

EXHIBIT D

SCHEDULE OF LOAN PAYMENTS

<u>Maturity</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>
2024	5,000,000
2025	5,000,000
2026	5,000,000
2027	5,000,000
2028	5,000,000
2029	5,000,000
2030	5,000,000
2031	5,000,000
2032	5,000,000
2033	<u>5,000,000</u>
Total	<u>\$50,000,000</u>

Interest shall be due and payable at the times and in amounts set forth in Section 5.01 and 5.02 of the Loan Agreement.

**ARTICLE V
LOAN PAYMENTS**

SECTION 5.01. PAYMENT OF LOAN PAYMENTS. The Governmental Unit shall pay to the order of the Trustee, for the account of the Commission and as assignee of the Commission, all Loan Payments in lawful money of the United States of America. No such Loan Payment shall be in an amount such that the interest on the Loan is in excess of the Maximum Rate. The Loan shall be repaid in Basic Payments consisting of (a) principal in the amounts and on the dates set forth in Exhibit D, and (b) interest calculated at the rate (the "Loan Rate") as provided in Section 5.02 hereof. In addition, a payment in an amount equal to 52 days of interest at the Maximum Rate on the original principal amount of the Loan calculated on the basis of a 365 day year shall be payable at Closing (the "Initial Excess Interest Amount").

Loan Payments shall begin on the first Loan Payment Date for the first Loan Payment Period following the Closing.

No later than the fifth Business Day of each month, the Trustee shall give the Governmental Unit notice in writing of the total amount of the Loan Payment which will be due and payable on the next following Loan Payment Date. Any past due Basic Payment which has not been paid by the Loan Payment Date shall be paid, together with interest thereon, at a rate equal to the Loan Rate in effect from time to time plus 2% for the period for which such Basic Payment has not been paid, but not in excess of the Maximum Rate. The Basic Payments and Additional Payments shall be due on each Loan Payment Date, unless the principal amount of the Loan is prepaid, accelerated or forgiven in accordance with the Indenture and in accordance with the provisions hereof.

To the extent that any Loan Payment is made in an amount which is less than the total amount then due and payable, the amount of the Loan Payment made shall be applied first to the payment of Basic Payments and then to the payment of Additional Payments.

With the exception of partial prepayments under Section 6.01, the schedule of Loan Payments attached hereto as Exhibit D may be amended with the prior written consent of the Liquidity Provider; provided, however, any such amendment shall not become effective until the Trustee receives written evidence from S&P, Moody's or Fitch that the ratings then assigned to the Notes by such rating agencies will not be withdrawn or reduced as the result of such amendment. The Governmental Unit may exercise a one-time option to re-amortize the Loan on the effective date of the refinancing of this Loan through the issuance of fixed rate refunding bonds pursuant to Section 6.02 hereof, but in no event later than the tenth year from the date hereof or upon reaching the mid-point of the original Loan Term; provided, however, any such amendment shall not become effective until the Trustee receives written evidence from S&P, Moody's and Fitch that the ratings

then assigned to the Notes by such rating agencies will not be withdrawn or reduced as the result of such amendment. In no event shall the scheduled Loan Term exceed 30 years from the date hereof.

SECTION 5.02. CALCULATION OF LOAN RATE. The Commission shall set and from time to time reset the Loan Rate, provided that the Loan Rate shall for each Loan Payment Period shall be a rate which produces an amount of interest at least equal to the amount described in paragraphs (a) and (b) below:

(a) The Governmental Unit's Proportionate Share of the interest and/or Discount, as the case may be, on the Notes (including Notes held by the Liquidity Provider), as the case may be, for the immediately preceding Loan Payment Period;

(b) Any amount necessary to replenish the Initial Excess Interest Amount;

(c) On the Loan Payment Date in October of each year following the Closing, the Trustee shall apply any portion of the Initial Excess Interest Amount in excess of an amount equal to 52 days of interest at the Maximum Rate on the then outstanding principal amount of the Loan as a credit against the amount due and owing pursuant to paragraph (a) of this Section 5.02; and

(d) To the extent that any of the Initial Excess Interest Amount is applied to pay interest or Discount on the Notes, the Initial Excess Interest Amount shall be replenished from amounts paid pursuant to paragraph (a) or (b) of this Section 5.02 on the immediately succeeding Loan Payment Date.

(e) Interest at the Loan Rate shall be calculated on the same basis as the Note Rate or Discount then in effect.

SECTION 5.03. PAYMENT OF ADDITIONAL PAYMENTS. By execution of this Agreement, the Governmental Unit understands that payments hereunder will include payments in addition to the Basic Payments. Such payments include, but are not limited to certain fees, costs and expenses of the Liquidity Provider, interest on any amounts due the Liquidity Provider, all amounts due and owing by the Governmental Unit pursuant to the Tax Regulatory Agreement and any other amounts incurred by the Governmental Unit. Reference is made to the Liquidity Facility for provisions relating to fees, costs and expenses of the Commission, the provisions of which are incorporated by reference as if fully set forth at length. In addition to Basic Payments, and without limitation of the foregoing provisions of this Section 5.03 or the provisions of Section 2.02(g) hereof, the Governmental Unit agrees to pay on each Loan Payment Date and on demand of the Trustee in the case of a permitted acceleration of the Loan pursuant to the provisions hereof, as the case may be, the Governmental Unit's Proportionate Share of the following fees and the Governmental Unit's Proportionate Share of the following expenses and other amounts relating to the Notes and the