Financing No: Date:

Borrower:

Initial Obligation Amount:

FINANCING AGREEMENT

This Financing Agreement (this "Financing Agreement") is entered into by and between the Massachusetts Clean Water Trust (together with its successors and assigns, the "Trust"), an instrumentality of The Commonwealth of Massachusetts (the "Commonwealth) and the borrower listed above, a political subdivision or public instrumentality (together with its successors and assigns, the "Borrower"). The agreement between the Trust and the Borrower is comprised of this Financing Agreement and includes all attached schedules, and the "Terms and Conditions to the Massachusetts Clean Water Trust Financing Agreement" dated as of the date set forth in Schedule A hereto, including all representations, warranties, and covenants set forth therein (the "Terms and Conditions"), which hereby is incorporated by reference. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Enabling Act and in the Terms and Conditions.

RECITALS:

WHEREAS, the Trust is organized and exists under the Enabling Act to assist Local Governmental Units in the Commonwealth to initiate, acquire, construct, improve, maintain and operate Drinking Water Projects and Water Pollution Abatement Projects; and

WHEREAS, pursuant to the Enabling Act, the Trust is authorized to make loans and interim loans to Local Governmental Units in the Commonwealth to finance or refinance costs of a Project or Projects; and

WHEREAS, Local Governmental Units are authorized to contract with the Trust with respect to such financings or refinancings and to issue local governmental obligations (the "Local Governmental Obligations") to evidence their obligations to repay such loans or interim loans; and

WHEREAS, the Trust has heretofore issued one or more commitments to the Borrower to finance or refinance costs of the Project or Projects described in Schedule A to this Financing Agreement by a loan (a "Loan"), and if requested by the Borrower an Interim Loan (as defined in the Terms and Conditions), in each case from the Trust to the Borrower in an aggregate amount equal to the Initial Obligation Amount set forth in Schedule C attached hereto; and

WHEREAS, to provide for such Loan and any Interim Loan, the Trust and the Borrower have duly authorized the execution and delivery of this Financing Agreement pursuant to the Enabling Act and the Applicable Authority and the Borrower has duly authorized the issuance and delivery to the Trust of its Local Governmental Obligations in an aggregate principal amount equal to the Initial Obligation Amount; and

WHEREAS, in accordance with the Enabling Act the Department has issued a Project Approval Certificate to the Trust approving each Project and the costs thereof to be financed or refinanced by the Trust and, in connection therewith, the Borrower and the Department are executing and delivering, simultaneously with the execution and delivery of this Financing Agreement, one or more Project Regulatory Agreements pertaining to the construction and operation of each Project.

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

1. Terms of this Financing Agreement. The terms of the Loan and any Interim Loan represented by this Financing Agreement, including, but not limited to, the effective date of the applicable Terms and Conditions, the description of the Project(s), the Initial Obligation Amount, the interest rate, fees, payment terms, and other essential or important terms and information, are set forth in Schedule A and Schedule C attached hereto.

2. Principal Forgiveness; Additional Conditions. If this Loan qualifies for principal forgiveness, the provisions related thereto appear in Schedule B. Additional conditions to the Loan represented by this Financing Agreement and any related Interim Loan, including any additional security therefor, and any amendments or additions to the Terms and Conditions, are set forth in Schedule D attached hereto.

3. Payment Schedule. The schedule of debt service payments and other fees to be paid by the Borrower pursuant to the Loan represented by this Financing Agreement are set forth in Schedule C attached hereto, which Schedule C may be amended from time to time.

4. Terms and Conditions. The general terms and conditions for the Loan and Interim Loan are set forth in the Terms and Conditions dated as of the date set forth on Schedule A attached hereto. Such Terms and Conditions are available on the Trust's website. The Borrower acknowledges and agrees that it is responsible for reviewing the Terms and Conditions and consulting with its legal counsel, as necessary, and maintaining a copy of the Terms and Conditions in its loan file.

5. Certification of Authorized Officer of the Borrower. The undersigned, an Authorized Officer of the Borrower, hereby acknowledges and certifies that such Authorized Officer has read and reviewed and consulted with the Borrower's legal counsel, as necessary, and agrees to the terms, conditions, representations, covenants, and undertakings set forth in this Financing Agreement, including all schedules attached hereto and the Terms and Conditions.

IN WITNESS WHEREOF, the Trust and the Borrower have caused this Financing Agreement to be executed by their duly Authorized Officers the day and year first above written.

MASSACHUSETTS CLEAN WATER TRUST

By _____
Authorized Officer

BORROWER

By _____
Authorized Officer

SCHEDULE A

A. Terms and Conditions dated as of:

B. Project Approval Certificate(s) - Number and Date:

C. SRF Identification Number:

D. Applicable Authority:

E. Authorized Officers:

a) Of the Trust: The Chair and Vice Chair of the Trust (and each designee thereof pursuant to G.L. Ch.30 §6A) and the Executive Director and Treasurer of the Trust.

b) Of the Borrower: Treasurer Name
Borrower Name
Borrower Address

c) Of the Department: The Commissioner, the Deputy Commissioner and the Deputy Assistant Commissioner for Financial and Construction Management of the Department.

F. Interest Rate:

G. Administrative Fee: Seventy-five thousandths of one percent (.075%) of the Loan Principal Obligation outstanding on the January 14 or July 14, as applicable, preceding each Loan Repayment Date, subject to proration for any period greater than or less than six (6) months.

H. Interim Loan Interest Rate (as applicable): 0%

I. The Project(s):

J. System:

K. Addresses for Notices:

To the Trust: Massachusetts Clean Water Trust
1 Center Plaza
Suite 430
Boston, MA 02108
Attention: Executive Director

To the Borrower: Treasurer Name
Borrower Name
Borrower Address

To the Department: MassDEP
100 Cambridge Street
Suite 900
Boston, MA 02114
Attention: Commissioner

SCHEDULE B

[If any: terms and procedures for principal forgiveness]

SCHEDULE C

[Debt service schedule]

SCHEDULE D

[If any: additional terms, additional security and/or amendments to terms and conditions]