

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional) Karen S.D. Grande, Esq.
B E-MAIL CONTACT AT FILER (optional) karen.grande@lockelord.com
C SEND ACKNOWLEDGMENT TO (Name and Address) Karen S. D. Grande, Esquire Locke Lord LLP 2800 Financial Plaza Providence, RI 02903

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S NAME Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

1a ORGANIZATION'S NAME Kent County Water Authority				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1072 Main Street	West Warwick	RI	02893	USA

2 DEBTOR'S NAME Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

2a ORGANIZATION'S NAME				
OR	2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3 SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME The Bank of New York Mellon Trust Company, N.A.				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
500 Ross Street, 12th Floor	Pittsburgh	PA	15262	USA

4 COLLATERAL This financing statement covers the following collateral:

All of Debtor's right, title and interest with respect to the Trust Estate as defined and described in that certain Trust Indenture dated April 29, 2022, as amended and supplemented to the date hereof, including by the First Supplemental Indenture dated April 29, 2022, by and between the Debtor and the Secured Party, and as more particularly described in Exhibit A attached hereto and made a part hereof.

5 Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a Check only if applicable and check only one box: Public Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility Agricultural Lien Non-UCC Filing

7 ALTERNATIVE DESIGNATION (if applicable) Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8 OPTIONAL FILER REFERENCE DATA
Filed with the Rhode Island Secretary of State (KCWA)

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Debtor: Kent County Water Authority

Secured Party: The Bank of New York Mellon Trust Company, N.A., as Trustee

This Financing Statement covers the pledge and security interest made by the Debtor to the Secured Party for the benefit of the Rhode Island Infrastructure Bank, as purchaser of the Debtor's \$18,173,087 Revenue Bonds 2022 Series A (Taxable) (Drinking Water) and \$1,826,913 Revenue Bonds 2022 Series B (Taxable) (Efficient Buildings Fund), pursuant to a Trust Indenture dated April 29, 2022, as amended and supplemented, including by a First Supplemental Indenture thereto dated April 29, 2022 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), between the Debtor and the Secured Party, which pledge and security interest consists of the following (the "Trust Estate"):

all right, title and interest of the Debtor in and to (i) all Revenues, and (ii) all monies, securities and Reserve Deposits in all funds and accounts established by or pursuant to the Indenture, except the Operation and Maintenance Fund, the Rebate Fund, the Purchase Fund, if any, and the Unrestricted Fund, if established.

As used herein, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Act" shall mean the applicable provisions of Chapter 16 of Title 39 of the General Laws of Rhode Island (1956) as amended from time to time and any other statute now or hereafter enacted, which by its general or specific terms authorizes the Debtor to issue debt to finance the System or otherwise affects the terms of such debt.

"Authority" shall mean the Kent County Water Authority, a body corporate and politic constituting a public benefit corporation and political subdivision of the State, created pursuant to and existing under the Act, and any successor to its powers and functions.

"Authorized Officer" shall mean the Chairperson, the Vice Chairperson, the Executive Director, the Treasurer, the Assistant Treasurer, if any, the Secretary or the Assistant Secretary, if any, when used in reference to an act or document, shall also mean any other person authorized by resolution of the Debtor to perform such act or sign such document.

"Bond" or "Bonds" shall mean any of the Revenue Bonds of the Debtor authenticated and delivered under the Indenture (and, unless expressly stated to the contrary, shall not include Subordinated Bonds; provided that the provisions of Article III, Article IV, Article VIII, Article IX, Article XI and Article XII of the Indenture shall be applicable to Subordinated Bonds). The term shall also include Bonds Securing RIIB Obligations and obligations of the Debtor under any Qualified Swap Agreement (but only to the extent of Qualified Swap Payments).

"Capital Improvements" shall mean extensions, improvements, enlargements, betterments, alterations, renewals and replacements of the System (including land, equipment and other real or personal properties), which (i) are used or useful in connection with the System or any part thereof

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and (ii) are properly chargeable (whether or not so charged by the Debtor), under generally accepted accounting principles, as additions to capital accounts.

“Cost”, as applied to any Capital Improvement to be constructed or acquired by or on behalf of the Debtor shall mean all or any part of the cost, paid by or on behalf of or reimbursable by or to the Debtor of construction, acquisition, alteration, reconstruction and remodeling of such Capital Improvement, all lands, real and personal property, rights-of-way, water rights, air rights, franchises, easements and interests necessary or convenient therefor, the cost of any demolitions or relocations necessary in connection therewith, the cost of all machinery and equipment, financing charges, including costs of issuance not funded from the proceeds of Bonds, interest on Bonds and Notes issued in whole or in part to finance such construction prior to, during and for such period as the Debtor shall determine after the period of construction of such Capital Improvement, architectural, engineering, financial and legal services, plans, specifications, appraisals, surveys, inspections, estimates of costs and revenues, and other expenses necessary or incident to determining the feasibility or practicality of such work, organizational, administrative, Operating Expenses and other expenses prior to the commencement of and during such work, advance training of operating personnel and other expense, including initial working capital, of completing such work and placing the same in operation, and any other item of “Cost” attributable to the construction, acquisition, alteration, reconstruction and remodeling of such Capital Improvement and placing the same in operation; the word “Cost” as applied to any Capital Improvement which the Debtor may be authorized to acquire shall also mean the amount of the purchase price or the amount of a condemnation award in connection with the acquisition of such Capital Improvement, and shall include the cost of acquiring all of the capital stock and of discharging any liabilities of a corporation owning such Capital Improvement, if such be the case, in order to vest title to such Capital Improvement in the Debtor.

“Depository” shall mean any bank or trust company selected in accordance with Section 803 of the Indenture as a depository of moneys to be held under the provisions of this Indenture, and may include the Trustee.

“Fiduciary” shall mean the Trustee, any Paying Agent, any Depository or any Authenticating Agent.

“Operation and Maintenance Fund” shall mean the fund so designated and created by the Indenture.

“Operating Expenses” shall mean any expenses incurred by or for the account of the Debtor or reimbursable by or to the Debtor for operation, maintenance, renewal and repair of the System including, without limiting the generality of the foregoing, administrative expenses, financial, legal and auditing expenses, insurance premiums, payments on claims against the Debtor to the extent monies are unavailable therefor in the Insurance Reserve Fund (as established by the Indenture) or to the extent such claims shall fall within such reasonable deductible limits as may be determined by the Debtor, if any, payments in lieu of taxes, taxes, if any, payments of rates, assessments or other charges to the Debtor with respect to the System, legal and engineering expenses relating to operation and maintenance, payments and reserves for pension, retirement, health, hospitalization and sick leave benefits for Debtor employees allocable to the System and any other similar expenses required to be paid by the Debtor, all to the extent properly and directly attributable to

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the System, and the expenses, liabilities and compensation of the Fiduciaries required to be paid under the Indenture, but does not include the Cost of any Capital Improvement or any provision for interest, depreciation, amortization or similar charges on any indebtedness except for (i) interest paid on notes, and renewals thereof, issued in accordance with Section 607(2) of the Indenture (to the extent not included in the Cost of any Project), and (ii) payments made with respect to any indebtedness represented by leases, mortgages, security interests and other encumbrances permitted by Section 604(3) of the Indenture.

“Project” shall mean a Capital Improvement, all or a portion of the Cost of which is financed by Bonds.

“Purchase Fund” shall mean the fund so designated by Section 502 of the Indenture and created by any Supplemental Indenture.

“Rates and Charges” shall mean, except as otherwise expressly provided in the Indenture, all fees, rates, rents, assessments and other charges established by or on behalf of the Debtor for the services, facilities and commodities furnished or supplied by it from the operation of the System.

“Rebate Fund” shall mean the fund so designated by Section 502 of the Indenture and created by any Supplemental Indenture.

“Reserve Deposits,” except as set forth in any Supplemental Indenture, shall mean one or more of the following:

- (i) irrevocable, unexpired letters of credit issued by banking institutions the senior long-term debt obligations of which (or of the holding company of such banking institution) have (at the time of issue of such letter of credit) a rating within the two highest rating categories generally available to banking institutions by each Rating Agency (as defined in the Indenture) rating such debt without regard to any gradations within such categories; or
- (ii) irrevocable and unconditional policies of insurance in full force and effect issued by municipal bond insurers the obligations insured by which are eligible for a rating at the time of issuance of such policies within the two highest rating categories available to insurers generally issuing such insurance by each Rating Agency rating such insurance without regard to any gradations within such categories.

in each case providing for the payment of sums for the payment of Principal Installments (as defined in the Indenture) and interest on Bonds in the manner provided under Section 508 of the Indenture.

“Revenues” shall mean and include (except as otherwise expressly provided in the Indenture) (i) all income, revenues, receipts, and other moneys, including any unrestricted fund balance attributable to the operation of the System, (a) derived by the Debtor from its ownership and operation of the System (including collections by or on behalf of the Debtor on account of

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services and commodities furnished or supplied by the System prior to the effective date of the Indenture) or (b) derived from any other source, to the extent such moneys are deposited or required to be deposited to the Revenue Fund by the Debtor from time to time pursuant to a Supplemental Indenture (provided that any such moneys shall not be considered Revenues for purposes of Section 603(2) of the Indenture unless at the time of the deposit thereof to the Revenue Fund an Authorized Officer shall have submitted to the Trustee a certificate designating such moneys as Revenues for such purpose) and (ii) all accounts, general intangibles and contract or other rights to receive the Revenues described in clause (i), whether existing at the effective date of the Indenture or thereafter coming into existence and whether held by the Debtor at the effective date of the Indenture or thereafter acquired, and the proceeds thereof, including, without limiting the generality of the foregoing, receipts from Rates and Charges and from the earnings on the investment of any moneys held under the Indenture by the Trustee, a Depository or the Debtor or remitted to the Debtor by the RIIB (other than moneys held in the Rebate Fund, the Purchase Fund, if any, and the Unrestricted Fund), receipts from fees, rates, assessments and other charges to any political subdivision of the State for services or commodities furnished or supplied by the System, proceeds of any grant or appropriation for or on account of Operating Expenses received by the Debtor from the United States or the State or from any agency, instrumentality or political subdivision of either thereof, and except to the extent otherwise provided herein, proceeds of the sale or other disposition of all or any part of the System and of insurance and condemnation awards received with respect to the System or any part thereof and Qualified Swap Receipts, but not including (i) any amounts not deemed "Revenues" pursuant to Section 516 of the Indenture, and (ii) proceeds received by the Debtor pursuant to any RIIB Loan Agreement.

"RIIB" means the Rhode Island Infrastructure Bank established pursuant to Chapter 12.2 of Title 46 of the General Laws of Rhode Island (1956) as amended.

"RIIB Loan Agreement" shall mean any loan agreement between the RIIB and the Debtor pertaining to a loan made to the Debtor pursuant to Chapter 12.2 of the General Laws of Rhode Island (1956), as amended, and any bond purchase agreement between the RIIB and the Debtor relating to the purchase of Bonds issued pursuant to the Indenture by the RIIB in accordance with said Chapter 12.2 of Title 46.

"State" shall mean the State of Rhode Island.

"System" shall mean the system of water supply, treatment and distribution facilities of the Debtor, together with any Capital Improvements or other additions thereto and substitutions for any part thereof heretofore or hereafter acquired or made by or on behalf of the Debtor, and all other water supply facilities (as such terms are defined in the Act) of the Debtor used in, or necessary or desirable for, the operation of such system, including, but not limited to, artesian wells, reservoirs, dams, pipelines, treatment plants and related equipment.

"Trustee" means the trustee appointed in accordance with Section 801 of the Indenture, and its successor or successors and any other corporation which may at any time be substituted in its place pursuant to the Indenture.

"Unrestricted Fund" shall mean the fund so designated by Section 502 of the Indenture and created by any Supplemental Indenture.