

RESOLUTION NO. 19 - 04

**RESOLUTION OF THE NEW JERSEY INFRASTRUCTURE BANK
APPROVING THE I-BANK'S AMENDED AND RESTATED SECONDARY MARKET DISCLOSURE COMPLIANCE
POLICY**

WHEREAS, the New Jersey Infrastructure Bank ("I-Bank") has the authority to enact and amend policies and procedures pursuant to Section IX of its By-Laws; and

WHEREAS, on November 13, 2014, the Board of Directors of the I-Bank (the "Board"), adopted Resolution No. 14-59 that certain "Resolution Adopting Trust Policy and Procedure No. 1.24 "Secondary Market Disclosure Compliance Policy," to ensure consistent compliance with its secondary market disclosure requirements related to I-Bank bond issues ("Secondary Market Disclosure Policy"); and

WHEREAS, the Secondary Market Disclosure Policy sets forth requirements and procedures for, among other things, the I-Bank's compliance with U.S. Securities and Exchange Commission ("SEC") Rule 15c2-12 ("Rule"); and

WHEREAS, effective February 27, 2019, the SEC amended the Rule to add two new event-reporting requirements requiring issuers and other obligated persons to post new notices in a timely manner to the municipal market through the Electronic Municipal Market Access ("EMMA") website; and

WHEREAS, the standard form of Continuing Disclosure Agreement ("CDA") entered at the time of bond issuance that is attached as Exhibit 1 to the Secondary Market Disclosure Policy has been updated since the policy was adopted in November of 2014; and

WHEREAS, the name of the New Jersey Environmental Infrastructure Trust was changed to the New Jersey Infrastructure Bank in January 2018; and

WHEREAS, it is the desire of the Board to amend and restate the Secondary Market Disclosure Policy, in the form attached hereto as Exhibit A, and made a part hereof, to incorporate the two new material events required by the new Rule amendments of the SEC, update the Continuing Disclosure Agreement form attached as Exhibit 1 and to reflect the change in name of the I-Bank.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the I-Bank, that the Board hereby authorizes and approves (i) the amendment of the I-Bank of Policy and Procedure No. 1.24 "Secondary Market Disclosure Compliance Policy", in the form attached hereto as Exhibit A and made a part hereof, and (ii) the implementation by the I-Bank of such Amended Secondary Market Disclosure Compliance Policy pursuant to the terms thereof.

Adopted Date: January 17, 2019

Motion Made By: Mr. Robert Long

Motion Seconded By: Mr. Robert Briant

Ayes: 6

Nays: 0

Abstentions: 0

EXHIBIT A

NEW JERSEY INFRASTRUCTURE BANK

POLICY AND PROCEDURE

NO. 1.24 “**Secondary Market Disclosure Compliance Policies**”

SUBJECT: Continuing Disclosure Requirements

POLICY: Compliance with Rule 15c2-12 for all outstanding and new bond issues

DATE: Adopted: November 13, 2014
Revised: February 4, 2019

I. Background

The U.S. Securities and Exchange Commission (SEC) Rule 15c2-12 (Rule) generally prohibits a broker, dealer or municipal securities dealer from purchasing or selling municipal securities unless they have reasonably determined that the issuer (or an obligated person) has undertaken in a written agreement at the time of issuance to provide certain annual financial information, operating data and notices of the occurrence of certain events and the underwriter has obtained and reviewed the official statement relating to the security. Consequently, as a governmental entity issuing municipal bonds, the New Jersey Infrastructure Bank (I-Bank), for the benefit of the underwriters, must:

A. New Bond Issuance

- Enter into a continuing disclosure agreement (CDA) promising to provide certain annual financial information and material event notices to the public within specified deadlines.
- At the time of issuance of any new I-Bank bond, disclose in the Official Statement (see definitions in Appendix A) of the new bond issue any instances of non-compliance with CDAs in the past 5 years.

B. Outstanding Bond Issues

- Electronically post all filings in compliance with the CDA requirements and timeframes on the Electronic Municipal Market Access (EMMA) portal.

The Chief Financial Officer of the I-Bank (the “CFO”) possesses primary responsibility to ensure that the I-Bank complies, on time and in full, with its contractual obligations as set forth in its CDAs, executed in connection with each series of I-Bank Bonds. The standard form of the CDA is attached as Exhibit 1.

Federal securities laws prohibit the making of any untrue statement of a material fact or omitting any material fact necessary in order to make disclosure statements not misleading. The CFO possesses the primary responsibility to ensure that the I-Bank carefully reviews the information provided in response to its continuing disclosure obligations to ensure that all information provided is true, accurate, complete and not misleading. See the following procedures for an accounting of the individual responsibilities.

II. Compliance Procedures

A. New Bond Issuance

REQUIREMENT	DUE DATE	FORM	ADMINISTRATOR	RESPONSIBLE PARTY
<p>Indenture of Trust</p> <p>A written agreement pursuant to which the New Bonds are issued, Section 6.05 of which sets forth the methods of compliance by the I-Bank with the Rule as it relates to such New Bond issue.</p>	Adoption of resolution approving the form of the Indenture of Trust	Secondary market disclosure Section of the Indenture of Trust (Section 6.05 thereof)	Bond Counsel	CFO
<p>Continuing Disclosure Agreement</p> <p>A written agreement to provide certain annual financial information, operating data and notices of the occurrence of certain events</p>	Dissemination of any Official Statement	Secondary market disclosure Section of OS	Bond Counsel	CFO
<p>5 Year Compliance with CDA</p> <p>Accurate description of all instances during the past five (5) years of the I-Bank's failure to comply with its CDA obligations</p>	Dissemination of any Official Statement	Secondary market disclosure Section of OS	Bond Counsel	CFO

PROCEDURES

BOND COUNSEL:

- i. Prepare the Indenture of Trust and the Official Statement in coordination with I-Bank senior staff and Financial Advisor, with review and sign-off by each of the Executive Director and the CFO;
- ii. Forward the secondary market disclosure section of each of the Indenture of Trust and the Official Statement to Compliance Staff;
- iii. Electronically file the Official Statement on EMMA; and
- iv. Forward evidence of successful EMMA filing to Compliance Staff and CFO;

COMPLIANCE STAFF:

- i. Monitor any continuing market disclosure requirement changes and make recommendations for Policy changes to senior staff; and
- ii. Upon receipt from Bond Counsel enter evidence of successful EMMA filing in the continuing market disclosure status sheet and upload a copy into the Continuing Disclosure Folder

CFO:

- i. Review the content of the Indentures of Trust and the Official Statements, as well as other disclosure documents, regarding compliance requirements and any instance of non-compliance over the previous 5-year period to ensure accurate disclosure;

EXECUTIVE DIRECTOR:

- i. Ensure that the I-Bank is in full and timely compliance with its contractual obligations pursuant to the CDAs

III.

B. Outstanding Bond Issues, CDA – Annual Filing:

REQUIREMENT	DUE DATE	FORM	ADMINISTRATOR	RESPONSIBLE PARTY
<p>Operating Data-</p> <p>An update of table included as Appendix D to each of the I-Bank Bonds official statements as of the most recent fiscal year end.</p>	<p>EMMA- Feb 10th (225 days following the end of the Fiscal Year)</p> <p>Trustee- Jan 26th (210 days following the end of the Fiscal Year)</p>	<p>I-Bank’s Audited Financial Statements</p>	<p>Accounting Staff</p>	<p>CFO</p>
<p>Audited Financial Statements-</p> <p>Audited financial statements for the most recent fiscal year, if and when available, relating to the I-Bank Bonds and the Master Program Trust Account.</p>	<p>EMMA-Feb 10th (225 days following the end of the Fiscal Year)</p>	<p>I-Bank’s Audited Financial Statements</p>	<p>Accounting Staff</p>	<p>CFO</p>

PROCEDURES

ACCOUNTING STAFF:

- i. Complete the audited financial statements, including, without limitation, notes which satisfy the operating data reporting requirement of the Annual Report prior to due date thereof;
- ii. Reconcile with the I-Bank’s Financial Advisor regarding operating data as related to Bonds Payable and Loans Receivable prior to due date;
- iii. Submit the I-Bank’s Annual Report (i) to EMMA, no later than two hundred twenty-five (225) days after the end of each fiscal year, (ii) with a copy to the Trustee and the Dissemination Agent (if the I-Bank has appointed or engaged a Dissemination Agent) no later than two-hundred and ten (210) days after the end of each fiscal year;
- iv. Print a confirmation of the posting and Trustee notification and upload it in the Continuing Disclosure Folder under the weekly file with a copy sent to the CFO and Compliance Staff
- v. Notify Senior Staff and Compliance Staff in writing of any implementation issues.

COMPLIANCE STAFF:

- i. Upon receipt from Accounting Staff, enter evidence of successful EMMA filing in the continuing market disclosure status sheet; and
- ii. Upload the audited financial statements and bond payment information in the Continuing Disclosure Folder under the weekly file on a daily basis, as needed;

CFO:

- i. Sign off on the content, with the advice of the Executive Director, of all notifications to insure satisfactory fulfillment of the disclosure requirements;

EXECUTIVE DIRECTOR:

- i. Ensure that the I-Bank is in full and timely compliance with its contractual obligations pursuant to the CDAs.

C. Outstanding Bond Issues, CDA – Event Notices:

REQUIREMENT	DUE DATE	FORM	ADMINISTRATOR	RESPONSIBLE PARTY
<p>Notice of Specified Events-</p> <ol style="list-style-type: none"> 1. Principal and interest payment delinquencies; 2. Non-payment-related defaults, if material; 3. Unscheduled draws on debt service reserves reflecting financial difficulties; 4. Unscheduled draws on credit enhancements reflecting financial difficulties; 5. Substitution of credit or liquidity providers or their failure to perform; 6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue or other material notices or determinations with respect to the tax status of the bonds or other material events affecting the tax-exempt status of the bonds; 7. Modifications to rights of bondholders, if material; 8. Bond Calls (other than regularly scheduled mandatory sinking fund redemptions for which notice of redemption has been given to the Bondholders as required pursuant to the 	<p>EMMA and Trustee- Simultaneously within 10 business days of occurrence</p>	<p>Varies depending upon the event</p>	<p>Compliance Staff</p>	<p>CFO</p>

<p>provisions of the applicable Bond Resolution or Indenture of Trust), if material, and tender offers;</p> <p>9. Defeasances;</p> <p>10. Release, substitution, or sale of property securing repayment of the bonds, if material;</p> <p>11. Rating changes;</p> <p>12. Bankruptcy, insolvency, receivership or similar event of the any Obligated Person (as defined in each CDA);</p> <p>13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;</p> <p>14. Appointment of a successor to the applicable Trustee or the Master Program Trustee, appointment of an additional Trustee or Master Program Trustee, or the change of name of the applicable Trustee or the Master Program Trustee, if material;</p> <p>15. The incurrance of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and</p> <p>16. A default, event of acceleration, termination event, modification of terms, or other similar events</p>				
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under the terms of a financial obligation of the issuer or the obligated person, any of which reflect financial difficulties.				
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PROCEDURES

ACCOUNTING STAFF:

- i. Obtain documentation on each scheduled principal and interest payment date demonstrating that payments were made on time and in full to the holders of each series of I-Bank Bonds;
- ii. Submit the I-Bank's Notices to EMMA, and the Trustee, no later than ten (10) days after the event occurrence at the direction of the Compliance Staff;
- iii. Print a confirmation of the posting and Trustee notification and forward to the CFO and Compliance Staff; and
- iv. Notify Senior Staff and Compliance Staff in writing of any implementation issues.

COMPLIANCE STAFF:

- i. Monitor the Senior Staff, Bond Counsel and Financial Advisor as to the occurrence of events listed in items (2) through (16) above;
- ii. Obtain the necessary backup documentation for any occurrences of events listed in items (2) through (16) above, and upload such backup documentation in the Continuing Disclosure Folder under the weekly file;
- iii. Review bond payment documentation provided by Accounting Staff for completeness and assess filing requirements;
- iv. Maintain a list of Obligated Persons with the advice of Bond Counsel;
- v. After obtaining actual knowledge of the occurrence of any event that the Compliance Staff believes may constitute an event requiring disclosure, the Compliance Staff will contact senior staff and Bond Counsel to determine if notice of the event is required to be submitted to EMMA under the CDAs. If the Executive Director determines that notice should be provided to EMMA, the Compliance Staff will
 - a. work with Bond Counsel and jointly draft the notifications to be posted on EMMA and sent to the Trustee and
 - b. cause the appropriate notice to be filed with EMMA within 10 business days after the occurrence of the event or as otherwise directed by Bond Counsel;
- vi. Direct the responsible Accounting Staff as to content, timing and appropriate location for (i) filing the information on EMMA and (ii) sending information to the Trustee; and
- vii. Upload the confirmation and the Notice of Events in the Continuing Disclosure Folder under the weekly file on a daily basis, as needed.

CFO:

- i. Sign off on the content, with the advice of the Executive Director, of all notifications to insure satisfactory fulfillment of the disclosure requirements.

EXECUTIVE DIRECTOR:

- i. Ensure that the I-Bank is in full and timely compliance with its contractual obligations pursuant to the CDAs.

D. Outstanding Bond Issues, CDA – Termination Notice:

REQUIREMENT	DUE DATE	FORM	RESPONSIBLE PARTY	OVERSIGHT PARTY
<p>Termination Notice</p> <p>Upon bond maturity, the I-Bank must notify the Trustee and EMMA</p>	<p>EMMA and Trustee- Simultaneously within 10 business days of occurrence</p>	<p>Termination Notice</p>	<p>Bond Counsel</p>	<p>CFO</p>

PROCEDURES

BOND COUNSEL:

- i. Prepare the filing re any Notice of Termination with EMMA;
- ii. Forward the Notice of Termination to the Accounting Staff.

ACCOUNTING STAFF:

- i. Notify Bond Counsel of each bond maturity;
- ii. Submit the I-Bank’s Notices to EMMA, and the Trustee, no later than ten (10) days after the event occurrence at the direction of the compliance staff;
- iii. Print a confirmation of the posting and Trustee notification and forward to CFO and Compliance Staff;
- iv. Notify Senior Staff and Compliance Staff in writing of any implementation issues.

COMPLIANCE STAFF:

- i. Upon receipt from the Accounting Staff, enter evidence of successful EMMA filing in the continuing market disclosure status sheet and upload a copy into the Continuing Disclosure Folder.

CFO:

- i. Sign off on the content, with the advice of the Executive Director, of all notifications to insure satisfactory fulfillment of the disclosure requirements.

EXECUTIVE DIRECTOR:

- i. Ensure that the I-Bank is in full and timely compliance with its contractual obligations pursuant to the CDAs.

General On-Going

PROCEDURES

BOND COUNSEL:

- i. Monitor amendments to Rule 15c2-12 and make recommendation as to any amendment to this Policy to the extent necessary or desirable.

COMPLIANCE STAFF:

- i. Monitor amendments to Rule 15c2-12 and make recommendation as to any amendment to this Policy to the extent necessary or desirable; and
- ii. Establish a calendar system to make note of filing deadlines relating to the continuing disclosure requirements, the periodic review of the occurrence of any events set forth in the Notice of Events Section, and the various tasks set forth herein.

BOARD OF DIRECTORS:

- i. The Audit Committee of the Board of Directors of the I-Bank, with the assistance of the Executive Director and the CFO, and in consultation with Bond Counsel, shall review this Policy and these procedures at its annual organization meeting, and shall recommend to the full Board of Directors of the I-Bank revisions or updates as deemed necessary or appropriate.

Appendix A

F. Definitions

“Annual Financial Information” means financial information or operating data, provided at least annually. In its Release No. 34-34961 the SEC indicated that Annual Financial Information is to "mirror" the type of quantitative financial information and operating data contained in the OS. If audited financial statements are prepared, such audited financial statements must also be submitted to EMMA.

“Annual Report” means Operating Data provided at least annually with respect to the I-Bank, substantially in the form of Appendix D of the OS.

“Bonds” means a fixed income security in which an investor loans money to an entity, or in the I-Bank’s case, a project sponsor, which borrows such funds for a defined period of time at a fixed interest rate to finance an eligible project.

“Bondholder” or **“Holder”** or any similar term, when used with reference to the Bonds, means any person who shall be the registered owner of any outstanding Bonds, including holders of beneficial interests in the Bonds.

“Continuing Disclosure Requirements” means the reporting obligations established in Rule 15c2-12 of the Securities and Exchange Act.

“Continuing Disclosure Material Event Report” means a summary of material events relative to the I-Bank’s continued compliance with its continuing disclosure requirements.

“Dissemination Agent” means an entity that distributes information on behalf of the I-Bank, pertinent to any disclosure requirements under Rule 15c2-12, or any entity acting in the capacity as Dissemination Agent or any successor Dissemination Agent designated in writing by the I-Bank that has filed a written acceptance of such designation.

“EMMA” means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“Financial Obligation” means (i) a debt obligation; (ii) a derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of either (i) or (ii).

“Financial Statements” means the audited financial statements for each Fiscal Year, if and when available, relating to the I-Bank.

“Fiscal Year” means the fiscal year of the I-Bank as determined by the I-Bank from time to time pursuant to State law. As of the date of this Agreement, the Fiscal Year of the I-Bank begins on July 1 of each calendar year and closes on June 30 of the immediately succeeding calendar year.

“Issuer” means the New Jersey Infrastructure Bank.

“MSRB” means the Municipal Securities Rulemaking Board.

“Obligated Person” means collectively, (i) the Program and (ii) all Borrowers (and, if applicable, related local government units) determined by the I-Bank to be material "obligated persons" in connection with the issuance of the Bonds, as the term "obligated person" is defined in Rule 15c2-12, which determination has been made pursuant to the objective criteria set forth in the Indenture of Trust. Rule 15c2-12 defines the term obligated person as any person, including an issuer of municipal securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the municipal securities to be sold in the Offering (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

“Official Statement” means a document or set of documents prepared by an issuer of municipal securities or its representatives that is complete as of the date delivered to the Participating Underwriter(s) and that sets forth information concerning the terms of the proposed issue of securities; information, including financial information or operating data, concerning such issuers of municipal securities and those other entities, enterprises, funds, accounts, and other persons material to an evaluation of the Offering and of any instances in the previous five years in which each person specified pursuant to paragraph (b)(5)(ii) failed to comply, in all material respects, with any previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i). Financial information or operating data may be set forth in the document or set of documents or may be included by specific reference to documents available to the public on the Municipal Securities Rulemaking Board's Internet Web site or filed with the Commission.

“Operating Data” means, generally, certain financial and statistical information relating to the Bonds and the Master Program Trust Account, substantially in the form included as Appendix D to the Final Official Statement.

“Prescribed Form” means the manner which as directed by the Municipal Securities Rulemaking Board.

“Repository” means a National or State Depository, if any.

“State Depository” means any public or private repository or entity designated by the State as a state information depository for purposes of Rule 15c2-12. As of the date of this Policy and Procedure, there is no New Jersey State Depository.

“Trustee” means the corporate trustee named in the Indenture of Trust.

Exhibit 1

SUMMARY OF THE I-BANK CONTINUING DISCLOSURE AGREEMENTS

The following are certain excerpts of certain provisions of the I-Bank Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”) by and among the I-Bank, the Trustee and the Master Program Trustee, to be entered into in connection with the issuance of the Series 2019A-1 Bonds. These excerpts are not to be considered a full statement of the terms of the Continuing Disclosure Agreement and, accordingly, are qualified by reference thereto and are subject to the full text thereof. In addition to the terms defined in Section 1.2 below, capitalized terms used in the Continuing Disclosure Agreement shall, unless the context clearly requires otherwise, have the same meanings as such terms are given in the “SUMMARY OF THE SERIES 2019A-1 INDENTURE OF TRUST”. Copies of the executed Continuing Disclosure Agreement may be obtained from the I-Bank or the Trustee upon request. The section references shown at the beginning of each excerpt are to particular sections of the Continuing Disclosure Agreement.

Section 1.2. Additional Definitions. The following additional terms shall have the meanings specified below:

“Annual Report” means Financial Statements and Operating Data provided at least annually with respect to the I-Bank.

“Auditor” means an independent certified public accountant, a registered municipal accountant or such other accountant as shall be permitted or required under State law in accordance with GAAS.

“Bondholder” or **“Holder”** or any similar term, when used with reference to the Bonds, means any person who shall be the registered owner of any outstanding Bonds, including holders of beneficial interests in the Bonds.

“Bond Disclosure Event” means any event described in Section 2.1(c) of this Agreement.

“Bond Disclosure Event Notice” means the notice to each National Repository or the MSRB and the State Depository, if any, as provided in Section 2.4(c) of this Agreement.

“Dissemination Agent” means an entity acting in its capacity as Dissemination Agent under this Agreement or any successor Dissemination Agent designated in writing by the I-Bank that has filed a written acceptance of such designation.

“EMMA” means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

“Financial Obligation” means a (i) a debt obligation; (ii) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

“Financial Statements” means the audited financial statements for each Fiscal Year, if and when available, relating to the Bonds and the Master Program Trust Account. Currently, no audited financial statements are completed with respect to the Bonds or the Master Program Trust Account.

“Fiscal Year” means the fiscal year of the I-Bank as determined by the I-Bank from time to time pursuant to State law. As of the date of this Agreement, the Fiscal Year of the I-Bank begins on July 1 of each calendar year and closes on June 30 of the immediately succeeding calendar year.

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States of America, consistently applied, as modified by governmental accounting standards and mandated State statutory principles applicable to the I-Bank as may be in effect from time to time.

“GAAS” means generally accepted auditing standards as in effect from time to time in the United States of America, consistently applied, as modified by governmental auditing standards and mandated State statutory principles applicable to the I-Bank as may be in effect from time to time.

“MSRB” means the Municipal Securities Rulemaking Board.

“National Repository” means a “nationally recognized municipal securities information repository” within the meaning of Rule 15c2-12. As of the date of this Agreement, the National Repository designated by the SEC in accordance with Rule 15c2-12 is EMMA.

“Obligated Person” means, collectively, (i) the Program and (ii) all Borrowers (and, if applicable, related local government units) determined by the I-Bank to be material "obligated persons" in connection with the issuance of the Bonds, as the term "obligated person" is defined in Rule 15c2-12, which determination has been made pursuant to the objective criteria set forth in the Continuing Disclosure Agreement.

“Operating Data” means, generally, certain financial and statistical information relating to the Bonds and the Master Program Trust Account, substantially in the form included as the “Master Program Trust Agreement Schedule” to the audited financial statements of the I-Bank, attached as Appendix A to the Final Official Statement.

“Repository” means each National Repository and each State Depository, if any.

“State Depository” means any public or private repository or entity designated by the State as a state information depository for purposes of Rule 15c2-12. As of the date of this Agreement, there is no State Depository.

Section 2.1. Continuing Disclosure Covenants of I-Bank. The I-Bank agrees that it will provide or, if the I-Bank has appointed or engaged a Dissemination Agent, shall cause the Dissemination Agent to provide:

(a) Not later than two hundred twenty-five (225) days after the end of each Fiscal Year, commencing with the first Fiscal Year of the I-Bank ending after January 1, 2019 (which will end June 30, 2019), an Annual Report to each Repository.

(b) Not later than fifteen (15) days prior to the date of each Fiscal Year specified in Section 2.1(a) hereof, a copy of the Annual Report, complete to the extent required in Section 2.1(a) hereof, to the Trustee and the Dissemination Agent (if the I-Bank has appointed or engaged a Dissemination Agent).

(c) In a timely manner, not in excess of ten business days after the occurrence of the applicable event, to each National Repository or to the MSRB and the State Depository, if any, notice, in Prescribed Form, of any of the following events with respect to the Bonds (each a "Bond Disclosure Event"), with a copy of such notice to the Trustee (for informational purposes only):

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;

- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to the rights of Bondholders, if material;
- (viii) Bond calls (other than regularly scheduled mandatory sinking fund redemptions for which notice of redemption has been given to the Bondholders as required pursuant to the provisions of the Resolution), if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xiii) Bankruptcy, insolvency, receivership or similar event of any Obligated Person;
- (xiii) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor to the Trustee or the Master Program Trustee, appointment of an additional Trustee or Master Program Trustee, or the change of name of the Trustee or the Master Program Trustee, if material;
- (xv) Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect Bondholders, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

Section 2.2. Reserved.

Section 2.4. Responsibilities and Duties of I-Bank, Dissemination Agent and Trustee. (a) If fifteen (15) days prior to the date specified in Section 2.1(a) hereof the Trustee has not received a copy of the Annual Report, complete to the extent required in Section 2.1(a) hereof, the Trustee shall contact the I-Bank to provide notice of the I-Bank's obligations pursuant to Sections 2.1(a), 2.1(b) and 2.4(d)(ii) hereof.

(b) If the Trustee, by the date specified in Section 2.1(a) hereof, has not received a written report from the I-Bank, as required by Section 2.4(d)(ii) hereof, indicating that an Annual Report, complete to the extent required in Section 2.1(a) hereof, has been provided to the Repositories by the date specified in Section 2.1(a) hereof, the Trustee shall send a notice to each National Repository or to the MSRB and the State Depository, if any, in substantially the form attached hereto as **Exhibit B** together with any standard forms or cover sheets that may be required by the MSRB as of the date thereof, with a copy thereof to the I-Bank.

(c) If the I-Bank has determined that a Bond Disclosure Event has occurred, the I-Bank shall file promptly a notice of such occurrence with each National Repository or with the MSRB and the State Depository, if any (the "Bond Disclosure Event Notice"), in a form determined by the I-Bank together with any standard forms or cover sheets that may

be required by the MSRB as of the date thereof; *provided*, that the Bond Disclosure Event Notice pertaining to the occurrence of a Bond Disclosure Event described in Section 2.1(c)(viii) (Bond calls) or 2.1(c)(ix) (defeasances) need not be given under this Section 2.4(c) any earlier than the time when the notice (if any) of such Bond Disclosure Event shall be given to Holders of affected Bonds as provided in Sections 4.05 and 12.01 of the Resolution, respectively. The obligations of the I-Bank to provide the notices required under this Agreement are in addition to, and not in substitution of, any of the obligations (if any) of the Trustee to provide notices of events of default to Bondholders under Article IX of the Resolution. The I-Bank shall file a copy of each Bond Disclosure Event Notice with the Trustee (for informational purposes only).

(d) The I-Bank shall or, if the I-Bank has appointed or engaged a Dissemination Agent, shall cause the Dissemination Agent to:

(i) determine each year, prior to the date for providing the Annual Report, the name and address of each National Repository and each State Depository, if any; and

(ii) by the date specified in Section 2.1(a) hereof, provide a written report to the Trustee (and, if a Dissemination Agent has been appointed, to the I-Bank), upon which said parties may rely, certifying that the Annual Report, complete to the extent required in Section 2.1(a) hereof, has been provided pursuant to this Agreement, stating the date it was provided and listing all of the Repositories to which it was provided.

Section 3.1. Remedies. (a) The Trustee may, in reliance upon the advice of counsel (and at the request of the Holders of at least twenty-five percent (25%) in aggregate principal amount of the Bonds outstanding, after the provision of indemnity in accordance with Section 10.05 of the Resolution, shall), or any Bondholder may, for the equal benefit and protection of all Bondholders similarly situated, take whatever action at law or in equity against the I-Bank and any of its respective officers, agents and employees necessary or desirable to enforce the specific performance and observance of any obligation, agreement or covenant of the I-Bank under this Agreement, and may compel the I-Bank or any of its respective officers, agents and employees (except for the Dissemination Agent with respect to the obligations, agreements and covenants of the I-Bank) to perform and carry out its duties under this Agreement; *provided*, that no person or entity shall be entitled to recover monetary damages hereunder under any circumstances; and *provided, further*, that any Bondholder, acting for the equal benefit and protection of all Bondholders similarly situated, may pursue specific performance only with respect to the failure to file the Annual Reports and Bond Disclosure Event Notices required by this Agreement, and may not pursue specific performance in challenging the adequacy of Annual Reports that have been filed pursuant to the provisions hereof.

(b) In case the Trustee or any Bondholder shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Bondholder, as the case may be, then and in every such case the I-Bank, the Trustee and any Bondholder, as the case may be, shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the I-Bank, the Trustee and any Bondholder shall continue as though no such proceeding had been taken.

(c) A failure by the I-Bank to perform its respective obligations under this Agreement shall not be deemed an event of default under either the Resolution or any I-Bank Loan Agreement, as the case may be, and the sole remedy under this Agreement in the event of any failure by the I-Bank to comply with this Agreement shall be as set forth in Section 3.1(a) of this Agreement.

Section 4.2. I-Bank and Bondholders. Each Bondholder is hereby recognized as being a third-party beneficiary hereunder, and each may enforce, for the equal benefit and protection of all Bondholders similarly situated, any such right, remedy or claim conferred, given or granted hereunder in favor of the Trustee, to the extent permitted in Section 3.1(a) hereof.

Section 4.9. Amendments, Changes and Modifications. (a) Except as otherwise provided in this Agreement, subsequent to the initial issuance of the Bonds and prior to their payment in full (or provision for payment thereof having been made in accordance with the provisions of the Resolution), this Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the parties hereto.

(b) Without the consent of any Bondholders, the I-Bank, the Trustee and the Master Program Trustee at any time and from time to time may enter into any amendments or modifications to this Agreement for any of the following purposes:

(i) to add to the covenants and agreements of the I-Bank hereunder for the benefit of the Bondholders, or to surrender any right or power conferred upon the I-Bank by this Agreement;

(ii) to modify the contents, presentation and format of the Annual Report from time to time to conform to changes in accounting or disclosure principles or practices or legal requirements followed by or applicable to the I-Bank or the Program, to reflect changes in the identity, nature or status of the I-Bank or the Program or in the business, structure or operations of the I-Bank or the Program, or to reflect any mergers, consolidations, acquisitions or dispositions made by or affecting the I-Bank or the Program; *provided*, that any such modification shall not be in contravention of Rule 15c2-12 as then in effect at the time of such modification; or

(iii) to cure any ambiguity herein, to correct or supplement any provision hereof that may be inconsistent with any other provision hereof, or to include any other provisions with respect to matters or questions arising under this Agreement, any of which, in each case, would have complied with the requirements of Rule 15c2-12 at the time of the primary offering, after taking into account any amendments or interpretations of Rule 15c2-12 as well as any changes in circumstances;

provided, that prior to approving any such amendment or modification, the Trustee, in reliance upon an opinion of Bond Counsel (as defined in the Resolution) to the I-Bank, determines that such amendment or modification does not adversely affect the interests of the Bondholders in any material respect.

(c) Upon entering into any amendment or modification required or permitted by this Agreement that materially affects the interests of the Bondholders, the I-Bank shall deliver to each of the Repositories written notice of any such amendment or modification.

(d) The I-Bank, the Trustee and the Master Program Trustee shall be entitled to rely exclusively upon an opinion of Bond Counsel to the I-Bank to the effect that such amendments or modifications comply with the conditions and provisions of this Section 4.9.

Section 4.10. Amendments Required by Rule 15c2-12. The I-Bank, the Trustee and the Master Program Trustee each recognize that the provisions of this Agreement are intended to enable compliance with Rule 15c2-12. If, as a result of a change in Rule 15c2-12 or in the interpretation thereof or the promulgation of a successor rule, statute or regulation thereto, a change in this Agreement shall be permitted or necessary to assure continued compliance with Rule 15c2-12 and upon delivery of an opinion of Bond Counsel to the I-Bank addressed to the I-Bank, the Trustee and the Master Program Trustee to the effect that such amendments shall be permitted or necessary to assure continued compliance with Rule 15c2-12 as so amended or interpreted, then the I-Bank, the Trustee and the Master Program Trustee shall amend this Agreement to comply with and be bound by any such amendment to the extent necessary or desirable to assure compliance with the provisions of Rule 15c2-12 and shall provide written notice of such amendment as required by Section 4.9(c) hereof.

Section 4.12. Commencement and Termination of Continuing Disclosure Obligations. The obligations of the I-Bank and the Trustee hereunder and the consent of the Master Program Trustee set forth in Section 2.6 hereof shall be in full force and effect from the date of issuance of the Bonds, and shall continue in effect until the date either (i) the Bonds are no longer outstanding in accordance with the terms of the Resolution or (ii) the Program no longer remains a material “obligated person” (as the term “obligated person” is defined in Rule 15c2-12) as a result of an interpretation of Rule 15c2-12, and in either event only after the I-Bank delivers written notice to such effect to each National Repository or to the MSRB and the State Depository, if any.