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**State of Wisconsin**  
**Event Filing #2020-16**  
Dated July 20, 2020

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This Event Filing concerns an event described in Securities and Exchange Act Rule 15c2-12, as amended.

**Issuer:** State of Wisconsin  
General Obligation Bonds

**CUSIP Numbers:** 97705M QU2      97705L X69      97705L X77  
97705L X85      97705L X93      97705L Z42  
97705L Z59      97705M DT9      97705M JCO

**Type of Information:** Event Filing; Rule 15C-12 Disclosure; Defeasance

The State of Wisconsin has entered into a Refunding Escrow Agreement, dated July 15, 2020 with The Bank of New York Mellon Trust Company, N.A as Escrow Agent. **This Refunding Escrow Agreement is attached to this Notice.** *As a result of the purchase of securities and deposit of money as specified by the Refunding Escrow Agreement, certain bonds identified in this notice (via the CUSIP numbers above) have been defeased to their respective redemption or maturity dates.*

Samuel Klein and Company, Certified Public Accountants provided an independent verification report addressing the arithmetical accuracy of computations of the sufficiency of amounts deposited into the fund created by the Refunding Escrow Agreement. **This verification report, dated July 15, 2020 is attached to this Notice.**

For the bonds identified in this notice that are being redeemed prior to their maturity date, a separate notice of redemption is required prior to the redemption date and the Refunding Escrow Agreement requires the Escrow Agent to provide such notice. *This Event Filing does not constitute any notice of redemption.*

The State of Wisconsin is providing this Event Filing with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system. This Event Filing is also available on the State of Wisconsin Capital Finance Office web site and State of Wisconsin investor relations web site at:

[doa.wi.gov/capitalfinance](http://doa.wi.gov/capitalfinance)

[wisconsinbonds.com](http://wisconsinbonds.com)

State of Wisconsin  
Event Filing #2020-16  
Dated July 20, 2020

The undersigned represents that he is the Capital Finance Director, State of Wisconsin Capital Finance Office, which is the office of the State of Wisconsin responsible for providing annual reports and Event Filings pursuant to the State's Master Agreement on Continuing Disclosure (Amended and Restated March 1, 2019), and is authorized to distribute this information publicly.

/s/ DAVID R. ERDMAN

David R. Erdman, Capital Finance Director  
State of Wisconsin Capital Finance Office  
Wisconsin Department of Administration  
101 East Wilson Street, FLR 10  
Madison, WI 53703

Phone: (608) 267-0374

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E-mail: [DOACapitalFinanceOffice@wisconsin.gov](mailto:DOACapitalFinanceOffice@wisconsin.gov)

Website: [doa.wi.gov/capitalfinance](http://doa.wi.gov/capitalfinance)  
[wisconsinbonds.com](http://wisconsinbonds.com)

## REFUNDING ESCROW AGREEMENT

**THIS REFUNDING ESCROW AGREEMENT** (as amended from time to time, in accordance with Article IV hereof, the “**Agreement**”) is dated as of July 15, 2020, and is entered into by and between the STATE OF WISCONSIN BUILDING COMMISSION (the “**Commission**”), acting on behalf of the State of Wisconsin (the “**State**”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association duly established, existing, and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America with an office and primary place of business for corporate trust matters located in Chicago, Illinois (the “**Escrow Agent**”).

### Preliminary Statement

The State has previously issued various general obligation bonds, pursuant to the Authorizing Resolutions (as herein defined). The maturities, or portions of maturities, of general obligation bonds described in Exhibit I hereto (the “**Refunded Bonds**”) are presently outstanding and unpaid in the respective principal amounts described in Exhibit I hereto.

The State has determined to advance refund the Refunded Bonds, or portions thereof, by making provision for the payment of the principal of, and interest on, the Refunded Bonds up to and including the respective dates of redemption or maturity thereof described on Exhibit I hereto. The State will cause to be deposited in the Escrow Fund (as defined herein) created by this Agreement an amount sufficient to provide for this advance refunding of the Refunded Bonds. An amount from the proceeds of the \$163,955,000 State of Wisconsin General Obligation Refunding Bonds of 2020, Series 3 (Taxable), dated July 15, 2020 (the “**Refunding Bonds**”), will be deposited in the Escrow Fund created by this Agreement. Such amount will be invested in Escrow Securities (as defined herein). The principal of, and interest to become due during the term of this Agreement on, the Escrow Securities will be used, together with a beginning cash deposit and other funds deposited in the Escrow Fund, to pay the Redemption Price (as defined herein) or principal of, and interest due on, the Refunded Bonds as provided herein.

This Agreement is entered into for the purpose of accomplishing the advance refunding of the Refunded Bonds and setting forth the duties and obligations of the State and the Escrow Agent in connection with such advance refunding.

The State and the Escrow Agent accordingly covenant and agree as follows:

### Definitions

As used in this Agreement, the following terms shall have the following meanings, unless the context clearly indicates otherwise:

“**Agreement**” means this agreement, as amended from time to time in accordance with Article IV.

“**Authorizing Resolutions**” means the respective resolutions providing for the issuance of the Refunded Bonds, namely:

2011 State of Wisconsin Building Commission Resolution 3 adopted on February 16, 2011, and 2011 State of Wisconsin Building Commission Resolution 5 adopted on April 6, 2011, with respect to the 2011 Series 1 Refunding Bonds,

2012 State of Wisconsin Building Commission Resolution 7 adopted on May 16, 2012, with respect to the 2012 Series A Bonds,

2012 State of Wisconsin Building Commission Resolution 12 adopted on September 26, 2012, with respect to the 2012 Series B Bonds,

2015 State of Wisconsin Building Commission Resolution 8 adopted on August 12, 2015, and 2015 State of Wisconsin Building Commission Resolution 12 adopted on December 9, 2015, with respect to the 2016 Series C Bonds, and

2017 State of Wisconsin Building Commission Resolution 5 adopted on August 9, 2017, with respect to 2017 Series 2 Refunding Bonds.

“**Bond Registrar**” means the Secretary of Administration, who is the registrar designated pursuant to each of the Authorizing Resolutions.

“**Effective Time**” means the time specified in Section 1.2 of this Agreement.

“**Electronic Means**” means e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its duties hereunder.

“**Escrow Agent**” means The Bank of New York Mellon Trust Company, N.A., or its successor, acting as escrow agent under this Agreement.

“**Escrow Fund**” means the Escrow Fund created by Section 1.2 of this Agreement.

“**Escrow Securities**” means the securities described in Exhibit II.

“**Maturity Dates**” means the stated maturity dates, indicated in Exhibit I, of the Refunded Bonds other than the Refunded Bonds to be Redeemed.

“**Paying Agent**” means the Secretary of Administration, who is the paying agent for the Refunded Bonds designated by the Commission.

“**Permitted Investments**” means direct, noncallable obligations of the United States of America or its agencies, corporations wholly owned by the United States, the Federal

National Mortgage Association, or any corporation chartered by an act of Congress, but not a mutual fund or a unit investment trust.

“**Rating Agency**” means each of Kroll Bond Rating Agency, Inc., Moody’s Investors Service, Inc., Fitch Ratings Inc., and S&P Global Ratings, or their respective successors; *provided*, that such Rating Agency is providing a rating, at the State’s request, with respect to one or more of the Refunded Bonds.

“**Redemption Date**” means, when used with respect to a particular maturity of the Refunded Bonds to be Redeemed, the date fixed for such redemption by Section 1.4, as indicated in Exhibit I.

“**Redemption Price**” means, when used with respect to a particular maturity of the Refunded Bonds to be Redeemed, 100% of the principal amount thereof.

“**Refunded Bonds**” means the presently outstanding bonds of the maturities, or portions of maturities, and in the principal amounts described in Exhibit I hereto, which are issued as part of one of the following series of the State’s General Obligation Bonds:

State of Wisconsin General Obligation Refunding Bonds of 2011, Series 1 (“**2011 Series 1 Refunding Bonds**”),

State of Wisconsin General Obligation Bonds of 2012, Series A (“**2012 Series A Bonds**”),

State of Wisconsin General Obligation Bonds of 2012, Series B (“**2012 Series B Bonds**”),

State of Wisconsin General Obligation Bonds of 2016, Series C (Taxable) (“**2016 Series C Bonds**”), and

State of Wisconsin General Obligation Refunding Bonds of 2017, Series 2 (“**2017 Series 2 Refunding Bonds**”).

“**Refunded Bonds to be Redeemed**” means all of the Refunded Bonds except for the 2016 Series C Bonds and the 2017 Series 2 Refunding Bonds.

“**Refunding Bonds**” means the \$163,955,000 State of Wisconsin General Obligation Refunding Bonds of 2020, Series 3 (Taxable).

“**State**” means the State of Wisconsin.

“**Verification Agent**” means Samuel Klein and Company, Certified Public Accountants, a nationally recognized firm of independent verification agents, or its successor approved by the State.

“**Verification Report**” means the report prepared by the Verification Agent independently verifying that the Escrow Securities and cash deposited in the Escrow Fund will provide sufficient funds to pay the interest due on the Refunded Bonds on and prior to the respective Redemption Dates or Maturity Dates, as applicable, and the Redemption Price or principal of the Refunded Bonds on the respective Redemption Dates or Maturity Dates, as applicable.

## ARTICLE I

### **THE REFINANCING OF THE REFUNDED BONDS**

Section 1.1 The State shall cause to be deposited with the Escrow Agent from the proceeds of the Refunding Bonds the aggregate cash amount of \$162,920,208 (the “**Initial Deposit**”).

Section 1.2 The Initial Deposit, together with the investment income therefrom, shall be contained in a segregated account held separate and apart from all other funds or accounts held by the Escrow Agent (the “**Escrow Fund**”). The Escrow Fund shall be effectively established on the date when the Initial Deposit is made (the “**Effective Time**”). Except for \$1.00, which shall initially remain in cash, the balance of the Initial Deposit in the Escrow Fund shall be applied by the Escrow Agent, at the Effective Time, to the purchase of the Escrow Securities described on Exhibit II. Amounts collected as principal of or interest on the Escrow Securities shall be applied as provided in Section 2.1.

The State represents and warrants that the Escrow Fund, if held, invested, and disposed of by the Escrow Agent in accordance with the provisions of this Agreement, will be sufficient to make all payments of the Redemption Price or principal of, and interest on, the Refunded Bonds required under this Agreement.

Section 1.3 Although the Refunded Bonds shall remain obligations of the State until redeemed at or prior to maturity as provided herein, the Redemption Price or principal of, and interest on, the Refunded Bonds, due from and after the Effective Time, shall be payable from the Escrow Fund.

Section 1.4 At the Effective Time, the State hereby authorizes and irrevocably instructs the Escrow Agent to cause each of the Refunded Bonds to be Redeemed to be called for redemption on its applicable Redemption Date, in the manner provided in the applicable Authorizing Resolution(s) and in Section 2.2 hereof.

Section 1.5 Within ten business days after the Effective Time, the State shall provide a notice of defeasance of the Refunded Bonds to the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access website.

## ARTICLE II

### **DUTIES OF THE ESCROW AGENT**

Section 2.1 The Escrow Agent shall, without further authorization or direction from the State, (a) collect the principal of, and interest on, the Escrow Securities promptly as the same shall fall due, (b) hold all other proceeds of the Escrow Securities, together with the uninvested portion of the Initial Deposit, in the Escrow Fund, (c) pay the interest due on the Refunded Bonds as the same shall become due on and prior to their respective Redemption Dates or Maturity Dates, as applicable, and (d) pay the Redemption Price or principal of the Refunded Bonds on their respective Redemption Dates or Maturity Dates, as applicable, in the amounts set forth in the Escrow Fund cash flow attached as Schedule B to the Verification Report. The Escrow Agent shall transfer such funds to the Paying Agent for the account described in Section 3.9 or such other account as the State may provide to the Escrow Agent for each of the Refunded Bonds as and when needed for such payments.

Section 2.2 The Escrow Agent shall call the Refunded Bonds to be Redeemed for redemption on the respective Redemption Dates at the Redemption Price in the respective amounts set forth in Exhibit I. The Escrow Agent shall cause notices of the redemption of the Refunded Bonds to be Redeemed to be given in the manner described as part of Exhibit III, and shall provide a copy of each notice to the State. Each notice of redemption shall be substantially in the applicable form attached hereto as part of Exhibit III, with all blank items completed appropriately.

Section 2.3 No fees or other charges, other than as expressly hereinafter provided, may be paid from the Escrow Fund prior to retirement of all Refunded Bonds, and the State agrees that it will pay all such fees, including, but not limited, to the Escrow Agent's fees, any publication and mailing costs, and any bond counsel fees, from its other available funds as such payments become due prior to such retirement. The State shall pay the Escrow Agent from its available funds, other than the Escrow Fund, the reasonable fees and expenses of the Escrow Agent for the performance of its duties and obligations as set forth in this Agreement. In addition, the State shall pay the Escrow Agent for any extraordinary services or expenses performed or incurred by the Escrow Agent in connection with its duties under this Agreement, if notified in writing prior to the performance of those services or the incurrence of those expenses (if reasonably possible) so as to allow the State to appropriate or otherwise provide sufficient funds for such payment.

Section 2.4 Following the maturity of any of the Escrow Securities, the Escrow Agent shall, as directed in writing by the State and not otherwise, invest the proceeds thereof in Permitted Investments that mature not later than the May 1 or November 1 immediately following the maturity of the Escrow Securities.

Section 2.5 The Escrow Agent will promptly collect the principal of, interest on, and income and profit from, the Escrow Securities and promptly apply the same solely and only to the purposes expressly stated herein, including any reinvestment required hereunder and the payment of the Redemption Price or principal of, and interest on, the Refunded Bonds as the

same shall become due through their respective Redemption Dates or Maturity Dates, as applicable.

Section 2.6 Should the amounts in the Escrow Fund at any time be insufficient to make timely payments of the Redemption Price or principal of, and interest on, the Refunded Bonds on any payment date, the Escrow Agent shall, not less than fifteen (15) business days prior to the payment date, provide the State with a written request for an additional sum of money to assure the timely payment of the Redemption Price or principal of, and interest on, the Refunded Bonds.

Section 2.7 The Escrow Agent shall, no later than September 1, 2020, provide a report to the State of the receipts, income, investments, redemptions and payments of and from the Escrow Fund (the “**Escrow Fund Report**”), as of August 1, 2020. Thereafter, the Escrow Agent shall provide the Escrow Fund Report to the State no later than June 1, 2021 to cover the period beginning on August 2, 2020 through and including the date after all the Refunded Bonds have been redeemed. The Escrow Fund Report shall be delivered to the State in the manner prescribed in Section 3.9 hereof.

### **ARTICLE III**

#### **GENERAL PROVISIONS**

Section 3.1 The Escrow Fund hereby created shall be irrevocable, and the owners of the Refunded Bonds shall have an express lien on any deposits and the principal of and the interest on the Escrow Securities and any other Permitted Investments until used and applied in accordance with this Agreement.

Section 3.2 The Escrow Agent shall hold the Escrow Fund as a separate trust account wholly segregated from all other funds held by the Escrow Agent in any capacity and shall make disbursements from the Escrow Fund only in accordance with the provisions of this Agreement.

Section 3.3 The State agrees that, after receipt of any written request under Section 2.6 hereof, it will promptly and without delay and in any event, prior to the payment date, remit to the Escrow Agent such additional sum or sums of money as may be necessary to assure the timely payment of the Redemption Price or principal of, and interest on, the Refunded Bonds.

Section 3.4 None of the provisions contained in this Agreement shall require the Escrow Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its right or powers hereunder. The Escrow Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as expressly provided herein. The Escrow Agent shall have no lien, nor will it assert any lien, for its services or for any other cause, on any Escrow Securities or any other Permitted Investments or on any moneys from time to time deposited in the Escrow Fund. Any right to such a lien is hereby expressly waived by the Escrow Agent.



Section 3.5 All payments to be made, and all acts and procedures required to be done, by the Escrow Agent under the terms and provisions of this Agreement shall be made and done by the Escrow Agent without any further direction or authority of the State.

Section 3.6 If any one or more of the covenants or agreements provided in this Agreement on the part of the parties hereto to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained, and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 3.7 This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 3.8 This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

Section 3.9 Any notice, request, or other communication shall be sufficiently given and shall be deemed given when delivered or mailed, by certified mail, postage prepaid, or when transmitted by Electronic Means, as follows:

If to the State at:

Department of Administration  
Attention: Capital Finance Director  
101 East Wilson Street, 10th Floor  
Madison, Wisconsin 53703  
Email: DOACapitalFinanceOffice@wisconsin.gov

with the following wiring instructions:

Bank Name: U.S. Bank National Association  
ABA Routing No.: 075000022  
Account Name: For credit to the General Control  
Account, State of Wisconsin Account No.: 111-851-166

If to the Escrow Agent at:

The Bank of New York Mellon Trust Company, N.A.  
Attn: Corporate Trust Department  
2 N. LaSalle Street, Suite 700  
Chicago, Illinois 60602  
Email: rhonda.jackson@bnymellon.com

with the following wiring instructions:

Bank Name: The Bank of New York Mellon  
ABA Routing No.: 021000018  
For Final Credit to Account #: 4890268400  
Account Name: ST OF WI GO 2020 SER 3 ESCROW FUND  
Details of Payment: Attn: Rhonda Jackson, 312-827-8640  
FFC/Notes: State of Wisconsin 2020, Series 3 Rfdg Escrow

If to a Rating Agency at:

Kroll Bond Rating Agency, Inc.  
Attention: Public Finance  
845 Third Avenue, Fourth Floor  
New York, New York 10022  
Email: [wcox@kbra.com](mailto:wcox@kbra.com)

Moody's Investors Service, Inc.  
Attention: Public Finance Rating Desk/Refunded Bonds  
7 World Trade Center at 250 Greenwich Street  
New York, New York 10007-2796  
Email: [ratingsdesk@moodys.com](mailto:ratingsdesk@moodys.com)

Fitch Ratings Inc.  
Attention: Public Finance  
One State Street Plaza  
New York, NY 10004  
Email: [pubfinsurv@fitchratings.com](mailto:pubfinsurv@fitchratings.com)

S&P Global Ratings  
Attention: Municipal Department  
55 Water Street  
New York, New York 10041  
Email: [SLG@spglobal.com](mailto:SLG@spglobal.com)

The State, the Escrow Agent, and each Rating Agency may designate any further or different addresses to which subsequent notices, requests, or other communications, shall be sent.

Section 3.10 The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions (“**Instructions**”) given pursuant to this Agreement and delivered using Electronic Means; provided, however, that the State shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions (“**Authorized Officers**”) and containing specimen signatures of such Authorized

Officers, which incumbency certificate shall be amended by the State whenever a person is to be added or deleted from the listing. If the State elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The State understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer have, in fact, been sent by an Authorized Officer. The State shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the State and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the State. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The State agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties, anything herein to the contrary notwithstanding; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the State; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the Electronic Means security procedures.

#### ARTICLE IV

##### **SUBSTITUTION OF SECURITIES; AMENDMENTS; IRREVOCABILITY OF THIS ESCROW AGREEMENT**

Section 4.1 In addition to reinvestment following the maturity of any of the Escrow Securities, as permitted by Section 2.4 hereof, the Escrow Securities or any portion thereof sold or redeemed, and moneys derived therefrom held in the Escrow Fund or any portion thereof may be invested, reinvested, or disbursed in any manner directed in writing by the State, and other securities deposited into the Escrow Fund, *provided* that:

- (a) All securities so deposited are Permitted Investments;
- (b) The Escrow Agent is provided with an opinion (at the expense of the State) of an individual certified public accountant, or a firm of certified public accountants (which in either case shall be independent of the State), to the effect that the amounts available or to be available for payment of the Refunded Bonds will remain sufficient after such action to pay when due without further reinvestment all Redemption Price or principal of, and interest on, the Refunded Bonds up to and including their respective Redemption Dates or Maturity Dates, as applicable; and

(c) The Escrow Agent is provided with an opinion of a nationally recognized bond counsel firm (at the expense of the State) to the effect that such action is permitted under this Agreement and will not adversely affect the exclusion from gross income for federal income tax purposes of the receipt of the interest paid on any of the Refunded Bonds.

Section 4.2 Without the consent of the owners of the Refunded Bonds, the State and the Escrow Agent may amend or add to the terms of this Agreement:

- (a) to correct errors, clarify ambiguities, or insert inadvertently omitted material;
- (b) to pledge additional collateral for the benefit of the owners of the Refunded Bonds;
- (c) to deposit additional cash or securities into the Escrow Fund;
- (d) to preserve the exclusion from gross income for federal income tax purposes of interest on any of the Refunded Bonds; and
- (e) to make any other amendment so long as each Rating Agency has confirmed in writing that such amendment will not result in the lowering or withdrawal of the outstanding rating on any of the Refunded Bonds.

Prior to any such amendment or addition, the State shall obtain the opinion of nationally recognized bond counsel addressed to it and the Escrow Agent to the effect that such amendment or addition meets the requirements of this Section 4.2.

Not less than fifteen (15) calendar days prior to such amendment or addition becoming effective, the State shall give notice, by certified mail, postage prepaid, or by Electronic Means to each Rating Agency, and shall promptly furnish each Rating Agency with a draft of such amendment or addition.

Section 4.3 Except as provided in Sections 4.1 and 4.2 hereof, all the rights, powers, duties, and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

Section 4.4 Except as provided in Sections 4.1 and 4.2 hereof, all the rights, powers, duties, and obligations of the State hereunder shall be irrevocable and shall not be subject to amendment by the State, and shall be binding on any successor to the State during the term of this Agreement.

Section 4.5 This Agreement shall terminate two (2) business days after the later of the following two events: (a) the final payment of the Redemption Price or principal of, and interest on, the Refunded Bonds and (b) the Escrow Agent's submission of the report of transactions described in Section 2.7 covering the period which includes the date of the last

payment for any of the Refunded Bonds from amounts in the Escrow Fund. Upon final disbursement for the payment of the Refunded Bonds, the Escrow Agent will transfer any balance (cash and securities) remaining in the Escrow Fund to the State.

Section 4.6 The State shall promptly give notice to each Rating Agency in the event a court of competent jurisdiction issues a final order that severs any obligation contained in this Agreement.

## **ARTICLE V**

### **CONCERNING THE ESCROW AGENT**

Section 5.1 The Escrow Agent may at any time resign from the trust and be discharged of the duties and obligations hereby created by giving sixty (60) calendar days' notice to the State by certified mail and sixty (60) calendar days' notice to all registered owners of Refunded Bonds by first class mail. Such resignation shall take effect only upon the appointment of a successor Escrow Agent and the transfer of the Escrow Fund to the successor Escrow Agent. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the resigning Escrow Agent within sixty (60) calendar days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor, to which the resigning Escrow Agent shall transfer the Escrow Fund.

Section 5.2 The Escrow Agent, including its officers, directors, employees, and agents, shall:

- (a) have no responsibility or liability whatsoever for any of the recitals, undertakings, or statements of the State herein or hereunder;
- (b) be entitled to act and rely upon any notice, order, requisition, request, consent, certificate, order, opinion, affidavit, letter, or other document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons, including those transmitted by Electronic Means;
- (c) not be required to risk, use, or advance its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder;
- (d) not be liable for any action taken or omitted under this Agreement so long as the Escrow Agent shall have acted in good faith and without negligence;
- (e) be indemnified and saved harmless by the State, to the extent permitted by law, from all losses, liabilities, costs, and expenses, including attorney fees and expenses, which may be incurred by the Escrow Agent as a result of its acceptance or the performance of its duties under this Agreement, unless such losses, liabilities, costs, and expenses shall have resulted from the willful misconduct or negligence of the Escrow Agent, and such indemnification shall survive its resignation or removal, or the termination of this Agreement;

(f) have the right to perform any of its duties under this Agreement through agents, attorneys, or custodians; and

(g) have the right, but not the obligation, to consult with counsel of its choice and shall not be responsible for any action taken, or omitted to be taken, by the Escrow Agent in accordance with a written opinion of counsel to the Escrow Agent or the State addressed and delivered to both the Escrow Agent and the State.

Section 5.3 Any banking association or corporation into which the Escrow Agent may be merged or converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights and obligations hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 5.4 The State acknowledges that, if the law makes its agents or employees liable, the State will indemnify as required by § 895.46 (1) (a), Wisconsin Statutes. The State acknowledges that the Paying Agent is either an employee or an agent of the State.

Section 5.5 If, at the request of the State or with the consent of the State, the Escrow Agent renders any service not provided for in this Agreement, but in furtherance of this Agreement, the State shall compensate the Escrow Agent, as shall be agreed between the Escrow Agent and the State.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed as of the date first above written.

STATE OF WISCONSIN BUILDING COMMISSION



By: \_\_\_\_\_  
Name: David R. Erdman  
Title: Capital Finance Director

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.  
as Escrow Agent

By: \_\_\_\_\_  
Name: Mietka Collins  
Title: Vice President


(SEAL)

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed as of the date first above written.

STATE OF WISCONSIN BUILDING COMMISSION

By: \_\_\_\_\_  
Name: David R. Erdman  
Title: Capital Finance Director

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.  
as Escrow Agent

By: \_\_\_\_\_   
Name: Mietka Collins  
Title: Vice President



**EXHIBIT I**  
**DESCRIPTION OF REFUNDED BONDS**

<u>Bonds</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>CUSIP Number</u>	<u>Redemption Date</u>	<u>Redemption Price</u>
2011 Series 1 Refunding Bonds	\$27,985,000	5.00%	05/01/2022	97705M QU2	05/01/2021	100%
2012 Series A Bonds	3,520,000	3.50	05/01/2034	97705L X69	05/01/2021	100
	3,700,000	3.50	05/01/2035	97705L X77	05/01/2021	100
	7,960,000	3.75	05/01/2037	97705L X85	05/01/2021	100
	23,580,000	4.00	05/01/2042	97705L X93	05/01/2021	100
2012 Series B Bonds	25,775,000	3.10	05/01/2032	97705L Z42	05/01/2021	100
	55,295,000	3.00	05/01/2033	97705L Z59	05/01/2021	100
2016 Series C Bonds	1,050,000	1.35	05/01/2021	97705M DT9	n/a	n/a
2017 Series 2 Refunding Bonds	8,670,000	5.00	11/01/2020	97705M JC0	n/a	n/a

EXHIBIT II

**ESCROW SECURITIES TO BE ACQUIRED ON JULY 15, 2020**

<u>Security</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Cost</u>
Treasury Securities - State and Local Government Series Certificate of Indebtedness	11/01/2020	\$ 11,564,765	0.14%	100%	\$ 11,564,765
Treasury Securities - State and Local Government Series Certificate of Indebtedness	05/01/2021	151,355,442	0.16	100	<u>151,355,442</u>
				Total:	<u>\$162,920,207</u>

EXHIBIT III  
**REDEMPTION NOTICES**

Redemption Notice for State of Wisconsin General Obligation Refunding Bonds of 2011, Series 1

1. Manner of providing notice.

So long as the bonds are in book-entry-only form, a notice of redemption shall be sent to the depository not less than thirty (30) and not more than sixty (60) days prior to the date of redemption.

Source: 2011 State of Wisconsin Building Commission Resolution 3 and 2011 State of Wisconsin Building Commission Resolution 5.

2. Form of redemption notice as long as the bonds are in book-entry form. If the bonds are not in book-entry-only form, the form of redemption notice may be revised.

NOTICE OF REDEMPTION  
State of Wisconsin  
General Obligation Refunding Bonds of 2011,  
Series 1, dated June 2, 2011

<u>CUSIP Number</u>	<u>Interest Rate</u>	<u>Maturity</u>
97705M QU2	5.0%	05/01/2022

NOTICE IS HEREBY GIVEN, pursuant to a Refunding Escrow Agreement, to the beneficial owners of the State of Wisconsin General Obligation Refunding Bonds of 2011, Series 1, dated June 2, 2011 (the “**Bonds**”) that the **entire principal amount** of the Bonds maturing on May 1, 2022 has been called for redemption on May 1, 2021, prior to maturity. Upon the surrender of the called Bonds on or after May 1, 2021, at the office of the Secretary of Administration of the State of Wisconsin, the called Bonds will be redeemed at the redemption price of 100% of the principal amount and accrued interest up to May 1, 2021, and from and after that date interest thereon shall cease to accrue and be payable. The Bonds are held in book-entry-only form by The Depository Trust Company (“**DTC**”). DTC will receive payment from the State on the redemption date. Beneficial owners will receive payment in accordance with the rules between DTC and its participants.

Notice is also given that the called Bonds shall cease to bear interest from and after May 1, 2021.

Date: \_\_\_\_\_

NEITHER THE STATE NOR THE ESCROW AGENT SHALL BE RESPONSIBLE FOR THE SELECTION OR USE OF THE CUSIP NUMBER(S), NOR IS ANY REPRESENTATION MADE AS TO THEIR CORRECTNESS IN THE REDEMPTION NOTICE OR ON ANY BOND(S). THEY ARE INCLUDED SOLELY FOR THE CONVENIENCE OF THE HOLDERS.

STATE OF WISCONSIN BUILDING COMMISSION

By: \_\_\_\_\_  
The Bank of New York Mellon Trust  
Company, N.A.,  
Escrow Agent

Redemption Notice for State of Wisconsin General Obligation Bonds of 2012, Series A

1. Manner of providing notice.

So long as the bonds are in book-entry-only form, a notice of redemption shall be sent to the depository not less than thirty (30) and not more than sixty (60) days prior to the date of redemption.

Source: 2012 State of Wisconsin Building Commission Resolution 7.

2. Form of redemption notice as long as the bonds are in book-entry form. If the bonds are not in book-entry-only form, the form of redemption notice may be revised.

NOTICE OF REDEMPTION  
State of Wisconsin  
General Obligation Refunding Bonds of 2012,  
Series A, dated June 5, 2012

<u>CUSIP Number</u>	<u>Interest Rate</u>	<u>Maturity</u>
97705L X69	3.50%	05/01/2034
97705L X77	3.50	05/01/2035
97705L X85	3.75	05/01/2037
97705L X93	4.00	05/01/2042

NOTICE IS HEREBY GIVEN, pursuant to a Refunding Escrow Agreement, to the beneficial owners of the State of Wisconsin General Obligation Bonds of 2012, Series A, dated June 5, 2012 (the “**Bonds**”) that the **entire principal amount** of the Bonds maturing on May 1, 2034, 2035, 2037 and 2042 has been called for redemption on May 1, 2021, prior to maturity. Upon the surrender of the called Bonds on or after May 1, 2021, at the office of the Secretary of Administration of the State of Wisconsin, the called Bonds will be redeemed at the redemption price of 100% of the principal amount and accrued interest up to May 1, 2021, and from and after that date interest thereon shall cease to accrue and be payable. The Bonds are held in book-entry-only form by The Depository Trust Company (“**DTC**”). DTC will receive payment from the State on the redemption date. Beneficial owners will receive payment in accordance with the rules between DTC and its participants.

Notice is also given that the called Bonds shall cease to bear interest from and after May 1, 2021.

Date: \_\_\_\_\_

NEITHER THE STATE NOR THE ESCROW AGENT SHALL BE RESPONSIBLE FOR THE SELECTION OR USE OF THE CUSIP NUMBER(S), NOR IS ANY REPRESENTATION MADE AS TO THEIR CORRECTNESS IN THE REDEMPTION NOTICE OR ON ANY BOND(S). THEY ARE INCLUDED SOLELY FOR THE CONVENIENCE OF THE HOLDERS.

STATE OF WISCONSIN BUILDING COMMISSION

By: \_\_\_\_\_  
The Bank of New York Mellon Trust  
Company, N.A.,  
Escrow Agent

Redemption Notice for State of Wisconsin General Obligation Bonds of 2012, Series B

1. Manner of providing notice.

So long as the bonds are in book-entry-only form, a notice of redemption shall be sent to the depository not less than thirty (30) and not more than sixty (60) days prior to the date of redemption.

Source: 2012 State of Wisconsin Building Commission Resolution 12.

2. Form of redemption notice as long as the bonds are in book-entry form. If the bonds are not in book-entry-only form, the form of redemption notice may be revised.

NOTICE OF REDEMPTION  
State of Wisconsin  
General Obligation Bonds of 2012,  
Series B, dated November 1, 2012

<u>CUSIP Number</u>	<u>Interest Rate</u>	<u>Maturity</u>
97705L Z42	3.10%	05/01/2032
97705L Z59	3.00	05/01/2033

NOTICE IS HEREBY GIVEN, pursuant to a Refunding Escrow Agreement, to the beneficial owners of the State of Wisconsin General Obligation Bonds of 2012, Series B, dated November 1, 2012 (the “**Bonds**”) that the **entire principal amount** of the Bonds maturing on May 1, 2032 and 2033 has been called for redemption on May 1, 2021, prior to maturity. Upon the surrender of the called Bonds on or after May 1, 2021, at the office of the Secretary of Administration of the State of Wisconsin, the called Bonds will be redeemed at the redemption price of 100% of the principal amount and accrued interest up to May 1, 2021, and from and after that date interest thereon shall cease to accrue and be payable. The Bonds are held in book-entry-only form by The Depository Trust Company (“**DTC**”). DTC will receive payment from the State on the redemption date. Beneficial owners will receive payment in accordance with the rules between DTC and its participants.

Notice is also given that the called Bonds shall cease to bear interest from and after May 1, 2021.

Date: \_\_\_\_\_

NEITHER THE STATE NOR THE ESCROW AGENT SHALL BE RESPONSIBLE FOR THE SELECTION OR USE OF THE CUSIP NUMBER(S), NOR IS ANY REPRESENTATION MADE AS TO THEIR CORRECTNESS IN THE REDEMPTION NOTICE OR ON ANY BOND(S). THEY ARE INCLUDED SOLELY FOR THE CONVENIENCE OF THE HOLDERS.

STATE OF WISCONSIN BUILDING COMMISSION

By: \_\_\_\_\_  
The Bank of New York Mellon Trust  
Company, N.A.,  
Escrow Agent



**\$297,795,000**  
**STATE OF WISCONSIN**  
**\$163,955,000 GENERAL OBLIGATION REFUNDING BONDS OF 2020, SERIES 3**  
**(TAXABLE)**  
**\$133,840,000 GENERAL OBLIGATION REFUNDING BONDS OF 2021, SERIES 1**  
**(FORWARD DELIVERY)**

**SAMUEL KLEIN AND COMPANY**  
CERTIFIED PUBLIC ACCOUNTANTS

State of Wisconsin  
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Capital Finance Office  
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26 Park Street, Ste. 2010  
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735 North Water Street, Ste. 610  
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The Bank of New York Mellon Trust Company, N.A.  
2 N. LaSalle Street, 7<sup>th</sup> Floor  
Chicago, IL 60602

J.P. Morgan Securities LLC  
10 S. Dearborn, 16<sup>th</sup> Floor  
Chicago, IL 60603

**\$297,795,000**

**STATE OF WISCONSIN**

**\$163,955,000 GENERAL OBLIGATION REFUNDING BONDS OF 2020, SERIES 3 (TAXABLE)**  
(the “2020 Series 3 Bonds”)

**\$133,840,000 GENERAL OBLIGATION REFUNDING BONDS OF 2021, SERIES 1 (FORWARD DELIVERY)** (the “2021 Series 1 Bonds”, and together with the 2020 Series 3 Bonds, the “Bonds”)

We have verified certain information and assertions provided by the State of Wisconsin (the “State”) or on its behalf by J.P. Morgan Securities LLC, as representative for a group of underwriters (the “Underwriter”), relating to the refunding of the following obligations (the “Refunded Bonds”) as set forth more fully in Schedule A:

- a) \$27,985,000 of the State’s General Obligation Refunding Bonds of 2011, Series 1, dated June 2, 2011, maturing May 1, 2022 (the “Refunded 2011-1 Bonds”),
  - b) \$38,760,000 of the State’s General Obligation Bonds of 2012, Series A, dated June 5, 2012, maturing May 1, 2034, May 1, 2035, May 1, 2037, and May 1, 2042 (the “Refunded 2012A Bonds”),
  - c) \$81,070,000 of the State’s General Obligation Bonds of 2012, Series B, dated November 1, 2012, maturing May 1, 2032 and May 1, 2033 (the “Refunded 2012B Bonds”),
  - d) \$1,050,000 of the State’s General Obligation Bonds of 2016, Series C (Taxable), dated July 28, 2016, maturing May 1, 2021 (the “Refunded 2016C Bonds”),
  - e) \$8,670,000 of the State’s General Obligation Refunding Bonds of 2017, Series 2, dated November 15, 2017, maturing November 1, 2020 (the “Refunded 2017-2 Bonds”),
- (a through e together, the “Taxable Refunded Bonds”)
- f) \$9,510,000 of the State’s General Obligation Bonds of 2010, Series D (Taxable), dated September 2, 2010, maturing May 1, 2022 through May 1, 2025 (the “TE Refunded 2010D Bonds”),
  - g) \$13,500,000 of the State’s General Obligation Refunding Bonds of 2011, Series 1, dated June 2, 2011, maturing May 1, 2021 (the “TE Refunded 2011-1 Bonds”),

- h) \$15,130,000 of the State's General Obligation Bonds of 2012, Series A, dated June 5, 2012, maturing May 1, 2027 (the "TE Refunded 2012A Bonds"), and
  - i) \$130,130,000 of the State's General Obligation Bonds of 2012, Series B, dated November 1, 2012, maturing May 1, 2026 through May 1, 2031 (the "TE Refunded 2012B Bonds"),
- (f through i together, the "Tax-Exempt Refunded Bonds").

The scope of our engagement consisted of verification of the mathematical accuracy of the computations contained in the provided schedules which represent that (1) the anticipated receipts from the escrow investments purchased to refund the Taxable Refunded Bonds and a cash deposit of \$1.00, to be held in escrow, will be sufficient to pay, when due, the principal, interest, and redemption requirements on the Taxable Refunded Bonds, (2) the cash deposit of \$170,979,206.00 (consisting of the net proceeds of the 2021 Series 1 Bonds), will be sufficient to pay, when due, the principal, interest, and redemption requirements on the Tax-Exempt Refunded Bonds, (3) the computation of yield on the escrow investments purchased to refund the Taxable Refunded Bonds, and (4) the yield on the 2021 Series 1 Bonds.

Our examination was made in accordance with standards established by the American Institute of Certified Public Accountants and, accordingly, included such procedures as we considered necessary under the circumstances. The scope of our engagement included, among other things, a verification of the mathematical accuracy of the computations contained in the schedules provided by the Underwriter. The schedules produced by us in our verification of the mathematical accuracy of the computations are included in this report. In these schedules, the delivery date for the 2020 Series 3 Bonds is assumed to be July 15, 2020 and the delivery date for the 2021 Series 1 Bonds is assumed to be February 2, 2021.

Acacia Financial Group, Inc., on behalf of the State, provided us with the final subscription forms for the United States Treasury Securities - State and Local Government Series to be issued by the Department of the Treasury, Bureau of the Fiscal Service (the "SLGS") purchased to refund the Taxable Refunded Bonds. We reviewed the Official Statements for the Refunded Bonds and the Official Statement for the Bonds.

We found that that 1) the SLGS interest rates shown in the schedules provided to us by the Underwriter do not exceed the maximum rate available for June 24, 2020, and 2) the information contained in the schedules provided to us by the Underwriter was in agreement with the information set forth in the above-mentioned documents.

The term "yield" as used herein means that rate which, when used in computing the present value of all expected payments of principal of, and interest on, an obligation, computed on a 30/360-day year basis and using semi-annual compounding, produces an amount equal to, in the case of the escrow yield calculation, the total purchase price of the escrow investments purchased to refund the Taxable Refunded Bonds and in the case of the bond yield calculation, the initial issue price to the public of the 2021 Series 1 Bonds.

In our opinion, the computations contained in the schedules provided are mathematically correct.

The schedules verifying the mathematical accuracy of the computations reflect that:

- the anticipated receipts from the escrow investments and a cash deposit of \$1.00 will be sufficient to pay, when due, the principal, interest, and redemption requirements on the Taxable Refunded Bonds,

**SAMUEL KLEIN AND COMPANY**  
CERTIFIED PUBLIC ACCOUNTANTS

- the cash deposit of \$170,979,206.00 will be sufficient to pay, when due, the principal, interest, and redemption requirements on the Tax-Exempt Refunded Bonds,
- the yield on the escrow investments purchased to refund the Taxable Refunded Bonds is 0.1594829%, and
- based upon the procedures and information set forth above, the computations provided to us and represented in Schedule G which indicate that the yield on the 2021 Series 1 Bonds, assuming that the 2021 Series 1 Bonds scheduled to mature on May 1, 2031 are redeemed at a price of 100% of par on May 1, 2030, is 1.1196059%, are correct. It is our opinion that computing the yield on the 2021 Series 1 Bonds by treating the 2021 Series 1 Bonds scheduled to mature on May 1, 2031 as redeemed at a price of 100% of par on May 1, 2030 results in the lowest mathematical yield on such maturity of the 2021 Series 1 Bonds.

We express no opinion as to the appropriateness of the methodologies used in preparing such schedules or the actual existence or the attributes of the Refunded Bonds extracted from historical data. It should be understood that we make no representations as to questions of legal interpretation, and accordingly we express no opinion with regard to any determination that the Refunded Bonds remain in compliance with applicable statutes, regulations, administrative interpretations, and court decisions. The terms of our engagement are such that we have no obligation to update this report because of events occurring, or data or information coming to our attention, subsequent to the date of this report.

We consent to the reference to and description of this report in the final Official Statement dated June 24, 2020.



SAMUEL KLEIN AND COMPANY  
CERTIFIED PUBLIC ACCOUNTANTS

July 15, 2020

**LIST OF SCHEDULES**

<b>SCHEDULE A</b>	<b>SUMMARY OF REFUNDED BONDS</b> Taxable Refunded Bonds Tax-Exempt Refunded Bonds
<b>SCHEDULE B</b>	<b>ESCROW REQUIREMENTS</b> Refunded 2011-1 Bonds Refunded 2012A Bonds Refunded 2012B Bonds Refunded 2016C Bonds Refunded 2017-2 Bonds Taxable Refunded Bonds  TE Refunded 2010D Bonds TE Refunded 2011-1 Bonds TE Refunded 2012A Bonds TE Refunded 2012B Bonds Tax-Exempt Refunded Bonds
<b>SCHEDULE C</b>	<b>COST OF INVESTMENTS</b> Taxable Refunded Bonds
<b>SCHEDULE D</b>	<b>CASH FLOW FROM INVESTMENTS AND ESCROW SUFFICIENCY</b> Taxable Refunded Bonds Tax-Exempt Refunded Bonds
<b>SCHEDULE E</b>	<b>ESCROW YIELD</b> Taxable Refunded Bonds
<b>SCHEDULE F</b>	<b>BOND PRICING</b> 2021 Series 1 Bonds
<b>SCHEDULE G</b>	<b>BOND DEBT SERVICE AND YIELD</b> 2021 Series 1 Bonds

**SCHEDULE A1**

**SUMMARY OF REFUNDED BONDS**

**Taxable Refunded Bonds**

	Maturity/ Sinking Fund Date	Principal Amount	Interest Rate	Call Date	Call Price
<b>Refunded 2011-1 Bonds</b>					
Serial Bonds	05/01/2022	\$27,985,000.00	5.000%	05/01/2021	100.000
		<u>\$27,985,000.00</u>			
<b>Refunded 2012A Bonds</b>					
Serial Bonds	05/01/2034	\$3,520,000.00	3.500%	05/01/2021	100.000
	05/01/2035	3,700,000.00	3.500%	05/01/2021	100.000
	05/01/2036	3,885,000.00 S1	3.750%	05/01/2021	100.000
Term Bonds due	05/01/2037	4,075,000.00 S1	3.750%	05/01/2021	100.000
	05/01/2038	4,265,000.00 S2	4.000%	05/01/2021	100.000
	05/01/2039	4,480,000.00 S2	4.000%	05/01/2021	100.000
	05/01/2040	4,705,000.00 S2	4.000%	05/01/2021	100.000
	05/01/2041	4,940,000.00 S2	4.000%	05/01/2021	100.000
Term Bonds due	05/01/2042	5,190,000.00 S2	4.000%	05/01/2021	100.000
		<u>\$38,760,000.00</u>			
<b>Refunded 2012B Bonds</b>					
Serial Bonds	05/01/2032	\$25,775,000.00	3.100%	05/01/2021	100.000
	05/01/2033	55,295,000.00	3.000%	05/01/2021	100.000
		<u>\$81,070,000.00</u>			
<b>Refunded 2016C Bonds</b>					
Serial Bonds	05/01/2021	\$1,050,000.00	1.350%		
		<u>\$1,050,000.00</u>			
<b>Refunded 2017-2 Bonds</b>					
Serial Bonds	11/01/2020	\$8,670,000.00	5.000%		
		<u>\$8,670,000.00</u>			
<b>Total</b>		<b>\$157,535,000.00</b>			

S: Sinking Fund maturity amounts.

**SCHEDULE A2**

**SUMMARY OF REFUNDED BONDS**

**Tax-Exempt Refunded Bonds**

	Maturity Date	Principal Amount	Interest Rate	Call Date	Call Price
TE Refunded 2010D Bonds					
Serial Bonds	05/01/2022	\$3,510,000.00	p 3.800%	05/01/2021	100.000
	05/01/2023	1,945,000.00	p 4.000%	05/01/2021	100.000
	05/01/2024	1,995,000.00	p 4.200%	05/01/2021	100.000
	05/01/2025	2,060,000.00	p 4.400%	05/01/2021	100.000
		<u>\$9,510,000.00</u>			
TE Refunded 2011-1 Bonds					
Serial Bonds	05/01/2021	\$13,500,000.00	p 5.000%		
		<u>\$13,500,000.00</u>			
TE Refunded 2012A Bonds					
Serial Bonds	05/01/2027	\$15,130,000.00	3.000%	05/01/2021	100.000
		<u>\$15,130,000.00</u>			
TE Refunded 2012B Bonds					
Serial Bonds	05/01/2026	\$18,965,000.00	3.000%	05/01/2021	100.000
	05/01/2027	19,985,000.00	3.000%	05/01/2021	100.000
	05/01/2028	21,060,000.00	3.000%	05/01/2021	100.000
	05/01/2029	22,195,000.00	3.000%	05/01/2021	100.000
	05/01/2030	23,380,000.00	3.000%	05/01/2021	100.000
	05/01/2031	24,545,000.00	3.000%	05/01/2021	100.000
		<u>\$130,130,000.00</u>			
	<b>Total</b>	<b>\$168,270,000.00</b>			

p: Partially refunded maturities.

**SCHEDULE B1**

**ESCROW REQUIREMENTS**

**Refunded 2011-1 Bonds**

Date	Interest	Redeemed Principal	Total Requirements
11/01/2020	\$699,625.00		\$699,625.00
05/01/2021	699,625.00	\$27,985,000.00	28,684,625.00
Totals	\$1,399,250.00	\$27,985,000.00	\$29,384,250.00

Refunded Bonds Maturity Date	Refunded Bonds Par Amount	Refunded Bonds Interest Rate	Semi-Annual Interest
05/01/2022	\$27,985,000.00	5.000%	\$699,625.00
Totals	\$27,985,000.00		\$699,625.00



**SCHEDULE B2**

**ESCROW REQUIREMENTS**

**Refunded 2012A Bonds**

Date	Interest	Redeemed Principal	Total Requirements
11/01/2020	\$747,200.00		\$747,200.00
05/01/2021	747,200.00	\$38,760,000.00	39,507,200.00
Totals	\$1,494,400.00	\$38,760,000.00	\$40,254,400.00

Refunded Bonds Maturity Date	Refunded Bonds Par Amount	Refunded Bonds Interest Rate	Semi-Annual Interest
05/01/2034	\$3,520,000.00	3.500%	\$61,600.00
05/01/2035	3,700,000.00	3.500%	64,750.00
05/01/2036	3,885,000.00	3.750%	72,843.75
05/01/2037	4,075,000.00	3.750%	76,406.25
05/01/2038	4,265,000.00	4.000%	85,300.00
05/01/2039	4,480,000.00	4.000%	89,600.00
05/01/2040	4,705,000.00	4.000%	94,100.00
05/01/2041	4,940,000.00	4.000%	98,800.00
05/01/2042	5,190,000.00	4.000%	103,800.00
Totals	\$38,760,000.00		\$747,200.00

**SCHEDULE B3**

**ESCROW REQUIREMENTS**

**Refunded 2012B Bonds**

Date	Interest	Redeemed Principal	Total Requirements
11/01/2020	\$1,228,937.50		\$1,228,937.50
05/01/2021	1,228,937.50	\$81,070,000.00	82,298,937.50
Totals	\$2,457,875.00	\$81,070,000.00	\$83,527,875.00

Refunded Bonds Maturity Date	Refunded Bonds Par Amount	Refunded Bonds Interest Rate	Semi-Annual Interest
05/01/2032	\$25,775,000.00	3.100%	\$399,512.50
05/01/2033	55,295,000.00	3.000%	829,425.00
Totals	\$81,070,000.00		\$1,228,937.50

**SCHEDULE B4**

**ESCROW REQUIREMENTS**

**Refunded 2016C Bonds**

Date	Principal	Interest	Total Requirements
11/01/2020		\$7,087.50	\$7,087.50
05/01/2021	\$1,050,000.00	7,087.50	1,057,087.50
Totals	\$1,050,000.00	\$14,175.00	\$1,064,175.00

Refunded Bonds Maturity Date	Par Amount	Refunded Bonds Interest Rate	Semi-Annual Interest
05/01/2021	\$1,050,000.00	1.350%	\$7,087.50
Totals	\$1,050,000.00		\$7,087.50

**SCHEDULE B5**

**ESCROW REQUIREMENTS**

**Refunded 2017-2 Bonds**

Date	Principal	Interest	Total Requirements
11/01/2020	\$8,670,000.00	\$216,750.00	\$8,886,750.00
Totals	\$8,670,000.00	\$216,750.00	\$8,886,750.00

Refunded Bonds Maturity Date	Refunded Bonds Par Amount	Refunded Bonds Interest Rate	Semi-Annual Interest
11/01/2020	\$8,670,000.00	5.000%	\$216,750.00
Totals	\$8,670,000.00		\$216,750.00

**SCHEDULE B6**

**ESCROW REQUIREMENTS**

**Taxable Refunded Bonds**

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Redeemed Principal</u>	<u>Total Requirements</u>
11/01/2020	\$8,670,000.00	\$2,899,600.00		\$11,569,600.00
05/01/2021	1,050,000.00	2,682,850.00	\$147,815,000.00	151,547,850.00
Totals	\$9,720,000.00	\$5,582,450.00	\$147,815,000.00	\$163,117,450.00

**SCHEDULE B7**

**ESCROW REQUIREMENTS**

**TE Refunded 2010DBonds**

<u>Date</u>	<u>Interest</u>	<u>Redeemed Principal</u>	<u>Total Requirements</u>
05/01/2021	\$192,805.00	\$9,510,000.00	\$9,702,805.00
Totals	\$192,805.00	\$9,510,000.00	\$9,702,805.00

<u>Refunded Bonds Maturity Date</u>	<u>Refunded Bonds Par Amount</u>	<u>Refunded Bonds Interest Rate</u>	<u>Semi-Annual Interest</u>
05/01/2022	\$3,510,000.00	3.800%	\$66,690.00
05/01/2023	1,945,000.00	4.000%	38,900.00
05/01/2024	1,995,000.00	4.200%	41,895.00
05/01/2025	2,060,000.00	4.400%	45,320.00
Totals	\$9,510,000.00		\$192,805.00

**SCHEDULE B8**

**ESCROW REQUIREMENTS**

**TE Refunded 2011-1 Bonds**

Date	Principal	Interest	Total Requirements
05/01/2021	\$13,500,000.00	\$337,500.00	\$13,837,500.00
Totals	\$13,500,000.00	\$337,500.00	\$13,837,500.00

Refunded Bonds Maturity Date	Refunded Bonds Par Amount	Refunded Bonds Interest Rate	Semi-Annual Interest
05/01/2021	\$13,500,000.00	5.000%	\$337,500.00
Totals	\$13,500,000.00		\$337,500.00

**SCHEDULE B9**

**ESCROW REQUIREMENTS**

**TE Refunded 2012A Bonds**

Date	Interest	Redeemed Principal	Total Requirements
05/01/2021	\$226,950.00	\$15,130,000.00	\$15,356,950.00
Totals	\$226,950.00	\$15,130,000.00	\$15,356,950.00

Refunded Bonds Maturity Date	Refunded Bonds Par Amount	Refunded Bonds Interest Rate	Semi-Annual Interest
05/01/2027	\$15,130,000.00	3.000%	\$226,950.00
Totals	\$15,130,000.00		\$226,950.00



**SCHEDULE B10**

**ESCROW REQUIREMENTS**

**TE Refunded 2012B Bonds**

Date	Interest	Redeemed Principal	Total Requirements
05/01/2021	\$1,951,950.00	\$130,130,000.00	\$132,081,950.00
Totals	\$1,951,950.00	\$130,130,000.00	\$132,081,950.00

Refunded Bonds Maturity Date	Refunded Bonds Par Amount	Refunded Bonds Interest Rate	Semi-Annual Interest
05/01/2026	\$18,965,000.00	3.000%	\$284,475.00
05/01/2027	19,985,000.00	3.000%	299,775.00
05/01/2028	21,060,000.00	3.000%	315,900.00
05/01/2029	22,195,000.00	3.000%	332,925.00
05/01/2030	23,380,000.00	3.000%	350,700.00
05/01/2031	24,545,000.00	3.000%	368,175.00
Totals	\$130,130,000.00		\$1,951,950.00

**SCHEDULE B11**

**ESCROW REQUIREMENTS**

**Tax-Exempt Refunded Bonds**

Date	Principal	Interest	Redeemed Principal	Total Requirements
05/01/2021	\$13,500,000.00	\$2,709,205.00	\$154,770,000.00	\$170,979,205.00
Totals	\$13,500,000.00	\$2,709,205.00	\$154,770,000.00	\$170,979,205.00

**SCHEDULE C**

**COST OF INVESTMENTS**

**Taxable Refunded Bonds**

<u>Maturity Date</u>	<u>Type of Investment</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Total Cost</u>
11/01/2020	SLGS	\$11,564,765.00	0.140%	100.0000	\$11,564,765.00
05/01/2021	SLGS	151,355,442.00	0.160%	100.0000	151,355,442.00
Totals		\$162,920,207.00			\$162,920,207.00

<u>Calculation of Total Escrow Cost</u>	
Cost of Investments	\$162,920,207.00
Cash Deposit	1.00
Total Escrow Cost	\$162,920,208.00

**SCHEDULE D**

**CASH FLOW FROM INVESTMENTS AND ESCROW YIELD**

**Taxable Refunded Bonds**

Date	Principal	Interest Rate	Interest	Total Escrow Receipts	Present Value to 07/15/2020 @ 0.1594829%
11/01/2020	\$11,564,765.00	0.1400%	\$4,835.02	\$11,569,600.02	\$11,564,170.51
05/01/2021	151,355,442.00	0.1600%	192,408.01	151,547,850.01	151,356,036.49
Totals	\$162,920,207.00		\$197,243.03	\$163,117,450.03	\$162,920,207.00

Calculation of Escrow Yield Target Price

<u>Cost of Investments</u>	<u>\$162,920,207.00</u>
Escrow Yield Target Price	\$162,920,207.00

**SCHEDULE E1**

**ESCROW SUFFICIENCY**

**Taxable Refundede Bonds**

<u>Date</u>	<u>Total Escrow Receipts</u>	<u>Total Escrow Requirements</u>	<u>Ending Balance</u>
07/15/2020			\$1.00
11/01/2020	\$11,569,600.02	\$11,569,600.00	1.02
05/01/2021	151,547,850.01	151,547,850.00	1.03
Totals	\$163,117,450.03	\$163,117,450.00	

**SCHEDULE E2**

**ESCROW SUFFICIENCY**

**Tax-Exempt Refunded Bonds**

<u>Date</u>	<u>Total Escrow Receipts</u>	<u>Total Escrow Requirements</u>	<u>Ending Balance</u>
02/02/2021	\$170,979,206.00 *		\$170,979,206.00
05/01/2021		\$170,979,205.00	1.00
Totals	\$170,979,206.00	\$170,979,205.00	

\* Cash deposit.

**SCHEDULE F**

**BOND PRICING**

**2021 Series 1 Bonds**

<u>Maturity Date</u>	<u>Par Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Pricing Call Date</u>	<u>Pricing Call Price</u>	<u>Price</u>	<u>Gross Reoffering</u>
05/01/2026	\$16,135,000.00	5.000%	0.840%			121.309	\$19,573,207.15
05/01/2027	32,525,000.00	5.000%	0.960%			124.438	40,473,459.50
05/01/2028	19,040,000.00	5.000%	1.060%			127.413	24,259,435.20
05/01/2029	20,495,000.00	5.000%	1.140%			130.299	26,704,780.05
05/01/2030	22,040,000.00	5.000%	1.220%			132.958	29,303,943.20
05/01/2031	23,605,000.00	5.000%	1.300%	05/01/2030	100.000	132.137	31,190,938.85
Totals	\$133,840,000.00						\$171,505,763.95

<u>Calculation of Gross Reoffering</u>	
Par Amount	\$133,840,000.00
Reoffering Premium	37,665,763.95
Gross Reoffering	\$171,505,763.95

**SCHEDULE G**

**BOND DEBT SERVICE AND YIELD**

**2021 Series 1 Bonds**

Date	Principal	Interest Rate	Interest	Bond Yield Principal Adjustments	Bond Yield Interest Adjustments	Total Bond Yield Cash Flow	Present Value to 02/02/2021 @ 1.1196059%
11/01/2021			\$5,000,411.11			\$5,000,411.11	\$4,958,868.14
05/01/2022			3,346,000.00			3,346,000.00	3,299,729.74
11/01/2022			3,346,000.00			3,346,000.00	3,281,360.59
05/01/2023			3,346,000.00			3,346,000.00	3,263,093.69
11/01/2023			3,346,000.00			3,346,000.00	3,244,928.49
05/01/2024			3,346,000.00			3,346,000.00	3,226,864.41
11/01/2024			3,346,000.00			3,346,000.00	3,208,900.88
05/01/2025			3,346,000.00			3,346,000.00	3,191,037.36
11/01/2025			3,346,000.00			3,346,000.00	3,173,273.28
05/01/2026	\$16,135,000.00	5.000%	3,346,000.00			19,481,000.00	18,372,504.88
11/01/2026			2,942,625.00			2,942,625.00	2,759,736.59
05/01/2027	32,525,000.00	5.000%	2,942,625.00			35,467,625.00	33,078,088.56
11/01/2027			2,129,500.00			2,129,500.00	1,974,974.66
05/01/2028	19,040,000.00	5.000%	2,129,500.00			21,169,500.00	19,524,057.17
11/01/2028			1,653,500.00			1,653,500.00	1,516,488.97
05/01/2029	20,495,000.00	5.000%	1,653,500.00			22,148,500.00	20,200,167.09
11/01/2029			1,141,125.00			1,141,125.00	1,034,950.19
05/01/2030	22,040,000.00	5.000%	1,141,125.00	\$23,605,000.00		46,786,125.00	42,196,739.25
11/01/2030			590,125.00		(\$590,125.00)	0.00	0.00
05/01/2031	23,605,000.00	5.000%	590,125.00	(23,605,000.00)	(590,125.00)	0.00	0.00
<b>Totals</b>	<b>\$133,840,000.00</b>		<b>\$52,028,161.11</b>	<b>\$0.00</b>	<b>(\$1,180,250.00)</b>	<b>\$184,687,911.11</b>	<b>171,505,763.95</b>

Calculation of Bond Yield Target Price

Par Amount	\$133,840,000.00
Reoffering Premium	37,665,763.95
<b>Bond Yield Target Price</b>	<b>\$171,505,763.95</b>