which its full faith and credit is and shall be pledged.

(b) So long as any Loans or Local Governmental Obligations eligible for financial assistance from Contract Assistance Payments, or Bonds issued to fund or purchase the same, shall be outstanding, the obligations of the Commonwealth hereunder shall be absolute and unconditional and shall not be affected by any failure of the Trust to comply with the provisions hereof or by any default by the Trust hereunder or under the Program Resolution, any Bond Resolution or any Financing Agreement or any other agreement or instrument pertaining to the Program or Loans or Local Governmental Obligations or Bonds.

(c) The Revolving Funds and all amounts held therein and in any account therein are and shall be held in trust exclusively for the purposes and for the beneficiaries described in the Enabling Act. Notwithstanding anything herein to the contrary, if the State Treasurer shall fail to pay to or for the account of the Trust any Contract Assistance Payments payable in accordance with this Agreement at the times and the amounts provided herein and in the applicable Contract Assistance Determination, either the Trust or, to the extent provided in the applicable Financing Agreement, any Borrower on any Loan or issue of Local Governmental Obligations to which such Contract Assistance Payments are applicable may proceed to protect its rights hereunder and under the applicable Financing Agreement, and may seek to compel compliance by the Commonwealth with the terms and provisions hereof, on its own behalf or, in the case of the Trust, on behalf of such Borrower, by suit or suits in equity or at law, for the specific performance of any covenant, term or conditions hereof, or in aid of the execution of any power herein granted, and may exercise any other right or remedy upon such default as may be granted

the Trust or such Borrower under the Enabling Act, any other applicable provisions of law and the applicable Financing Agreement.

(d) By execution and delivery of this Agreement, the parties hereto agree that the Commonwealth shall have no right to set-off and apply any amount at any time held, and other indebtedness owing, by the Trust or any Borrower to or for the account of the Commonwealth against any and all of the obligations of the Commonwealth now or hereafter existing under this Agreement.

Section 7. Assignment. Except as otherwise provided in Section 204 of the Program Resolution, no party to this Agreement may pledge or assign this Agreement or any of its rights hereunder without the prior written approval of the other party to this Agreement. Notwithstanding the foregoing, the Trust may pledge or assign any Contract Assistance Payments payable hereunder as security for the payment of Bonds issued to fund any Loan or the purchase of any Local Governmental Obligations to which such Contract Assistance Payments are allocable.

Section 8. Amendment. Subject to the rights of any Local Governmental Unit or other Eligible Borrower provided in any Financing Agreement, this Agreement may be amended or supplemented at any time and from time to time in any respect, provided any such amendment or supplement shall solely be in writing signed by each of the parties hereto.

Section 9. Action by Parties. Where this Agreement shall provide for any direction, consent, approval or other action to be taken or made by the Trust or the Department hereunder, such direction, consent, approval or other action shall be sufficiently taken or made for all purposes of this Agreement if taken or made by Authorized Officers of the Trust or the Department, as the case may be. Where this Agreement shall provide for any direction, consent, approval or other action to be taken or made by the State Treasurer or the Secretary hereunder, such direction, consent, approval or other action shall be sufficiently taken or made for all purposes of this Agreement if taken or made by State Treasurer or the Secretary, as the case may be, or by one or more designees of the State Treasurer or the Secretary, evidenced by a certificate of designation filed with the other parties hereto executed by the State Treasurer or the Secretary, as applicable.

Section 10. Notices. All notices, consents, certificates and other communications to any party hereunder shall be sufficiently given when delivered by hand or courier or telecopied or mailed by registered or certified mail, postage prepaid, addressed to the Trust, 1 Ashburton Place, 12th Floor, Boston, Massachusetts 02108, Attention: Executive Director; and to the State Treasurer, State House, Room 227, Boston, Massachusetts 02133; or to such further or different address as either party hereto may designate in writing to the other party.

Section 11. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

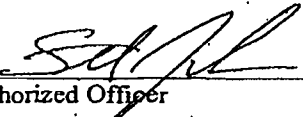
Section 12. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth.

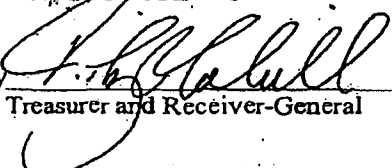
Section 14. Further Assurances. Each party to this Agreement shall, at the request of any other party, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, covenants and agreements granted or made or intended to be granted or made by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year first above written.

MASSACHUSETTS WATER POLLUTION
ABATEMENT TRUST

By 
Authorized Officer

TREASURER AND RECEIVER-GENERAL
OF THE COMMONWEALTH OF
MASSACHUSETTS

By 
Treasurer and Receiver-General

Approved:


Secretary for Administration
and Finance

SCHEDULE A

Schedule of Outstanding Contract Assistance Determinations

<u>Certificate No.</u>	<u>Date</u>	<u>Borrower</u>
	March 4, 1993 (Repealed July 10, 1996)	New Bedford 91-14, 91-25, 91-26, 91-69 and 91-66 (First Loan Installment)
1	March 18, 1993 (As Amended as of December 28, 1995)	MWRA Series 1993A
2	July 14, 1993 (As Amended as of June 1, 1995)	Pool Loan Program, Series 1
3	October 26, 1993 (Repealed July 10, 1996)	New Bedford 91-66 (Second Loan Installment)
4	January 6, 1994 (As Amended as of December 28, 1995)	MWRA Series 1993B
5	April 26, 1994	Town of Belchertown
6	June 21, 1994 (Repealed July 10, 1996)	New Bedford 91-66 (Third Loan Installment) 91-73 and 93-07
7	November 1, 1994	SESD 1994 Series A
8	June 1, 1995 (As Amended as of April 29, 1997)	Pool Loan Program Series 2
9	June 14, 1995	Town of Westwood
10	June 28, 1995 (Repealed July 10, 1996)	New Bedford 91-66 (Fourth Loan Installment)

11	July 10, 1996 (As Amended as of June 15, 1998)	New Bedford 1996 Series A
12	October 1, 1996	MWRA Series 1995A
13	December 5, 1996	SESD 1996 Series A
14	April 29, 1997 (As Amended as of April 29, 1999)	Pool Loan Program Series 3
15	July 9, 1998 (As Amended as of November 3, 1999)	MWRA Series 1998A
16	December 9, 1998 (As Amended as of October 25, 2000 and November 19, 2004 and July 1, 2006)	Pool Loan Program Series 4
17	October 6, 1999 (As Amended as of September 28, 2001 and November 19, 2004 and July 1, 2006)	Pool Program Series 5 (§§6 and 6A)
18	October 6, 1999 (As Amended as of September 28, 2001 and November 19, 2004 and July 1, 2006)	Pool Program Series 5 (§18)
19	November 3, 1999	MWRA Series 1999A
20	November 8, 2000 (As Amended as of April 15, 2003 and November 19, 2004 and July 1, 2006)	Pool Program Series 6 (§§6 and 6A)

21	November 8, 2000 (As Amended as of October 21, 2002 and November 19, 2004 and July 1, 2006)	Pool Program Series 6 (§18)
22	July 26, 2001 (As Amended as of July 24, 2003 and November 19, 2004 and July 1, 2006)	Pool Program Series 7 (§§6 and 6A)
23	July 26, 2001 (As Amended as of July 24, 2003 and November 19, 2004 and July 1, 2006)	Pool Program Series 7 (§18)
24	October 31, 2002 (As Amended as of November 19, 2004 and July 1, 2006 and April 11, 2007)	MWRA Series 2002A (§§6 and 6A)
25	October 31, 2002 (As Amended as of November 19, 2004 and July 1, 2006 and April 11, 2007)	MWRA Series 2002A (§18)
26	November 26, 2002 (as Amended as of October 26, 2004 and November 19, 2004 and July 1, 2006)	Pool Program Series 8 (§§6 and 6A)
27	November 26, 2002 (as Amended as of October 26, 2004 and November 19, 2004 and July 1, 2006)	Pool Program Series 8 (§18)
28	November 6, 2003 (as Amended as of November 3, 2005 and April 11, 2007)	Pool Program Series 9 (§§6 and 6A)

29	November 6, 2003 (as Amended as of November 3, 2005 and April 11, 2007)	Pool Program Series 9 (§18)
30	November 23, 2004 (as Amended as of October 26, 2006 and April 11, 2007)	Pool Program Series 10 (§§6 and 6A)
31	November 23, 2004 (as Amended as of October 26, 2006 and April 11, 2007)	Pool Program Series 10 (§18)
32	November 16, 2005 (as Amended as of April 11, 2007 and November 9, 2007)	Pool Program Series 11 (§§6 and 6A)
33	November 16, 2005 (as Amended as of April 11, 2007 and November 9, 2007)	Pool Program Series 11 (§18)
34	December 14, 2006	Pool Program Series 12 (§§6 and 6A)
35	December 14, 2006	Pool Program Series 12 (§18)

EXHIBIT A-1

CONTRACT ASSISTANCE DETERMINATION

LEVERAGED LOANS – CLEAN WATER PROGRAM
ENABLING ACT SECTION 6

Determination No. _____

In accordance with Section 4 of the Amended and Restated Agreement for Contract Assistance dated as of November 9, 2007 (the "Agreement") between the Massachusetts Water Pollution Abatement Trust (the "Trust") and the Treasurer and Receiver-General of The Commonwealth of Massachusetts (the "State Treasurer") (with all capitalized terms used in this certificate and determination and not otherwise defined herein having the meanings given such terms in the Agreement), the undersigned, an Authorized Officer of the Trust, hereby certifies to the State Treasurer and the Secretary for Administration and Finance of the Commonwealth (the "Secretary") that the following Loan(s) made or to be made or Local Governmental Obligations purchased or to be purchased by the Trust under and pursuant to the Program Resolution of the Trust and financed or to be financed by the Series of Bonds of the Trust indicated below have been determined by the Department and the Trust to be eligible for financial assistance through the application of Contract Assistance Payments pursuant to Section 6 of the Enabling Act and otherwise as provided in the Agreement:

Series of Bonds:

<u>Loan/LGO No.</u>	<u>Principal Amount</u>	<u>Borrower</u>
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The undersigned further requests that the State Treasurer and the Secretary approve the provision of Contract Assistance Payments with respect to such Loan(s), Local Governmental Obligations and Series of Bonds on the dates and in the amounts set forth in Schedule A attached

hereto and by this reference incorporated herein, each such payment to be made at the times and in the manner provided in Section 4 of the Agreement.

The undersigned further certifies that the maximum aggregate amount of Contract Assistance Payments hereafter payable in any Fiscal Year of the Commonwealth pursuant to Section 6 of the Enabling Act, including the Contract Assistance Payments set forth on Schedule A and all other Contract Assistance Payments heretofore approved for payment in such Fiscal Year under Section 4 of the Agreement (in the amounts and payable on the dates set forth in Schedule B attached hereto and by this reference incorporated herein), is not greater than the amount set forth below, which amount does not exceed the limit on Contract Assistance Payments payable in such Fiscal Year provided in Section 6 of the Enabling Act:

Maximum Aggregate Annual Amount of
Section 6 Contract Assistance Payments:.....\$ _____

In accordance with Section 4(b)(ii) of the Agreement, the undersigned further requests that the State Treasurer and the Secretary authorize the Trust, with the approval of the Department, to amend this certificate and determination (a) to provide Contract Assistance Payments under Section 6 of the Enabling Act for Loans hereafter made, or for Local Governmental Obligations hereafter purchased, with proceeds of the Series of Bonds referred to above and for such Series of Bonds, and (b) to reflect the prepayment of all or any portion of any Loan or issue of Local Governmental Obligations referred to above and any resulting reduction in the Contract Assistance Payments required therefor, provided that the aggregate amount of any net increase in Contract Assistance Payments to be provided hereunder pursuant to one or more such amendments, after taking into account any additional Contract Assistance Payments described in clause (a) above and any reductions in Contract Assistance Payments described in clause (b) above, shall not exceed \$ _____, which is the maximum additional amount of Contract Assistance Payments reasonably determined by the undersigned to be necessary therefor, and shall not cause the amount of Contract Assistance Payments thereafter payable in each Fiscal Year pursuant to Section 6 of the Enabling Act to exceed the limit on Contract Assistance Payments payable in each Fiscal Year provided in said Section 6.

Approved:
Department of
Environmental Protection

Massachusetts Water Pollution
Abatement Trust

By: _____
Authorized Officer

By: _____
Authorized Officer

Date: _____

CERTIFICATE OF APPROVAL

The undersigned Treasurer and Receiver-General and Secretary for Administration and Finance of The Commonwealth of Massachusetts approve the provision pursuant to the Agreement referred to above of Contract Assistance Payments for the Loan(s), Local Governmental Obligations and Series of Bonds, on the dates and in the amounts set forth in the foregoing Contract Assistance Determination of the Massachusetts Water Pollution Abatement Trust and in Schedule A attached thereto.

The undersigned further authorize the Trust, with the approval of the Department, to amend the foregoing Contract Assistance Determination (a) to provide Contract Assistance Payments pursuant to Section 6 of the Enabling Act for Loans hereafter made, or for Local Governmental Obligations hereafter purchased, with proceeds of such Series of Bonds and for such Series of Bonds and (b) to reflect the prepayment of all or any portion of any Loan or issue of Local Governmental Obligations referred to above and any resulting reduction in the Contract Assistance Payments required therefor, provided that the aggregate amount of any net increase in Contract Assistance Payments to be provided hereunder pursuant to one or more such amendments, after taking into account any additional Contract Assistance Payments described in clause (a) above and any reductions in Contract Assistance Payments described in clause (b) above, shall not exceed \$ _____ and shall not cause the amount of Contract Assistance Payments thereafter payable in each Fiscal Year pursuant to Section 6 of the Enabling Act to exceed the limit on Contract Assistance Payments payable in each Fiscal Year provided in said Section 6. As provided in Section 4(b)(ii) of the Agreement, the foregoing authorization may be revoked at any time by either the State Treasurer or the Secretary by written notice delivered to the Trust and the Department, provided that such revocation shall not affect any amendment to the foregoing Contract Assistance Determination theretofore approved by the Trust and the Department.

Treasurer and Receiver-General of
The Commonwealth of Massachusetts

Secretary for Administration and Finance
of The Commonwealth of Massachusetts

Date: _____

SCHEDULE A

**Contract Assistance
Payments**

<u>Date</u>	<u>Amount</u>	<u>Total</u>	<u>Fiscal Year Total</u>
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SCHEDULE B

Section 6
Contract Assistance Payments

<u>Date</u>	<u>Amount</u>	<u>Total</u>	<u>Fiscal Year Total</u>
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EXHIBIT A-2

CONTRACT ASSISTANCE DETERMINATION

LEVERAGED LOANS – CLEAN WATER PROGRAM
ENABLING ACT SECTION 6A

Determination No. _____

In accordance with Section 4 of the Amended and Restated Agreement for Contract Assistance dated as of November 9, 2007 (the "Agreement") between the Massachusetts Water Pollution Abatement Trust (the "Trust") and the Treasurer and Receiver-General of The Commonwealth of Massachusetts (the "State Treasurer") (with all capitalized terms used in this certificate and determination and not otherwise defined herein having the meanings given such terms in the Agreement), the undersigned, an Authorized Officer of the Trust, hereby certifies to the State Treasurer and the Secretary for Administration and Finance of the Commonwealth (the "Secretary") that the following Loan(s) made or to be made or Local Governmental Obligations purchased or to be purchased by the Trust under and pursuant to the Program Resolution of the Trust and financed or to be financed by the series of Bonds of the Trust indicated below have been determined by the Department and the Trust to be eligible for financial assistance through the application of Contract Assistance Payments pursuant to Section 6A of the Enabling Act and otherwise as provided in the Agreement:

Series of Bonds:

<u>Loan/LGO No.</u>	<u>Principal Amount</u>	<u>Borrower</u>
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The undersigned further requests that the State Treasurer and the Secretary approve the provision of Contract Assistance Payments with respect to the Loan(s), Local Governmental Obligations and Series of Bonds on the dates and in the amounts set forth in Schedule A attached hereto and by this reference incorporated herein, each such payment to be made at the times and in the manner provided in Section 4 of the Agreement.

The undersigned further certifies that the maximum aggregate amount of Contract Assistance Payments hereafter payable in any Fiscal Year of the Commonwealth pursuant to Section 6A of the Enabling Act, including the Contract Assistance Payments set forth on Schedule A and all other Contract Assistance Payments heretofore approved for payment in such Fiscal Year under Section 4 of the Agreement (in the amounts and payable on the dates set forth in Schedule B attached hereto and by this reference incorporated herein), is not greater than the amount set forth below, which amount does not exceed the limit on Contract Assistance Payments payable in such Fiscal Year provided in Section 6A of the Enabling Act:

Maximum Aggregate Annual Amount of
Section 6A Contract Assistance Payments:.....\$ _____

In accordance with Section 4(b)(ii) of the Agreement, the undersigned further requests that the State Treasurer and the Secretary authorize the Trust, with the approval of the Department, to amend this certificate and determination (a) to provide Contract Assistance Payments under Section 6A of the Enabling Act for Loans hereafter made, or for Local Governmental Obligations hereafter purchased, with proceeds of the Series of Bonds referred to above and for such Series of Bonds, and (b) to reflect the prepayment of all or any portion of any Loan or issue of Local Governmental Obligations referred to above and any resulting reduction in the Contract Assistance Payments required therefor, provided that the aggregate amount of any net increase in Contract Assistance Payments to be provided hereunder pursuant to one or more such amendments, after taking into account any additional Contract Assistance Payments described in clause (a) above and any reductions in Contract Assistance Payments described in clause (b) above, shall not exceed \$ _____, which is the maximum additional amount of Contract Assistance Payments reasonably determined by the undersigned to be necessary therefor, and shall not cause the amount of Contract Assistance Payments thereafter payable in each Fiscal Year pursuant to Section 6A of the Enabling Act to exceed the limit on Contract Assistance Payments payable in each Fiscal Year provided in said Section 6A.

Approved:
Department of
Environmental Protection

Massachusetts Water Pollution
Abatement Trust

By: _____
Authorized Officer

By: _____
Authorized Officer

Date: _____

CERTIFICATE OF APPROVAL

The undersigned Treasurer and Receiver-General and Secretary for Administration and Finance of The Commonwealth of Massachusetts approve the provision pursuant to the Agreement referred to above of Contract Assistance Payments for the Loan(s), Local Governmental Obligations and Series of Bonds, on the dates and in the amounts set forth in the foregoing Contract Assistance Determination of the Massachusetts Water Pollution Abatement Trust and in Schedule A attached thereto.

The undersigned further authorize the Trust, with the approval of the Department, to amend the foregoing Contract Assistance Determination (a) to provide Contract Assistance Payments pursuant to Section 6A of the Enabling Act for Loans hereafter made, or for Local Governmental Obligations hereafter purchased, with proceeds of such Series of Bonds and for such Series of Bonds and (b) to reflect the prepayment of all or any portion of any Loan or issue of Local Governmental Obligations referred to above and any resulting reduction in the Contract Assistance Payments required therefor, provided that the aggregate amount of any net increase in Contract Assistance Payments to be provided hereunder pursuant to one or more such amendments, after taking into account any additional Contract Assistance Payments described in clause (a) above and any reductions in Contract Assistance Payments described in clause (b) above, shall not exceed \$ _____ and shall not cause the amount of Contract Assistance Payments thereafter payable in each Fiscal Year pursuant to Section 6A of the Enabling Act to exceed the limit on Contract Assistance Payments payable in each Fiscal Year provided in said Section 6A. As provided in Section 4(b)(ii) of the Agreement, the foregoing authorization may be revoked at any time by either the State Treasurer or the Secretary by written notice delivered to the Trust and the Department, provided that such revocation shall not affect any amendment to the foregoing Contract Assistance Determination theretofore approved by the Trust and the Department.

Treasurer and Receiver-General of
The Commonwealth of Massachusetts

Secretary for Administration and Finance
of The Commonwealth of Massachusetts

Date: _____

SCHEDULE A

**Contract Assistance
Payments**

<u>Date</u>	<u>Amount</u>	<u>Total</u>	<u>Fiscal Year Total</u>
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SCHEDULE B

Section 6A
Contract Assistance Payments

<u>Date</u>	<u>Amount</u>	<u>Total</u>	<u>Fiscal Year Total</u>
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EXHIBIT A-3

CONTRACT ASSISTANCE DETERMINATION

LEVERAGED LOANS – CLEAN WATER PROGRAM
ENABLING ACT SECTIONS 6 AND 6A

Determination No. _____

In accordance with Section 4 of the Amended and Restated Agreement for Contract Assistance dated as of November 9, 2007 (the "Agreement") between the Massachusetts Water Pollution Abatement Trust (the "Trust") and the Treasurer and Receiver-General of The Commonwealth of Massachusetts (the "State Treasurer") (with all capitalized terms used in this certificate and determination and not otherwise defined herein having the meanings given such terms in the Agreement), the undersigned, an Authorized Officer of the Trust, hereby certifies to the State Treasurer and the Secretary for Administration and Finance of the Commonwealth (the "Secretary") that the following Loan(s) made or to be made or Local Governmental Obligations purchased or to be purchased by the Trust under and pursuant to the Program Resolution of the Trust and financed or to be financed by the series of Bonds of the Trust indicated below have been determined by the Department and the Trust to be eligible for financial assistance through the application of Contract Assistance Payments pursuant to Section 6 and Section 6A of the Enabling Act and otherwise as provided in the Agreement:

Series of Bonds:

<u>Loan/LGO No.</u>	<u>Principal Amount</u>	<u>Borrower</u>
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The undersigned further requests that the State Treasurer and the Secretary approve the provision of Contract Assistance Payments with respect to the Loan(s), Local Governmental Obligations and Series of Bonds on the dates and in the amounts set forth in Schedule A attached hereto and by this reference incorporated herein, each such payment to be made at the times and in the manner provided in Section 4 of the Agreement.

The undersigned further certifies that the maximum aggregate amounts of Contract Assistance Payments hereafter payable in any Fiscal Year of the Commonwealth pursuant to Section 6 and Section 6A of the Enabling Act, respectively, including the Contract Assistance Payments set forth on Schedule A and all other Contract Assistance Payments heretofore approved for payment in the applicable Fiscal Year under Section 4 of the Agreement (in the amounts and payable on the dates set forth in Schedule B attached hereto and by this reference incorporated herein), are not greater than the amounts set forth below, which amounts do not exceed the respective limits on Contract Assistance Payments payable in such Fiscal Year provided in Section 6 and Section 6A of the Enabling Act:

Maximum Aggregate Annual Amount of
 Section 6 Contract Assistance Payments:.....\$ _____
 Maximum Aggregate Annual Amount of
 Section 6A Contract Assistance Payments:.....\$ _____

In accordance with Section 4(b)(ii) of the Agreement, the undersigned further requests that the State Treasurer and the Secretary authorize the Trust, with the approval of the Department, to amend this certificate and determination (a) to provide Contract Assistance Payments under Section 6 and Section 6A of the Enabling Act for Loans hereafter made, or for Local Governmental Obligations hereafter purchased, with proceeds of the Series of Bonds referred to above and for such Series of Bonds, and (b) to reflect the prepayment of all or any portion of any Loan or issue of Local Governmental Obligations referred to above and any resulting reduction in the Contract Assistance Payments required therefor, provided that the aggregate amount of any net increase in Contract Assistance Payments to be provided hereunder pursuant to one or more such amendments, after taking into account any additional Contract Assistance Payments described in clause (a) above and any reductions in Contract Assistance Payments described in clause (b) above, shall not exceed \$ _____, which is the maximum additional amount of Contract Assistance Payments reasonably determined by the undersigned to be necessary therefor, and shall not cause the amount of Contract Assistance Payments thereafter payable in each Fiscal Year pursuant to Section 6 and Section 6A of the Enabling Act to exceed the limit on Contract Assistance Payments payable in each Fiscal Year provided in said Section 6 and Section 6A, as applicable.

Approved:
 Department of
 Environmental Protection

Massachusetts Water Pollution
 Abatement Trust

By: _____
 Authorized Officer

By: _____
 Authorized Officer

Date: _____

CERTIFICATE OF APPROVAL

The undersigned Treasurer and Receiver-General and Secretary for Administration and Finance of The Commonwealth of Massachusetts approve the provision pursuant to the Agreement referred to above of Contract Assistance Payments for the Loan(s), Local Governmental Obligations and Series of Bonds, on the dates and in the amounts set forth in the foregoing Contract Assistance Determination of the Massachusetts Water Pollution Abatement Trust and in Schedule A attached thereto.

The undersigned further authorize the Trust, with the approval of the Department, to amend the foregoing Contract Assistance Determination (a) to provide Contract Assistance Payments pursuant to Section 6 and Section 6A of the Enabling Act for Loans hereafter made, or for Local Governmental Obligations hereafter purchased, with proceeds of such Series of Bonds and for such Series of Bonds and (b) to reflect the prepayment of all or any portion of any Loan or issue of Local Governmental Obligations referred to above and any resulting reduction in the Contract Assistance Payments required therefor, provided that the aggregate amount of any net increase in Contract Assistance Payments to be provided hereunder pursuant to one or more such amendments, after taking into account any additional Contract Assistance Payments described in clause (a) above and any reductions in Contract Assistance Payments described in clause (b) above, shall not exceed \$ _____ and shall not cause the amount of Contract Assistance Payments thereafter payable in each Fiscal Year pursuant to Section 6 and Section 6A of the Enabling Act to exceed the limit on Contract Assistance Payments payable in each Fiscal Year provided in said Section 6 and Section 6A, as applicable. As provided in Section 4(b)(ii) of the Agreement, the foregoing authorization may be revoked at any time by either the State Treasurer or the Secretary by written notice delivered to the Trust and the Department, provided that such revocation shall not affect any amendment to the foregoing Contract Assistance Determination theretofore approved by the Trust and the Department.

Treasurer and Receiver-General of
The Commonwealth of Massachusetts

Secretary for Administration and Finance
of The Commonwealth of Massachusetts

Date: _____

SCHEDULE A

**Contract Assistance
Payments**

<u>Date</u>	<u>Amount</u>	<u>Total</u>	<u>Fiscal Year Total</u>
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SCHEDULE B-1

Section 6
Contract Assistance Payments

<u>Date</u>	<u>Amount</u>	<u>Total</u>	<u>Fiscal Year Total</u>
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SCHEDULE B-2

Section 6A
Contract Assistance Payments

<u>Date</u>	<u>Amount</u>	<u>Total</u>	<u>Fiscal Year Total</u>
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EXHIBIT A-4

CONTRACT ASSISTANCE DETERMINATION

LEVERAGED LOANS – DRINKING WATER PROGRAM
ENABLING ACT SECTION 18

Determination No. _____

In accordance with Section 4 of the Amended and Restated Agreement for Contract Assistance dated as of November 9, 2007 (the "Agreement") between the Massachusetts Water Pollution Abatement Trust (the "Trust") and the Treasurer and Receiver-General of The Commonwealth of Massachusetts (the "State Treasurer") (with all capitalized terms used in this certificate and determination and not otherwise defined herein having the meanings given such terms in the Agreement), the undersigned, an Authorized Officer of the Trust, hereby certifies to the State Treasurer and the Secretary for Administration and Finance of the Commonwealth (the "Secretary") that the following Loan(s) made or to be made by the Trust under and pursuant to the Program Resolution of the Trust and financed or to be financed by the series of Bonds of the Trust indicated below have been determined by the Department and the Trust to be eligible for financial assistance through the application of Contract Assistance Payments pursuant to Section 18 of the Enabling Act and otherwise as provided in the Agreement:

Series of Bonds:

<u>Loan No.</u>	<u>Principal Amount</u>	<u>Borrower</u>
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The undersigned further requests that the State Treasurer and the Secretary approve the provision of Contract Assistance Payments with respect to the Loan(s) and Series of Bonds on the dates and in the amounts set forth in Schedule A attached hereto and by this reference incorporated herein, each such payment to be made at the times and in the manner provided in Section 4 of the Agreement.

The undersigned further certifies that the maximum aggregate amount of Contract Assistance Payments hereafter payable in any Fiscal Year of the Commonwealth pursuant to Section 18 of the Enabling Act, including the Contract Assistance Payments set forth on Schedule A and all other Contract Assistance Payments heretofore approved for payment in such Fiscal Year under Section 4 of the Agreement (in the amounts and payable on the dates set forth in Schedule B attached hereto and by this reference incorporated herein), is not greater than the amount set forth below, which amount does not exceed the limit on Contract Assistance Payments payable in such Fiscal Year provided in Section 18 of the Enabling Act:

Maximum Aggregate Annual Amount of
Section 18 Contract Assistance Payments:.....\$ _____

In accordance with Section 4(b)(ii) of the Agreement, the undersigned further requests that the State Treasurer and the Secretary authorize the Trust, with the approval of the Department, to amend this certificate and determination (a) to provide Contract Assistance Payments under Section 18 of the Enabling Act for Loans hereafter made with proceeds of the Series of Bonds referred to above and for such Series of Bonds, and (b) to reflect the prepayment of all or any portion of any Loan referred to above and any resulting reduction in the Contract Assistance Payments required therefor, provided that the aggregate amount of any net increase in Contract Assistance Payments to be provided hereunder pursuant to one or more such amendments, after taking into account any additional Contract Assistance Payments described in clause (a) above and any reductions in Contract Assistance Payments described in clause (b) above, shall not exceed \$ _____, which is the maximum additional amount of Contract Assistance Payments reasonably determined by the undersigned to be necessary therefor, and shall not cause the amount of Contract Assistance Payments thereafter payable in each Fiscal Year pursuant to Section 18 of the Enabling Act to exceed the limit on Contract Assistance Payments payable in each Fiscal Year provided in said Section 18.

Approved:
Department of
Environmental Protection

Massachusetts Water Pollution
Abatement Trust

By: _____
Authorized Officer

By: _____
Authorized Officer

Date: _____

CERTIFICATE OF APPROVAL

The undersigned Treasurer and Receiver-General and Secretary for Administration and Finance of The Commonwealth of Massachusetts approve the provision pursuant to the Agreement referred to above of Contract Assistance Payments for the Loan(s) and Series of Bonds, on the dates and in the amounts set forth in the foregoing Contract Assistance Determination of the Massachusetts Water Pollution Abatement Trust and in Schedule A attached thereto.

The undersigned further authorize the Trust, with the approval of the Department, to amend the foregoing Contract Assistance Determination (a) to provide Contract Assistance Payments pursuant to Section 18 of the Enabling Act for Loans hereafter made with proceeds of such Series of Bonds and for such Series of Bonds and (b) to reflect the prepayment of all or any portion of any Loan referred to above and any resulting reduction in the Contract Assistance Payments required therefor, provided that the aggregate amount of any net increase in Contract Assistance Payments to be provided hereunder pursuant to one or more such amendments, after taking into account any additional Contract Assistance Payments described in clause (a) above and any reductions in Contract Assistance Payments described in clause (b) above, shall not exceed \$ _____ and shall not cause the amount of Contract Assistance Payments thereafter payable in each Fiscal Year pursuant to Section 18 of the Enabling Act to exceed the limit on Contract Assistance Payments payable in each Fiscal Year provided in said Section 18. As provided in Section 4(b)(ii) of the Agreement, the foregoing authorization may be revoked at any time by either the State Treasurer or the Secretary by written notice delivered to the Trust and the Department, provided that such revocation shall not affect any amendment to the foregoing Contract Assistance Determination theretofore approved by the Trust and the Department.

Treasurer and Receiver-General of
The Commonwealth of Massachusetts

Secretary for Administration and Finance
of The Commonwealth of Massachusetts

Date: _____

SCHEDULE A

**Contract Assistance
Payments**

<u>Date</u>	<u>Amount</u>	<u>Total</u>	<u>Fiscal Year Total</u>
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SCHEDULE B

Section 18
Contract Assistance Payments

<u>Date</u>	<u>Amount</u>	<u>Total</u>	<u>Fiscal Year Total</u>
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EXHIBIT B-1

CONTRACT ASSISTANCE DETERMINATION

DIRECT LOANS – CLEAN WATER PROGRAM
ENABLING ACT SECTION 6

Determination No. _____

In accordance with Section 4 of the Amended and Restated Agreement for Contract Assistance dated as of November 9, 2007 (the "Agreement") between the Massachusetts Water Pollution Abatement Trust (the "Trust") and the Treasurer and Receiver-General of The Commonwealth of Massachusetts (the "State Treasurer") (with all capitalized terms used in this certificate and determination and not otherwise defined herein having the meanings given such terms in the Agreement), the undersigned, an Authorized Officer of the Trust, hereby certifies to the State Treasurer and the Secretary for Administration and Finance of the Commonwealth (the "Secretary") that the following Direct Loan(s) made or to be made by the Trust under and pursuant to the Program Resolution of the Trust have been determined by the Department and the Trust to be eligible for financial assistance through the application of Contract Assistance Payments pursuant to Section 6 of the Enabling Act and otherwise as provided in the Agreement:

<u>Loan No.</u>	<u>Principal Amount</u>	<u>Borrower</u>
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The undersigned further requests that the State Treasurer and the Secretary approve the provision of Contract Assistance Payments with respect to the Loan(s) on the dates and in the amounts set forth in Schedule A attached hereto and by this reference incorporated herein, each such payment to be made at the times and in the manner provided in Section 4 of the Agreement.

The undersigned further certifies that the maximum aggregate amount of Contract Assistance Payments hereafter payable in each Fiscal Year of the Commonwealth pursuant to Section 6 of the Enabling Act, including the Contract Assistance Payments set forth on Schedule A and all other Contract Assistance Payments heretofore approved for payment in such Fiscal Year under Section 4 of the Agreement, (in the amounts and payable on the dates set forth in Schedule B attached hereto and by this reference incorporated herein), is not greater than the amounts set forth below, which amounts do not exceed the limits on Contract Assistance Payments payable in such Fiscal Year provided in Section 6 of the Enabling Act:

Maximum Aggregate Annual Amount of
Section 6 Contract Assistance Payments:.....\$ _____

Approved:
Department of
Environmental Protection

Massachusetts Water Pollution
Abatement Trust

By: _____
Authorized Officer

By: _____
Authorized Officer

Date: _____

CERTIFICATE OF APPROVAL

The undersigned Treasurer and Receiver-General and Secretary for Administration and Finance of The Commonwealth of Massachusetts approve the provision pursuant to the Agreement referred to above of Contract Assistance Payments for the Loan(s), on the dates and in the amounts set forth in the foregoing Contract Assistance Determination of the Massachusetts Water Pollution Abatement Trust and in Schedule A attached thereto.

Treasurer and Receiver-General of
The Commonwealth of Massachusetts

Secretary for Administration and Finance
of The Commonwealth of Massachusetts

Date: _____

SCHEDULE A

**Contract Assistance
Payments**

<u>Date</u>	<u>Amount</u>	<u>Total</u>	<u>Fiscal Year Total</u>
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SCHEDULE B

Section 6
Contract Assistance Payments

<u>Date</u>	<u>Amount</u>	<u>Total</u>	<u>Fiscal Year Total</u>
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EXHIBIT B-2

CONTRACT ASSISTANCE DETERMINATION

DIRECT LOANS - CLEAN WATER PROGRAM
ENABLING ACT SECTION 6A

Determination No. _____

In accordance with Section 4 of the Amended and Restated Agreement for Contract Assistance dated as of November 9, 2007 (the "Agreement") between the Massachusetts Water Pollution Abatement Trust (the "Trust") and the Treasurer and Receiver-General of The Commonwealth of Massachusetts (the "State Treasurer") (with all capitalized terms used in this certificate and determination and not otherwise defined herein having the meanings given such terms in the Agreement), the undersigned, an Authorized Officer of the Trust, hereby certifies to the State Treasurer and the Secretary for Administration and Finance of the Commonwealth (the "Secretary") that the following Direct Loan(s) made or to be made by the Trust under and pursuant to the Program Resolution of the Trust have been determined by the Department and the Trust to be eligible for financial assistance through the application of Contract Assistance Payments pursuant to Section 6A of the Enabling Act and otherwise as provided in the Agreement:

<u>Loan No.</u>	<u>Principal Amount</u>	<u>Borrower</u>
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The undersigned further requests that the State Treasurer and the Secretary approve the provision of Contract Assistance Payments with respect to the Loan(s) on the dates and in the amounts set forth in Schedule A attached hereto and by this reference incorporated herein, each such payment to be made at the times and in the manner provided in Section 4 of the Agreement.

The undersigned further certifies that the maximum aggregate amount of Contract Assistance Payments hereafter payable in each Fiscal Year of the Commonwealth pursuant to Section 6A of the Enabling Act, including the Contract Assistance Payments set forth on Schedule A and all other Contract Assistance Payments heretofore approved for payment in such Fiscal Year under Section 4 of the Agreement, (in the amounts and payable on the dates set forth in Schedule B attached hereto and by this reference incorporated herein), is not greater than the amounts set forth below, which amounts do not exceed the limits on Contract Assistance Payments payable in such Fiscal Year provided in Section 6A of the Enabling Act:

Maximum Aggregate Annual Amount of
Section 6A Contract Assistance Payments:.....\$ _____

Approved:
Department of
Environmental Protection

Massachusetts Water Pollution
Abatement Trust

By: _____
Authorized Officer

By: _____
Authorized Officer

Date: _____

CERTIFICATE OF APPROVAL

The undersigned Treasurer and Receiver-General and Secretary for Administration and Finance of The Commonwealth of Massachusetts approve the provision pursuant to the Agreement referred to above of Contract Assistance Payments for the Loan(s), on the dates and in the amounts set forth in the foregoing Contract Assistance Determination of the Massachusetts Water Pollution Abatement Trust and in Schedule A attached thereto.

Treasurer and Receiver-General of
The Commonwealth of Massachusetts

Secretary for Administration and Finance
of The Commonwealth of Massachusetts

Date: _____

SCHEDULE A

**Contract Assistance
Payments**

Date Amount Total Fiscal Year Total

SCHEDULE B

Section 6A
Contract Assistance Payments

Date Amount Total Fiscal Year Total

EXHIBIT B-3

CONTRACT ASSISTANCE DETERMINATION

DIRECT LOANS – CLEAN WATER PROGRAM
ENABLING ACT SECTIONS 6 AND 6A

Determination No. _____

In accordance with Section 4 of the Amended and Restated Agreement for Contract Assistance dated as of November 9, 2007 (the "Agreement") between the Massachusetts Water Pollution Abatement Trust (the "Trust") and the Treasurer and Receiver-General of The Commonwealth of Massachusetts (the "State Treasurer") (with all capitalized terms used in this certificate and determination and not otherwise defined herein having the meanings given such terms in the Agreement), the undersigned, an Authorized Officer of the Trust, hereby certifies to the State Treasurer and the Secretary for Administration and Finance of the Commonwealth (the "Secretary") that the following Direct Loan(s) made or to be made by the Trust under and pursuant to the Program Resolution of the Trust have been determined by the Department and the Trust to be eligible for financial assistance through the application of Contract Assistance Payments pursuant to Section 6 and Section 6A of the Enabling Act and otherwise as provided in the Agreement:

<u>Loan No.</u>	<u>Principal Amount</u>	<u>Borrower</u>
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The undersigned further requests that the State Treasurer and the Secretary approve the provision of Contract Assistance Payments with respect to the Loan(s) on the dates and in the amounts set forth in Schedule A attached hereto and by this reference incorporated herein, each such payment to be made at the times and in the manner provided in Section 4 of the Agreement.

The undersigned further certifies that the maximum aggregate amounts of Contract Assistance Payments hereafter payable in each Fiscal Year of the Commonwealth pursuant to Section 6 and Section 6A of the Enabling Act, including the Contract Assistance Payments set forth on Schedule A and all other Contract Assistance Payments heretofore approved for payment in such Fiscal Year under Section 4 of the Agreement, (in the amounts and payable on the dates set forth in Schedule B attached hereto and by this reference incorporated herein), are not greater than the amounts set forth below, which amounts do not exceed the respective limits on Contract Assistance Payments payable in such Fiscal Year provided in Section 6 and Section 6A of the Enabling Act:

Maximum Aggregate Annual Amount of
 Section 6 Contract Assistance Payments:.....\$ _____
 Maximum Aggregate Annual Amount of
 Section 6A Contract Assistance Payments:.....\$ _____

Approved:
 Department of
 Environmental Protection

Massachusetts Water Pollution
 Abatement Trust

By: _____
 Authorized Officer

By: _____
 Authorized Officer

Date: _____

CERTIFICATE OF APPROVAL

The undersigned Treasurer and Receiver-General and Secretary for Administration and Finance of The Commonwealth of Massachusetts approve the provision pursuant to the Agreement referred to above of Contract Assistance Payments for the Loan(s), on the dates and in the amounts set forth in the foregoing Contract Assistance Determination of the Massachusetts Water Pollution Abatement Trust and in Schedule A attached thereto.

Treasurer and Receiver-General of
 The Commonwealth of Massachusetts

Secretary for Administration and Finance
 of The Commonwealth of Massachusetts

Date: _____

SCHEDULE A

**Contract Assistance
Payments**

Date Amount Total Fiscal Year Total

SCHEDULE B-1

Section 6
Contract Assistance Payments

<u>Date</u>	<u>Amount</u>	<u>Total</u>	<u>Fiscal Year Total</u>
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SCHEDULE B-2

Section 6A
Contract Assistance Payments

Date Amount Total Fiscal Year Total

10/1/2011

10/1/2011

EXHIBIT B-4

CONTRACT ASSISTANCE DETERMINATION

DIRECT LOANS - DRINKING WATER PROGRAM
ENABLING ACT SECTION 18

Determination No. _____

In accordance with Section 4 of the Amended and Restated Agreement for Contract Assistance dated as of November 9, 2007 (the "Agreement") between the Massachusetts Water Pollution Abatement Trust (the "Trust") and the Treasurer and Receiver-General of The Commonwealth of Massachusetts (the "State Treasurer") (with all capitalized terms used in this certificate and determination and not otherwise defined herein having the meanings given such terms in the Agreement), the undersigned, an Authorized Officer of the Trust, hereby certifies to the State Treasurer and the Secretary for Administration and Finance of the Commonwealth (the "Secretary") that the following Direct Loan(s) made or to be made by the Trust under and pursuant to the Program Resolution of the Trust have been determined by the Department and the Trust to be eligible for financial assistance through the application of Contract Assistance Payments pursuant to Section 18 of the Enabling Act and otherwise as provided in the Agreement:

<u>Loan No.</u>	<u>Principal Amount</u>	<u>Borrower</u>
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The undersigned further requests that the State Treasurer and the Secretary approve the provision of Contract Assistance Payments with respect to the Loan(s) on the dates and in the amounts set forth in Schedule A attached hereto and by this reference incorporated herein, each such payment to be made at the times and in the manner provided in Section 4 of the Agreement.

The undersigned further certifies that the maximum aggregate amount of Contract Assistance Payments hereafter payable in each Fiscal Year of the Commonwealth pursuant to Section 18 of the Enabling Act, including the Contract Assistance Payments set forth on Schedule A and all other Contract Assistance Payments heretofore approved for payment in such Fiscal Year under Section 4 of the Agreement, (in the amounts and payable on the dates set forth in Schedule B attached hereto and by this reference incorporated herein), is not greater than the amounts set forth below, which amounts do not exceed the limits on Contract Assistance Payments payable in such Fiscal Year provided in Section 18 of the Enabling Act:

Maximum Aggregate Annual Amount of
Section 18 Contract Assistance Payments:.....\$ _____

Approved:
Department of
Environmental Protection

Massachusetts Water Pollution
Abatement Trust

By: _____
Authorized Officer

By: _____
Authorized Officer

Date: _____

CERTIFICATE OF APPROVAL

The undersigned Treasurer and Receiver-General and Secretary for Administration and Finance of The Commonwealth of Massachusetts approve the provision pursuant to the Agreement referred to above of Contract Assistance Payments for the Loan(s), on the dates and in the amounts set forth in the foregoing Contract Assistance Determination of the Massachusetts Water Pollution Abatement Trust and in Schedule A attached thereto.

Treasurer and Receiver-General of
The Commonwealth of Massachusetts

Secretary for Administration and Finance
of The Commonwealth of Massachusetts

Date: _____

SCHEDULE A

**Contract Assistance
Payments**

Date Amount Total Fiscal Year Total

SCHEDULE B

Section 18
Contract Assistance Payments

<u>Date</u>	<u>Amount</u>	<u>Total</u>	<u>Fiscal Year Total</u>
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CONTRACT ASSISTANCE DETERMINATION
 LEVERAGED LOANS – CLEAN WATER PROGRAM
 ENABLING ACT SECTIONS 6 AND 6A

Determination No. 43

In accordance with Section 4 of the Amended and Restated Agreement for Contract Assistance dated as of November 9, 2007 (the “Agreement”) between the Massachusetts Water Pollution Abatement Trust (the “Trust”) and the Treasurer and Receiver-General of The Commonwealth of Massachusetts (the “State Treasurer”) (with all capitalized terms used in this certificate and determination and not otherwise defined herein having the meanings given such terms in the Agreement), the undersigned, an Authorized Officer of the Trust, hereby certifies to the State Treasurer and the Secretary for Administration and Finance of the Commonwealth (the “Secretary”) that the following Loans made or to be made or Local Governmental Obligations purchased or to be purchased by the Trust under and pursuant to the Program Resolution of the Trust and financed or to be financed by the series of Bonds of the Trust indicated below have been determined by the Department and the Trust to be eligible for financial assistance through the application of Contract Assistance Payments pursuant to Section 6 and Section 6A of the Enabling Act and otherwise as provided in the Agreement:

Series of Bonds

Water Pollution Abatement Trust State Revolving Fund Bonds, Series 17

<u>Loan/LGO No.</u>	<u>Principal Amount</u>	<u>Borrower</u>
CW-09-16	\$ 2,256,265	Chatham
05-1685-D	4,000,000	Barnstable County
05-1685-E	3,000,000	Barnstable County
05-1685-F	5,000,000	Barnstable County
97-1036-D	300,000	Bellingham
11-0202	1,500,000	Cohasset
05-1243-B	324,715	Concord
97-1041-A	66,558	Dighton
97-1161-J	400,000	East Bridgewater
97-1161-K	400,000	East Bridgewater
98-1026-A	200,000	Easton
97-1043-A	600,000	Foxborough
97-41-E	1,535,703	Gloucester
02-1001-D	350,000	Hanson
97-1142-B	252,841	Lynnfield
97-1077-I	200,000	Middleborough
98-1008-D	105,000	Millville
97-1148-A	478,449	Nantucket
97-1020-G	165,000	Norton

<u>Loan/LGO No.</u>	<u>Principal Amount</u>	<u>Borrower</u>
97-1051-B	\$ 17,620	Norwell
97-1029-F	200,000	Plymouth
97-1029-G	200,000	Plymouth
97-1029-H	400,000	Plymouth
97-1175-C	550,000	Rowley
97-1170-A	72,661	Shirley
97-1201-B	350,000	Stoughton
97-1057-F	250,000	Taunton
97-1091-C	205,000	Templeton
97-1019-E	200,000	Wareham
02-1201-B	245,637	West Bridgewater

Water Pollution Abatement Trust State Revolving Fund Bonds, Series 16

Since June 13, 2012, the date of the bonds referenced above and the related Contract Assistance Determination No. 41, the following loans that financed nutrient management projects referenced in the Enabling Act as amended by Section 5 of Chapter 312 of the Acts of 2008 have become eligible for a subsidy equal to a loan made at a zero percent rate of interest pursuant to Section 6 of the Enabling Act:

<u>Loan/LGO No.</u>	<u>Principal Amount Qualifying for Zero Percent Subsidy</u>	<u>Borrower</u>
CWS-09-16-A	\$ 7,518,952	Chatham
CWS-07-19A	24,221,000	Westborough

Water Pollution Abatement Trust State Revolving Fund Bonds, Series 15

Since July 8, 2010, the date of the bonds referenced above and the related Contract Assistance Determination No. 39, the following loans that financed nutrient management projects referenced in the Enabling Act as amended by Section 5 of Chapter 312 of the Acts of 2008 have become eligible for a subsidy equal to a loan made at a zero percent rate of interest pursuant to Section 6 of the Enabling Act:

<u>Loan/LGO No.</u>	<u>Principal Amount Qualifying for Zero Percent Subsidy</u>	<u>Borrower</u>
CWS-09-16	\$ 3,289,537	Chatham

The undersigned further requests that the State Treasurer and the Secretary approve the provision of Contract Assistance Payments with respect to the Loans, Local Governmental Obligations and Series of Bonds on the dates and in the amounts set forth in Schedule A attached hereto (including, within the Contract Assistance Payment for August 1, 2013 listed in

Schedule A with respect to the Series 15 Bonds, the additional amount of \$570,490.86 representing the amount by which Internal Revenue Service has notified the Trust that the federal "build America bond" interest rate subsidy allocable to such Series 15 Bonds will be reduced in the federal fiscal year ended September 30, 2013), and by this reference incorporated herein, each such payment to be made at the times and in the manner provided in Section 4 of the Agreement.

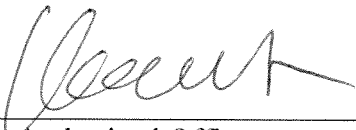
The undersigned further certifies that the maximum aggregate amounts of Contract Assistance Payments hereafter payable in any Fiscal Year of the Commonwealth pursuant to Section 6 and Section 6A of the Enabling Act, respectively, including the Contract Assistance Payments set forth on Schedule A and all other Contract Assistance Payments heretofore approved for payment in the applicable Fiscal Year under Section 4 of the Agreement (in the amounts and payable on the dates set forth in Schedule B attached hereto and by this reference incorporated herein), are not greater than the amounts set forth below, which amounts do not exceed the respective limits on Contract Assistance Payments payable in such Fiscal Year provided in Section 6 and Section 6A of the Enabling Act:

Maximum Aggregate Annual Amount of Section 6 Contract Assistance Payments:.....	\$33,927,218.45
Maximum Aggregate Annual Amount of Section 6A Contract Assistance Payments:.....	\$17,159,919.34

In accordance with Section 4(b)(ii) of the Agreement, the undersigned further requests that the State Treasurer and the Secretary authorize the Trust, with the approval of the Department, to amend this certificate and determination to reflect the prepayment of all or any portion of any Loan referred to above, provided that the aggregate amount of any net increase in Contract Assistance Payments to be provided hereunder pursuant to one or more such amendments shall not cause the amount of Contract Assistance Payments thereafter payable in each Fiscal Year pursuant to Section 6 and Section 6A of the Enabling Act to exceed the limit on Contract Assistance Payments payable in each Fiscal Year provided in said Section 6 and Section 6A, as applicable.

Approved:
Department of
Environmental Protection

Massachusetts Water Pollution
Abatement Trust

By: 
Authorized Officer

By: 
Authorized Officer

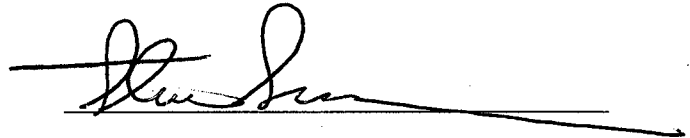
Date: May 17, 2013

CERTIFICATE OF APPROVAL

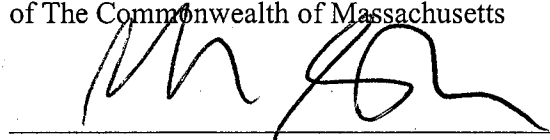
The undersigned Treasurer and Receiver-General and Secretary for Administration and Finance of The Commonwealth of Massachusetts approve the provision pursuant to the Agreement referred to above of Contract Assistance Payments for the Loans, Local Governmental Obligations and Series of Bonds, on the dates and in the amounts set forth in the foregoing Contract Assistance Determination of the Massachusetts Water Pollution Abatement Trust and in Schedule A attached thereto.

The undersigned further authorize the Trust, with the approval of the Department, to amend the foregoing Contract Assistance Determination to reflect the prepayment of all or any portion of any Loan referred to above, provided that the aggregate amount of any net increase in Contract Assistance Payments to be provided hereunder pursuant to one or more such amendments shall not cause the amount of Contract Assistance Payments thereafter payable in each Fiscal Year pursuant to Section 6 and Section 6A of the Enabling Act to exceed the limit on Contract Assistance Payments payable in each Fiscal Year provided in said Section 6 and Section 6A, as applicable. As provided in Section 4(b)(ii) of the Agreement, the foregoing authorization may be revoked at any time by either the State Treasurer or the Secretary by written notice delivered to the Trust and the Department, provided that such revocation shall not affect any amendment to the foregoing Contract Assistance Determination theretofore approved by the Trust and the Department.

Treasurer and Receiver-General of The
Commonwealth of Massachusetts



Secretary of Administration and Finance
of The Commonwealth of Massachusetts



Date: May 17, 2013

