

PROCEEDINGS OF THE REGULAR MEETING OF THE GREATER NEW ORLEANS EXPRESSWAY COMMISSION HELD ON WEDNESDAY, SEPTEMBER 4, 2013, AT 10:00 A.M., IN THE GNOEC CONFERENCE ROOM, VOLUNTEERS OF AMERICA BUILDING, 3939 NORTH CAUSEWAY BOULEVARD, SUITE 400, METAIRIE, LA

PRESENT: Lawrence M. Rase, Chairman; Michael R. Lorino, Jr., Vice Chairman; Stephen G. Romig, Treasurer; Anthony V. Ligi, Jr., Assistant Secretary Treasurer; Tommy S. Cvitanovich, Member

OTHERS: Carlton Dufrechou; Debbie Lopreore; Cheryl H. Lambert; Chief Nick Congemi; Melissa M. Phillpott; Georgie Bagnetto; Red Thompson; Robert Graham; Stacie Heffker; Perry Daigrepoint; Lawrence Katz; Cary Bourgeois, James Martin, Gavin Gillen & Bob Boagni, GEC, Inc.; Burgess McCranie, McCranie, Campbell, Sistrunk, Anzelmo, Hardy, McDaniel & Welch; Bill Becknell & Allison Becknell, The Becknell Law Firm; Andrea Calvin, Lake Pontchartrain Basin Foundation; Bill Murhammer; Ben Frank; Joe Cantrelle; Byron Poydras, Bank of New York; Kathy Gambino, Arthur J. Gallagher Risk Management Svc.; Hugh Martin, Foley & Judell; John Poche, Raymond James & Associates; Jose Rodriguez, Burk Kleinpeter, Inc. Steve Bowes & Kent Schexnayder, Sisung Investment Management Services; Shelby P. LaSalle, Jr.; Robert Rhoden, The Times-Picayune

The Chairman called the meeting to order.

On motion by Ligi, seconded by Romig, the minutes of the regular meeting held August 7, 2013 were accepted as written. Mr. Rase, Mr. Lorino, Mr. Romig, Mr. Ligi and Mr. Cvitanovich voted in favor of the motion.

On behalf of the Causeway Police Charitable Foundation, Mr. Gillen stated everything is set for the next event, which is October 4, 2013, and will be a skeet shoot in Husser, LA.

On behalf of the Lake Pontchartrain Basin Foundation, Dr. Calvin reported for August that of the thirty-eight water quality samples taken, thirty-three (86%) met primary contact recreation standards.

The samples exceeding were three on the South Shore and two on the North Shore.

Mr. Dufrechou reported for August there were thirty-one vessel openings, which is almost twice the normal monthly operations, and one test opening at the drawbridge.

Mr. Dufrechou reported MAP and Police responded to 255 breakdowns on the Causeway Bridge and fifty-two breakdowns on the Huey P. Long Bridge.

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION
REGULAR MEETING - SEPTEMBER 4, 2013**

Mr. Dufrechou reported on the Causeway Bridge there were ten accidents (four southbound, four northbound and two at the North Toll Plaza - all in dry conditions). He reported on the Huey P. Long Bridge there were four accidents (two eastbound and two westbound - all in dry conditions).

Mr. Dufrechou showed slides of a multi-car accident, which occurred on Saturday, August 17, heading south about 5:50 p.m. The bridge was closed about an hour.

Mr. Dufrechou showed slides of an incident on August 20 in which a Ryder truck hit the North Shore Tag Store canopy.

Mr. Dufrechou showed slides of the second water rescue training exercises on August 24.

Mr. Dufrechou showed slides of a four-car accident that happened on Monday, August 26, at 5:15 p.m. northbound at Crossover 5. Mr. Dufrechou stated because of the quick response by police and MAP, the bridge was closed only for ten minutes, adding it was terrific response time during peak commuting period and the traffic backup was minimal.

Mr. Dufrechou showed slides of traffic backup on August 8 at about 6:45 a.m. looking from Brookside Drive north back to Highway 22. He added the degree of traffic backup was certainly unanticipated. Slides showed the backup looking south toward the bridge, the Monroe Street Overpass, Florida Avenue and the toll plaza. Mr. Dufrechou showed a few days later after trying to dissect some of the problems. He explained the new truss was blocking the line of sight to the original message boards that had the lane descriptions - Cash and/or Tag. Mr. Dufrechou stated we tried to get the provider to upgrade the signs immediately but it would have been a considerable expense so we went the lower cost route of using banners that were up within less than a day. Mr. Dufrechou stated another problem found was the new lane has a more traditional traffic signal patron fare display but the red light seemed to cause motorists to stop so a bag was put over the light. He

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION
REGULAR MEETING - SEPTEMBER 4, 2013**

stated the green light only comes on when it reads the tag properly. Mr. Dufrechou stated this brought the backup time down. Mr. Dufrechou stated last Thursday morning when Lane 4 opened, traffic flowed much better. He stated on Monday, Labor Day, there were five lanes open for a little while; yesterday traffic cleared by 8:10 a.m.; today traffic flow was positive. Mr. Dufrechou stated two of the five lanes have been completed; Lanes 4 and 5 are upgraded; Lane 3 was taken down yesterday for the upgrade and should be up in about two weeks; then Lane 1 will be done and Lane 2 will be the last one - each lane takes about a ten working day cycle. He stated completion should be the last week of October. In response to Mr. Rase's inquiry about calls received, Mr. Dufrechou stated he has received an abundance of calls, adding today there has been none; yesterday there were four calls, with the week before having the most received. He stated the commuters were justifiably frustrated. Mr. Dufrechou stated everything from signs, to police presence, maintenance guys trying to help direct traffic and with the cherry-picked toll collectors in the toll booths - hopefully all will help. Mr. Dufrechou stated motorists are being asked to switch out defective tags; there were ten replaced in the tag store in the past days.

Mr. Romig asked about the accident involving an overturned vehicle. Chief Congemi stated it does not happen frequently on the bridge, but a person's depth perception is off and a car does not have its emergency flashers or brake lights on, a motorist may assume it is traveling at the normal speed and before they can adjust to it, they are so close they cannot do anything resulting in basically a rear-end hit. Chief Congemi stated the police get great participation from the motorists and commuters on the bridge who are always calling and offering information, even though they always get some complaints, they are good at reporting these things. He added unfortunately they do not always get to them as quickly as they would like. Mr. Dufrechou stated this is another reason that

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION
REGULAR MEETING - SEPTEMBER 4, 2013**

the more opportunities they have to provide either expanded crossovers or safety bays, the better opportunities are to prevent rear-end crashes.

With respect to the Restoration of Access to the 9-Mile Turnaround project, Mr. Dufrechou stated there were two bids, one from Boh Brothers Construction and the other from Gibson & Associates. He stated Boh Brothers was the low bid at \$409,000; Gibson was \$1.6 million. Mr. Dufrechou stated the engineers and staff recommend awarding to Boh. **On motion by Romig, seconded by Lorino, based upon the recommendation of the staff and the Consulting Engineers, the project titled Restoration of Access to the 9-Mile Turnaround, GNOEC Project No. 427, is awarded to the low bidder, Boh Brothers Construction Co., LLC, in the amount of \$409,000. The General Manager is hereby authorized to complete the execution of the contract with Boh Brothers Construction Co., LLC pending the review of the bonds and insurance by legal counsel and insurance representatives.** In response to Mr. Rase's inquiry as to this starting in Katrina, Mr. Dufrechou stated the first one went down in Katrina, was put back up, and down again in Isaac. Mr. Rase asked what is going to be done differently this time to maybe not have the same thing. Mr. Dufrechou stated expanding Crossover 5000 and the equipment will be moved to 5000, and they are actively negotiating with the telecommunications companies regarding the move. Mr. Dufrechou stated the only reason they recommend doing this today is because there is a contractual obligation with the cell companies to provide access. He added in their opinion it is a non-sustainable location for all the equipment, not only the Causeway's but the telecommunication companies should be moved to a higher elevation. In response to Mr. Cvitanovich's inquiry as to one bid being almost three times the other, Mr. Dufrechou replied yes, adding the engineering estimate was about \$407,000. **Mr. Rase, Mr. Lorino, Mr. Romig, Mr. Ligi and Mr.**

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION
REGULAR MEETING - SEPTEMBER 4, 2013**

Cvitanovich voted in favor of the motion.

With respect to refunding revenue bonds, Mr. Dufrechou stated there is a supplemental resolution that is setting forth the bond insurance and reserve policy provisions and also authorizes the officers of the Commission to execute documents associated with the bonds. He stated there is a conference call this afternoon, on which he, Mr. Rase and Mr. Romig will be, to confirm the appreciation of the savings with the bonds. **On motion by Romig, seconded by Cvitanovich, a resolution supplementing the Series 2013 Resolution adopted by the Commission on August 7, 2013 in connection with the issuance of the Commission's Refunding Revenue Bonds, Series 2013; setting forth the bond insurance and reserve policy provisions; authorizing the appropriate officers of the Commission to execute certain documents and certificates deemed necessary in connection therewith; and providing for certain other matters in connection therewith.** Mr. Rase stated nothing is going to really occur; they will be watching the market throughout the weekend and Mr. Martin will be coaching them along the way. **Mr. Rase, Mr. Lorino, Mr. Romig, Mr. Ligi and Mr. Cvitanovich voted in favor of the motion.**

Mr. Graham reported they did receive the five new police vehicles a week ago and they should be ready by the end of this month or middle of next month. Mr. Rase stated Mayor Gitz of Madisonville said he would like to get a couple cars and a truck. Mr. Graham stated the auction will be this coming year in March. Mr. Rase stated he will let the Mayor know.

Mr. Rase recognized Mr. Katz for his years of service on the Commission. Mr. Rase stated the Commission has always been appreciative of Mr. Katz's keen eye for a dollar and he has done a great job with that. On behalf of the Commission, Mr. Rase thanked Mr. Katz for his service. Mr. Katz stated he can remember nearly six years ago when he first came on the Commission and in his

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION
REGULAR MEETING - SEPTEMBER 4, 2013**

first meeting, he looked out at the room and thought he will never know who all these people are and never learn what they do. Mr. Katz stated in fast-forwarding nearly six years, he counts most of the people in the room as friends but more importantly, they are people for whom he has gained a tremendous amount of respect for all the people sitting in the audience as well as all the Commissioners today and the ones with whom he worked in the past. Mr. Katz stated the respect is that he always felt first and foremost they had the commuters and the bridge first in everything that was done. Mr. Katz stated he has been very proud to serve on the Commission with everyone. Mr. Katz explained he got involved after Governor Jindal won his election and when he communicated with them that he wanted to be involved with the Administration, he was told to send what he was interested in and they would let him know. Mr. Katz stated he did not know much about boards and commissions so he went to the website and went for what everybody goes for - LSU and Saints, adding his first choice was the Superdome Commission and his second choice was the Board of Regents. He stated he needed a third choice so he looked to the Causeway as his third choice. Mr. Katz stated he did not know what was done at the Causeway; the only thing he knew about the Causeway was that a whole host of community leaders, both on the South and North Shores, had served on the Commission and if the quality of the individuals who were currently serving and had served before him was any indication of what this board was, it was something of which he wanted to be a part. He stated a few months later he received the call of his appointment to the Causeway Commission. Mr. Katz stated in the past five and one-half years, he has had the opportunity to get to know everyone and to work with Mr. Dufrechou who he has been proud to work with these last few years, and Mr. Dufrechou's predecessor, Robert Lambert, who really set the standard for all past and future General Managers. He stated Mr. Dufrechou has big shoes to fill but he is doing a

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION
REGULAR MEETING - SEPTEMBER 4, 2013**

good job. Mr. Katz acknowledged Cheryl Lambert, Debbie Lopreore, Clay Sharp, Robert Graham, Melissa Phillpott, Eileen Barthe' and Chief Congemi, who has been a friend for a long time, adding he was glad to work with them. Mr. Katz stated it has been a good run and to paraphrase - old Commissioners don't die, they just fade away, so he will fade away to the back. Mr. Katz stated he will end on one note - if he had the same question from the Governor to list the three things, knowing what he knows today, the Causeway Commission would be first.

There being no further business, on motion by Romig, seconded by Lorino, the meeting was adjourned.



ANTHONY V. LIGLI, JR.
ASSISTANT SECRETARY TREASURER



LAWRENCE M. RASE
CHAIRMAN

SERIES 2013 SUPPLEMENTAL RESOLUTION

OF THE

GREATER NEW ORLEANS EXPRESSWAY COMMISSION

ADOPTED SEPTEMBER 4, 2013

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION
REFUNDING REVENUE BONDS, SERIES 2013**

TABLE OF CONTENTS

PREAMBLE -1-

SECTION 1. Short Title -2-

SECTION 2. Authority for Series 2013 Supplemental Resolution -2-

SECTION 3. Definitions -2-

SECTION 4. Captions and Index -3-

SECTION 5. Bond Insurer -3-

SECTION 6. Reserve Fund Insurance Policy Provisions for the Series 2013 Bonds -11-

SECTION 7. Reserve Fund Insurance Policy Provisions for the Series 2003 Bonds -12-

SECTION 8. Execution of Documents by the Commission -14-

The following resolution was offered by Commissioner Romig and seconded by Commissioner Cvitanovich:

SERIES 2013 SUPPLEMENTAL RESOLUTION

A resolution supplementing the Series 2013 Resolution adopted by the Greater New Orleans Expressway Commission on August 7, 2013 in connection with the issuance of the Commission's Refunding Revenue Bonds, Series 2013; setting forth the bond insurance and reserve policy provisions; authorizing the appropriate officers of the Commission to execute certain documents and certificates deemed necessary in connection therewith; and providing for certain other matters in connection therewith.

WHEREAS, the Greater New Orleans Expressway Commission (the "Commission"), for and on behalf of the Parish of Jefferson, State of Louisiana, and the Parish of St. Tammany, State of Louisiana, adopted a resolution on August 7, 2013, entitled: "A Series Resolution authorizing the issuance of not exceeding Forty-Four Million Dollars (\$44,000,000) aggregate principal amount of Greater New Orleans Expressway Commission Refunding Revenue Bonds, in one or more series; providing for the terms, provisions and conditions of such Bonds; authorizing and approving the preparation and distribution of a Preliminary Official Statement and a final Official Statement relating to the Bonds; authorizing the execution of a Certificate of Determination containing terms and details of said Bonds; and providing for other matters in connection therewith" (the "Series 2013 Resolution"); and

WHEREAS, the Series 2013 Resolution provided that details of the Commission's Refunding Revenue Bonds, Series 2013 (the "Series 2013 Bonds"), including the principal amount and rates of interest to be borne by the Series 2013 Bonds shall be as contained in the Bond Purchase Agreement (the "Bond Purchase Agreement") entered into between the Commission and Raymond James & Associates, Inc. and Sisung Securities Corporation (the "Underwriters") and in a Certificate of Determination described in the Series 2013 Resolution; and

WHEREAS, the State Bond Commission approved the issuance of the Series 2013 Bonds on June 20, 2013; and

WHEREAS, the Underwriters have prepared and have submitted to the Commission a Preliminary Official Statement for use in connection with the offer and sale of the Series 2013 Bonds; and

WHEREAS, the District now desires to ratify the distribution of the Preliminary Official Statement by the Underwriter to prospective purchasers of the Series 2013 Bonds; and

WHEREAS, the District further desires to provide for bond insurance on the Series 2013 Bonds and reserve policies for the Series 2013 Bonds and the Series 2003 Bonds (hereinafter defined), and to provide for other matters with respect to the foregoing;

WHEREAS, Section 9.02(b) of the General Bond Resolution adopted by the Commission on September 25, 1986, as amended and supplemented to the date hereof (the "General Bond Resolution") permits the adoption of a supplemental resolution without the consent of Bondholders (as defined therein) "to impose additional covenants or agreements to be observed by the Commission which are not contrary to or inconsistent with this Resolution";

NOW, THEREFORE, BE IT RESOLVED by the Greater New Orleans Expressway Commission as follows:

SECTION 1. Short Title. This resolution may hereafter be cited by the Commission, and is hereafter sometimes referred to as the "Series 2013 Supplemental Resolution".

SECTION 2. Authority for Series 2013 Supplemental Resolution. This Series 2013 Supplemental Resolution supplements the General Bond Resolution and the Series 2013 Resolution and is adopted pursuant to the provisions of the Act, the General Bond Resolution and the Series 2013 Resolution. The Commission has ascertained and hereby determines that: (a) adoption of this Series 2013 Supplemental Resolution is necessary to carry out the powers, purposes and duties expressly provided for in the Act, in the General Bond Resolution and in the Series 2013 Resolution; and (b) the powers of the Commission herein exercised are in each case exercised in accordance with the provisions of the Act, the General Bond Resolution and the Series 2013 Resolution.

SECTION 3. Definitions. (a) Wherever used or referred to in this Series 2013 Supplemental Resolution, all words or terms which are defined in Article I of the General Bond Resolution or in Section 3(b) of the Series 2013 Resolution, except the words or terms which are defined in paragraph (b) of this Section, shall, unless a different meaning clearly appears from the context, have the meanings given or ascribed to such words and terms, respectively, in Article I of the General Bond Resolution.

(b) In this Series 2013 Resolution, unless a different meaning clearly appears from the context:

"Bond Insurance Policy" means the financial guaranty insurance policy issued by the Bond Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2013 Bonds when due.

"Bond Insurer" shall mean Assured Guaranty Municipal Corp., or any successor thereto or assignee thereof.

"Bond Resolution" or the **"Resolution"** means the General Bond Resolution, as amended and supplemented by the Series 2013 Resolution and by this Series 2013 Supplemental Resolution.

"Supplemental Reserve Fund Insurance Policy Provider" or **"AGM"** shall mean Assured Guaranty Municipal Corp.

"Series 2003 Bonds" means the Greater New Orleans Expressway Commission Refunding and Improvement Revenue Bonds, Series 2003, which constitute Bonds within the meaning of the defined term "Bonds" in the General Bond Resolution.

"Series 2003 Reserve Policy" means, collectively, the Series 2003 Supplemental Reserve Policy and the Series 2003 Ambac Reserve Policy.

"Series 2003 Ambac Reserve Policy" means the reserve fund insurance policy issued by Ambac Assurance Corporation in 2003.

"Series 2003 Supplemental Reserve Policy" means the reserve fund insurance policy issued by the Supplemental Reserve Fund Insurance Policy Provider in 2013 in connection with the Series 2003 Bonds.

"Series 2013 Bonds" means the Greater New Orleans Expressway Commission Refunding Revenue Bonds, Series 2013, issued under and pursuant to the Bond Resolution, which constitute Bonds within the meaning of the defined term "Bonds" in the General Bond Resolution.

"Series 2013 Reserve Policy" means reserve fund insurance policy issued by AGM in connection with the Series 2013 Bonds.

"Underwriters" means Raymond James & Associates, Inc. and Sisung Securities Corporation.

The terms "herein", "hereunder", "hereby", "hereto", "hereof", and any similar terms, refer to the Series 2013 Resolution; the term "heretofore" means before the date of adoption of the Series 2013 Resolution; and the term "hereafter" means after the date of adoption of the Series 2013 Supplemental Resolution.

SECTION 4. Captions and Index. Any captions, titles or headings preceding the text of any section herein and any table of contents or index attached to the Series 2013 Resolution or any copy thereof are solely for convenience of reference and shall not constitute part of the Series 2013 Supplemental Resolution or affect its meaning, construction or effect.

SECTION 5. Bond Insurer. The Commission hereby accepts the provisions of the bond insurance policy of the Bond Insurer. While the Series 2013 Bonds are insured by the Bond Insurer, the following provisions shall be applicable to the Series 2013 Bonds, notwithstanding anything contained in the Resolution to the contrary:

A. Notices and Other Information.

1. Any notice that is required to be given to owners of the Series 2009 Bonds, any entity required pursuant to Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission or to the Trustee pursuant to the Resolution shall also be provided to the Bond Insurer simultaneously with the sending of such notices. In addition, to the extent that the Commission has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Series 2013 Bonds, all information furnished pursuant to such agreements shall also be provided to the Bond Insurer, simultaneously with the furnishing of such information.
2. To the extent not included pursuant to item A.1 above, the Commission will furnish, or cause to be furnished, to the Bond Insurer:
 - i. the fiscal year budget of the Commission within thirty (30) days after adoption of such budget;
 - ii. annual audits of the Commission prepared by an independent certified public accountant, within one hundred eighty (180) days of the completion of the Commission's fiscal year, together with an officer's certificate of the Commission stating that no default or breach has occurred or is continuing under the Resolution;
 - iii. a copy of any disclosure document or financing agreement pertaining to the issuance of additional debt secured on a parity with the Series 2013 Bonds at least five (5) business days prior to the date of issuance of such additional debt, which disclosure document or financing agreement shall include, without limitation, the applicable maturity schedule, interest rate or rates, redemption and security provisions pertaining to any such additional debt;
 - iv. immediate notice of any draw on the Debt Service Reserve Fund; and

- v. notice of any litigation or investigation that may have a material adverse effect on the financial position of the Commission or the imposition, levy or collection of the Revenues or the Vehicular License Taxes, within thirty (30) days following the commencement of any proceeding relating thereto.
3. All demands, notices and other information required to be given to the Bond Insurer under the Resolution shall be in writing and shall be mailed by registered or certified mail or personally delivered or telecopied to the recipient as follows:

Assured Guaranty Municipal Corp.
31 West 52nd Street
New York, New York 10019
Attn: Risk Management Department - Public Finance Surveillance
(Re: Policy No. []))
Telecopy No.: (212) 581-3268
Confirmation: (212) 974-0100
Email: riskmanagementdept@assuredguaranty.com

(In each case in which notice or other communication refers to an Event of Default, a claim on the Bond Insurance Policy or any event with respect to which failure on the part of the Bond Insurer to respond shall be deemed, to constitute consent or acceptance, then such demand, notice or other communication shall be marked to indicate "URGENT MATERIAL ENCLOSED" and shall also be sent to the attention of the General Counsel at the same address and telecopy number above or at generalcounsel@assuredguaranty.com).

4. The Bond Insurer shall have the right to receive such additional information as it may reasonably request.
5. The Commission will permit the Bond Insurer to discuss the affairs, finances and accounts of the Commission or any information the Bond Insurer may reasonably request regarding the security for the Series 2013 Bonds with appropriate officers of the Commission and will use commercially reasonable efforts to enable the Bond Insurer to have access to the facilities, books and records of the Commission on any business day upon reasonable prior notice.
6. The Trustee shall notify the Bond Insurer of any failure of the Commission to provide notices, certificates and other information under the Resolution.
- B. Defeasance. In the event that the principal and/or interest due on the Series 2013 Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Series 2013 Bonds shall remain outstanding for all purposes other than for purposes of filing a claim on the Bond Insurance Policy, not be defeased or otherwise satisfied and shall not be considered paid by the Commission, and the assignment and pledge of the Revenues (as defined in the General Bond Resolution) and all covenants, agreements and other obligations of the Commission to the registered owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Series 2013 Bonds.

Only cash, non-callable direct obligations of the United States of America, and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, in each case to which direct obligation or guarantee the full faith and credit of the United States of America have been pledged, may be used to effect defeasance of the Series 2013 Bonds insured by the Bond Insurer or portions thereof unless the Bond Insurer otherwise approves.

In addition, in connection with the defeasance of any Series 2013 Bonds of the Resolution, the following items shall be delivered to the Bond Insurer:

1. An opinion of Bond Counsel to the effect that (i) the defeasance will not adversely impact the exclusion from gross income for federal income tax purposes of interest on the Series 2013 Bonds and (ii) the Series 2013 Bonds are no longer "outstanding" under the Resolution;
 2. If the Series 2013 Bonds are being advance refunded, (i) a refunding trust or escrow agreement (the "Escrow Agreement"), (ii) an opinion of counsel regarding the validity and enforceability of the Escrow Agreement, and (iii) the verification report of a firm of independent certified public accountants, each of which (i)-(iii) in form and substance acceptable to the Bond Insurer; and
 3. If the Series 2013 Bonds are being advance refunded, the Escrow Agreement shall provide that:
 - (i) Any substitution of securities shall require verification by an independent certified public accountant ("Verification Report") and the prior written consent of the Bond Insurer.
 - (ii) The Commission will not exercise any optional redemption of Series 2013 Bonds secured by the Escrow Agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the Escrow Agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition of any such redemption there shall be provided to the Bond Insurer a Verification Report of an independent certified public accountant as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following such redemption.
 - (iii) The Commission shall not amend the Escrow Agreement or enter into a forward purchase agreement or other agreement with respect to securities in the escrow or to be delivered to the escrow without the prior written consent of the Bond Insurer.
- C. Trustee; Paying Agent. The Bond Insurer shall receive prior written notice of any name change of the Trustee or the removal or resignation of the Trustee. No removal or resignation of the Trustee shall take effect until a successor, acceptable to the Bond Insurer, shall be appointed. The Trustee may be removed at any time, at the request of the Bond Insurer, for any breach of its obligations under the Resolution.
- D. Amendments and Supplements. The Bond Insurer's prior written consent is required with respect to any amendments or supplements to the Resolution. Copies of any amendments or supplements to the Resolution which are consented to by the Bond Insurer shall be sent to the rating agencies that have assigned a rating to the Series 2013 Bonds.

- E. Bond Insurer as Third Party Beneficiary. The Bond Insurer is explicitly recognized as being a third party beneficiary under the Resolution and may enforce any such right, remedy or claim conferred, given or granted hereunder.
- F. Control Rights. The Bond Insurer shall be deemed to be the holder of all of the Series 2013 Bonds for purposes of (a) exercising all remedies and directing the Trustee to take actions or for any other purposes following an Event of Default (as defined in the Resolution), and (b) granting any consent, waiver, direction or approval or taking any action permitted by or required under the Resolution to be granted or taken by the holders of such Series 2013 Bonds.
- G. Consent Rights of the Bond Insurer.
1. *Consent.* Any provision of the Resolution expressly recognizing or granting rights in or to the Bond Insurer may not be amended in any manner that affects the rights of the Bond Insurer without the prior written consent of the Bond Insurer.
 2. *Consent in Addition to Bondholder Consent.* Wherever the Resolution requires the consent of Bondholders, the Bond Insurer's prior written consent shall also be required.
 3. *Consent in the Event of Insolvency.* Any reorganization or liquidation plan with respect to the Commission must be acceptable to the Bond Insurer. In the event of any such reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Bondholders who hold Series 2013 Bonds guaranteed by the Bond Insurer absent a payment default by the Bond Insurer under the Bond Insurance Policy.
 4. *Consent Upon Default.* Anything in the Resolution to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default as defined in the Resolution, the Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Bondholders or the Trustee for the benefit of the Bondholders under the Resolution.
 5. *Effect of Actions.* Notwithstanding any other provisions of the Resolution, in determining whether the rights of Bondholders will be adversely affected by any action taken pursuant to the terms and provisions hereof, the Commission shall consider the effect on the Bondholders as if there were no Bond Insurance Policy.
- H. Reimbursement Obligations.
1. The Commission hereby agrees to pay or reimburse the Bond Insurer (A) all amounts paid by the Bond Insurer under the Bond Insurance Policy, and (B) to the extent permitted by law, any and all charges, fees, costs and expenses which the Bond Insurer may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, in connection with (i) any accounts established to facilitate payments under the Bond Insurance Policy, (ii) the administration, enforcement, defense or preservation of any rights in respect of the Resolution, including defending, monitoring or participating in any litigation or proceeding (including any bankruptcy proceeding in respect of the Commission or any affiliate thereof) relating to the Resolution or the transaction contemplated by the Resolution, (iii) the foreclosure against, sale or other disposition of any collateral securing any obligations under the Resolution, or the pursuit of any remedies under the Resolution to the extent such costs and expenses are not recovered from such foreclosure, sale or other disposition, or (iv) any

amendment, waiver or other action with respect to, or related to, the Resolution, whether or not executed or completed; costs and expenses shall include a reasonable allocation of compensation and overhead attributable to time of employees of the Bond Insurer spent in connection with the actions described in clauses (ii) - (iv) above. In addition, the Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Resolution. The Commission will pay interest on the amounts owed in this paragraph from the date of any payment due or paid, at the per annum rate of interest publicly announced from time to time by JPMorgan Chase Bank, National Association at its principal office in New York, New York as its prime lending rate (any change in such prime rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank, National Association) plus three percent (3%) per annum (the "Reimbursement Rate"). The Reimbursement Rate shall be calculated on the basis of the actual number of days elapsed over a 360-day year. In the event JPMorgan Chase Bank ceases to announce its prime rate publicly, the prime rate shall be the publicly announced prime rate or base lending rate of such national bank, as the Bond Insurer shall specify.

2. In addition to any and all rights of reimbursement, subrogation and any other rights pursuant hereto or under law or in equity, the Commission agrees to pay or reimburse the Bond Insurer, to the extent permitted by law, any and all charges, fees, costs, claims, losses, liabilities (including penalties), judgments, demands, damages, and expenses which the Bond Insurer or its officers, directors, shareholders, employees, agents and each Person, if any, who controls the Bond Insurer within the meaning of either Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended, may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, of any nature in connection with, in respect of or relating to the transactions contemplated by the Resolution by reason of:
 - a. any omission or action (other than of or by the Bond Insurer) in connection with the offering, issuance, sale, remarketing or delivery of the Series 2013 Bonds;
 - b. the negligence, bad faith, willful misconduct, misfeasance, malfeasance or theft committed by any director, officer, employee or agent of the Commission in connection with any transaction arising from or relating to the Resolution;
 - c. the violation by the Commission of any law, rule or regulation, or any judgment, order or decree applicable to it;
 - d. the breach by the Commission of any representation, warranty or covenant under the Resolution or the occurrence, in respect of the Commission, under the Resolution of any "event of default" or any event which, with the giving of notice or lapse of time or both, would constitute any "event of default"; or
 - e. any untrue statement or alleged untrue statement of a material fact contained in any official statement relating to the Series 2013 Bonds, if any, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such claims arise out of or are based upon any untrue statement or omission in information included in an official statement, if any, and furnished by the Bond Insurer in writing expressly for use therein.

I. Payment Procedure Under the Bond Insurance Policy.

1. At least two (2) Business Days prior to each payment date on the Series 2013 Bonds, the Trustee will determine whether there will be sufficient funds to pay all principal of and interest on the Series 2013 Bonds due on the related payment date and shall immediately notify the Bond Insurer or its designee on the same Business Day by telephone or electronic mail, confirmed in writing by registered or certified mail, of the amount of any deficiency. Such notice shall specify the amount of the anticipated deficiency, the Series 2013 Bonds to which such deficiency is applicable and whether such Series 2013 Bonds will be deficient as to principal or interest or both. If the deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the Bond Insurer or its designee.
2. The Trustee shall, after giving notice to the Bond Insurer as provided above, make available to the Bond Insurer and, at the Bond Insurer's direction, to any Fiscal Agent, the registration books of the Commission maintained by the Trustee and all records relating to the funds maintained under the Resolution.
3. The Trustee shall provide the Bond Insurer and any Fiscal Agent with a list of registered owners of Series 2013 Bonds entitled to receive principal or interest payments from the Bond Insurer under the terms of the Bond Insurance Policy, and shall make arrangements with the Bond Insurer, the Fiscal Agent or another designee of the Bond Insurer to (i) mail checks or drafts to the registered owners of Series 2013 Bonds entitled to receive full or partial interest payments from the Bond Insurer and (ii) pay principal upon Series 2013 Bonds surrendered to the Bond Insurer, the Fiscal Agent or another designee of the Bond Insurer by the registered owners of Series 2013 Bonds entitled to receive full or partial principal payments from the Bond Insurer.
4. The Trustee shall, at the time it provides notice to the Bond Insurer of any deficiency pursuant to clause 1. above, notify registered owners of Series 2013 Bonds entitled to receive the payment of principal or interest thereon from the Bond Insurer (i) as to such deficiency and its entitlement to receive principal or interest, as applicable, (ii) that the Bond Insurer will remit to them all or a part of the interest payments due on the related payment date upon proof of its entitlement thereto and delivery to the Bond Insurer or any Fiscal Agent, in form satisfactory to the Bond Insurer, of an appropriate assignment of the registered owner's right to payment, (iii) that, if they are entitled to receive partial payment of principal from the Bond Insurer, they must surrender the related Series 2013 Bonds for payment first to the Trustee, which will note on such Series 2013 Bonds the portion of the principal paid by the Trustee and second to the Bond Insurer or its designee, together with an appropriate assignment, in form satisfactory to the Bond Insurer, to permit ownership of such Series 2013 Bonds to be registered in the name of the Bond Insurer, which will then pay the unpaid portion of principal, and (iv) that, if they are entitled to receive full payment of principal from the Bond Insurer, they must surrender the related Series 2013 Bonds for payment to the Bond Insurer or its designee, rather than the Trustee, together with the an appropriate assignment, in form satisfactory to the Bond Insurer, to permit ownership of such Series 2013 Bonds to be registered in the name of the Bond Insurer.
5. In addition, if the Trustee has notice that any holder of the Series 2013 Bonds has been required to disgorge payments of principal or interest on the Series 2013 Bonds previously Due for Payment pursuant to a final non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy laws, then the Trustee shall notify the Bond Insurer

or its designee of such fact by telephone or electronic notice, confirmed in writing by registered or certified mail.

6. The Trustee will be hereby irrevocably designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Series 2013 Bonds as follows:
 - a. If and to the extent there is a deficiency in amounts required to pay interest on the Series 2013 Bonds, the Trustee shall (a) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such holders in any legal proceeding related to the payment of such interest and an assignment to the Bond Insurer of the claims for interest to which such deficiency relates and which are paid by the Bond Insurer, (b) receive as designee of the respective holders (and not as Trustee) in accordance with the tenor of the Bond Insurance Policy payment from the Bond Insurer with respect to the claims for interest so assigned, and (c) disburse the same to such respective holders; and
 - b. If and to the extent of a deficiency in amounts required to pay principal of the Series 2013 Bonds, the Trustee shall (a) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such holder in any legal proceeding related to the payment of such principal and an assignment to the Bond Insurer of the Series 2013 Bond surrendered to the Bond Insurer in an amount equal to the principal amount thereof as has not previously been paid or for which moneys are not held by the Trustee and available for such payment (but such assignment shall be delivered only if payment from the Bond Insurer is received), (b) receive as designee of the respective holders (and not as Trustee) in accordance with the tenor of the Bond Insurance Policy payment therefore from the Bond Insurer, and (c) disburse the same to such holders.
7. Payments with respect to claims for interest on and principal of Series 2013 Bonds disbursed by the Trustee from proceeds of the Bond Insurance Policy shall not be considered to discharge the obligation of the Commission with respect to such Series 2013 Bonds, and the Bond Insurer shall become the owner of such unpaid Series 2013 Bond and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of this subsection or otherwise.
8. Irrespective of whether any such assignment is executed and delivered, the Commission and the Trustee hereby agree for the benefit of the Bond Insurer that:
 - a. they recognize that to the extent the Bond Insurer makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Series 2013 Bonds, the Bond Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Commission, with interest thereon as provided and solely from the sources stated in the Resolution and the Series 2013 Bonds; and
 - b. they will accordingly pay to the Bond Insurer the amount of such principal and interest, with interest thereon as provided in the Resolution and the Series 2013 Bonds, but only from the sources and in the manner provided herein for the payment of principal of and interest on the Series 2013 Bonds to holders, and will otherwise

treat the Bond Insurer as the owner of such rights to the amount of such principal and interest.

9. The Bond Insurer shall be entitled to pay principal or interest on the Series 2013 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment (as such terms are defined in the Bond Insurance Policy) and any amounts due on the Series 2013 Bonds as a result of acceleration of the maturity thereof in accordance with this agreement, whether or not the Bond Insurer has received a Notice (as defined in the Bond Insurance Policy) of Nonpayment or a claim upon the Bond Insurance Policy.
10. In addition, the Bond Insurer shall, to the extent it makes any payment of principal or interest on the Series 2013 Bonds become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy, and to evidence such subrogation (i) in the case of claims for interest, the Trustee shall note the Bond Insurer's rights as subrogee on the registration books of the Commission maintained by the Trustee, upon receipt of proof of payment of interest thereon to the registered holders of the Series 2013 Bonds, and (ii) in the case of claims for principal, the Trustee, if any, shall note the Bond Insurer's rights as subrogee on the registration books of the Commission maintained by the Trustee, upon surrender of the Series 2013 Bonds together with receipt of proof of payment of principal thereof.

J. Additional Covenants.

1. No Purchase in Lieu of Redemption. Without the prior written consent of the Bond Insurer, no Series 2013 Bonds insured by the Bond Insurer shall be purchased by or on behalf of the Commission or any of its affiliates in lieu of redemption unless such Series 2013 Bonds are redeemed, defeased or cancelled promptly upon such purchase.
2. Interest Rate Exchange Agreement. As long as any Series 2013 Bonds insured by the Bond Insurer remain outstanding or any amounts are owed to the Bond Insurer by the Commission, the Commission shall not enter into any interest rate exchange agreement, cap, collar, floor, ceiling or other agreement or instrument involving reciprocal payment obligations between the Commission and a counterparty based on interest rates applied to a notional amount of principal (an "Interest Rate Exchange Agreement") entered into by or on behalf of the Commission and payable from or secured in whole or in part by the Revenues or the Vehicular License Taxes without the prior written consent of the Bond Insurer.
3. Variable Rate Debt. The Commission shall not issue or incur indebtedness payable from or secured in whole or in part by the Revenues or the Vehicular License Taxes that bears interest at other than fixed rates without the prior written consent of the Bond Insurer.

SECTION 6. Reserve Fund Insurance Policy Provisions for the Series 2013 Bonds. (a) In the event amounts in the Debt Service Fund and the Debt Service Reserve Fund for the Bonds are not sufficient to pay scheduled principal or interest on the Bonds when due, the Trustee shall make a claim under the Series 2013 Reserve Policy when due in accordance with the applicable provisions of the 2013 Reserve Policy. All drawings on the Series 2013 Reserve Policy shall be made on a pro rata basis, as provided in the last paragraph of Section 6(b) below.

(b) The Commission shall repay any draws under the Series 2013 Reserve Policy and pay all related reasonable expenses incurred by AGM and shall pay interest thereon from the date of payment by AGM at the Late Payment Rate. "Late Payment Rate" means the lesser of (x) the greater of (i) the per annum

rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2013 Bonds and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as AGM shall specify. If the interest provisions of this subparagraph (a) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by AGM, with the same force and effect as if the Commission had specifically designated such extra sums to be so applied and AGM had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to AGM shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to AGM on account of principal due, the coverage under the Series 2013 Reserve Policy will be increased by a like amount, subject to the terms of the Series 2013 Reserve Policy. The obligation to pay Policy Costs shall be secured by a valid lien on all revenues and other collateral pledged as security for the Series 2013 Bonds (subject only to the priority of payment provisions set forth under the Authorizing Document).

All cash and investments in the debt service reserve fund established for the Series 2013 Bonds (the "Reserve Fund") shall be transferred to the debt service fund for payment of debt service on Series 2013 Bonds before any drawing may be made on the Series 2013 Reserve Policy or any other credit facility credited to the Reserve Fund in lieu of cash ("Credit Facility"). Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Credit Facilities (including the Series 2013 Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Reserve Fund. Payment of Policy Costs and reimbursement of amounts with respect to other Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Fund. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(b) If the Commission shall fail to pay any Policy Costs in accordance with the requirements of subparagraph (a) hereof, AGM shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Resolution other than (i) acceleration of the maturity of the Series 2013 Bonds or (ii) remedies which would adversely affect owners of the Series 2013 Bonds.

(c) The Resolution shall not be discharged until all Policy Costs owing to AGM shall have been paid in full. The Commission's obligation to pay such amounts shall expressly survive payment in full of the Series 2013 Bonds.

(d) The Commission shall include any Policy Costs then due and owing AGM in the calculation of the additional bonds test and the rate covenant in the Authorizing Document.

(e) The Trustee shall ascertain the necessity for a claim upon the Series 2013 Reserve Policy in accordance with the provisions of subparagraph (a) hereof and to provide notice to AGM in accordance with the terms of the Series 2013 Reserve Policy at least five business days prior to each date upon which interest or principal is due on the Series 2013 Bonds. Where deposits are required to be made by the Commission with the Trustee to the debt service fund for the Series 2013 Bonds more often than semiannually, the Trustee shall be instructed to give notice to AGM of any failure of the Commission to make timely payment in full of such deposits within two business days of the date due.

(f) Any provision of the Bond Resolution expressly recognizing or granting rights in or to AGM may not be amended in any manner which affects the rights of AGM under the Bond Resolution without the prior written consent of AGM.

SECTION 7. Reserve Fund Insurance Policy Provisions for the Series 2003 Bonds. (a) In the event amounts in the Debt Service Fund and the Debt Service Reserve Fund for the Bonds are not sufficient to pay scheduled principal or interest on the Bonds when due, the Trustee shall make a claim under the Series 2003 Reserve Policy when due in accordance with the applicable provisions of the Series 2003 Reserve Policy. All drawings on the Series 2003 Reserve Policy shall be made on a pro rata basis (it being understood any drawing on the Series 2003 Supplemental Reserve Policy shall be made only upon a failure of Ambac Assurance Corporation ("Ambac") to honor a drawing under the Series 2003 Ambac Reserve Policy).

(b) In the event Ambac does not honor a drawing made in compliance with Series 2003 Ambac Reserve Policy (or any portion thereof), the Trustee shall submit a claim for payment under the Series 2003 Supplemental Reserve Policy for the amount of the shortfall in payment under the Series 2003 Ambac Reserve Policy. In connection with the Series 2003 Supplemental Reserve Policy, the following provisions shall apply (it being understood that reimbursement to Ambac, AGM or any other reserve fund insurance policy provider shall be made pro rata based upon the amount owed to such provider).

(c) The Commission shall repay any draws under the Series 2003 Supplemental Reserve Policy and pay all related reasonable expenses incurred by AGM and shall pay interest thereon from the date of payment by AGM at the Late Payment Rate. "Late Payment Rate" means the lesser of (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2003 Bonds and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as AGM shall specify. If the interest provisions of this subparagraph (a) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such

moneys by AGM, with the same force and effect as if the Commission had specifically designated such extra sums to be so applied and AGM had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to AGM shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to AGM on account of principal due, the coverage under the Series 2003 Supplemental Reserve Policy will be increased by a like amount, subject to the terms of the Series 2003 Supplemental Reserve Policy. The obligation to pay Policy Costs shall be secured by a valid lien on all revenues and other collateral pledged as security for the Series 2003 Bonds (subject only to the priority of payment provisions set forth under the Authorizing Document).

All cash and investments in the debt service reserve fund established for the Series 2003 Bonds (the "Reserve Fund") shall be transferred to the debt service fund for payment of debt service on the Series 2003 Bonds before any drawing may be made on the Series 2003 Reserve Policy or any other credit facility credited to the Reserve Fund in lieu of cash ("Credit Facility"). Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Except for draws on the Series 2003 Ambac Reserve Policy (which draws shall be made prior to draws on the Series 2003 Supplemental Reserve Policy), draws on all Credit Facilities (including the Series 2003 Supplemental Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Reserve Fund. Payment of Policy Costs and reimbursement of amounts with respect to other Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Fund. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(d) If the Commission shall fail to pay any Policy Costs in accordance with the requirements of subparagraph (a) hereof, AGM shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Resolution other than (i) acceleration of the maturity of the Series 2003 Bonds or (ii) remedies which would adversely affect owners of the Series 2003 Bonds.

(e) The Resolution shall not be discharged until all Policy Costs owing to AGM shall have been paid in full. The Commission's obligation to pay such amounts shall expressly survive payment in full of the Series 2003 Bonds.

(f) The Commission shall include any Policy Costs then due and owing AGM in the calculation of the additional bonds test and the rate covenant in the Authorizing Document.

(g) The Trustee shall ascertain the necessity for a claim upon the Series 2003 Supplemental Reserve Policy in accordance with the provisions of subparagraph (a) hereof and to provide notice to AGM in accordance with the terms of the Series 2003 Supplemental Reserve Policy at least five business days prior to each date upon which interest or principal is due on the Series 2003 Bonds. Where deposits are required to be made by the Commission with the Trustee to the debt service fund for the Bonds more often than semiannually, the Trustee shall be instructed to give notice to AGM of any failure of the Commission to make timely payment in full of such deposits within two business days of the date due.

(h) Any provision of the Bond Resolution expressly recognizing or granting rights in or to the Supplemental Reserve Fund Insurance Policy Provider may not be amended in any manner which affects the rights of the Supplemental Reserve Fund Insurance Policy Provider under the Bond Resolution without the prior written consent of the Supplemental Reserve Fund Insurance Policy Provider.

SECTION 8. Execution of Documents by the Commission. The Chairman, Vice Chairman and/or Secretary of the Commission, acting individually or otherwise, are hereby further authorized, empowered and directed for, on behalf of, and in the name of the Commission to execute and deliver any and all additional instruments, documents and certificates in addition to the documents set forth above which may be required by or provided for in this Resolution, and insurance agreements with the Bond Insurer (including without limitation agreements relating to the Bond Insurance Policy, the Series 2013 Reserve Policy and the Series 2003 Supplemental Reserve Policy). The signatures of the said Chairman, Vice Chairman or Secretary upon such instruments, documents and certificates are deemed to be conclusive evidence of their due exercise of the authority vested in them hereunder.

This resolution having been submitted to a vote, the vote thereon was as follows:

<u>Member</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstaining</u>
Lawrence M. Rase	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Michael Lorino, Jr.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Stephen G. Romig	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Tommy Cvitanovich	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Anthony V. Ligi, Jr.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

This Resolution was declared adopted this 4th day of September, 2013.

 /s/ Anthony V. Ligi, Jr.
Assistant Secretary

 /s/ Lawrence M. Rase
Chairman