
New York City Housing Development Corporation

Amended and Restated
Multi-Family Mortgage Revenue Bonds
(245 East 124th Street)
Bond Resolution

Adopted: _____

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Amended and Restated
Multi-Family Mortgage Revenue Bonds
(245 East 124th Street)
Bond Resolution

WHEREAS, the New York City Housing Development Corporation (the "Corporation") has adopted the Multi-Family Mortgage Revenue Bonds (245 East 124th Street) Bond Resolution (the "Original Resolution"), authorizing the issuance, from time to time, of its Multi-Family Mortgage Revenue Bonds (245 East 124th Street) for the purpose of providing funds to finance a portion of the Project (as defined in the Original Resolution) and to pay certain costs related thereto;

WHEREAS, the Corporation, on November 6, 2008, issued its Multi-Family Mortgage Revenue Bonds (245 East 124th Street), 2008 Series A (the "2008 Bonds") pursuant to the Original Resolution; and

WHEREAS, the Corporation is adopting this Amended and Restated Multi-Family Mortgage Revenue Bonds (245 East 124th Street) Bond Resolution for the purpose of amending the Original Resolution in connection with the remarketing of the 2008 Bonds and restating the Original Resolution as so amended;

NOW THEREFORE, BE IT RESOLVED by the Members of the New York City Housing Development Corporation that the Original Resolution is amended and restated as follows:

ARTICLE I

SHORT TITLE, DEFINITIONS, INTERPRETATION

Section 1.1. Short Title. This resolution may hereafter be cited by the Corporation and is hereinafter sometimes referred to as the "Resolution".

Section 1.2. Definitions. In this Resolution, unless the context otherwise requires, the following words and terms shall have the following meanings:

"Account" means one of the special accounts (other than the Rebate Fund) created and established pursuant to this Resolution, including the Principal Reserve Fund.

"Accountant" means such reputable and experienced independent certified public accountant or firm of independent certified public accountants as may be selected by the Corporation and satisfactory to the Trustee and may be the accountant or firm of accountants who regularly audit the books and accounts of the Corporation.

"Act" means the New York City Housing Development Corporation Act, Article XII of the Private Housing Finance Law (Chapter 44-b of the Consolidated Laws of the State of New York), as amended.

“Act of Bankruptcy” means the filing of a petition in bankruptcy (or other commencement of a bankruptcy or similar proceeding) by or against the Mortgagor, any manager or managing member of the Mortgagor, the Corporation or the Credit Facility Provider, as and if applicable, under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

“Additional Bonds” means Bonds, other than the 2008 Bonds, authorized pursuant to Section 2.8 hereof.

“Administrative Fee” means the administrative fee of the Corporation in the aggregate amount set forth in the Commitment, plus the amount specified in a Supplemental Resolution in connection with the issuance of Additional Bonds.

“Alternate Security” means any instrument in effect and purpose similar to the Initial Credit Facility, including, but not limited to, a letter of credit, guaranty, standby loan commitment, bond or mortgage insurance policy, standby purchase agreement, credit enhancement agreement, collateral agreement or surety bond, mortgage-backed security or other credit or liquidity facility issued by a financial institution, including, without limitation, Freddie Mac, or any combination thereof, (i) approved by the Corporation and delivered to the Trustee for the benefit of the owners of the Bonds (except that a mortgage insurance policy may be delivered to the Corporation), (ii) replacing any existing Credit Facility, (iii) dated as of a date not later than the expiration date of the Credit Facility for which the same is to be substituted, if a Credit Facility is then in effect, (iv) which shall expire not earlier than a date which is fifteen (15) days after an Interest Payment Date for the Bonds, and (v) issued on substantially similar terms and conditions with respect to the rights of the owners of the Bonds (including, but not limited to, the Mandatory Purchase Provision) as the then existing Credit Facility, provided that (a) the stated amount of the Alternate Security shall equal the sum of (x) the aggregate principal amount of Bonds at the time Outstanding, plus (y) the Interest Requirement, and (b) if said Alternate Security is to be in effect during a Weekly Rate Period, it must provide for payment of the Purchase Price upon the exercise by any Bond owner of the applicable Demand Purchase Option. Notwithstanding the foregoing, a direct pay letter of credit provided by the Construction Lender in accordance with the provisions of Section 3.1 of the Construction Phase Financing Agreement shall also constitute an Alternate Security.

“Assignment” means the Assignment and Intercreditor Agreement, with respect to, among other things, the Mortgage Loan, by the Corporation to the Trustee and the Credit Facility Provider, and acknowledged and agreed to by the Mortgagor, as the same may be amended or supplemented from time to time.

“Authorized Newspaper” means a newspaper or financial journal, printed in the English language and customarily published (except in the case of legal holidays) at least once a day for at least five (5) days in each calendar week, which is of general circulation in the Borough of Manhattan, City and State of New York.

“Authorized Officer” means (a) when used with respect to the Corporation, the Chairperson, Vice-Chairperson, President, any Executive Vice President or any Senior Vice President of the Corporation and, in the case of any act to be performed or duty to be discharged,

any other member, officer or employee of the Corporation then authorized to perform such act or discharge such duty; (b) when used with respect to the Mortgagor, any manager or managing member of the Mortgagor then authorized to act for the Mortgagor and, in the case of any act to be performed or duty to be discharged, any other officer or employee of the Mortgagor then authorized to perform such act or discharge such duty; (c) when used with respect to the Credit Facility Provider, any officer or employee of the Credit Facility Provider then authorized to perform such act or discharge such duty; and (d) when used with respect to the Trustee, any Vice President or corporate trust administrator of the Trustee then authorized to act for the Trustee, and in the case of any act to be performed or duty to be discharged, any other officer or employee of the Trustee then authorized to perform such act or discharge such duty.

“Available Moneys” means, during the term of any Credit Facility, (i) moneys provided under such Credit Facility, or (ii) moneys deposited into the Accounts established under the Resolution or moneys deposited directly by the Mortgagor with the Trustee, which moneys, in either case, have been on deposit with the Trustee for at least 365 days during and prior to which no Act of Bankruptcy with respect to the Mortgagor, any manager or managing member of the Mortgagor or the Corporation shall have occurred; provided, however, that if the Trustee shall have received a written opinion of nationally recognized counsel experienced in bankruptcy matters and acceptable to the Trustee to the effect that payments made to Bond owners with moneys on deposit with the Trustee for a number of days less than that set forth above during which no Act of Bankruptcy with respect to the Mortgagor, any manager or managing member of the Mortgagor or the Corporation shall have occurred would not constitute an avoidable preference under Section 547 of the Bankruptcy Reform Act of 1978, as amended, or would not be subject to an automatic stay under Section 362 of the Bankruptcy Reform Act of 1978, as amended, or would not be considered part of the estate of the depositor under Section 541 of the Bankruptcy Reform Act of 1978, as amended, then the number of days specified in such opinion shall be substituted for the 365 days in this definition, or (iii) the proceeds from investment of moneys qualifying as Available Moneys under clause (i) or (ii) above, or (iv) the proceeds of Additional Bonds; provided, however, that with respect to the proceeds of Additional Bonds, the Trustee shall have received a written opinion of nationally recognized counsel experienced in bankruptcy matters and acceptable to the Trustee to the effect that payments made to Bond owners with such proceeds would not constitute an avoidable preference under Section 547 of the Bankruptcy Reform Act of 1978, as amended, or would not be subject to an automatic stay under Section 362 of the Bankruptcy Reform Act of 1978, as amended, or would not be considered part of the estate of the depositor under Section 541 of the Bankruptcy Reform Act of 1978, as amended, in the event of an Act of Bankruptcy of the Mortgagor, any manager or managing member of the Mortgagor or the Corporation. Notwithstanding the foregoing, (a) when used with respect to amounts due in respect of Purchased Bonds, the term “Available Moneys” shall mean any amounts held by the Trustee and the proceeds of the investment thereof, except for moneys provided under a Credit Facility and (b) during any period in which no Credit Facility is in effect, “Available Moneys” shall mean any moneys.

“Beneficial Owner” means, whenever used with respect to a 2008 Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person’s subrogee.

“Bond” means one of the bonds to be authenticated and delivered pursuant to this Resolution.

“Bond Counsel to the Corporation” means an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal, state and public agency financing, selected by the Corporation after consultation with the Credit Facility Provider, and satisfactory to the Trustee.

“Bond Counsel’s Opinion” means an opinion signed by Bond Counsel to the Corporation.

“Bond owner” or “owner” or “Bondholder” or “holder” or words of similar import, when used with reference to a Bond, means any person who shall be the registered owner of any Outstanding Bond.

“Bond Proceeds Account” means the Bond Proceeds Account established pursuant to this Resolution.

“Bond Year” means a twelve-month period ending on the anniversary of the date of issuance of a Series of Bonds in any year.

“Business Day” means any day other than (a) a Saturday, (b) a Sunday, (c) a day on which the Federal Reserve Bank of New York (or other agent acting as the Credit Facility Provider’s fiscal agent identified to the Trustee) is authorized or obligated by law or executive order to remain closed, (d) a day on which the permanent home office of the Credit Facility Provider is closed, (e) a day on which (i) banking institutions in the City of New York or in the city in which the Principal Office of the Trustee, the Tender Agent or the Remarketing Agent is located are authorized or obligated by law or executive order to be closed or (ii) the New York Stock Exchange is authorized or obligated by law or executive order to be closed, or (f) so long as any Series of Bonds is held in book-entry form, a day on which DTC is closed.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor of DTC with respect to the 2008 Bonds.

“Certificate” means (a) a signed document either attesting to or acknowledging the circumstances, representations or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Resolution or (b) the report of an accountant as to audit or other procedures called for by this Resolution.

“Change Date” means with respect to the 2008 Bonds, (i) an Interest Method Change Date or (ii) a Facility Change Date or (iii) a date specified by the Credit Facility Provider pursuant to the provisions of Section 10.2(A)(8) for carrying out a purchase of 2008 Bonds pursuant to Section 701 of Appendix A hereto or (iv) a date specified by the Corporation pursuant to the provisions of Section 106 of Appendix A hereto for carrying out a purchase of 2008 Bonds pursuant to Section 701 of Appendix A hereto or (v) a Discretionary Tender Date.

“City” means The City of New York, a municipal corporation organized and existing under and pursuant to the laws of the State.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commitment” means the Financing Commitment and Agreement dated as of September 26, 2008, between the Corporation and the Mortgagor, as the same may be amended or supplemented from time to time.

“Construction Lender” means JPMorgan Chase Bank, N.A., a national banking association, and its successors in such capacity pursuant to the Construction Phase Financing Agreement.

“Construction Loan Administrator” means the party performing the functions of construction loan administrator pursuant to the Construction Phase Financing Agreement.

“Construction Phase Credit Documents” shall have the meaning set forth in the Credit Agreement.

“Construction Phase Credit Facility” shall have the meaning set forth in the Credit Agreement.

“Construction Phase Financing Agreement” means the Construction Phase Financing Agreement dated as of November 1, 2008 by and between Freddie Mac and JPMorgan Chase Bank, N. A.

“Corporation” means the New York City Housing Development Corporation, or any body, agency or instrumentality of the State which shall hereafter succeed to the powers, duties and functions of the Corporation.

“Costs of Issuance” means all items of expense, directly or indirectly payable or reimbursable by or to the Corporation and related to the authorization, sale and issuance of Bonds, including but not limited to underwriting discount or fee, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of the Trustee and the Credit Facility Provider, legal fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, the financing fee of the Corporation, and any other cost, charge or fee in connection with the original issuance of Bonds.

“Credit Agreement” means, with respect to the Initial Credit Facility, the Reimbursement and Security Agreement, dated as of November 1, 2008, between the Initial Credit Facility Provider and the Mortgagor, as the same may be amended or supplemented from time to time, and with respect to any Alternate Security, the agreement between the Mortgagor and the Credit Facility Provider issuing such Alternate Security providing for the issuance of such Alternate Security.

“Credit Facility” means the Initial Credit Facility or Alternate Security, as the case may be, then providing for the timely payment of the principal of and interest on and Purchase Price, if applicable, of the Bonds.

“Credit Facility Payments” means amounts obtained under a Credit Facility with respect to the Bonds.

“Credit Facility Payments Sub-Account” means the Credit Facility Payments Sub-Account established pursuant to this Resolution.

“Credit Facility Provider” means, so long as the Initial Credit Facility is in effect, the Initial Credit Facility Provider and, so long as an Alternate Security is in effect, the issuer of or obligor under such Alternate Security.

“Debt Service” means, with respect to any particular Bond Year, an amount equal to the sum of (i) all interest payable on Outstanding Bonds during such Bond Year, plus (ii) any Principal Installment of such Bonds payable during such Bond Year.

“Demand Purchase Option” means, during a Weekly Rate Period, the provision of the 2008 Bonds for purchase of any 2008 Bond upon the demand of the owner thereof as described in Section 702 of Appendix A hereto.

“Discretionary Tender Date” means a date, specified by the Corporation (with the prior written consent of the Credit Facility Provider and the Mortgagor) in a written notice delivered to the Trustee, upon which all of the 2008 Bonds shall be subject to mandatory tender at the Purchase Price pursuant to Section 701 of Appendix A hereto (which date shall not be earlier than fifteen (15) days following receipt by the Trustee of such written notice); provided that a Discretionary Tender Date (i) during a Term Rate Term shorter than ten (10) years may only occur on an Interest Adjustment Date, and (ii) during a Term Rate Term of ten (10) years or longer may only occur on a Business Day on or after the first Business Day of the [one hundred seventeenth (117th)] month after the month in which the Term Rate Start Date occurs.

“DTC” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors or assigns.

“Escrow Payments” means and includes all amounts whether paid directly to the Corporation, to its assignee of the Mortgage Loan, or to the Servicer representing payments to obtain or maintain mortgage insurance or any subsidy with respect to the Mortgage Loan or the mortgaged premises or payments in connection with real estate taxes, assessments, water charges, sewer rents, fire or other insurance, replacement or operating reserves or other like payments in connection therewith.

“Event of Default” means any of the events specified in Section 10.1 as an Event of Default.

“Event of Termination” means the event specified in Section 10.1 as an Event of Termination.

“Facility Change Date” means (i) any date on which a new Credit Facility replaces the prior Credit Facility, or (ii) two (2) Business Days before any date on which the Credit Facility terminates or expires and is not extended or replaced by a new Credit Facility.

“Fixed Rate” means the rate or rates of interest on the 2008 Bonds described in Section 601 of Appendix A hereto.

“Fixed Rate Change” means a change in the method of determining the interest rate on the 2008 Bonds as described in Section 601 of Appendix A hereto, with the effect that after such change the 2008 Bonds shall bear interest at the Fixed Rate.

“Fixed Rate Conversion Date” shall have the meaning set forth in Section 601(A) of Appendix A hereto.

“Fixed Rate Period” means the period of time, if any, during which the 2008 Bonds bear interest at the Fixed Rate.

“Freddie Mac” means the Federal Home Loan Mortgage Corporation, a shareholder-owned government-sponsored enterprise organized and existing under the laws of the United States, and its successors and assigns.

“Government Obligations” means (i) direct and general obligations of or obligations guaranteed by the United States of America, including, but not limited to, United States Treasury Obligations, Separate Trading of Registered Interest and Principal of Securities (STRIPS) and Coupons Under Book-Entry Safekeeping (CUBES), provided the underlying United States Treasury Obligation is not callable prior to maturity, and (ii) obligations of the Resolution Funding Corporation, including, but not limited to, obligations of the Resolution Funding Corporation stripped by the Federal Reserve Bank of New York.

“Initial Credit Facility” means the Credit Enhancement Agreement, dated as of November 1, 2008, by and between the Initial Credit Facility Provider and the Trustee, as the same may be amended, modified or supplemented from time to time.

“Initial Credit Facility Provider” means Freddie Mac.

“Interest Adjustment Date” means each date on which a new Term Rate Term begins as provided in Section 501(D) of Appendix A hereto.

“Interest Method Change Date” means any date on which the method of determining the interest rate on the 2008 Bonds changes or which is an Interest Adjustment Date pursuant to Section 501(D) of Appendix A hereto, as established by the terms and provisions of Appendix A hereto; provided that, notwithstanding anything to the contrary contained in this Resolution, an Interest Method Change Date (i) may only occur on an Interest Payment Date during any Weekly Rate Period, or if such day is not a Business Day, the next succeeding Business Day, (ii) during a Term Rate Term shorter than ten (10) years may only occur on an Interest Adjustment Date, and (iii) during a Term Rate Term of ten (10) years or longer may only occur on a Business Day on or after the first Business Day of the [one hundred seventeenth (117th)] month after the month in which the Term Rate Start Date occurs.

“Interest Payment Date” means any date upon which interest on the Bonds is due and payable in accordance with their terms.

“Interest Requirement” means (a) during the Weekly Rate Period, 35 days’ interest on the Bonds at the Maximum Rate on the basis of a 365- or 366-day year for the actual number of days elapsed, and (b) during a Term Rate Period or the Fixed Rate Period, 189 days’ interest on the Bonds at, respectively, the Term Rate or the Fixed Rate, as the case may be, on the basis of a 360-day year of twelve (12) 30-day months or, in the case of either (a) or (b), such other number of days as may be permitted or required by the Rating Agency.

“Investment Securities” means and includes any of the following obligations, to the extent the same are at the time legal for investment of funds of the Corporation under the Act, including the amendments thereto hereafter made, or under other applicable law:

- (A) So long as the Initial Credit Facility is in effect,
 - (a) direct and general obligations of the United States of America;
 - (b) obligations of any agency or instrumentality of the United States of America the payment of the principal of and interest on which are unconditionally guaranteed by the full faith and credit of the United States of America;
 - (c) senior debt obligations of Freddie Mac;
 - (d) senior debt obligations of the Federal National Mortgage Association;
 - (e) demand deposits or time deposits with, or certificates of deposit issued by, the Trustee or its affiliates or any bank organized under the laws of the United States or any state or the District of Columbia which has combined capital, surplus and undivided profits of not less than \$50,000,000; provided that the Trustee or such other institution has been rated at least P-1 by Moody’s which deposits or certificates are fully insured by the Federal Deposit Insurance Corporation;
 - (f) investment agreements with Freddie Mac or a bank or any insurance company or other financial institution which has a rating assigned by the Rating Agency to its outstanding long-term unsecured debt which is the highest rating (as defined below) for long-term unsecured debt obligations assigned by the Rating Agency, and which are approved by the Initial Credit Facility Provider; or
 - (g) shares or units in any money market mutual fund (including mutual funds of the Trustee or its affiliates) registered under the Investment Company Act of 1940, as amended, whose investment portfolio consists solely of direct obligations of the United States government, and which fund has been rated Aaa or the equivalent by the Rating Agency. For purposes of this definition, the “highest rating” shall mean a rating of at least P-1 or the equivalent for obligations with less than one (1) year maturity; at least Aa2/P-1 or the equivalent for obligations with a maturity of one (1) year or greater but less than three (3) years; and at least Aaa or the equivalent for obligations with a maturity of three (3) years or greater. Investment Securities must be limited to instruments that have a predetermined fixed-dollar amount of principal due at maturity that cannot vary or change and interest, if tied to an index, shall be tied to a single interest rate index plus a single fixed spread, if any, and move proportionately with such index.

(B) So long as the Initial Credit Facility is not in effect,

(a) Government Obligations;

(b) any bond, debenture, note, participation certificate or other similar obligation issued by any one or combination of the following agencies: Government National Mortgage Association, Federal Land Banks, Federal Home Loan Banks, Federal Intermediate Credit Banks, Federal Farm Credit System Banks Consolidated Obligations, Banks for Cooperatives, Tennessee Valley Authority, Washington Metropolitan Area Transportation Authority, United States Postal Service, Farmers' Home Administration and Export-Import Bank of the United States;

(c) any bond, debenture, note, participation certificate or other similar obligation issued by any Federal agency and backed by the full faith and credit of the United States of America;

(d) any other obligation of the United States of America or any Federal agencies which may be purchased by New York State Savings Banks;

(e) deposits in interest-bearing time or demand deposits, certificates of deposit or other similar banking arrangements (i) secured by any of the obligations described above, or (ii) fully insured by the Federal Deposit Insurance Corporation, or (iii) made with banking institutions, or their parents which either (a) have unsecured debt rated in one of the three highest rating categories of a nationally recognized rating service or (b) are deemed by a nationally recognized rating service to be an institution rated in one of the three highest rating categories of such rating service;

(f) any participation certificate of the Federal Home Loan Mortgage Corporation and any mortgage-backed securities of the Federal National Mortgage Association;

(g) short-term corporate obligations, known as Commercial Paper, with a maturity of up to ninety (90) days which are issued by corporations that are deemed by a nationally recognized rating service to be in the highest rating category of such rating service;

(h) obligations of the City and State of New York;

(i) obligations of the New York City Municipal Water Finance Authority;

(j) obligations, the principal and interest of which, are guaranteed by the City or State of New York;

(k) obligations in which the Comptroller of the State of New York is authorized to invest in as specified in Section 98 of the State Finance Law, as amended from time to time; and

(l) any other investment permitted under the Corporation's investment guidelines adopted August 14, 1984, as amended from time to time.

"Letter of Representations" means the Blanket Issuer Letter of Representations, dated April 26, 1996, from the Corporation to DTC, applicable to the 2008 Bonds.

"Loan Agreement" means the Construction and Project Loan Agreement dated as of the date of initial issuance of the 2008 Bonds, by and between the Corporation and the Mortgagor, with respect to the Mortgage Loan, as the same may be amended or supplemented from time to time.

"Mandatory Purchase Provision" means the purchase provision described in Section 701 of Appendix A hereto.

"Maximum Rate" means twelve percent (12%) per annum or such higher rate, not to exceed fifteen percent (15%) as may be established in accordance with the provisions of Section 101 of Appendix A hereto.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, if such successors and assigns shall continue to perform the functions of a securities rating agency.

"Mortgage" means the Multifamily Mortgage, Assignment of Rents and Security Agreement (together with all riders) securing the Mortgage Note, dated as of the date of initial issuance of the 2008 Bonds, executed by the Mortgagor with respect to the Project in favor of the Corporation, and assigned by the Corporation to the Trustee and the Initial Credit Facility Provider, as their interests may appear, as the same may be amended, modified or supplemented from time to time.

"Mortgage Documents" means, collectively, (a) the Mortgage, (b) the Mortgage Note and (c) all other documents evidencing, securing or otherwise relating to the Mortgage Loan, other than the Loan Agreement.

"Mortgage Loan" means the interest-bearing loan, evidenced by the Mortgage Note and secured by the Mortgage, made by the Corporation to the Mortgagor for purposes of financing the Project.

"Mortgage Note" means the Multifamily Note (together with all addenda to the Multifamily Note), evidencing the Mortgage Loan, dated as of the date of initial issuance of the 2008 Bonds, executed by the Mortgagor in favor of the Corporation with respect to the Project, as the same may be amended, modified or supplemented from time to time.

"Mortgagor" means East 124th Street LLC, a limited liability company organized and existing under and by virtue of the laws of the State of New York, which is the mortgagor with respect to the Mortgage Loan, and its successors and permitted transferees as owner of the Project.

“Mortgagor Tax Certification” means (a) with respect to the 2008 Bonds, the tax certification of the Mortgagor dated the date of initial issuance of the 2008 Bonds, and (b) with respect to Additional Bonds to which the covenants of Section 7.9 of this Resolution are applicable, the tax certification of the Mortgagor delivered to the Corporation and Bond Counsel to the Corporation in connection with the issuance of such Series of Bonds.

“Non-Bond Mortgage” means, collectively, the mortgage or mortgages or other instruments securing the loan made by the Corporation to the Mortgagor on the date of issuance of the 2008 Bonds with funds other than the proceeds of the 2008 Bonds for the development of the Project.

“Notice of Prepayment of the Mortgage Loan in Full” means the notice delivered to the Trustee by the Corporation pursuant to the provisions of Section 106 of Appendix A hereto with respect to the Mortgagor’s election to prepay, in full, the Mortgage Loan during any Weekly Rate Period.

“Outstanding”, when used with reference to Bonds, means, as of any date, all Bonds theretofore or thereupon being authenticated and delivered under the Resolution except:

(1) any Bond cancelled by the Trustee or delivered to the Trustee for cancellation at or prior to such date;

(2) any Bond (or portion of a Bond) for the payment or redemption of which there have been separately set aside and held in a redemption account thereunder, except during a Weekly Rate Period, either:

(a) Available Moneys in an amount sufficient to effect payment of the principal or applicable Redemption Price thereof, together with accrued interest on such Bond (at the Term Rate or the Fixed Rate during a Term Rate Period or the Fixed Rate Period, respectively) to the payment date or Redemption Date, which payment date or Redemption Date shall be specified in irrevocable instructions to the Trustee to apply such moneys to such payment or redemption on the date so specified; or

(b) obligations, as described in Section 12.1(B), in such principal amounts, of such maturities, bearing such interest and otherwise having such terms and qualifications as shall be necessary to provide moneys in an amount sufficient to effect payment of the principal or applicable Redemption Price of such Bond, together with accrued interest on such Bond (at the Term Rate or the Fixed Rate during a Term Rate Period or the Fixed Rate Period, respectively) to the payment date or Redemption Date, which payment date or Redemption Date shall be specified in irrevocable instructions to the Trustee to apply such moneys to such payment or redemption on the date so specified; or

(c) any combination of (a) and (b) above;

(3) any Bond in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article III, Section 6.6 or Section 9.6; and

(4) any Bond deemed to have been paid as provided in subsection (B) of Section 12.1.

“Participants” means those broker-dealers, banks and other financial institutions for which DTC holds the 2008 Bonds as securities depository.

“Permitted Encumbrances” means such liens, encumbrances, declarations, reservations, easements, rights-of-way and other clouds on title as do not materially impair the use or value of the premises for the intended purpose.

“Pledge Agreement” means, with respect to the Initial Credit Facility Provider and the Initial Credit Facility, the Pledge, Security and Custody Agreement, dated as of November 1, 2008, between the Mortgagor and the Trustee, as custodian and collateral agent for the Initial Credit Facility Provider, and with respect to any other Credit Facility Provider providing an Alternate Security and such Alternate Security, any agreement between the Mortgagor and the Credit Facility Provider or the Trustee pursuant to which the Mortgagor agrees to pledge 2008 Bonds to the Credit Facility Provider in connection with the provision of moneys under such Alternate Security, in each case, as the same may be amended, modified or supplemented from time to time.

“Pledged Receipts” means (i) the scheduled or other payments required by the Mortgage Loan and paid to or to be paid to the Corporation from any source, including both timely and delinquent payments, (ii) accrued interest, if any, received upon the initial issuance of the Bonds and (iii) all income earned or gain realized in excess of losses suffered on any investment or deposit of moneys in the Accounts established and maintained pursuant to the Resolution, but shall not mean or include amounts required to be deposited into the Rebate Fund, Recoveries of Principal, any Escrow Payments, late charges or any amount entitled to be retained by the Servicer (which may include the Corporation), as administrative, financing, extension or settlement fees of the Servicer or the Credit Facility Provider.

“Pre-Conversion Loan Equalization Payment” shall have the meaning set forth in the Credit Agreement.

“Principal Installment” means, as of any date of calculation, (i) the aggregate principal amount of Outstanding Bonds due on a certain future date, reduced by the aggregate principal amount of such Bonds which would be retired by reason of the payment when due and application in accordance with this Resolution of Sinking Fund Payments payable before such future date plus (ii) the unsatisfied balance, determined as provided in subsection 5.4(E), of any Sinking Fund Payments due on such certain future date, together with the aggregate amount of the premiums, if any, applicable on such future date upon the redemption of such Bonds by application of such Sinking Fund Payments in a principal amount equal to said unsatisfied balance.

“Principal Office”, when used with respect to the Trustee means The Bank of New York Mellon, 240 Greenwich Street, Floor 7E, New York, New York 10286, Attention: New York Municipal Finance Unit, and when used with respect to the Tender Agent shall mean the same address as that of the Trustee or the address of any successor Tender Agent appointed

in accordance with the terms of this Resolution, and when used with respect to the Remarketing Agent means Merrill Lynch, Pierce, Fenner & Smith Incorporated, 4 World Financial Center, 9th Floor, New York, New York 10080, and when used with respect to the Credit Facility Provider means Federal Home Loan Mortgage Corporation, 8100 Jones Branch Drive, McLean, Virginia 22102, or such other offices designated to the Corporation in writing by the Trustee, Tender Agent or Remarketing Agent or Credit Facility Provider, as the case may be.

“Principal Reserve Amount” means \$8,000,000 (or such other amount as shall be specified in writing by the Credit Facility Provider and filed with the Corporation and the Trustee); provided that such other amount shall only constitute the Principal Reserve Amount if there shall also be filed with the Corporation and the Trustee a Bond Counsel’s Opinion to the effect that such change in the Principal Reserve Amount hereunder will not adversely affect the exclusion from gross income for Federal income tax purposes of interest on any Bonds to which the covenants of Section 7.9 hereof apply.

“Principal Reserve Fund” means the Principal Reserve Fund established pursuant to this Resolution.

“Project” means the multi-family rental housing development, to be located at 245 East 124th Street, in the Borough of Manhattan, City and State of New York.

“Purchased Bond” means any 2008 Bond during the period from and including the date of its purchase by the Trustee on behalf of and as agent for the Mortgagor with amounts provided by the Credit Facility Provider under the Credit Facility, to, but excluding, the date on which such 2008 Bond is remarketed to any person other than the Credit Facility Provider, the Mortgagor, any member of the Mortgagor or the Corporation.

“Purchase Price” means an amount equal to one hundred percent (100%) of the principal amount of any 2008 Bond plus accrued and unpaid interest thereon to the date of purchase.

“Rating Agency” means each national rating agency which had originally rated the Bonds at the request of the Corporation and is then maintaining a rating on the Bonds.

“Rebate Amount” means, with respect to a particular Series of Bonds to which the covenants of Section 7.9 of this Resolution are applicable, the amount, if any, required to be deposited in the Rebate Fund in order to comply with the covenant contained in Section 7.9 of this Resolution.

“Rebate Fund” means the Rebate Fund established pursuant to this Resolution.

“Record Date” means (i) during any Weekly Rate Period, the Business Day immediately preceding any Interest Payment Date, and (ii) during any Term Rate Period or the Fixed Rate Period, that day which is the fifteenth (15th) day of the calendar month preceding any Interest Payment Date.

“Recoveries of Principal” means all amounts received by the Corporation or the Trustee as or representing a recovery of the principal amount disbursed by the Trustee in

connection with the Mortgage Loan, including any premium or penalty with respect thereto, on account of (i) the advance payment of amounts to become due pursuant to the Mortgage Loan, at the option of the Mortgagor; (ii) the sale, assignment, endorsement or other disposition of the Mortgage Loan, the Mortgage, or the Mortgage Note other than any assignment pursuant to the Assignment; (iii) the acceleration of payments due under the Mortgage Loan or the remedial proceedings taken in the event of default on the Mortgage Loan or Mortgage; (iv) proceeds of any insurance award resulting from the damage or destruction of the Project which are to be applied to payment of the Mortgage Note pursuant to the Mortgage; (v) proceeds of any condemnation award resulting from the taking by condemnation (or by agreement of interested parties in lieu of condemnation) by any governmental body or by any person, firm, or corporation acting under governmental authority, of title to or any interest in or the temporary use of, the Project or any portion thereof, which proceeds are to be applied to payment of the Mortgage Note pursuant to the Mortgage; and (vi) a Pre-Conversion Loan Equalization Payment.

“Redemption Account” means the Redemption Account established pursuant to this Resolution.

“Redemption Date” means the date or dates upon which Bonds are to be called for redemption pursuant to this Resolution.

“Redemption Price” means, with respect to any Bonds, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof.

“Regulatory Agreement” means the Regulatory Agreement, dated as of the date of initial issuance of the 2008 Bonds, by and between the Corporation, the Mortgagor and New East 124th Street LLC, as the same may be amended or supplemented from time to time.

“Remarketing Agent” means, with respect to the 2008 Bonds, Merrill Lynch, Pierce, Fenner & Smith Incorporated, and its successors appointed in accordance with the terms of this Resolution.

“Remarketing Agreement” means, with respect to the 2008 Bonds, the Remarketing Agreement, dated as of the date of initial issuance of the 2008 Bonds, by and among the Mortgagor, the Corporation and the Remarketing Agent, as the same may be amended or supplemented from time to time, or any replacement thereof.

“Resolution” means this Bond Resolution and any amendments or supplements made in accordance with its terms.

“Revenue Account” means the Revenue Account established pursuant to this Resolution.

“Revenues” means the Pledged Receipts and Recoveries of Principal.

“Series” means the 2008 Bonds or any series of Additional Bonds.

“Servicer” means any person appointed to service the Mortgage Loan in accordance with Section 7.11 of this Resolution.

“Sinking Fund Payment” means, with respect to a particular Series, as of any particular date of calculation, the amount required to be paid in all events by the Corporation on a single future date for the retirement of Outstanding Bonds which mature after said future date, but does not include any amount payable by the Corporation by reason of the maturity of a Bond or by call for redemption at the election of the Corporation. Upon the initial issuance of the 2008 Bonds, no Sinking Fund Payments are being established with respect to such 2008 Bonds.

“S&P” means Standard & Poor’s Ratings Services, a Division of The McGraw Hill Companies, Inc., and its successors and assigns, if such successors and assigns shall continue to perform the functions of a securities rating agency.

“State” means the State of New York.

“Supplemental Resolution” means any resolution supplemental to or amendatory of this Resolution, adopted by the Corporation and effective in accordance with Article VIII.

“Tender Agent” means The Bank of New York Mellon, a New York banking corporation and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party, or any successor Tender Agent appointed in accordance with the terms of this Resolution.

“Tender Agent Agreement” means the agreement among the Trustee, as Trustee and Tender Agent, the Corporation, the Mortgagor and the Remarketing Agent, dated as of the date of initial issuance of the 2008 Bonds, as the same may be amended or supplemented from time to time, or any replacement thereof.

“Term Rate” means the rate of interest on the 2008 Bonds described in Section 501 of Appendix A hereto.

“Term Rate Period” means any period of time during which the 2008 Bonds bear interest at the Term Rate.

“Term Rate Start Date” shall have the meaning specified in Section 501(A) of Appendix A hereto.

“Term Rate Term” shall have the meaning specified in Section 501(D) of Appendix A hereto.

“Trustee” means the trustee designated as Trustee herein and its successor or successors and any other person at any time substituted in its place pursuant to this Resolution.

“2008 Bonds” means the Bonds authorized to be issued pursuant to Section 2.4 hereof.

“Undelivered Bonds” means, (i) with respect to the Mandatory Purchase Provision, any 2008 Bonds which have not been delivered to the Tender Agent for purchase on or prior to the applicable Change Date, or (ii) with respect to the Demand Purchase Option, any

2008 Bonds not delivered to the Tender Agent for purchase after notice of tender within the time period prescribed by this Resolution.

“Weekly Effective Rate Date” means, (i) with respect to any Weekly Rate Term in effect immediately following the issuance of and delivery of the 2008 Bonds, the date of such issuance and delivery, (ii) with respect to any Weekly Rate Term following another Weekly Rate Term, Wednesday of any week and (iii) with respect to a Weekly Rate Term that does not follow another Weekly Rate Term, the Interest Method Change Date with respect thereto.

“Weekly Rate” means the rate of interest on the 2008 Bonds described in Section 301 of Appendix A hereto.

“Weekly Rate Period” means any period of time during which the 2008 Bonds bear interest at the Weekly Rate.

“Weekly Rate Term” means with respect to any particular 2008 Bond, the period commencing on a Weekly Effective Rate Date and terminating on the earlier of the last calendar day prior to the Weekly Effective Rate Date of the following Weekly Rate Term, or the last calendar day prior to a Change Date.

“Wrongful Dishonor” means the failure of the Credit Facility Provider to honor a draw made in accordance with the terms of the Credit Facility (which draw complies with, and conforms to, the terms and conditions of the Credit Facility).

Section 1.3. Interpretation. (A) In this Resolution, unless the context otherwise requires:

(1) the terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Resolution, refer to this Resolution, and the term “heretofore” means before, and the term “hereafter” means after, the date of adoption of this Resolution;

(2) words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa;

(3) words importing persons shall include firms, limited liability companies, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(4) any headings preceding the texts of the several Articles and Sections of this Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect;

(5) if at any time there shall be one person who shall be the owner of all of the Outstanding Bonds and the consent of the Trustee shall be required under this Resolution, such consent means the consent of such person, unless such person shall have been notified and shall not have responded within a reasonable period of time;

(6) this Resolution shall be governed by and construed in accordance with the applicable laws of the State;

(7) words importing the redemption or redeeming of a Bond or the calling of a Bond for redemption do not include or connote the payment of such Bond at its stated maturity or the purchase of said Bond;

(8) the date upon which any Sinking Fund Payment is required to be paid pursuant to this Resolution and the provisions of the Bonds shall be deemed to be the date upon which such Sinking Fund Payment is payable and the Outstanding Bonds to be retired by application of such Sinking Fund Payment shall be deemed to be the Bonds entitled to such Sinking Fund Payment;

(9) whenever in this Resolution the Corporation is named or referred to, it shall and shall be deemed to include its successors and assigns whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of, and other provisions for the benefit of, the Corporation contained in this Resolution shall bind and inure to the benefit of such successors and assigns and shall bind and inure to the benefit of any officer, board, commission, authority, agency or instrumentality to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the Corporation, or of its successors or assigns, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions of this Resolution;

(10) any moneys, documents, securities, obligations or other items received by the Trustee pursuant to the terms of this Resolution shall be deemed to have been received by the Corporation;

(11) when used in this Resolution, if an action is specified to occur on a certain day, the term "day" shall mean a Business Day, unless the context requires otherwise;

(12) any publication to be made under the provisions of this Resolution in successive weeks or on successive dates may be made in each instance upon any Business Day of the week and need not be made in the same Authorized Newspaper for any or all of the successive publications but may be made in different Authorized Newspapers. If, because of the temporary or permanent suspension of the publication or general circulation of any of the Authorized Newspapers for any other reason, it is impossible or impractical to publish any notice pursuant to this Resolution in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice; and

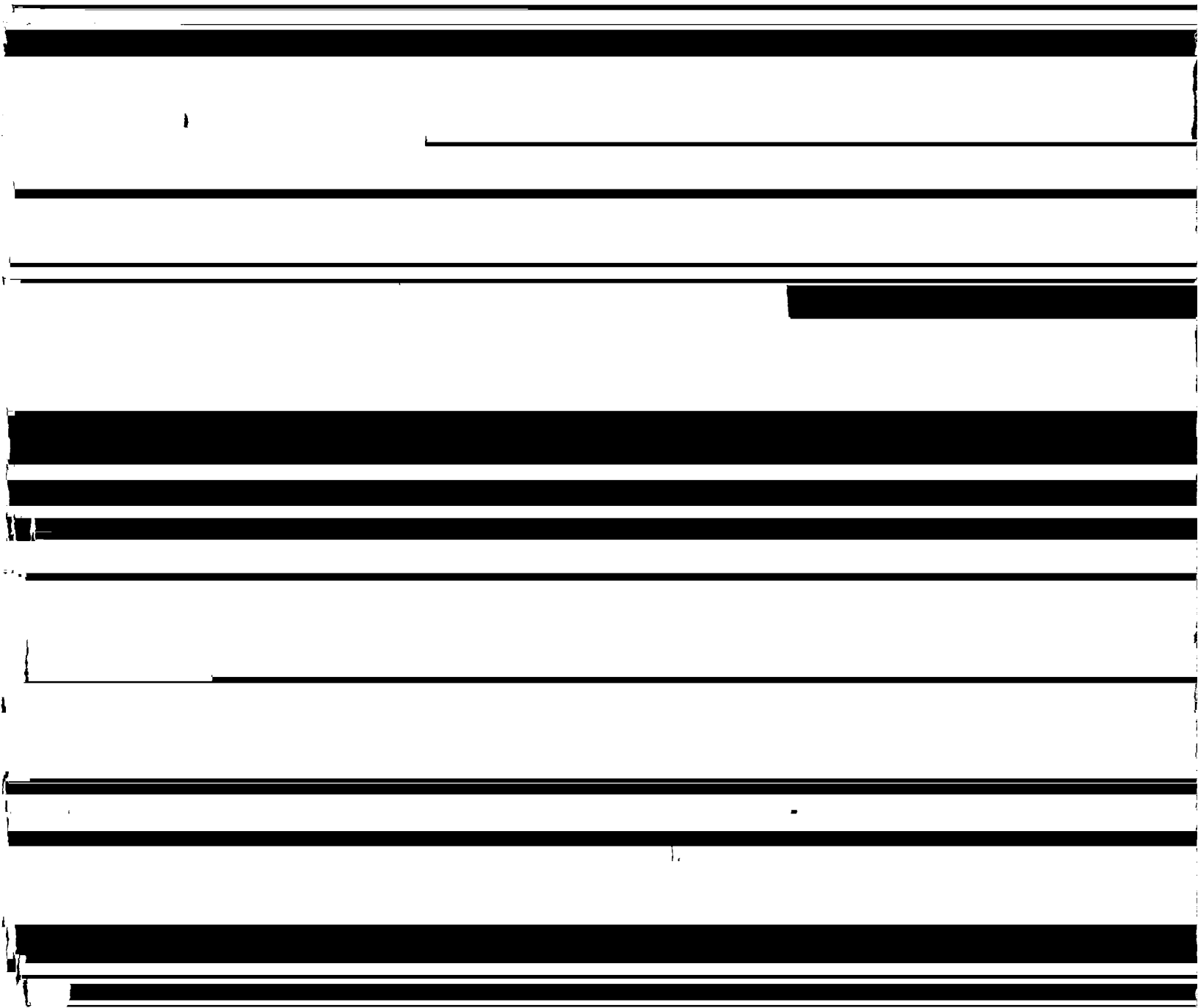
(13) with respect to a Credit Facility, the term "draw" or "drawing" shall refer to obtaining funds under such Credit Facility.

(B) Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person, other than the Corporation, the Trustee, the Mortgagor, the Credit Facility Provider, the Tender Agent and the owners of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or

stipulation hereof. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the Corporation, shall be for the sole and exclusive benefit of the Corporation, the Trustee, the Tender Agent, the Mortgagor, the Credit Facility Provider and the owners of the Bonds.

(C) If any one or more of the covenants or agreements provided herein on the part of the Corporation or the Trustee to be performed should be contrary to law, then such covenant or agreement shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Resolution or of the Bonds.

(D) All resolutions or parts of resolutions or other proceedings of the Corporation with respect to the Mortgage Loan in conflict with this Resolution are repealed insofar as such conflict exists. This provision shall not affect any actions taken by the



ARTICLE II

TERMS OF BONDS

Section 2.1. Authorization for Resolution and Bonds. This Resolution and the issuance of Bonds hereunder have been duly authorized by the Corporation and the principal amount of Bonds that may be issued hereunder is not limited except as provided herein or by law. The Corporation has ascertained and it is hereby determined and declared that the adoption of this Resolution is necessary to carry out the powers and duties expressly provided by the Act, that each and every act, matter, thing or course of conduct as to which provision is made herein is necessary or convenient in order to carry out and effectuate the purposes of the Corporation in accordance with the Act and to carry out powers expressly given in the Act, and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and are contracts or agreements necessary, useful or convenient to carry out and effectuate the purposes of the Corporation under the Act.

Section 2.2. Resolution to Constitute Contract. In consideration of the purchase and acceptance of the Bonds by those who shall own the same from time to time, the provisions of this Resolution shall be a part of the contract of the Corporation with the owners of the Bonds and shall be deemed to be and shall constitute a contract among the Corporation, the Trustee and the owners from time to time of such Bonds. The pledges and assignments made hereby and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Corporation shall be for (i) the equal benefit, protection and security of the owners of any and all of such Bonds, each of which, regardless of the time of its issue or maturity, shall be of equal rank without preference, priority or distinction over any other thereof except as expressly provided in this Resolution and (ii) the benefit of the Credit Facility Provider, as provided in Section 2.3(B) and (C).

Section 2.3. Obligation of Bonds. (A) This Resolution authorizes an issue of Bonds of the Corporation and creates a continuing pledge and lien on the Revenues and assets pledged hereunder to secure the full and final payment of the principal and Redemption Price of and interest on such Bonds, including any Sinking Fund Payments for the retirement thereof. The Bonds shall be special revenue obligations of the Corporation payable solely from the revenues and assets pledged therefor pursuant to this Resolution. In addition, the Bonds shall be payable from Credit Facility Payments. The Bonds shall contain a statement that the Bonds shall not be a debt of either the State of New York or of The City of New York and neither the State nor the City shall be liable thereon, nor shall the Bonds be payable out of any funds of the Corporation other than those of the Corporation pledged therefor. The Bonds shall also contain a statement that (i) the Bonds are not a debt of the United States of America or any agency of the United States of America, or Freddie Mac, and are not guaranteed by the full faith and credit of the United States of America or by Freddie Mac; (ii) payment of the principal of, premium, if any, or interest on the Bonds is not guaranteed by Freddie Mac; and (iii) the obligations of Freddie Mac under the Credit Enhancement Agreement are obligations solely of Freddie Mac and are not backed by the full faith and credit of the United States of America.

(B) The Revenues and all amounts held in any Account, including investments thereof, are hereby pledged to the Trustee for the benefit of (i) the Bond owners and (ii) the

Credit Facility Provider to secure (a) the payment of the principal or Redemption Price of and interest on the Bonds (including the Sinking Fund Payments for the retirement thereof), all in accordance with their terms and the provisions of this Resolution and the Assignment and (b) all obligations owed to the Credit Facility Provider under the Credit Agreement, subject only to the provisions of this Resolution and the Assignment permitting the use and application thereof for or to the purposes and on the terms and conditions herein and therein set forth, including payment to the Credit Facility Provider, as provided herein and therein. The foregoing pledge does not include amounts on deposit or required to be deposited in the Rebate Fund. To the fullest extent provided by the Act and other applicable laws, the money and property hereby pledged shall immediately be subject to the lien of such pledge without any physical delivery thereof or further act and such lien shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise, irrespective of whether such parties have notice hereof.

(C) To secure the payment of the principal or Redemption Price of and interest on the Bonds (including the Sinking Fund Payments for the retirement thereof) and in consideration of the provision by the Credit Facility Provider of the Credit Facility, the Corporation does hereby assign to the Trustee on behalf of the Bond owners and to the Credit Facility Provider, as their interests may appear and in accordance with the terms of the Assignment, all of its right, title and interest in and to the Mortgage Loan and the Mortgage Documents, except as otherwise provided in the Assignment.

Section 2.4. Authorization, Designation, Principal Amount and Purpose of Bonds. (A) In order to provide sufficient funds to finance a portion of the Project and pay certain costs related thereto, Bonds of the Corporation are hereby authorized to be issued without limitation as to amount except as may be provided by law. No Bonds shall be issued unless and until the conditions contained in Section 2.6, Section 2.9 and, if applicable, Section 2.8 are satisfied.

(B) The Corporation hereby authorizes the issuance of Multi-Family Mortgage Revenue Bonds (245 East 124th Street), 2008 Series A in the aggregate principal amount of \$40,000,000 for the purpose of making a deposit into the Bond Proceeds Account in order to finance the Mortgage Loan and pay certain costs related thereto. The Corporation is of the opinion and hereby determines that the issuance of the 2008 Bonds in the said amount is necessary to provide sufficient funds for such purpose.

(C) Unless otherwise specified in a Supplemental Resolution, the Bonds shall bear the title "Multi-Family Mortgage Revenue Bonds (245 East 124th Street)" and an appropriate Series designation.

Section 2.5. Issuance and Delivery of Bonds. After their authorization by the Corporation, Bonds may be executed by or on behalf of the Corporation and delivered to the Trustee for authentication and, upon compliance by the Corporation with the requirements of Section 2.6, Section 2.9 and, if applicable, Section 2.8, the Trustee shall thereupon authenticate and deliver such Bonds upon the order of the Corporation.

Section 2.6. Conditions Precedent to Delivery of Bonds. The Bonds shall be executed by the Corporation for issuance and delivered to the Trustee and thereupon shall be

authenticated by the Trustee and delivered upon the order of the Corporation, but only upon the receipt by the Trustee of:

(1) a copy of this Resolution and, if applicable, a Supplemental Resolution authorizing such Bonds, certified by an Authorized Officer of the Corporation, which shall specify:

- (a) the authorized principal amount and designation of such Bonds;
- (b) the purposes for which such Bonds are being issued, which shall be one or more of the following: (i) the making of deposits into the Bond Proceeds Account, (ii) the making of deposits in the amounts, if any, required or permitted by this Resolution into the Revenue Account, (iii) the refunding of Bonds or (iv) any combination of the foregoing;
- (c) the dated dates and maturity dates of such Bonds;
- (d) the interest rate or rates on such Bonds (or the manner of determining such rate or rates) and the Interest Payment Dates therefor;
- (e) the denominations of, and the manner of dating, numbering and lettering, such Bonds;
- (f) the Trustee and the places of payment of such Bonds or, subject to Article XI, the manner of appointing and designating the same;
- (g) the Redemption Prices, if any, of and, subject to the provisions of Article VI, the redemption terms for such Bonds;
- (h) the amounts and due dates of the Sinking Fund Payments, if any, for any of such Bonds;
- (i) provisions for the sale of such Bonds;
- (j) provisions concerning the forms of such Bonds, and of the Trustee's certificate of authentication; and
- (k) any other provisions deemed advisable by the Corporation as shall not conflict with the provisions hereof;

(2) a Bond Counsel's Opinion to the effect that (i) this Resolution and the Supplemental Resolution, if any, have been duly adopted by the Corporation and are in full force and effect and are valid and binding upon the Corporation and enforceable in accordance with their terms (except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency and other laws affecting creditors' rights and remedies and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law)); (ii) this Resolution and, if applicable, such Supplemental Resolution create the valid pledge and lien which it or they purport to

create of and on the Revenues and all the Accounts established hereunder and moneys and securities on deposit therein, subject to the use and application thereof for or to the purposes and on the terms and conditions permitted by this Resolution and such Supplemental Resolution; and (iii) upon the execution, authentication and delivery thereof, such Bonds will have been duly and validly authorized and issued in accordance with the laws of the State, including the Act as amended to the date of such Opinion, and in accordance with this Resolution and such Supplemental Resolution;

(3) a written order as to the delivery of such Bonds, signed by an Authorized Officer of the Corporation;

(4) the amount of the proceeds of such Bonds to be deposited with the Trustee pursuant to Section 4.1;

(5) with respect to the 2008 Bonds, the Initial Credit Facility, or if required with respect to any Additional Bonds, the Credit Facility;

(6) with respect to the 2008 Bonds, executed copies of the Assignment, the Loan Agreement, the Regulatory Agreement, the Remarketing Agreement, the Pledge Agreement, the Tender Agent Agreement, the Mortgage, the Mortgage Note, the Construction Phase Financing Agreement and the Credit Agreement, and with respect to Additional Bonds, such documents as are specified in the Supplemental Resolution authorizing same; and

(7) such further documents and moneys as are required by the provisions of Article VIII or any Supplemental Resolution adopted pursuant to Article VIII.

Section 2.7. Terms of Bonds. The 2008 Bonds shall be dated, shall mature, shall bear interest, shall be subject to redemption and purchase, and shall have such other characteristics as set forth in Appendix A hereto. Additional Bonds shall contain such terms and provisions as are specified in the Supplemental Resolution authorizing the same.

Section 2.8. Additional Bonds. (A) Additional Bonds may be issued, at the option of the Corporation, on a parity with the Bonds then Outstanding, for the purposes of (i) financing increases in the Mortgage Loan, (ii) refunding Bonds, (iii) establishing reserves for such Additional Bonds, and (iv) paying the Costs of Issuance related to such Additional Bonds. Additional Bonds shall contain such terms and provisions as are specified in the Supplemental Resolution authorizing the same. The Supplemental Resolution authorizing such Additional Bonds shall utilize, to the extent possible, Accounts established for the Outstanding Bonds.

(B) For so long as a Credit Facility shall be in effect for the 2008 Bonds, no Additional Bonds shall be issued unless such Bonds are secured by the same Credit Facility in effect for the 2008 Bonds, as such Credit Facility shall be amended, extended or replaced in connection with the issuance of such Additional Bonds; provided that the Credit Facility shall not secure Purchased Bonds.

Section 2.9. Tax Certifications. No Bonds shall be issued until the Corporation and Bond Counsel to the Corporation shall have received, in form and substance satisfactory to

them, those portions of the Mortgagor Tax Certification required to be delivered on or prior to the date of issuance of the particular Series of Bonds.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF BONDS

Section 3.1. Medium of Payment, Denominations, Maturities, Form and Date.

(A) The Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(B) During a Weekly Rate Period, all 2008 Bonds shall be in the denomination of \$100,000 or any \$5,000 increment in excess of \$100,000. During a Term Rate Period or the Fixed Rate Period, all 2008 Bonds shall be in the denomination of \$5,000 or in denominations of any whole multiple thereof. Additional Bonds shall be in such denominations as are specified by the Supplemental Resolution authorizing same.

(C) The principal of and interest on the 2008 Bonds shall be due and payable on the dates set forth in Appendix A hereto, and the principal of and interest on Additional Bonds shall be due and payable on the date or dates set forth in the Supplemental Resolution authorizing same.

(D) Bonds shall be issued solely in fully registered form, without coupons, substantially in the form set forth in (i) Appendix B hereto, in the case of the 2008 Bonds, and (ii) the Supplemental Resolution authorizing any Additional Bonds, in the case of any Additional Bonds, in each case with such necessary and appropriate variations, omissions and insertions as are permitted or required by Appendix A hereto, in the case of the 2008 Bonds, and by the Supplemental Resolution authorizing any Additional Bonds, in the case of any Additional Bonds; provided that there shall be substituted for any 2008 Bond maturing after a Change Date, a new 2008 Bond, in such form as shall be approved by the Corporation and the Trustee, containing such terms and provisions as are required by Appendix A hereto.

(E) All Bonds shall bear interest from their delivery date unless a contrary date is established in the Supplemental Resolution pursuant to which such Bonds are issued. Bonds issued subsequent to the initial delivery date shall bear interest from the later of such date or the most recent date as to which interest has been paid in full on the Bonds. All Bonds shall be dated the date of their authentication hereunder, except that unless there has been an Event of Default in payment of the Bonds, all Bonds issued during the period from the Record Date up to and including the next succeeding Interest Payment Date shall be dated as of the date of such next succeeding Interest Payment Date.

Section 3.2. Legends. The Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Resolution as may be necessary or desirable to comply with custom, or otherwise.

Section 3.3. Interchangeability of Bonds. Bonds, upon surrender thereof at the corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or such owner's duly authorized attorney, may at the option of the registered owner thereof, and upon payment by such registered owner of any charges which the Trustee may make as provided in Section 3.6, be exchanged for an equal

aggregate principal amount of Bonds of the same Series and maturity and any of the authorized denominations.

Section 3.4. Negotiability, Transfer and Registry. (A) All the Bonds issued under this Resolution shall be negotiable subject to the provisions for registration, transfer and exchange contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Corporation shall maintain and keep, at the corporate trust office of the Trustee, books for the registration, registration of transfer and exchange of Bonds. Upon presentation thereof for such purpose at said office, the Corporation shall register or cause to be registered in such books, and permit to be transferred thereon, under such reasonable regulations as it or the Trustee may prescribe, any Bonds entitled to registration or registration of transfer. So long as any of the Bonds remain Outstanding, the Corporation shall make all necessary provisions to permit the exchange of Bonds at the corporate trust office of the Trustee.

(B) On and after any Facility Change Date, the Trustee shall not permit the registration of transfer of any 2008 Bonds to any person other than the Credit Facility Provider, the Mortgagor or any member of the Mortgagor or any party controlling the Credit Facility Provider, the Mortgagor or any member or managing member of the Mortgagor until such time as the Trustee receives (i) a Credit Facility with respect to the 2008 Bonds, or (ii) notice from the Corporation of its election to provide no Credit Facility with respect to the 2008 Bonds in accordance with and subject to the provisions of Section 104 (D) of Appendix A hereto. The Corporation shall not purchase or hold any 2008 Bonds except for the purpose of presenting such Bonds to the Trustee for cancellation.

(C) Subject to the provisions of Section 704 of Appendix A hereto, the Trustee shall not permit the registration of transfer of any Purchased Bonds until such time as the Trustee receives written notice from the Credit Facility Provider that the Credit Facility has been reinstated by an amount at least equal to the sum of (x) the aggregate principal amount of Purchased Bonds to be transferred plus (y) an amount of interest on such Purchased Bonds to be transferred at least equal to the same number of days of interest (at the Maximum Rate) at the time provided for all other 2008 Bonds Outstanding. Upon receipt of any such notice from the Credit Facility Provider, the Trustee shall furnish a copy thereof to the Tender Agent.

Section 3.5. Transfer of Bonds. (A) Each Bond shall be transferable only upon the books of the Corporation, which shall be kept for such purpose at the corporate trust office of the Trustee, by the registered owner thereof in person or by such person's attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such registered owner's duly authorized attorney. Upon the registration of transfer of any such Bond, the Corporation shall issue in the name of the transferee a new fully registered Bond or Bonds of the same aggregate principal amount, maturity and Series as the surrendered Bond.

(B) The Corporation and the Trustee may deem and treat the person in whose name any Bond shall be registered upon the books of the Corporation as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if any, of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon such

registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Corporation nor the Trustee shall be affected by any notice to the contrary.

Section 3.6. Regulations With Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Corporation shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. For every such exchange or transfer of Bonds, whether temporary or definitive, the Corporation or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charges required to be paid with respect to such exchange or transfer, and, except (i) with respect to the delivery of definitive Bonds in exchange for temporary Bonds, (ii) with respect to the transfer of Purchased Bonds, or (iii) as otherwise provided herein, may charge a sum sufficient to pay the cost of preparing each new Bond issued upon such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The Corporation shall not be obliged to make any such exchange or transfer of Bonds (i) as to which the owner thereof has exercised the Demand Purchase Option from the date of such exercise until (but not including) the date designated for purchase of such Bonds, (ii) during the fifteen (15) days preceding an Interest Payment Date on such Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption; provided, however, that the foregoing clauses (ii) and (iii) shall not apply to the registration or registration of transfer of any Bond which has been tendered to the Tender Agent for purchase, and, in any such case, for purposes of selection for redemption, the Bond so tendered and the Bond issued to the transferee thereof shall be deemed and treated as the same Bond.

Section 3.7. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Corporation shall execute and the Trustee shall authenticate a new Bond of like principal amount, Series and other terms as the Bond so mutilated, destroyed, stolen or lost. In the case of a mutilated Bond, such new Bond shall be delivered only upon surrender and cancellation of such mutilated Bond. In the case of Bonds issued in lieu of and substitution for a Bond destroyed, stolen or lost, such new Bond shall be delivered only upon filing with the Trustee of evidence satisfactory to the Corporation and the Trustee that such Bond has been destroyed, stolen or lost and proof of ownership thereof and upon furnishing the Corporation and the Trustee with indemnity satisfactory to them. The person requesting the authentication and delivery of a new Bond pursuant to this Section shall comply with such other reasonable regulations as the Corporation and the Trustee may prescribe and pay such expenses as the Corporation and the Trustee may incur in connection therewith. All Bonds so surrendered to the Trustee shall be cancelled by it and evidence of such cancellation shall be given to the Corporation.

Section 3.8. Preparation of Definitive Bonds; Temporary Bonds.
(A) Definitive Bonds shall be lithographed, typewritten or printed. Until definitive Bonds are prepared, the Corporation may execute and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof and as to exchangeability, one or more temporary Bonds, substantially of the tenor of the definitive Bonds in lieu of which such temporary Bonds are issued, in any authorized denominations, and with such omissions, insertions and variations as may be

appropriate to temporary Bonds. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution.

(B) All temporary Bonds surrendered in exchange for a definitive Bond or Bonds shall be forthwith cancelled by the Trustee.

Section 3.9. Cancellation and Destruction of Bonds. All Bonds paid or redeemed, either at or before maturity, shall be delivered to the Trustee when such payment or redemption is made, and such Bonds, together with all Bonds purchased by the Trustee, shall thereupon be promptly cancelled. Bonds so cancelled may at any time be cremated or otherwise destroyed by the Trustee, who shall execute a Certificate of cremation or destruction in duplicate by the signature of one of its Authorized Officers describing the Bonds so cremated or otherwise destroyed, and one executed Certificate shall be filed with the Corporation and the other executed Certificate shall be filed with the Trustee.

Section 3.10. Execution and Authentication. (A) After their authorization hereby or pursuant to a Supplemental Resolution, Bonds may be executed by or on behalf of the Corporation and delivered to the Trustee for authentication. The Bonds shall be executed in the name and on behalf of the Corporation by the manual or facsimile signature of an Authorized Officer of the Corporation and the corporate seal of the Corporation (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon, and attested by the manual or facsimile signature of any other Authorized Officer of the Corporation, or in such other manner as may be required by law. In case any one or more of the officers or employees who shall have signed or sealed any of the Bonds shall cease to be such officer or employee before the Bonds so signed and sealed shall have been actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office or be so employed. Any Bond may be signed and sealed on behalf of the Corporation by such persons as at the actual time of the execution of such Bond shall be duly authorized or hold the proper office in or employment by the Corporation, although at the date of the Bonds such persons may not have been so authorized or have held such office or employment.

(B) The Bonds shall bear thereon a certificate of authentication, substantially in the form set forth in Appendix B hereto, executed manually by the Trustee. No Bond shall be entitled to any right or benefit under this Resolution or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any Bond executed on behalf of the Corporation shall be conclusive evidence that the Bond has been so authenticated and delivered under this Resolution and that the owner thereof is entitled to the benefits hereof. The foregoing notwithstanding, if the Tender Agent is not the Trustee, the Tender Agent shall also be authorized to exchange, transfer, authenticate and deliver Bonds, and shall inform the Trustee of any such action taken and provide for the registration of such Bonds on the books of the Corporation.

(C) In the event any 2008 Bond is deemed purchased by the Tender Agent as provided in Sections 701 or 702 of Appendix A hereto but is not physically delivered to the

Tender Agent, the Corporation shall immediately execute and the Trustee shall immediately authenticate a new Bond of like denomination as that deemed purchased.

ARTICLE IV

APPLICATION, CUSTODY AND INVESTMENT OF BOND PROCEEDS AND OTHER AMOUNTS

Section 4.1. Application of Bond Proceeds, Accrued Interest and Premium.

The proceeds of sale of a Series of Bonds shall, as soon as practicable upon the delivery of such Bonds by the Trustee, be applied as follows:

- (1) the amount, if any, received at such time as a premium above the aggregate principal amount of such Bonds shall be applied as specified in a Certificate of an Authorized Officer of the Corporation, and the amount, if any, received as accrued interest shall be deposited in the Revenue Account;
- (2) with respect to any Series issued for the purpose of refunding Bonds, the amount, if any, required to pay Costs of Issuance, as designated by an Authorized Officer of the Corporation, shall be deposited in the Bond Proceeds Account;
- (3) with respect to any Series issued for the purpose of refunding Bonds, the balance remaining after such deposits have been made as specified in (1) and (2) above shall be applied as specified in the Supplemental Resolution authorizing such Series;
- (4) with respect to the 2008 Bonds, the balance remaining after such deposits have been made as specified in (1) above shall be deposited in the Bond Proceeds Account; and
- (5) with respect to any Series (other than the 2008 Bonds) issued for a purpose other than refunding Bonds, the balance remaining after such deposits have been made shall be deposited in the Bond Proceeds Account.

Section 4.2. Financing of the Mortgage Loan; Conditions Precedent. Amounts in the Bond Proceeds Account shall not be disbursed for financing the Mortgage Loan, including either advances during construction or permanent financing thereof, as applicable, unless:

- (1) the Mortgage, the Mortgage Note, the Loan Agreement and any other document evidencing or securing the Mortgage Loan shall have been duly executed and delivered, and, in the opinion of counsel, who may be counsel to the Mortgagor, constitute valid and binding agreements between the parties thereto enforceable in accordance with their terms, except as such enforcement may be limited by operation of bankruptcy, insolvency or similar laws affecting the rights and remedies of creditors;
- (2) there shall have been filed with the Trustee, an opinion of counsel, who may be counsel to the Corporation, to the effect that the Mortgage Loan complies with all provisions of the Act and this Resolution;
- (3) the Mortgage is the subject of a policy of title insurance, in an amount not less than the amount of the unpaid principal balance of the Mortgage Loan, issued by a company or companies satisfactory to the Corporation, insuring in favor of the Trustee,

and, for so long as the Credit Facility is in effect, the Credit Facility Provider, as their interests may appear, a first mortgage lien, subject only to Permitted Encumbrances, on the real property securing the Mortgage Loan;

(4) the Project is insured against loss by fire and other hazards as required by the Corporation; such insurance shall be in an amount necessary to prevent the Corporation from becoming a co-insurer and in any event in an amount at least equal to the lesser of (i) eighty per centum (80%) of the insurable value of the Project or (ii) the unpaid principal balance of the Mortgage Loan. Such policy shall be endorsed with the standard mortgagee clause with loss payable to the Corporation or the Trustee and, for so long as the Credit Facility is in effect, the Credit Facility Provider, as their interests may appear;

(5) prior to the payment of the requisition of any portion of the final ten percent (10%) of amounts deposited in the Bond Proceeds Account from each Series to which the covenants contained in Section 7.9 are applicable, the Corporation and Bond Counsel to the Corporation shall have received, and shall notify the Trustee that they have received, a Certificate of the Mortgagor satisfactory to them that (i) the Mortgagor has complied with the Mortgagor Tax Certification delivered on or prior to the date of issuance of the applicable Series of Bonds, and (ii) the Mortgagor will be able to deliver or cause delivery of the Accountant's and Architect's Certificate for Final Draw-Down of Funds and the Developer's Certificate as to Use of Loan Proceeds (each as set forth in the Mortgagor Tax Certification) at the time of final draw-down in form and substance substantially the same as the certificates specified in the Mortgagor Tax Certification and delivered on or prior to the date of issuance of the applicable Series of Bonds; and

(6) prior to the payment of the final requisition of amounts on deposit in the Bond Proceeds Account from each Series to which the covenants contained in Section 7.9 are applicable, the Corporation and Bond Counsel to the Corporation shall have received, and shall notify the Trustee that they have received, the Accountant's and Architect's Certificate for Final Draw-Down of Funds and the Developer's Certificate as to Use of Loan Proceeds (each as set forth in the Mortgagor Tax Certification) in form and substance satisfactory to them.

Section 4.3. Deposits. (A) In order to permit amounts held by the Trustee under this Resolution to be available for use at the time when needed, any such amounts may, if and as directed in writing by the Corporation, be deposited in the corporate trust department of the Trustee which may honor checks and drafts on such deposit with the same force and effect as if it were not the Trustee. The Trustee shall allow and credit on such amounts at least such interest, if any, as it customarily allows upon similar funds of similar size and under similar conditions or as required by law.

(B) All amounts deposited by the Trustee pursuant to subsection (A) above shall be continuously and fully secured (a) by lodging with the Trustee as custodian, as collateral security, Investment Securities having a market value (exclusive of accrued interest) not less than the amount of such deposit, and (b) in such other manner as may then be required by applicable Federal or state laws and regulations regarding security for the deposit of public funds. It shall

not be necessary, unless required by applicable law, for the Trustee to give security under this Section for the deposit of any amounts to the extent that such deposit is insured by the Federal Deposit Insurance Corporation, or its successor, or which are held in trust and set aside by the Trustee for the payment of any Bonds, or for the Trustee to give security for any moneys which shall be represented by obligations or certificates of deposit (of issuers other than the Trustee) purchased as an investment of such moneys.

(C) All amounts so deposited by the Trustee shall be credited to the particular Account from which such amounts were derived.

Section 4.4. Investment of Certain Funds. (A) Subject to the right of the Corporation to direct the investment or deposit of funds hereunder, moneys in any Account shall be continuously invested and reinvested or deposited and redeposited by the Trustee in the highest yield Investment Securities that may be reasonably known to the Trustee, or deposited and redeposited as provided in Section 4.3, with a view toward maximizing yield (with proper preservation of principal) and minimizing the instances of uninvested funds. The Corporation shall consult with the Trustee from time to time as to the investment of amounts in the Accounts established or confirmed by this Resolution. The Corporation shall (except as provided below) direct the Trustee to invest and reinvest the moneys in any Account in Investment Securities so that the maturity date or date of redemption at the option of the owner thereof shall coincide as nearly as practicable with (but in no event later than) the times at which moneys are needed to be expended; provided, however, that the Corporation shall have no such right to direct the investment of moneys (i) in the Credit Facility Payments Sub-Account except in accordance with the provisions of Section 4.6, or (ii) in the Principal Reserve Fund except in accordance with the provisions of Section 5.7(F). The Investment Securities purchased shall be held by the Trustee, or for its account as Trustee, and shall be deemed at all times to be part of such Account, and the Trustee shall keep the Corporation advised as to the details of all such investments.

(B) Investment Securities purchased as an investment of moneys in any Account held by the Trustee under the provisions of this Resolution shall be deemed at all times to be a part of such Account but the income or interest earned and gains realized in excess of losses suffered by an Account due to the investment thereof shall be deposited in the Revenue Account or shall be credited as Revenues to the Revenue Account from time to time and reinvested, except as otherwise provided in Section 5.1(C) or Section 5.7(A) hereof and except for interest income representing a recovery of the premium and accrued interest, if any, included in the purchase price of any Investment Security, which shall be retained in the particular Account for which the Investment Security was purchased.

(C) To the extent permitted by law, the Trustee may commingle any amounts on deposit in the Accounts (other than the Credit Facility Payments Sub-Account) held under this Resolution for the purpose of purchasing Investment Securities. However, the Trustee shall maintain and keep separate accounts of such Accounts at all times.

(D) The Trustee shall, at the direction of the Corporation, sell at the best price obtainable, or present for redemption or exchange, any Investment Security purchased by it pursuant to this Resolution whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the Account for which such investment was made. The Trustee

shall advise the Corporation, the Credit Facility Provider and the Servicer in writing, on or before the twentieth (20th) day of each calendar month, of all investments held for the credit of each Account in its custody under the provisions of this Resolution as of the end of the preceding month.

(E) Upon receipt of written instructions from an Authorized Officer of the Corporation, the Trustee shall exchange any coin or currency of the United States of America or Investment Securities held by it pursuant to the Resolution for any other coin or currency of the United States of America or Investment Securities of like amount.

Section 4.5. Valuation and Sale of Investments. (A) In computing the amount in any Account, obligations purchased as an investment of moneys therein shall be valued at amortized value or if purchased at par value, at par.

(B) Except as otherwise provided herein, the Trustee shall sell at the best price obtainable, or present for redemption, any Investment Security whenever it shall be requested in writing by an Authorized Officer of the Corporation to do so or whenever it shall be necessary in order to provide moneys to meet any payment or transfer from any Account held by it. An Investment Security may be credited on a pro rata basis to more than one Account and need not be sold in order to provide for the transfer of amounts from one Account to another.

Section 4.6. Limit on Investment of Credit Facility Payments Sub-Account. Any other provision of this Resolution notwithstanding, amounts on deposit in the Credit Facility Payments Sub-Account, pending application, may only be invested in Government Obligations maturing or being redeemable at the option of the holder thereof in the lesser of thirty (30) days or the times at which such amounts are needed to be expended; provided that so long as the Initial Credit Facility is in effect, such Government Obligations shall consist of only direct and general obligations of the United States of America or obligations of any agency or instrumentality of the United States of America the payment of the principal of and interest on which are unconditionally guaranteed by the full faith and credit of the United States of America.

Section 4.7. Limit on Remarketing Proceeds Purchase Account. Any other provision of this Resolution notwithstanding, amounts on deposit in the Remarketing Proceeds Purchase Account, or any other funds held by or at the direction of the Tender Agent pursuant to Section 703 of Appendix A hereto, pending application, shall (i) so long as the Credit Facility is in effect, be held uninvested, and (ii) at all other times, be invested as otherwise provided in Section 703 of Appendix A hereto or the Remarketing Agreement, as the case may be.

ARTICLE V

ACCOUNTS

Section 5.1. Establishment of Accounts. (A) The Corporation hereby establishes the following special trust accounts:

- (1) Bond Proceeds Account;
- (2) Revenue Account (including the Credit Facility Payments Sub-Account therein);
- (3) Redemption Account; and
- (4) Principal Reserve Fund.

In the event provision is made for an Alternate Security with respect to the Bonds, the Trustee may establish a special trust account with an appropriate designation, and the provisions of this Resolution applicable to the Credit Facility Payments Sub-Account shall be applicable to the newly created trust account in all respects as if the newly created trust account replaced the Credit Facility Payments Sub-Account.

(B) All such Accounts shall be held and maintained by the Trustee and shall be identified by the Corporation and the Trustee according to the designations herein provided in such manner as to distinguish such Accounts from the accounts established by the Corporation for any other of its obligations. All moneys or securities held by the Trustee pursuant to this Resolution shall be held in trust and applied only in accordance with the provisions of this Resolution and the Act.

(C) Earnings on all Accounts required to be deposited into the Rebate Fund shall be deposited, at least as frequently as the end of each fifth (5th) Bond Year and at the time that the last Bond that is part of the issue is discharged, into the Rebate Fund, and earnings on all Accounts not required to be deposited into the Rebate Fund, subject to Section 5.7(A) and except for interest income representing a recovery of the premium and accrued interest, if any, included in the purchase price of any Investment Security, which shall be retained in the particular Account for which the Investment Security was purchased, shall be deposited, as realized, into the Revenue Account.

(D) There is hereby established a special trust account to be held and maintained by the Trustee and entitled the Rebate Fund, which may be further identified as the Corporation and the Trustee shall determine so as to distinguish it from the Accounts and such other accounts as the Corporation may establish. All moneys, including earnings on amounts deposited therein, deposited or to be deposited in the Rebate Fund shall be held in trust and applied only in accordance with the provisions of this Resolution and the Act.

Section 5.2. Bond Proceeds Account. (A) There shall be deposited from time to time in the Bond Proceeds Account any proceeds of the sale of Bonds representing principal

or premium or other amounts required to be deposited therein pursuant to this Resolution and any other amounts determined by the Corporation to be deposited therein from time to time.

(B) Amounts in the Bond Proceeds Account shall be expended only (i) to finance the Mortgage Loan, in accordance with Section 4.2; (ii) to pay Costs of Issuance; (iii) to pay principal or Redemption Price of and interest on the Bonds when due, to the extent amounts in the Revenue Account and the Redemption Account are insufficient for such purposes; (iv) to purchase or redeem Bonds in accordance with subsection (D) of this Section; (v) to reimburse the Credit Facility Provider for moneys obtained under the Credit Facility to pay the principal or Redemption Price of and interest on the Bonds to which such Credit Facility relates when due in accordance with their terms to the extent amounts in the Revenue Account and Redemption Account are insufficient for such purposes; (vi) to pay to the Credit Facility Provider or the Servicer any regularly scheduled fees due and owing to the Credit Facility Provider or the Servicer pursuant to the Credit Agreement; and (vii) to pay to the Corporation, the Construction Lender, the Remarketing Agent, the Trustee and the Tender Agent any regularly scheduled fees due and owing to such parties in connection with the Bonds.

(C) The Trustee shall pay out and permit the withdrawal of amounts on deposit in the Bond Proceeds Account at any time for the purpose of making payments pursuant to clause (i) or (ii) of paragraph (B) of this Section, but only upon receipt of:

(1) a written requisition, executed by the Mortgagor (with respect to financing the Mortgage Loan) or the Corporation (with respect to Costs of Issuance), setting forth the amount to be paid, the person or persons to whom such payment is to be made (which may be or include the Corporation) and, in reasonable detail, the purpose of such withdrawal;

(2) if such requisition is in connection with the financing of the Mortgage Loan and if the Credit Facility Provider or its designee is acting as the Servicer or Construction Loan Administrator, a certificate of the Credit Facility Provider or such designee (initially, the Construction Lender in its role as Construction Loan Administrator), in the form annexed to the Loan Agreement approving the amount of the requisition;

(3) if such requisition is in connection with the financing of the Mortgage Loan, a certificate of an Authorized Officer of the Mortgagor or, if the Credit Facility Provider or its designee is not acting as Servicer or Construction Loan Administrator, a certificate of an Authorized Officer of the Corporation or the Servicer if other than the Corporation, identifying such requisition and stating that (i) the amount to be withdrawn from the Bond Proceeds Account pursuant to such requisition is a proper charge thereon, (ii) such Mortgage Loan complies with the provisions of this Resolution, (iii) the amount of all payments theretofore or thereupon made by the Corporation for financing the Mortgage Loan does not exceed the amount of such Mortgage Loan, and (iv) to the best knowledge of such Authorized Officer of the Mortgagor or the Corporation or such Servicer, as applicable, the Mortgagor is not currently in default under any terms or provisions of the Mortgage Loan, excepting only such defaults as may have been disclosed by the Mortgagor to the Credit Facility Provider (or its designee as Servicer or

Construction Loan Administrator) or other Servicer of the Mortgage Loan and waived by such party in accordance with the terms of the Assignment or other applicable servicing agreement; and

(4) with respect to amounts deposited in the Bond Proceeds Account from each Series to which the covenants contained in Section 7.9 are applicable, if such requisition is in connection with the financing of the Mortgage Loan, a Certificate of the Mortgagor with respect to such Mortgage Loan that neither the amount of the requisition nor the application of the amounts so requisitioned will jeopardize the ability of the Mortgagor to deliver the Certificates required by Section 4.2(5) and (6) of this Resolution.

(D) At any time and upon three (3) days' prior written notice to the Credit Facility Provider, the Corporation may direct the Trustee in writing to transfer moneys in the Bond Proceeds Account not required for the financing of the Mortgage Loan to the Redemption Account or to apply such moneys directly to the redemption, purchase or retirement of Bonds in accordance with their terms and the provisions of Article VI, whereupon the Trustee shall comply with such direction of the Corporation.

(E) The Trustee shall pay out and permit the withdrawal of amounts on deposit in the Bond Proceeds Account at any time for the purpose of making payments pursuant to clause (v), (vi) or (vii) of paragraph (B) of this Section, but only upon receipt of a written requisition, executed by the Credit Facility Provider or the Construction Lender on its behalf, setting forth the amount to be paid, the person or persons to whom such payment is to be made and certifying in the case of requisitions under clause (vi) or (vii) of paragraph (B) of this Section that the fees being paid with the amounts so requisitioned are regularly scheduled fees due and owing to such person or persons in connection with the Bonds.

Section 5.3. Maintenance of Escrows. (A) All amounts, if any, received by the Corporation or other Servicer, as the case may be, as Escrow Payments shall be deposited as promptly as possible in escrow accounts maintained by the Corporation or other Servicer of the Mortgage Loan, as the case may be. Amounts in such escrow accounts, or in any sub-account therein, shall be within the control of the Corporation or other Servicer, as the case may be, and may, but need not, be held by the Trustee. Such amounts may be set aside and held with any similar funds similarly held and may be applied to any lawful purpose of the Corporation or other Servicer of the Mortgage Loan, as the case may be, subject to the terms of the Mortgage Loan with respect to which such amounts were received and of any agreement between the Corporation and the Mortgagor relating to the Mortgage Loan. All Escrow Payments and all Revenues and other payments received and held by a depository with respect to such Mortgage Loan shall be separately identified.

(B) Upon the happening of an Event of Default or an Event of Termination specified in Section 10.1 and at the written request of the Trustee or of the owners of not less than twenty-five percent (25%) in principal amount of the Outstanding Bonds, the Corporation shall take any steps requested by the Trustee or such Bond owners in order to effectuate the assignment of all the Corporation's right, title and interest in and to the Escrow Payments to the Trustee and the Credit Facility Provider, as their interests may appear. If, however, the Trustee

and the Bond owners are restored to their positions in accordance with Section 10.4, the Trustee and the Credit Facility Provider shall assign such Escrow Payments back to the Corporation.

Section 5.4. Revenue Account; Debt Service. (A) Subject to the provisions of the Assignment, the Corporation shall cause all Pledged Receipts, excluding all amounts to be deposited pursuant to Section 5.7 hereof in the Principal Reserve Fund, to be deposited promptly with the Trustee in the Revenue Account. During the term of the Initial Credit Facility, the Trustee shall obtain moneys under the Initial Credit Facility in accordance with the terms thereof, in a timely manner and in amounts sufficient to pay the principal or Redemption Price of and interest on the Bonds, as such become due, whether at maturity or upon redemption or acceleration or on an Interest Payment Date or otherwise, and shall deposit such amounts in the Credit Facility Payments Sub-Account. In addition, during the term of the Initial Credit Facility, the Trustee, at the direction of the Corporation, shall obtain moneys under the Initial Credit Facility in accordance with the terms thereof, in amounts specified by the Corporation to pay such portion of the Administrative Fee due and owing to the Corporation that has not been paid by the Mortgagor when due under the Loan Agreement, and shall promptly transfer all such amounts to the Corporation. During the term of any other Credit Facility, the Trustee shall obtain moneys under such Credit Facility, in accordance with the terms thereof, in a timely manner, in the full amount required to pay the principal or Redemption Price of and interest on the Bonds as such become due, whether at maturity or upon redemption or acceleration or on an Interest Payment Date or otherwise and shall deposit such amounts in the Credit Facility Payments Sub-Account. Moneys held in the Credit Facility Payments Sub-Account shall not be commingled with moneys held in any other Account or Sub-Account. There shall also be deposited in the Revenue Account any other amounts required to be deposited therein pursuant to this Resolution and any Supplemental Resolution, the Mortgage Documents and the Loan Agreement.

(B) On or before each Interest Payment Date, the Trustee shall pay, from the sources described below and in the order of priority indicated, the amounts required for the payment of the Principal Installments, if any, and interest due on the Outstanding Bonds on such date, and on or before the Redemption Date or date of purchase (but not with respect to any purchase pursuant to the Mandatory Purchase Provision or the Demand Purchase Option), the amounts required for the payment of accrued interest on Outstanding Bonds to be redeemed or purchased on such date as follows:

(1) first, from the Credit Facility Payments Sub-Account, and to the extent the moneys therein are insufficient for said purpose,

(2) second, from the Revenue Account, and to the extent the moneys therein are insufficient for said purpose,

(3) third, from the Redemption Account, and to the extent the moneys therein are insufficient for said purpose,

(4) fourth, from the Bond Proceeds Account, and to the extent the moneys therein are insufficient for said purpose, and

(5) fifth, from any other moneys held by the Trustee under this Resolution and available for such purpose including, but not limited to, moneys on deposit in the Principal Reserve Fund.

After payment of the Principal Installments, if any, and interest due on the Outstanding Bonds has been made, and to the extent payments on the Bonds are made from the source described in subparagraph (1) above, amounts available from the sources described in subparagraphs (2) through (5) above, in the order of priority indicated, shall be used immediately to reimburse the Credit Facility Provider for amounts obtained under the Credit Facility, and so applied; provided, however, that during any Weekly Rate Period, such reimbursement shall be made only if the Credit Facility Provider or the Construction Lender on its behalf or the Servicer has notified the Trustee, in writing, that the Credit Facility Provider has not been reimbursed for said amounts obtained under the Credit Facility.

(C) Notwithstanding any provision to the contrary which may be contained in this Resolution, (i) in computing the amount to be obtained under the Credit Facility on account of the payment of the principal of or interest on the Bonds, the Trustee shall exclude any such amounts in respect of any Bonds which are Purchased Bonds on the date such payment is due, and (ii) amounts obtained by the Trustee under the Credit Facility shall not be applied to the payment of the principal of or interest on any Bonds which are Purchased Bonds on the date such payment is due.

(D) Any moneys accumulated in the Revenue Account up to the unsatisfied balance of each Sinking Fund Payment (together with amounts accumulated in the Revenue Account with respect to interest on the Bonds for which such Sinking Fund Payment was established) shall, if so directed in writing by the Corporation, be applied by the Trustee on or prior to the forty-fifth (45th) day preceding such Sinking Fund Payment (i) to the purchase of Bonds of the maturity for which such Sinking Fund Payment was established at prices (including any brokerage and other charges) not exceeding the Redemption Price for such Bonds when such Bonds are redeemable by application of such Sinking Fund Payment plus unpaid interest accrued to the date of purchase, such purchases to be made in such manner as the Trustee (after consultation with the Corporation) shall determine, or (ii) to the redemption of such Bonds, if then redeemable by their terms, at the Redemption Prices referred to above.

(E) Upon the purchase or redemption of any Bond pursuant to subsection (D) of this Section, an amount equal to the principal amount of the Bonds so purchased or redeemed shall be credited toward the next Sinking Fund Payment thereafter to become due with respect to the Bonds of such maturity and the amount of any excess of the amounts so credited over the amount of such Sinking Fund Payment shall be credited by the Trustee against future Sinking Fund Payments in direct chronological order, unless otherwise instructed in writing by an Authorized Officer of the Corporation, at the time of such purchase or redemption. Any such instructions shall be given in such manner as, in the best judgment of the Corporation, shall provide for the payment of the Sinking Fund Payments thereafter to become due from the remaining Revenues to be derived in connection with the Mortgage Loan and any other Revenues expected to be available for such payments after considering the amounts payable pursuant to the Mortgage Loan at such time. The portion of any Sinking Fund Payment remaining after the crediting thereto of any such amounts and of any amounts to be credited

thereto as provided in subsection (B) of Section 5.5 (or the original amount of any such Sinking Fund Payment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Sinking Fund Payment for the purpose of calculating Sinking Fund Payments due on a future date. In the event the Trustee is able to purchase Bonds at a price less than the Redemption Price at which such Bonds were to be redeemed, then, after payment by the Trustee of the purchase price of such Bonds and after payment of any other Debt Service due on the due date of such Sinking Fund Payment, the Trustee shall pay an amount not greater than the difference between the amount of such purchase price and the amount of such Redemption Price to, or at the direction of, the Corporation.

(F) As soon as practicable after the forty-fifth (45th) day preceding the due date of any such Sinking Fund Payment, the Trustee shall proceed to call for redemption pursuant to Section 6.3, on such due date, Bonds in such amount as shall be necessary to complete the retirement of a principal amount of Bonds equal to the unsatisfied balance of such Sinking Fund Payment. The Trustee shall so call such Bonds for redemption whether or not it then has moneys in the Revenue Account sufficient to pay the applicable Redemption Price thereof on the Redemption Date. The Trustee shall pay the amount required for the redemption of the Bonds so called for redemption from the Accounts specified in Section 5.4(B) hereof, in the order of priority indicated, and such amount shall be applied by the Trustee to such redemption. After payment of the amount required for the redemption of Bonds has been made and to the extent redemption payments are made from the source described in subparagraph (1) of Section 5.4(B), amounts available in the Accounts described in (2) through (5) of Section 5.4(B) in the order of priority indicated, shall be used immediately to reimburse the Credit Facility Provider for amounts obtained under the Credit Facility and so applied; provided, however, that during any Weekly Rate Period, such reimbursement shall be made only if the Credit Facility Provider or the Servicer has notified the Trustee, in writing, that the Credit Facility Provider has not been reimbursed for said amounts obtained under the Credit Facility.

(G) On each Interest Payment Date, the Trustee shall deliver to the Corporation a Certificate of an Authorized Officer of the Trustee containing a statement which sets forth, as of such date, the amount remaining in the Revenue Account as of such date, after deducting all payments required to have been made pursuant to subsection (B) of this Section and the amount, if any, required to be transferred to the Trustee, the Credit Facility Provider and the Corporation in order to satisfy the requirement of this Section. Concurrently with the delivery of such Certificate, the Trustee shall transfer from the Revenue Account (after providing for all payments required to have been made pursuant to subsection (B) of this Section) (i) first, if so directed by the Corporation, to the Trustee, an amount equal to the Trustee's unpaid fees and expenses, (ii) second, at the direction of the Corporation, to the Credit Facility Provider, an amount equal to any fees due and owing to the Credit Facility Provider pursuant to the Credit Agreement, (iii) third, if so directed by the Corporation, to the Tender Agent, an amount equal to the Tender Agent's unpaid fees and expenses, (iv) fourth, if so directed by the Corporation, to the Remarketing Agent, an amount equal to the Remarketing Agent's unpaid fees and expenses, (v) fifth, to the Corporation, the Administrative Fee to the extent unpaid, and (vi) sixth, if so directed by the Corporation, to the Servicer, an amount equal to the Servicer's unpaid fees and expenses. The amount remaining after making the transfers or payments required hereinbefore shall be retained in the Revenue Account. Such remaining balance shall be used to offset the Mortgagor's obligation under the Mortgage Loan (in direct

chronological order of such obligation), unless the Trustee receives a Certificate from the Corporation stating that a default has occurred with respect to any agreement between the Corporation and the Mortgagor. If the Trustee shall thereafter receive a Certificate from the Corporation stating that such default has been cured or waived such remaining balance shall once again be used to offset the Mortgagor's obligation under the Mortgage Loan (in direct chronological order of such obligation).

Section 5.5. Redemption Account. (A) Subject to the provisions of the Assignment, there shall be deposited in the Redemption Account all Recoveries of Principal and any other amounts which are required to be deposited therein pursuant to this Resolution and any other amounts available therefor and determined by the Corporation to be deposited therein. Subject to the provisions of this Resolution or of any Supplemental Resolution authorizing the issuance of Bonds, requiring the application thereof to the payment, purchase or redemption of any particular Bonds, the Trustee shall apply amounts from the sources described in subsection (C) of this Section 5.5 equal to amounts so deposited in the Redemption Account to the purchase or redemption of Bonds at the times and in the manner provided in this Section and Article VI.

(B) At any time before the forty-fifth (45th) day prior to the day upon which Bonds are to be paid or redeemed from such amounts, the Trustee shall, if so directed in writing by the Corporation, apply amounts from the sources described in subsection (C) of this Section 5.5 equal to amounts in the Redemption Account to the purchase of any of the Bonds in lieu of redemption. The Trustee shall purchase Bonds at such times, for such prices, in such amounts and in such manner as the Corporation shall from time to time direct. The foregoing notwithstanding, unless specifically directed otherwise by written instructions of an Authorized Officer of the Corporation, any amounts applied from the sources described in subsection (C) of this Section 5.5 equal to amounts in the Redemption Account resulting from Recoveries of Principal shall be applied to the purchase or redemption of Bonds in such manner that, as nearly as may be reasonably possible, Debt Service on the Bonds shall be lessened in relation to the lessening of annual revenues that would have been received from the Mortgage Loan. In the event that Sinking Fund Payments have been established for the Bonds so purchased or redeemed, such Sinking Fund Payments shall be credited in the manner provided in Section 5.4(E). The purchase price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) for any Bond purchased shall not exceed the Redemption Price on such Bonds, if then subject to redemption, or if not subject to redemption, the Redemption Price payable on any such date upon which such Bond is next subject to redemption other than from Sinking Fund Payments. In the event the Trustee is able to purchase Bonds at a price less than the Redemption Price at which such Bonds were to be redeemed, then, after the payment by the Trustee of the purchase price of such Bonds and after payment of any amounts due on the Redemption Date following such purchase, the Trustee shall pay an amount not greater than the difference between the amount of such purchase price and the amount of such Redemption Price to, or at the direction of, the Corporation.

(C) On or before a Redemption Date or date of purchase of Bonds pursuant to subsection (B) of this Section 5.5, the Trustee shall pay, from the sources described below and in the order of priority indicated, the amounts required for the payment of the principal of Outstanding Bonds to be redeemed or purchased and cancelled on such date, as follows:

(1) first, from the Credit Facility Payments Sub-Account, and to the extent the moneys therein are insufficient for such purpose,

(2) second, from the Redemption Account, and to the extent the moneys therein are insufficient for such purpose,

(3) third, from the Revenue Account, and to the extent the moneys therein are insufficient for such purpose,

(4) fourth, from the Bond Proceeds Account, and to the extent the moneys therein are insufficient for such purpose, and

(5) fifth, from any other moneys held by the Trustee under this Resolution and available for such purpose including, but not limited to, moneys on deposit in the Principal Reserve Fund.

After payment of the principal of such Outstanding Bonds to be redeemed or purchased has been made, and to the extent payments for the redemption or purchase of the Bonds are made from the source described in subparagraph (1) above, amounts available from the sources described in subparagraphs (2) through (5) above, in the order of priority indicated, shall be used to reimburse the Credit Facility Provider for amounts obtained under the Credit Facility and so applied; provided, however, that during any Weekly Rate Period that occurs after all amounts in the Bond Proceeds Account have been expended, such reimbursement shall be made only if the Credit Facility Provider has notified the Trustee, in writing, that the Credit Facility Provider has not been reimbursed for said amounts obtained under the Credit Facility.

(D) Except as otherwise specifically provided herein, the Trustee shall have no obligation to purchase or attempt to purchase Bonds at a price below par or at any other price and any arms length purchase by the Trustee shall conclusively be deemed fair and reasonable.

Section 5.6. Rebate Fund. (A) The Rebate Fund and the amounts deposited therein shall not be subject to a security interest, pledge, assignment, lien or charge in favor of the Trustee or any Bond owner or any other person other than as set forth herein.

(B) The Trustee, upon the receipt of a certification of the Rebate Amount from an Authorized Officer of the Corporation, shall deposit in the Rebate Fund at least as frequently as the end of each fifth (5th) Bond Year and at the time that the last Bond that is part of the issue is discharged, an amount such that the amount held in the Rebate Fund after such deposit is equal to the Rebate Amount calculated as of such time of calculation. The amount deposited in the Rebate Fund pursuant to the previous sentence shall be deposited from amounts withdrawn from the Revenue Account, and to the extent such amounts are not available in the Revenue Account, directly from earnings on the Accounts. The Trustee shall also transfer amounts on deposit in the Principal Reserve Fund to the Rebate Fund in accordance with Section 5.7(G) hereof.

(C) Amounts on deposit in the Rebate Fund shall be invested in the same manner as amounts on deposit in the Accounts, except as otherwise specified by an Authorized Officer of the Corporation to the extent necessary to comply with the covenant set forth in Section 7.9 hereof, and except that the income or interest earned and gains realized in excess of

losses suffered by the Rebate Fund due to the investment thereof shall be deposited in or credited to the Rebate Fund from time to time and reinvested.

(D) In the event that, on any date of calculation of the Rebate Amount, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the Trustee, upon the receipt of written instructions from an Authorized Officer of the Corporation, shall withdraw such excess amount and deposit it in the Revenue Account.

(E) The Trustee, upon the receipt of written instructions and certification of the Rebate Amount from an Authorized Officer of the Corporation, shall pay to the United States, out of amounts in the Rebate Fund, (i) not less frequently than once each five (5) years after the date of original issuance of each Series for which a Rebate Amount is required, an amount such that, together with prior amounts paid to the United States, the total paid to the United States is equal to ninety percent (90%) of the Rebate Amount with respect to each Series for which a Rebate Amount is required as of the date of such payment, and (ii) notwithstanding the provisions of Section 12.1(D) hereof, not later than sixty (60) days after the date on which all Bonds of a Series for which a Rebate Amount is required have been paid in full, one hundred percent (100%) of the Rebate Amount as of the date of payment.

Section 5.7. Principal Reserve Fund. (A) Amounts on deposit in the Principal Reserve Fund shall be applied as set forth in this Section 5.7. There shall be deposited into the Principal Reserve Fund all of the monthly payments made in accordance with the Principal Reserve Fund deposit schedule attached to the Credit Agreement and provided to the Trustee by the Credit Facility Provider, as such schedule may be amended in accordance with the provisions of the Credit Agreement and provided to the Trustee by the Credit Facility Provider, and any amounts provided by or at the direction of the Mortgagor to replenish withdrawals from the Principal Reserve Fund. Any income or interest earned or gains realized in excess of losses suffered due to the investment of amounts on deposit in the Principal Reserve Fund shall, if the amount in the Principal Reserve Fund is less than the Principal Reserve Amount, be retained therein, or, if there is no such deficiency, shall be deposited to the Revenue Account following receipt, except as otherwise provided in Section 5.1(C) and except for interest income representing accrued interest, if any, included in the purchase price of the investment, which shall be retained in the Principal Reserve Fund; provided that if, in the judgment of an Authorized Officer of the Corporation, the amount on deposit in the Rebate Fund at such time is less than the Rebate Amount as of such time, then in lieu of retaining such amounts in the Principal Reserve Fund or depositing such amounts in the Revenue Account, such amounts (up to the amount of such deficiency) shall be transferred to the Rebate Fund.

(B) In addition to the other payments required or permitted by this Section 5.7, amounts in the Principal Reserve Fund shall be used, at the written direction and in the sole discretion of the Credit Facility Provider:

(1) to reimburse the Credit Facility Provider for advances made under the Credit Facility which were applied to pay interest due on and/or principal of the 2008 Bonds on any Interest Payment Date, Redemption Date, date of acceleration or the maturity date or, in the event a Wrongful Dishonor has occurred and is continuing, to directly pay such interest on and/or principal of the 2008 Bonds;

(2) to reimburse the Credit Facility Provider for advances made under the Credit Facility which were applied to pay the Purchase Price of tendered 2008 Bonds to the extent that remarketing proceeds, if any, pursuant to Section 703 of Appendix A hereto are insufficient for such purpose or, in the event a Wrongful Dishonor has occurred and is continuing, to directly pay such Purchase Price;

(3) with the written consent of the Mortgagor (so long as the Mortgagor is not in default under the Mortgage, Mortgage Note, Loan Agreement, Regulatory Agreement or the Credit Agreement beyond the expiration of any applicable grace or cure period) to make improvements or repairs to the Project; and

(4) if a default has occurred and is continuing beyond the expiration of any applicable notice and cure period under the Credit Agreement, or if the Mortgagor otherwise consents in writing, to any other use approved in writing in the Credit Facility Provider's sole and absolute discretion, by an Authorized Officer of the Credit Facility Provider.

(C) During any Weekly Rate Period, on each May 10 (or if such date is not a Business Day, the next succeeding Business Day), after providing for all payments and transfers required to be made pursuant to Section 5.4 hereof, all amounts in the Principal Reserve Fund in excess of the Principal Reserve Amount (rounded down to the nearest multiple of \$100,000) shall be transferred by the Trustee to the Redemption Account to be applied to the reimbursement of the Credit Facility Provider in connection with the redemption of 2008 Bonds (or, in the event a Wrongful Dishonor has occurred and is continuing, directly to the redemption of 2008 Bonds) on the first Business Day of the next succeeding June pursuant to Section 102(K) of Appendix A hereto.

(D) On each February 25 and August 25 during the Fixed Rate Period and on the twenty-fifth (25th) day of the second month preceding any Interest Payment Date occurring after the tenth (10th) anniversary of the Term Rate Start Date during any Term Rate Term longer than ten (10) years (or, if such date is not a Business Day, the next succeeding Business Day), all amounts in the Principal Reserve Fund in excess of the Principal Reserve Amount (rounded down to the nearest multiple of \$5,000) shall be transferred by the Trustee to the Redemption Account to be applied to the reimbursement of the Credit Facility Provider in connection with the redemption of 2008 Bonds (or, in the event (i) a Wrongful Dishonor has occurred and is continuing, or (ii) that the Corporation elects to provide no Credit Facility during the Fixed Rate Period pursuant to the provisions of Section 104(D) of Appendix A hereto directly to the redemption of 2008 Bonds) on the next succeeding Interest Payment Date pursuant to Section 102(I) of Appendix A hereto.

(E) The Credit Facility Provider shall be entitled as may be permitted in this Section 5.7 to direct the Trustee to transfer from the Principal Reserve Fund to the Redemption Account all or a specified portion of the amount on deposit in the Principal Reserve Fund to be applied to the reimbursement of the Credit Facility Provider in connection with the redemption of 2008 Bonds (or, in the event (i) a Wrongful Dishonor has occurred and is continuing, or (ii) that the Corporation elects to provide no Credit Facility during the Fixed Rate Period pursuant to the provisions of Section 104(D) of Appendix A hereto directly to the redemption of 2008

Bonds). Any amounts so transferred shall constitute a prepayment of the Mortgage Loan at the option of the Mortgagor and shall be a Recovery of Principal; provided, however, that such right of the Credit Facility Provider to direct such transfers may be exercised only at the times, and subject to any conditions, set forth in the Loan Agreement with respect to optional prepayments of the Mortgage Loan by the Mortgagor.

(F) Moneys on deposit in the Principal Reserve Fund shall be invested (i) so long as the Initial Credit Facility is in effect, in Investment Securities described in clause (A)(a), (b) or (g) of the definition of "Investment Securities", and (ii) at all other times, in Government Obligations or, to the extent otherwise permitted by this Resolution, (a) other short-term variable rate instruments rated by S&P in a category equivalent to the rating then in effect for the 2008 Bonds or (b) as otherwise permitted by the Credit Facility Provider, in its sole discretion.

(G) At the request of the Mortgagor (with the written approval of the Credit Facility Provider), the Corporation, in its sole and absolute discretion, may (i) consent to the release of all or a portion of the amounts on deposit in the Principal Reserve Fund to the Mortgagor (in which case the Trustee shall release such amounts to the Mortgagor, provided that if, in the judgment of an Authorized Officer of the Corporation, the amount on deposit in the Rebate Fund at such time is less than the Rebate Amount as of such time, then prior to any such release to the Mortgagor, any amounts on deposit in the Principal Reserve Fund (up to the amount of such deficiency) shall be transferred to the Rebate Fund) and/or (ii) no longer require deposits to the Principal Reserve Fund and/or consent to a change in the Principal Reserve Fund deposit schedule; provided that, in the case of either (i) or (ii), there shall be filed with the Corporation and the Trustee a Bond Counsel's Opinion to the effect that such action of the Corporation will not adversely affect the exclusion from gross income for Federal income tax purposes of interest on any Bonds to which the covenants of Section 7.9 hereof apply. Any amounts so released shall no longer secure the 2008 Bonds.

ARTICLE VI

REDEMPTION OF BONDS

Section 6.1. Privilege of Redemption and Redemption Price. The Bonds shall be redeemable, upon notice as provided in this Article, at such times, at such Redemption Prices and upon such other terms as may be specified in this Resolution and in the particular Bonds.

Section 6.2. Redemption at the Election or Direction of the Corporation. In the case of any redemption of Bonds otherwise than as provided in Section 6.3, an Authorized Officer of the Corporation shall give written notice to the Trustee of the Corporation's election or direction so to redeem, of the Redemption Date, of any conditions precedent to such redemption and of the Series and the principal amounts and maturities of the Bonds to be redeemed (which Series, Redemption Date, principal amounts and maturities thereof to be redeemed shall be determined by the Corporation in its sole discretion, subject to any limitations with respect thereto contained in or permitted by this Resolution) and of any moneys to be applied to the payment of the Redemption Price. Such notice shall be given (a) in the case of the 2008 Bonds, (i) at least forty-five (45) days prior to the Redemption Date or such shorter period as shall be acceptable to the Trustee for its convenience during a Term Rate Period or the Fixed Rate Period, and (ii) at least twenty-five (25) days prior to the Redemption Date or such shorter period as shall be acceptable to the Trustee for its convenience during a Weekly Rate Period, or (b) in the case of all other Bonds, at least forty-five (45) days prior to the Redemption Date or such shorter period as shall be set forth in a Supplemental Resolution authorizing the issuance of a Series of Bonds. In the event notice of redemption shall have been given as provided in Section 6.5, the Trustee, if it holds the moneys to be applied to the payment of the Redemption Price, shall pay, or otherwise the Corporation, prior to the Redemption Date, shall pay to the Trustee, in cash, an amount which, in addition to other moneys, if any, available therefor held by such Trustee, will be sufficient to redeem on the Redemption Date at the Redemption Price thereof, together with accrued interest thereon, all the Bonds to be redeemed.

Section 6.3. Redemption Otherwise Than at Corporation's Election or Direction. Whenever by the terms of this Resolution, the Trustee is required to redeem Bonds otherwise than at the election or direction of the Corporation, and subject to and in accordance with the terms of this Article and, to the extent applicable, Article V, the Trustee shall select the Redemption Date of the Bonds to be redeemed, give the notice of redemption and pay the Redemption Price to the Bond owners. In the event of a partial redemption of Bonds (other than from Sinking Fund Payments), the Corporation shall direct the Series and maturity or maturities of such Bonds to be so redeemed in such manner as, in the best judgment of the Corporation, shall provide for the payment of Debt Service thereafter to become due from the remaining Revenues to be derived in connection with the Mortgage Loan and any other Revenues expected to be available for such Debt Service after considering the amounts payable pursuant to the Mortgage Loan at such time. Any redemption under this Section shall be effected as quickly as practically possible, consistent with the provisions of Section 6.5.

Section 6.4. Selection of Bonds to be Redeemed. In the event of redemption of less than all the Outstanding Bonds of like Series and maturity, the Trustee shall select the Bonds to be redeemed by lot, using such method as it shall determine in its sole discretion. For the

purposes of this Section, Bonds which have theretofore been selected by lot for redemption shall not be deemed Outstanding.

The foregoing notwithstanding, (i) for so long as the Credit Facility shall be in effect, the first Bonds of a Series to be redeemed shall be Purchased Bonds of such Series and (ii) no Bond shall be selected for redemption if the portion of such Bond remaining after such redemption would not be in a denomination authorized by this Resolution.

Section 6.5. Notice of Redemption. When the Trustee shall receive notice from the Corporation of its election or direction to redeem Bonds pursuant to Section 6.2 and when redemption of Bonds is required by this Resolution pursuant to Section 6.3, the Trustee shall give notice, in the name of the Corporation, of the redemption of such Bonds. Such notice shall specify the Redemption Date, any conditions precedent to such redemption (which conditions, in the case of a redemption at the election or direction of the Corporation, shall be subject to the approval of the Credit Facility Provider) and the place or places where amounts due upon such redemption will be payable and, if less than all the Bonds are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds to be redeemed and, in the case of fully registered Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that, assuming the satisfaction of all conditions precedent to such redemption, on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued to the Redemption Date, and that from and after such date interest thereon shall cease to accrue and be payable in accordance with Section 6.6 hereof. The Trustee shall mail a copy of such notice, postage prepaid, except as provided below, (i) not less than thirty (30) days before the Redemption Date during a Term Rate Period or the Fixed Rate Period, and (ii) not less than fifteen (15) days before the Redemption Date during a Weekly Rate Period, to the registered owners of any Bonds or portions of Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registry books. The provisions of this Section 6.5 shall not apply in the case of any redemption of Bonds of which, pursuant to the terms of the Resolution, notice is not required to be given.

Section 6.6. Payment of Redeemed Bonds. Notice having been given in the manner provided in Section 6.5 and all conditions precedent, if any, specified in such notice having been satisfied, or if, pursuant to the terms of this Resolution, no notice of redemption is required to be given, the Bonds or portions thereof so called for redemption shall become due and payable on the Redemption Date so designated at the Redemption Price, plus interest accrued and unpaid to the Redemption Date, and, upon presentation and surrender thereof at the office specified in such notice, together with, in the case of portions of Bonds, a written instrument or transfer, if required, of exchange duly executed by the registered owner or such owner's duly authorized attorney. Such Bonds, or portions thereof, shall be paid at the Redemption Price plus interest accrued and unpaid to the Redemption Date. If there shall be drawn for redemption less than the entire principal amount of a Bond, the Corporation shall execute and the Trustee shall authenticate and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered registered Bonds of like Series and maturity in any of the authorized denominations. If, on the Redemption Date, moneys for the redemption of all the Bonds or portions thereof to be

redeemed, together with interest to the Redemption Date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid (or if no notice is required to be given) and all conditions precedent to such redemption, if any, shall have been satisfied, then, from and after the Redemption Date interest on the Bonds or portions thereof so called for redemption shall cease to accrue and be payable. If (i) said moneys shall not be so available on the Redemption Date or (ii) any conditions precedent to such redemption shall not have been satisfied, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption and, with respect to clause (ii) of this sentence, such redemption shall be deemed to be cancelled and shall have no effect.

ARTICLE VII

PARTICULAR COVENANTS

The Corporation covenants and agrees with the Trustee and the owners of the Bonds as follows:

Section 7.1. Performance. The Corporation shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Corporation under the provisions of the Act and this Resolution in accordance with the terms of such provisions.

Section 7.2. Compliance With Conditions Precedent. Upon the date of issuance of any of the Bonds, all conditions, acts and things required by law or by this Resolution to exist, to have happened or to have been performed precedent to or in the issuance of such Bonds shall exist, have happened and have been performed, or will have happened or been performed, and such Bonds, together with all other indebtedness of the Corporation, shall be within every debt and other limit prescribed by law.

Section 7.3. Power to Issue Bonds and Pledge Revenues, Funds and Other Property. The Corporation is duly authorized under all applicable laws to authorize and issue the Bonds and to adopt this Resolution and to pledge the assets and Revenues purported to be pledged by this Resolution in the manner and to the extent herein provided. The assets and Revenues so pledged are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created hereby (other than as provided in the Assignment), and all corporate or other action on the part of the Corporation to that end has been and will be duly and validly taken. The Bonds and the provisions of this Resolution are and will be the valid and legally enforceable obligations of the Corporation in accordance with their terms and the terms of this Resolution. The Corporation shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Revenues and other assets and revenues, including rights therein pledged under this Resolution and all the rights of the Bond owners, the Trustee and the Credit Facility Provider under this Resolution against all claims and demands of all persons whomsoever.

Section 7.4. Payment of Bonds. The Corporation shall duly and punctually pay or cause to be paid, as herein provided, the principal or Redemption Price of every Bond and the interest thereon, at the dates and places and in the manner stated in the Bonds, according to the true intent and meaning thereof and shall duly and punctually pay or cause to be paid all Sinking Fund Payments, if any, becoming payable with respect to any of the Bonds.

Section 7.5. Extensions of Payment. Except with respect to Purchased Bonds, the Corporation shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or claims for interest by the purchase or funding of such Bonds or claims for interest or by any other arrangement and in the event that the maturity of any of the Bonds or claims for interest shall be extended, such Bonds or claims for interest shall not be entitled to the benefit of this Resolution or to any payment out of the Accounts established pursuant to this Resolution, including the investments, if any, thereof, or out of any assets or Revenues pledged

hereunder or out of Credit Facility Payments prior to benefits accorded to or the payment of the principal of all Bonds the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended claims for interest. Nothing herein shall be deemed to limit the right of the Corporation to issue bonds for refunding purposes and such issuance shall not be deemed to constitute an extension of maturity of Bonds.

Section 7.6. Offices for Servicing Bonds. The Corporation shall at all times maintain an office or agency where Bonds may be presented for registration, registration of transfer or exchange, and where notices, presentations and demands upon the Corporation in respect of the Bonds or of this Resolution may be served. The Corporation shall at all times maintain an office or agency in the Borough of Manhattan, City and State of New York where the Bonds may be presented for payment. The Corporation hereby appoints the Trustee as its agent to maintain such office or agency for the registration, registration of transfer or exchange of Bonds, and for the service of such notices, presentations and demands upon the Corporation.

Section 7.7. Further Assurance. At any and all times the Corporation shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming all and singular the rights, Revenues and assets hereby pledged or assigned, or intended so to be, or which the Corporation may become bound to pledge or assign.

Section 7.8. Waiver of Laws. The Corporation shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of any stay or extension now or at any time hereafter in force which may affect the covenants and agreements contained in this Resolution or in the Bonds and all benefit or advantage of any such law or laws is hereby expressly waived by the Corporation.

Section 7.9. Tax Covenants. (A) The following covenants are made solely for the benefit of the owners of, and shall be applicable solely to, the 2008 Bonds and any Additional Bonds, as designated in a Supplemental Resolution, to which the Corporation intends that the provisions of this Section 7.9 shall apply.

(B) The Corporation shall at all times do and perform all acts and things permitted by law necessary or desirable in order to assure that interest paid on the Bonds shall be excluded from gross income for Federal income tax purposes, except in the event that the owner of any such Bond is a "substantial user" of the facilities financed by the Bonds or a "related person" within the meaning of the Code.

(C) The Corporation shall not permit at any time or times any of the proceeds of the Bonds or any other funds of the Corporation to be used directly or indirectly to acquire any securities, obligations or other investment property, the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in Section 148(a) of the Code.

(D) The Corporation shall not permit any person or "related person" (as defined in the Code) to purchase Bonds (other than Purchased Bonds) in an amount related to the Mortgage Loan to be acquired by the Corporation from such person or "related person".

Section 7.10. Covenants with Respect to the Mortgage Loan. (A) In order to pay the Principal Installments of and interest on the Bonds when due, the Corporation shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Resolution and sound banking practices and principles, (i) use and apply the proceeds of the Bonds, to the extent not reasonably or otherwise required for other purposes of the kind permitted hereby, to finance the Mortgage Loan pursuant to the Act and this Resolution and any applicable Supplemental Resolution, (ii) do all such acts and things as shall be necessary to receive and collect Pledged Receipts (including diligent enforcement of the prompt collection of all arrears on the Mortgage Loan) and Recoveries of Principal, and (iii) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Corporation to protect its rights with respect to or to maintain any insurance on the Mortgage Loan or any subsidy payments in connection with the Project or the occupancy thereof and to enforce all terms, covenants and conditions of the Mortgage Loan, the Mortgage, the Mortgage Note and all other documents which evidence or secure the Mortgage Loan, including the collection, custody and prompt application of all Escrow Payments for the purposes for which they were made; provided, however, that the obligations of the Corporation in (ii) and (iii) above shall be suspended during the term of the Assignment, except as otherwise provided in the Assignment.

(B) If the Corporation shall be servicing the Mortgage Loan, the Corporation shall promptly give notice to the Trustee of the occurrence of a default on the Mortgage Loan and shall keep the Trustee advised as to any actions taken with respect thereto.

Section 7.11. Personnel and Servicing of the Mortgage Loan. (A) The Corporation shall at all times appoint, retain and employ competent personnel for the purpose of carrying out its purposes and powers under the Act and shall establish and enforce reasonable rules, regulations, tests and standards governing the employment of such personnel at reasonable compensation, salaries, fees and charges and all persons employed by the Corporation shall be qualified for their respective positions.

(B) The Corporation may pay to any agency, municipality, political subdivision or governmental instrumentality of the State such amounts as are necessary to reimburse such agency, municipality, political subdivision or governmental instrumentality of the State for the reasonable costs of any services performed for the Corporation.

(C) Subject to subsection (D) below, the Corporation shall duly and properly service the Mortgage Loan and enforce the payment and collection of all payments of principal and interest and all Escrow Payments or shall cause such servicing to be done by a Servicer evidencing, in the judgment of the Corporation, the capability and experience necessary to adequately service the Mortgage Loan. Each such Servicer shall enter into a servicing agreement providing that:

(1) all amounts received by such Servicer, except as compensation for its services, shall be deposited promptly with a depository (which may be such Servicer) subject to and in accordance with the provisions of this Resolution; provided, however, that for so long as payments of principal and interest due with respect to the Bonds shall be made from moneys obtained under a Credit Facility, the Servicer may use the amounts

to be so deposited pursuant to this subparagraph to reimburse the Credit Facility Provider for amounts paid under the Credit Facility;

(2) such Servicer shall at all times remain qualified to act as such pursuant to such standards as the Corporation shall prescribe from time to time and shall determine to be reasonable to maintain the security for the Bonds; and

(3) such Servicer shall agree to maintain servicing facilities that are staffed with trained personnel to adequately service the Mortgage Loan in accordance with standards normally employed by private institutional mortgage investors, as determined in the Corporation's sole discretion, and shall provide regular reports to the Corporation as to collections and delinquencies with respect to the Mortgage Loan.

(D) Notwithstanding the provisions of subsection (C) of this Section 7.11, if, and for so long as, the Credit Facility Provider services or arranges for the servicing or administration of the Mortgage Loan pursuant to the Assignment, (i) the Credit Facility Provider or its designated Servicer or Construction Loan Administrator shall be deemed to satisfy the Servicer qualifications and requirements set forth in this Resolution, and (ii) the Assignment, or any servicing agreement entered into in accordance with the provisions of the Assignment or the Construction Phase Financing Agreement, shall be deemed to satisfy the requirements for a servicing agreement as set forth in this Resolution.

Section 7.12. Issuance of Additional Obligations. (A) The Corporation shall not hereafter create or permit the creation of or issue any obligations or create any additional indebtedness which will be secured by a superior charge and lien on the Revenues and assets pledged hereunder. In addition, the Corporation shall not hereafter create or permit the creation of or issue any obligations or create any additional indebtedness, other than Bonds, which will be secured by an equal charge and lien on the Revenues and assets pledged hereunder. The Corporation shall not hereafter create or permit the creation of or issue any obligations or create any additional indebtedness which will be secured by a subordinate charge and lien on the Revenues and assets pledged hereunder (other than the Non-Bond Mortgage) unless the Corporation shall have received the written consent of the Credit Facility Provider.

(B) Subject to paragraph (A) of this Section 7.12, the Corporation hereby expressly reserves the right to adopt one or more additional resolutions for its purposes, and reserves the right to issue other obligations for such purposes.

Section 7.13. Accounts and Reports. (A) The Corporation shall keep, or cause to be kept, proper books of record and account in which complete and accurate entries shall be made of all its transactions relating to the Mortgage Loan and all Accounts established by this Resolution which shall at all reasonable times be subject to the inspection of the Trustee, and the owners of an aggregate of not less than five percent (5%) in principal amount of Bonds then Outstanding or their representatives duly authorized in writing. The Corporation may authorize or permit the Trustee to keep such books on behalf of the Corporation.

(B) If at any time during any fiscal year there shall have occurred an Event of Default or an Event of Default shall be continuing, then the Corporation shall file with the

Trustee, within forty-five (45) days after the close of such fiscal year, a special report accompanied by an Accountant's Certificate as to the fair presentation of the financial statements contained therein, setting forth in reasonable detail the individual balances and receipts and disbursements for each Account hereunder.

(C) The Corporation shall annually, within 120 days after the close of each fiscal year of the Corporation, file with the Trustee, a copy of an annual report as to the operations and accomplishments of the various funds and programs of the Corporation during such fiscal year, and financial statements for such fiscal year, setting forth in reasonable detail:

(1) the balance sheet with respect to the Bonds and the Mortgage Loan, showing the assets and liabilities of the Corporation at the end of such fiscal year;

(2) a statement of the Corporation's revenues and expenses in accordance with the categories or classifications established by the Corporation in connection with the Bonds and the Mortgage Loan during such fiscal year;

(3) a statement of changes in fund balances, as of the end of such fiscal year;
and

(4) a statement of cash flows, as of the end of such fiscal year.

The financial statements shall be accompanied by the Certificate of an Accountant stating that the financial statements examined present fairly the financial position of the Corporation at the end of the fiscal year, the results of its operations and the changes in its fund balances and its cash flows for the period examined, in conformity with generally accepted accounting principles applied on a consistent basis except for changes with which such Accountant concurs.

(D) Except as provided in subsection (B) of this Section, any such financial statements may be presented on a consolidated or combined basis with other reports of the Corporation.

(E) A copy of each annual report or special report and any Accountant's Certificate relating thereto shall be mailed promptly thereafter by the Corporation to each Bond owner who shall have filed such owner's name and address with the Corporation for such purposes.

Section 7.14. Agreement of the State. In accordance with the provisions of Section 657 of the Act, the Corporation, on behalf of the State, does hereby pledge to and agree with the owners of the Bonds that the State will not limit or alter the rights vested by the Act in the Corporation to fulfill the terms of any agreements made with such owners, or in any way impair the rights and remedies of such owners until the Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such owners, are fully met and discharged.

Section 7.15. Amendments of Loan Agreement. The Corporation does hereby pledge to and agree with the owners of the Bonds that it will not consent to any amendment of

the Loan Agreement which would materially adversely affect the interests of the owners of the Bonds.

Section 7.16. Initial Credit Facility; No Disposition of Credit Facility. (A) On the date of issuance and delivery of the 2008 Bonds, the Trustee shall enter into the Initial Credit Facility with the Initial Credit Facility Provider.

(B) The Trustee shall not, without the prior written consent of the owners of all of the Bonds then Outstanding, transfer, assign or release the Credit Facility except (i) to a successor Trustee, or (ii) to the Credit Facility Provider either (1) upon receipt of an Alternate Security, (2) upon expiration or other termination of the Credit Facility in accordance with its terms, including termination on its stated expiration date or upon payment thereunder of the full amount payable thereunder, or (3) upon election of the Corporation during a Fixed Rate Period in accordance with Section 104(D) of Appendix A hereto. Except as aforesaid, the Trustee shall not transfer, assign or release the Credit Facility until the principal of and interest on the Bonds shall have been paid or duly provided for in accordance with the terms of this Resolution.

ARTICLE VIII

SUPPLEMENTAL RESOLUTIONS

Section 8.1. Supplemental Resolutions Effective Upon Filing With the Trustee. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the Corporation may be adopted, which, upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Corporation, shall be fully effective in accordance with its terms:

(1) to close this Resolution against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Resolution on, the authentication and delivery of Bonds or the issuance of other evidences of indebtedness;

(2) to add to the covenants and agreements of the Corporation in this Resolution other covenants and agreements to be observed by the Corporation which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(3) to add to the limitations and restrictions in this Resolution other limitations and restrictions to be observed by the Corporation which are not contrary to or inconsistent with this Resolution as then in effect;

(4) to surrender any right, power or privilege reserved to or conferred upon the Corporation by the terms of this Resolution, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Corporation contained in this Resolution;

(5) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of the Revenues or of any other revenues or assets;

(6) to modify any of the provisions of this Resolution in any respect whatsoever, but only if (i) such modification shall be, and be expressed to be, effective only after all Bonds Outstanding at the date of the adoption of such Supplemental Resolution shall cease to be Outstanding, and (ii) such Supplemental Resolution shall be specifically referred to in the text of all Bonds authenticated and delivered after the date of the adoption of such Supplemental Resolution and of Bonds issued in exchange therefor or in place thereof;

(7) to provide for the issuance, execution, delivery, authentication, payment, registration, transfer and exchange of Bonds in coupon form payable to bearer;

(8) to authorize the issuance of a Series of Additional Bonds in accordance with Section 2.8 and to prescribe the terms and conditions thereof and any additional terms and conditions upon which such Bonds may be issued;

(9) to provide, in connection with the issuance of a Series of Additional Bonds, that specified provisions of this Resolution (other than in Appendix A or

Appendix B hereto) that relate to the 2008 Bonds shall also apply to such Series of Additional Bonds;

(10) to comply with regulations or rulings issued with respect to the Code, to the extent determined as necessary or desirable in a Bond Counsel's Opinion;

(11) to provide for such changes as are deemed necessary or desirable by the Corporation upon the delivery to the Trustee of an Alternate Security;

(12) to provide for such changes as are deemed necessary or desirable by the Corporation in connection with either (a) providing a book-entry system with respect to a Series of Bonds or (b) discontinuing a book-entry system with respect to a Series of Bonds;

(13) to provide for such changes as are deemed necessary or desirable by the Corporation to take effect on a Change Date on which one hundred percent (100%) of the Bonds are subject to mandatory tender; or

(14) during any period that all the Bonds bear interest at a Weekly Rate, to provide such changes (other than any changes that adversely affect the exclusion from gross income for Federal income tax purposes of interest on any Series of Bonds to which the covenants of Section 7.9 apply) as are deemed necessary or desirable by the Corporation, if, not less than thirty (30) days before the effective date of such changes, the Trustee sends notice of the proposed changes to the Bondholders and the Bondholders have the right to tender their Bonds for purchase before such effective date.

Section 8.2. Supplemental Resolutions Effective Upon Consent of Trustee.

(A) For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution may be adopted, which, (i) upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Corporation, (ii) upon the filing with the Trustee and the Corporation of an instrument in writing made by the Trustee consenting thereto, and (iii) if such Supplemental Resolution is to effect a change described in subparagraph (4) of this subsection (A), after such period of time as the Trustee and the Corporation deem appropriate following notice to the owners of the Bonds (but not less than thirty (30) days), shall be fully effective in accordance with its terms:

(1) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution;

(2) to insert such provisions clarifying matters or questions arising under this Resolution as are necessary or desirable and are not contrary to or inconsistent with this Resolution as theretofore in effect;

(3) to provide for additional duties of the Trustee in connection with the Mortgage Loan;

(4) to change any of the time periods for provision of notice relating to the Mandatory Purchase Provision, Demand Purchase Option or interest rate determination,

or the time periods for interest rate determination or the procedure for tendering Bonds in connection with the Mandatory Purchase Provision or Demand Purchase Option; or

(5) to make any additions, deletions or modifications to the Resolution which, in the opinion of the Trustee, are not materially adverse to the interests of the Bond owners.

(B) Any such Supplemental Resolution may also contain one or more of the purposes specified in Section 8.1, and in that event, the consent of the Trustee required by this Section shall be applicable only to those provisions of such Supplemental Resolution as shall contain one or more of the purposes set forth in subsection (A) of this Section.

(C) The Trustee, at the expense of the Corporation, shall provide notice to the Bond owners of the adoption of any Supplemental Resolution described in subparagraph (4) of subsection (A) above in whichever manner it deems most effective, and shall, as soon as practicable, deliver a copy of any Supplemental Resolution effecting a change described in subparagraph (4) of subsection (A) above to each owner of a 2008 Bond Outstanding.

Section 8.3. Supplemental Resolutions Effective Upon Consent of Bond Owners. At any time or from time to time, a Supplemental Resolution may be adopted subject to consent by Bond owners in accordance with and subject to the provisions of Article IX. Any such Supplemental Resolution shall become fully effective in accordance with its terms upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Corporation and upon compliance with the provisions of Article IX.

Section 8.4. General Provisions. (A) This Resolution shall not be supplemented, modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article and Article IX. Notwithstanding anything to the contrary contained in this Resolution, for so long as the Credit Facility shall be in effect, no such supplement to or modification or amendment of this Resolution shall take effect without the consent of the Credit Facility Provider. Nothing in this Article or Article IX contained shall affect or limit the right or obligation of the Corporation to adopt, make, do, execute, acknowledge or deliver any resolution, act or other instrument pursuant to the provisions of Section 7.7 or the right or obligation of the Corporation to execute and deliver to the Trustee any instrument which is to be delivered to the Trustee pursuant to this Resolution.

(B) Any Supplemental Resolution permitted or authorized by Sections 8.1 or 8.2 may be adopted by the Corporation without the consent of any of the Bond owners, but shall become effective only on the conditions, to the extent and at the time provided in said Sections, respectively. The copy of every Supplemental Resolution filed with the Trustee shall be accompanied by a Bond Counsel's Opinion stating that (i) such Supplemental Resolution has been duly and lawfully adopted in accordance with the provisions of this Resolution, is authorized or permitted by this Resolution, is valid and binding upon the Corporation, and, subject to bankruptcy, insolvency or other laws affecting creditors' rights generally, is enforceable in accordance with its terms and (ii) the adoption of such Supplemental Resolution will not adversely affect the exclusion from gross income for Federal income tax purposes of interest on any Bonds to which the covenants of Section 7.9 hereof apply.

(C) The Trustee is hereby authorized to accept the delivery of a certified copy of any Supplemental Resolution referred to and permitted or authorized by Sections 8.1, 8.2 or 8.3 and to make all further agreements and stipulations which may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying on an opinion of counsel (which may be a Bond Counsel's Opinion) that such Supplemental Resolution is authorized or permitted by the provisions of this Resolution.

(D) No Supplemental Resolution shall change or modify any of the rights or obligations of the Trustee, the Mortgagor, the Remarketing Agent, the Tender Agent or the Credit Facility Provider without such party's written assent thereto.

ARTICLE IX

AMENDMENTS

Section 9.1. Mailing and Publication of Notice of Amendment. Any provision in this Article for the mailing of a notice or other paper to Bond owners shall be fully complied with if it is mailed postage prepaid (i) to each registered owner of Bonds affected then Outstanding at such owner's address, if any, appearing upon the register books of the

Corporation, and (ii) to the Trustee.

Section 9.2. Powers of Amendment. Subject to the provisions of Section 8.4 hereof, modification of or amendment to this Resolution and of the rights and obligations of the Corporation and of the owners of the Bonds hereunder, in any particular, may be made by a Supplemental Resolution, but only, in the event such Supplemental Resolution shall be adopted pursuant to Section 8.3, with the written consent given as provided in Section 9.3, (i) of the owners of at least two-thirds in principal amount of the Bonds Outstanding at the time such consent is given and (ii) in case less than all of the Bonds then Outstanding are affected by the modification or amendment, of the owners of at least two-thirds in principal amount of the Bonds so affected and Outstanding at the time such consent is given, and (iii) in case the modification

the Trustee, shall be mailed by the Corporation to the owners of the Bonds. Such Supplemental Resolution shall not be effective unless and until (i) there shall have been filed with the Trustee (a) the written consents of owners of the percentages of Outstanding Bonds specified in Section 9.2 and (b) a Bond Counsel's Opinion stating (I) that such Supplemental Resolution has been duly and lawfully adopted by the Corporation in accordance with the provisions of this Resolution, is authorized or permitted hereby and is valid and binding upon the Corporation and enforceable in accordance with its terms (except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency and similar laws affecting rights and remedies of creditors) and (II) the adoption of such Supplemental Resolution will not adversely affect the exclusion from gross income for Federal income tax purposes of interest on any Bonds to which the covenants of Section 7.9 hereof apply, and (ii) a notice shall have been made as hereinafter provided in this Section.

(B) The consent of a Bond owner to any modification or amendment shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 11.12. A Certificate by the Trustee filed with the Trustee that it has examined such proof and that such proof is sufficient in accordance with such Section 11.12 shall be conclusive that the consents have been given by the owners of the Bonds described in such Certificate of the Trustee. Any such consent shall be binding upon the owner of the Bonds giving such consent and upon any subsequent owner of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent owner thereof has notice thereof) unless such consent is revoked in writing by the owner of such Bonds giving such consent or a subsequent owner thereof by filing with the Trustee, prior to the time when the written statement of the Trustee hereinafter provided for in this Section is filed, such revocation. The fact that a consent has not been revoked may likewise be proved by a Certificate of the Trustee filed with the Trustee to the effect that no revocation thereof is on file with the Trustee.

(C) At any time after the owners of the required percentages of Bonds shall have filed their consents to the Supplemental Resolution, the Trustee shall make and file with the Corporation and the Trustee a written statement that the owners of such required percentages of Bonds have filed such consents. Such written statements shall be conclusive that such consents have been so filed. At any time thereafter, notice, stating in substance that the Supplemental Resolution (which may be referred to as a Supplemental Resolution adopted by the Corporation on a stated date, a copy of which is on file with the Trustee) has been consented to by the owners of the required percentages of Bonds and will be effective as provided in this Section, shall be given to Bond owners by the Corporation by mailing such notice to the Bond owners not more than ninety (90) days after the owners of the required percentages of Bonds shall have filed their consents to the Supplemental Resolution and the written statement of the Trustee hereinabove provided for is filed. The Corporation shall file with the Trustee proof of the mailing of such notice. A record, consisting of the papers required or permitted by this Section to be filed with the Trustee, shall be proof of the matters therein stated. Such Supplemental Resolution making such amendment or modification shall be deemed conclusively binding upon the Corporation, the Trustee and the owners of all Bonds at the expiration of forty (40) days after the filing with the Trustee of the proof of the mailing of the notice of such consent, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Resolution in a legal action or equitable proceeding for such purpose commenced within such forty-day period, except

that the Trustee and the Corporation during such forty (40) day period and any such further period during which any such action or proceeding may be pending shall be entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Resolution as they may deem expedient.

Section 9.4. Modifications by Unanimous Consent. Subject to the provisions of Section 8.4 hereof, the terms and provisions of this Resolution and the rights and obligations of the Corporation and of the owners of the Bonds hereunder may be modified or amended in any respect upon the adoption and filing by the Corporation of a Supplemental Resolution and the consent of the owners of all the Bonds then Outstanding, such consent to be given as provided in Section 9.3, but no such modification or amendment shall change or modify any of the rights or obligations of the Trustee without the filing with the Trustee of the written assent thereto of the Trustee, in addition to the consent of the Bond owners. No notice of any such modification or amendment either by mailing or publication shall be required to be given to Bond owners.

Section 9.5. Exclusion of Bonds. Bonds owned or held by or on behalf of, as agent for, or for the account of the Corporation or the Mortgagor (other than Purchased Bonds) shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article, and neither the Corporation nor the Mortgagor shall be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article. At the time of any consent or other action taken under this Article, the Corporation shall furnish the Trustee a Certificate of an Authorized Officer, upon which the Trustee may rely, describing all Bonds so to be excluded.

Section 9.6. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as provided in Article VIII or this Article may, and, if the Corporation so determines, shall, bear a notation by endorsement or otherwise in form approved by the Corporation and the Trustee as to such action. In that case, upon demand of the owner of any Outstanding Bond at such effective date and presentation of such Bond for the purpose at the corporate trust office of the Trustee or upon any transfer or exchange of any Bond Outstanding at such effective date, suitable notation shall be made on such Bond or upon any Bond issued upon any such transfer or exchange by the Trustee as to any such action. If the Corporation shall so determine, new Bonds modified to conform (in the opinion of the Corporation) to such action shall be prepared, executed, authenticated and delivered, and upon demand of the owner of any Bond then Outstanding shall be exchanged, without cost to such Bond owner, for Bonds of the same Series and maturity, then Outstanding, upon surrender of such Bonds.

Section 9.7. Amendments, Changes and Modifications to the Credit Facility. Subject to the provisions of this Section 9.7, the Trustee may, without the consent of the owners of the Bonds, consent to any amendment of the Credit Facility which does not prejudice in any material respect the interests of the Bondholders. Except for such amendments, the Credit Facility may be amended only with the consent of the Trustee and the owners of a majority in aggregate principal amount of Outstanding Bonds, except that, without the written consent of the owners of all Outstanding Bonds, no amendment may be made to the Credit Facility which would reduce the amounts required to be paid thereunder or change the time for payment of such amounts; provided that any such amounts may be reduced without such consent solely to the extent that such reduction represents a reduction in any fees payable from such amounts.

ARTICLE X
EVENTS OF DEFAULT, EVENT OF TERMINATION AND REMEDIES

Section 10.1. Events of Default and Termination. Each of the following events set forth in numbers (1) through (4) below is hereby declared an “Event of Default” with respect to the Bonds and the following event set forth in (5) below is hereby declared an “Event of Termination” with respect to the Bonds:

(1) payment of the principal or Redemption Price, if any, of or interest on any Bond (other than Purchased Bonds) when and as the same shall become due, whether at maturity or upon call for redemption or otherwise, shall not be made when and as the same shall become due; or

(2) payment of the Purchase Price of any 2008 Bond (other than Purchased Bonds) tendered in accordance with Appendix A hereto shall not be made when and as the same shall become due; or

(3) [Reserved];

(4) the Corporation shall fail or refuse to comply with the provisions of this Resolution or shall default in the performance or observance of any of the covenants, agreements or conditions on its part contained herein or in any applicable Supplemental Resolution or the Bonds (other than any such default resulting in an Event of Default described in paragraph (1) or (2) of this Section 10.1), and such failure, refusal or default shall continue for a period of forty-five (45) days after written notice thereof by the Trustee or the owners of not less than five percent (5%) in principal amount of the Outstanding Bonds; or

(5) receipt by the Trustee of written notice from the Credit Facility Provider that an “Event of Default” has occurred under the Credit Agreement, together with a written direction from the Credit Facility Provider to the Trustee to exercise either the remedy set forth in Section 10.2(A)(5) of this Resolution or the remedy set forth in Section 10.2(A)(8) of this Resolution, as provided in such direction.

Section 10.2. Remedies. (A) Upon the happening and continuance of an Event of Termination specified in paragraph (5) of Section 10.1, the Trustee shall proceed, in its own name pursuant to the direction of the Credit Facility Provider as described in Section 10.1(5), to protect and enforce the remedies of the Bond owners and the Credit Facility Provider by the remedies set forth in either paragraph (5) or paragraph (8) below, as specified in the direction of the Credit Facility Provider as described in paragraph (5) of Section 10.1; provided, however, that anything in Section 11.3 to the contrary notwithstanding, the Trustee shall enforce the remedies set forth in paragraph (5) and paragraph (8) within the time limits provided in such paragraphs. Upon the happening and continuance of any Event of Default specified in paragraphs (1) or (2) of Section 10.1, the Trustee shall proceed, or upon the happening and continuance of any Event of Default specified in paragraph (4) of Section 10.1, the Trustee may proceed and, upon the written request of the owners of not less than twenty-five percent (25%) in principal amount of the Outstanding Bonds, shall proceed, in its own name, subject, in each case,

to the provisions of Section 11.3 and the receipt of the written consent of the Credit Facility Provider, to protect and enforce the rights of the Bond owners by the remedies specified below for particular Events of Default, and such other of the remedies set forth in paragraphs (1) through (7) below, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights. Each of the following is declared to be a remedy with respect to the Bonds:

- (1) by mandamus or other suit, action or proceeding at law or in equity, to enforce all rights of the Bond owners, including the right to require the Corporation to receive and collect Revenues adequate to carry out the covenants and agreements as to the Mortgage Loan (subject to the provisions of the Assignment) and to require the Corporation to carry out any other covenants or agreements with such Bond owners, and to perform its duties under the Act;
- (2) by bringing suit upon the Bonds;
- (3) by action or suit in equity, to require the Corporation to account as if it were the trustee of an express trust for the owners of the Bonds;
- (4) by action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Bonds;
- (5) with the written consent of the Credit Facility Provider in the case of an Event of Default or upon the direction described in Section 10.1(5) in the case of an Event of Termination, by immediately declaring all Bonds or, with respect to an Event of Termination, a portion of the 2008 Bonds in the principal amount specified by the Credit Facility Provider, due and payable whereupon, with respect to any affected 2008 Bonds, such Bonds shall be immediately redeemed pursuant to Section 102(H) of Appendix A hereto, provided that upon the happening and continuance of an Event of Default specified in paragraph (1) or (2) of Section 10.1, the Trustee shall declare all Bonds due and payable;
- (6) in the event that all Outstanding Bonds are declared due and payable, by selling the Mortgage Loan (subject to the provisions of the Assignment) and any Investment Securities securing such Bonds;
- (7) by taking such action with respect to or in connection with the Credit Facility as the Trustee deems necessary to protect the interests of the owners of the 2008 Bonds; or
- (8) upon the happening and continuance of an Event of Termination specified in paragraph (5) of Section 10.1, and upon receipt of direction from the Credit Facility Provider, by carrying out a purchase of all, or if so designated by the Credit Facility Provider, a portion of the 2008 Bonds, pursuant to Section 701 of Appendix A hereto on a date specified by the Credit Facility Provider, which date shall not be later than eight (8) days following receipt by the Trustee of such direction.

(B) In the enforcement of any rights and remedies under this Resolution, the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due and unpaid from the Corporation for principal, Redemption Price, interest or otherwise, under any provisions of this Resolution or a Supplemental Resolution or of the Bonds with interest on overdue payments at the rate of interest specified in such Bonds, together with any and all fees and expenses of the Trustee and costs and expenses of collection and of all proceedings thereunder and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Bond owners, and to recover and enforce a judgment or decree against the Corporation for any portion of such amounts remaining unpaid, with interest, costs and expenses (including without limitation pre-trial, trial and appellate attorneys' fees), and to collect from any moneys available for such purpose, in any manner provided by law, the moneys adjudged or decreed to be payable.

(C) Upon the occurrence of any Event of Default or an Event of Termination, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Bond owners under this Resolution, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the Revenues and of the assets of the Corporation relating to the Bonds pending such proceedings, with such powers as the court making such appointment shall confer.

(D) Except upon the occurrence and during the continuance of an Event of Default or an Event of Termination hereunder, subject to the terms of the Assignment, the Corporation hereby expressly reserves and retains the privilege to receive and, subject to the terms and provisions of this Resolution, to keep or dispose of, claim, bring suit upon or otherwise exercise, enforce or realize upon its rights and interest in and to the Mortgage Loan and the proceeds and collections therefrom, and neither the Trustee nor any Bond owner shall in any manner be or be deemed to be an indispensable party to the exercise of any such privilege, claim or suit.

Section 10.3. Priority of Payments After Default or Event of Termination.

(A) In the event that upon the happening and continuance of any Event of Default or an Event of Termination the funds held by the Trustee shall be insufficient for the payment of the principal or Redemption Price, if any, of and interest then due on the Bonds affected, such funds (other than funds held for the payment or redemption of particular Bonds which have theretofore become due at maturity or by call for redemption) and any other amounts received or collected by the Trustee acting pursuant to the Act and this Article, after making provision for the payment of any expenses necessary in the opinion of the Trustee to protect the interest of the owners of such Bonds and for the payment of the fees, charges and expenses and liabilities incurred and advances made by the Trustee in the performance of its duties under this Resolution, shall be applied in the order of priority with respect to Bonds as set forth in subsection (C) of this Section 10.3 and as follows:

(1) Unless the principal of all of such Bonds shall have become or have been declared due and payable:

FIRST: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the

amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference;

SECOND: To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any such Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price, if any, due on such date, to the persons entitled thereto, without any discrimination or preference;

THIRD: To the payment of amounts owed to the Credit Facility Provider under the Credit Agreement or under any other agreement or document securing obligations owed by the Mortgagor to the Credit Facility Provider or otherwise relating to the provision of the Credit Facility, including amounts to reimburse the Credit Facility Provider to the extent it has made payments under the Credit Facility; and

FOURTH: To the payment of amounts owed to the Construction Lender under the Construction Phase Credit Documents or under any other agreement or document securing obligations owed by the Mortgagor to the Construction Lender or otherwise relating to the provision of the Construction Phase Credit Facility, including amounts to reimburse the Construction Lender to the extent it has made payments under the Construction Phase Credit Facility.

(2) If the principal of all such Bonds shall have become or have been declared due and payable, first, to the payment of the principal and interest then due and unpaid upon such Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any such Bond over any other such Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in such Bonds, second, to pay the Credit Facility Provider amounts owed to it under the Credit Agreement, including reimbursement to the extent it has made payments under the Credit Facility and third, to pay the Construction Lender amounts owed to it under the Construction Phase Credit Documents, including reimbursement to the extent it has made payments under the Construction Phase Credit Facility.

(B) Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. The deposit of such moneys with the Trustee, or otherwise setting aside such moneys in trust for the proper purpose, shall constitute proper application by the Trustee and the Trustee shall incur no liability whatsoever to the Corporation, to any Bond owner or to any other person for any delay in applying any such

moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of this Resolution as may be applicable at the time of application by the Trustee. Except as otherwise provided in this Resolution, whenever the Trustee shall exercise such discretion in applying such moneys, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate for the fixing of any such date. The Trustee shall not be required to make payment to the owner of any Bond unless such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

(C) If, at the time the Trustee is to apply amounts in accordance with the provisions of subsection (A) of this Section 10.3, any of the Bonds Outstanding are Purchased Bonds, the Trustee shall make the payments with respect to the Bonds prescribed by Section 10.3 (A) (1) and (2) first, to the owners of all Bonds Outstanding other than Purchased Bonds and second, to the owner of Purchased Bonds.

Section 10.4. Termination of Proceedings. In case any proceeding taken by the Trustee on account of any Event of Default or an Event of Termination, including without limitation for the appointment of a receiver or otherwise, has been discontinued or abandoned for any reason, then in every such case the Corporation, the Trustee, the Bond owners and the Credit Facility Provider shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no such proceeding had been taken.

Section 10.5. Redemption of Bonds. The Corporation shall have the right to redeem any of the Bonds Outstanding on or after the date of the maturity of such Bonds, and to the extent of the principal amount of the Bonds Outstanding on the date of redemption, the Corporation shall pay to the owner of such Bonds the principal amount of such Bonds, together with any interest accrued to the date of redemption.

and 10.2(A)(9) the amount of the maturity in principal amount of the Bonds Outstanding on the date of redemption.

granted under the law or to institute such action, suit or proceeding in its name and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the fees, costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers under this Resolution or for any other remedy provided hereunder or by law. It is understood and intended that no one or more owners of the Bonds hereby secured shall have any right in any manner whatsoever by action of such owner or owners to affect, disturb or prejudice the security of this Resolution, or to enforce any right hereunder or under law with respect to the Bonds or this Resolution, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all owners of the Outstanding Bonds. Nothing contained in this Article, however, shall affect or impair the right of any Bond owner to enforce the payment of the principal of and interest on such owner's Bonds, or the obligation of the Corporation to pay the principal of and interest on each Bond issued hereunder to the owner thereof at the time and place in said Bond expressed.

(B) Anything to the contrary notwithstanding contained in this Section, or any other provision of this Resolution, each owner of any Bond by such owner's acceptance thereof shall be deemed to have agreed that any court in its discretion may require, in any suit for the enforcement of any right or remedy under this Resolution or any Supplemental Resolution, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the reasonable costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable pre-trial, trial and appellate attorneys' fees, against any party litigant in any such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this paragraph shall not apply to any suit instituted by the Trustee, to any suit instituted by any Bond owner, or group of Bond owners, holding at least twenty-five percent (25%) in principal amount of the Bonds Outstanding, or to any suit instituted by any Bond owner for the enforcement of the payment of any Bond on or after the respective due date thereof expressed in such Bond.

Section 10.7. Possession of Bonds by Trustee Not Required. All rights of action under this Resolution or under any of the Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds or the production thereof on the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the owners of such Bonds, subject to the provisions of this Resolution.

Section 10.8. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the owners of the Bonds is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 10.9. No Waiver of Event of Default or Event of Termination. No delay or omission of the Trustee or of any owner of the Bonds to exercise any right or power accruing upon any Event of Default or Event of Termination shall impair any such right or power or shall

be construed to be a waiver of any such default or an acquiescence therein and every power and remedy given by this Resolution to the Trustee and the owners of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 10.10. Notice of Event of Default. The Trustee shall give to the Bond owners notice of each Event of Default hereunder known to the Trustee within ninety (90) days after actual knowledge by the Trustee of the occurrence thereof, unless such Event of Default shall have been remedied or cured before the giving of such notice. However, except in the case of default in the payment of the principal or Redemption Price, if any, of or interest on any of the Bonds, or in the making of any payment required to be made into the Bond Proceeds Account, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a corporate trust committee of directors or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the interest of the Bond owners. Each such notice of Event of Default shall be given by the Trustee by mailing written notice thereof: (i) to all registered owners of Bonds, as the names and addresses of such owners appear upon the books for registration and transfer of Bonds as kept by the Trustee, and (ii) to such other persons as may be required by law.

Section 10.11. Rights of the Credit Facility Provider. Notwithstanding anything contained herein to the contrary, (i) all rights of the Credit Facility Provider under this Resolution, including, but not limited to, the right to consent to, approve, initiate or direct extensions, remedies, waivers, actions and amendments hereunder shall (as to the Credit Facility Provider) cease, terminate and become null and void (a) if, and for so long as, there is a Wrongful Dishonor of the Credit Facility by the Credit Facility Provider, or (b) if the Credit Facility is no longer in effect; provided, however, that notwithstanding any such Wrongful Dishonor, the Credit Facility Provider shall be entitled to receive notices pursuant to this Resolution in accordance with the terms of this Resolution, and (ii) if, and for so long as, there is a Wrongful Dishonor of the Credit Facility by the Credit Facility Provider or if the Credit Agreement is no longer in effect, all rights of the Credit Facility Provider with respect to the Principal Reserve Fund (including, but not limited to, directing the use of amounts therein) may be exercised by the Corporation.

ARTICLE XI

CONCERNING THE TRUSTEE, TENDER AGENT AND REMARKETING AGENT

Section 11.1. Appointment and Acceptance of Duties of Trustee.

(A) The Bank of New York Mellon is appointed as Trustee and shall signify its acceptance of the duties and obligations of the Trustee hereunder by executing and delivering to the Corporation a written instrument of acceptance.

(B) The Trustee is hereby vested with all the rights, powers and duties of a Trustee permitted to be appointed by Bond owners pursuant to the Act and the right of Bond owners to appoint a trustee pursuant to the Act is hereby abrogated as permitted by the Act.

Section 11.2. Responsibility of Trustee. The recitals of fact herein and in the Bonds contained shall be taken as the statements of the Corporation and the Trustee does not assume any responsibility for the correctness or completeness of the same. The Trustee makes no representations as to the validity or sufficiency of this Resolution or of any Bonds issued hereunder (except for its certificate of authentication on each Bond) or in respect of the security afforded by this Resolution, any Credit Facility or the Assignment, and the Trustee shall not incur any responsibility in respect thereof. The Trustee shall be responsible for the performance only of such duties as are specifically set forth herein, and no duty shall be implied from any provision hereof. The Trustee shall be responsible for its representations contained in its certificate on the Bonds. The Trustee shall not be under any responsibility or duty with respect to the issuance of the Bonds for value or the application of the proceeds thereof or the application of any moneys paid to the Corporation. Except with respect to obtaining funds under the Credit Facility in accordance with the provisions of this Resolution, the Trustee shall not be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified to its satisfaction. The Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

Section 11.3. Evidence on Which the Trustee May Act. The Trustee shall be protected in acting upon any notice, requisition, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be of counsel to, and/or an employee of, the Corporation (provided that there shall in no case be a delay due to such consultation with respect to any obtaining of funds under the Credit Facility required by this Resolution), and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, including payment of moneys out of any Account, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate signed by an Authorized Officer of the Corporation, and such Certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Resolution upon the faith thereof, but in its sole discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may

seem reasonable. Neither the Trustee nor any successor Trustee shall be liable to the Corporation, the owners of any of the Bonds, the Credit Facility Provider, or any other person for any act or omission done or omitted to be done by such Trustee in reliance upon any instruction, direction or certification received by the Trustee pursuant to this Resolution or for any act or omission done or omitted in good faith and without negligence or willful or reckless misconduct. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the Corporation to the Trustee shall be sufficiently executed if executed in the name of the Corporation by an Authorized Officer of the Corporation.

Section 11.4. Compensation. The Corporation shall pay or provide for the payment of reasonable compensation to the Trustee from time to time for all services rendered under this Resolution and also all reasonable fees, expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The Corporation further agrees to indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or willful default.

Section 11.5. Permitted Acts and Functions. The Trustee may become the owner of any Bonds, with the same rights it would have if it were not the Trustee. The Trustee may act as depositary for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bond owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Resolution, whether or not any such committee shall represent the owners of a majority in principal amount of the Bonds then Outstanding. The Trustee may be an underwriter in connection with the sale of the Bonds or of any other securities offered or issued by the Corporation or any political subdivision thereof.

Section 11.6. Resignation of Trustee. A Trustee may at any time resign and be discharged of the duties and obligations created by this Resolution by giving not less than sixty (60) days' written notice to the Corporation, the Servicer and the Credit Facility Provider and mailing notice thereof specifying the date when such resignation shall take effect, to each of the registered owners, and such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed, as provided in Section 11.8, in which event such resignation shall take effect immediately on the appointment of such successor; provided, however, no such resignation shall take effect until a successor Trustee has been appointed.

Section 11.7. Removal of Trustee. A Trustee shall be removed by the Corporation (i) if at any time so requested by an instrument or concurrent instruments in writing, filed with the Trustee and the Corporation and signed by the owners of a majority in principal amount of the Bonds then Outstanding or their attorney-in-fact duly authorized, excluding any Bonds held by or for the account of the Corporation and such request is approved by the Credit Facility Provider, or (ii) if at any time so requested in writing by the Credit Facility Provider and such request is approved by the Corporation (which approval shall not be unreasonably withheld); provided, however, no such removal shall take effect until a successor Trustee has

been appointed. The Corporation may remove the Trustee with the consent of the Credit Facility Provider (which consent shall not be unreasonably withheld) at any time, except during the existence of an Event of Default or an Event of Termination, for such cause as shall be determined in the sole discretion of the Corporation by filing with the Trustee an instrument signed by an Authorized Officer of the Corporation; provided, however, no such removal shall take effect until a successor Trustee has been appointed.

Section 11.8. Appointment of Successor Trustee. (A) In case at any time a Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of a Trustee, or of its property or affairs, the Corporation covenants and agrees that it will thereupon (with the written consent of the Credit Facility Provider, such consent not to be unreasonably withheld or delayed) appoint a successor Trustee. The Corporation shall, in whichever manner it deems most economical, either (i) publish notice of any such appointment made by it in Authorized Newspapers, such publication to be made within twenty (20) days after such appointment, or (ii) mail notice of any such appointment made by it to the registered owners of the Bonds, at their last addresses, if any, appearing upon the registry books.

(B) If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within forty-five (45) days after the Trustee shall have given to the Corporation written notice, as provided in Section 11.6, or after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, the Trustee or the owner of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

(C) The Trustee and successor Trustee appointed under the provisions of this Section in succession to the Trustee shall be a trust company or commercial bank, which shall be a federal depository institution or a state-chartered depository institution, having the powers of a trust company within or, if there shall be a Tender Agent resident in the State, outside the State, having capital, surplus and undivided profits aggregating at least \$100,000,000 if there be such a trust company or bank willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution.

Section 11.9. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Resolution shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Corporation, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee, but the Trustee ceasing to act shall nevertheless, on the request of the Corporation, or of its successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under this Resolution, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should

any deed, conveyance or instrument in writing from the Corporation be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Corporation. Upon the effectiveness of the resignation or removal of the Trustee, such Trustee's authority to act pursuant to this Resolution shall terminate and such Trustee shall have no further responsibility or liability whatsoever for performance of this Resolution as Trustee.

Section 11.10. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all its corporate trust business, provided such company shall be a trust company or bank which is qualified to be a successor to the Trustee under Section 11.8 and shall be authorized by law to perform all the duties imposed upon it by this Resolution, shall be the successor to the Trustee without the execution or filing of any paper or the performance of any further act, anything herein to the contrary notwithstanding. The Trustee shall provide notice to the Corporation of any such merger, consolidation or asset sale.

Section 11.11. Adoption of Authentication. In case any of the Bonds shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated, and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee or in the name of the successor Trustee, and in all such cases such certificate shall have the full force which it is anywhere in said Bonds or in this Resolution provided that the certificate of authentication of the Trustee shall have.

Section 11.12. Evidence of Signatures of Bond Owners and Ownership of Bonds.
(A) Any request, consent or other instrument which this Resolution may require or permit to be signed and executed by the Bond owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Bond owners in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the ownership by any person of the Bonds shall be sufficient for any purpose of this Resolution (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may nevertheless in its sole discretion require further or other proof in cases where it deems the same desirable. The fact and date of the execution by any Bond owner or such owner's attorney of such instrument may be proved by the Certificate, which need not be acknowledged or verified, of an officer of a bank or trust company, financial institution or other member of the Financial Industry Regulatory Authority, Inc. satisfactory to the Trustee or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. The authority of the person or persons executing any such instrument on behalf of a corporate Bond owner may be established without further proof if such instrument is signed by a person purporting to be the

president or vice president of such corporation with a corporate seal affixed and attested by a person purporting to be its secretary or an assistant secretary.

(B) The ownership of Bonds and the amount, numbers and other identification, and date of holding the same shall be proved by the registry books.

(C) Any request, consent or vote of the owner of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done by the Corporation or any fiduciary in accordance therewith.

Section 11.13. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Resolution or any Supplemental Resolution (or microfilm, microcard or similar photographic reproduction thereof) shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Corporation, the Servicer, the Credit Facility Provider and any Bond owner and their agents and their representatives, any of whom may make copies thereof.

Section 11.14. Appointment and Acceptance of Duties of Remarketing Agent.

(A) Merrill Lynch, Pierce, Fenner & Smith Incorporated is appointed as the initial Remarketing Agent for the 2008 Bonds and shall signify its acceptance of the duties and obligations of the Remarketing Agent hereunder and under the Remarketing Agreement by executing and delivering the Remarketing Agreement.

(B) The Remarketing Agent may be removed or may resign pursuant to the terms of the Remarketing Agreement.

(C) In case at any time a Remarketing Agent shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Remarketing Agent, or of its property, shall be appointed, or if any public officer shall take charge or control of a Remarketing Agent, or of its property or affairs, a successor Remarketing Agent shall be appointed in accordance with the terms of the Remarketing Agreement. Any successor Remarketing Agent appointed in accordance with the provisions of this Section in succession to the Remarketing Agent shall be approved in writing by the Credit Facility Provider and either a member in good standing of the Financial Industry Regulatory Authority, Inc. or a bank incorporated under the laws of the United States of America or any state of the United States of America, having a capitalization of at least \$15,000,000, whose unsecured debt, if any, has a rating equivalent to or higher than a Baa-3 long term rating or a P-3 short term rating issued by the rating agency then rating the 2008 Bonds, and authorized by law to perform all the duties imposed upon it by the Remarketing Agreement and this Resolution; provided, however, that no resignation or removal of the Remarketing Agent shall take effect until a successor Remarketing Agent has been appointed and such successor has assumed the duties and obligations of the Remarketing Agent.

(D) In the event of the resignation or removal of the Remarketing Agent, the Remarketing Agent shall pay over, assign and deliver any moneys and 2008 Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee.

Section 11.15, Appointment and Acceptance of Duties of Tender Agent.

(A) The Bank of New York Mellon is appointed as the initial Tender Agent for the 2008 Bonds, and shall signify its acceptance of the duties and obligations of the Tender Agent hereunder and under the Tender Agent Agreement by executing and delivering the Tender Agent Agreement.

(B) The Tender Agent may be removed or may resign pursuant to the terms of the Tender Agent Agreement.

(C) In case at any time a Tender Agent shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Tender Agent, or of its property, shall be appointed, or if any public officer shall take charge or control of a Tender Agent, or of its property or affairs, the Corporation covenants and agrees that it will thereupon appoint a successor Tender Agent with the approval of the Mortgagor and the Credit Facility Provider which approvals shall not be unreasonably withheld. The Tender Agent and any successor Tender Agent appointed under the provisions of this Section in succession to the Tender Agent shall be a commercial bank, which shall be a federal depository institution or a state-chartered depository institution, with trust powers and authorized by law to perform all the duties imposed upon it by this Resolution; provided, however, that no resignation or removal of the Tender Agent shall take effect until a successor Tender Agent has been appointed and such successor has assumed the duties and obligations of the Tender Agent.

(D) In the event of the resignation or removal of the Tender Agent, the Tender Agent shall pay over, assign and deliver any moneys and 2008 Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee.

(E) In the event that the Corporation shall fail to appoint a successor Tender Agent hereunder, or in the event that the Tender Agent shall resign or be removed, or be dissolved, or if the property or affairs of the Tender Agent shall be taken under the control of any state or Federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Corporation shall not have appointed its successor as Tender Agent, the Trustee, upon receipt of written notice from the Corporation shall ipso facto be deemed to be the Tender Agent for all purposes of this Resolution until the appointment by the Corporation of a successor Tender Agent.

ARTICLE XII

DEFEASANCE; MISCELLANEOUS PROVISIONS

Section 12.1. Defeasance. (A) If the Corporation shall pay or cause to be paid to the owners of all Bonds then Outstanding the principal and interest and Redemption Price, if any, to become due thereon, from Available Moneys, at the times and in the manner stipulated therein and in this Resolution, and if the Corporation shall pay or cause to be paid the fees and expenses of the Trustee, then the pledge of any Revenues and other moneys, securities, funds and property hereby pledged and all other rights granted hereby shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the Corporation, execute and deliver to the Corporation all such instruments as may be desirable to evidence such discharge and satisfaction and the Trustee shall pay over or deliver to the Corporation all moneys or securities held by it pursuant to this Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

(B) Bonds or interest installments for the payment or redemption of which Available Moneys shall have been set aside and shall be held in trust by the Trustee (through deposit by the Corporation of funds for such payment or redemption or otherwise) at the maturity or Redemption Date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this Section. Except during a Weekly Rate Period, all Outstanding Bonds of any Series shall, prior to the maturity or Redemption Date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this Section if: (1) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Corporation shall have given to the Trustee in form satisfactory to it irrevocable instructions to give as provided in Article VI notice of redemption on said date of such Bonds, (2) there shall have been set aside and shall be held in trust by the Trustee (through deposit by the Corporation of funds for such payment or redemption or otherwise) either (a) Available Moneys in an amount which shall be sufficient, or (b) Government Obligations purchased with Available Moneys or (c) obligations (which obligations shall be rated by the national rating agency or agencies then rating said Bonds no lower than the highest rating category assigned by such rating agency or agencies) purchased with Available Moneys (i) validly issued by or on behalf of a state or political subdivision thereof, (ii) the interest on which is excluded from gross income for Federal income tax purposes pursuant to Section 103(a)(1) of the Code and (iii) fully secured by a first lien on Government Obligations, the principal of and the interest on which when due will provide moneys which, together with the Available Moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay when due the principal or Redemption Price, if any, of and interest (at the Term Rate or Fixed Rate during a Term Rate Period or the Fixed Rate Period, respectively) due and to become due on said Bonds on and prior to the Redemption Date or maturity date thereof, as the case may be, and (3) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the Corporation shall have given the Trustee in form satisfactory to it irrevocable instructions to give by mail, as soon as practicable, notice to the owners of such Bonds that the deposit required by this subsection has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section and stating such maturity or Redemption Date upon which moneys are to be available for the payment of the principal or Redemption Price, if any, of said

Bonds. Upon receipt of written instructions from the Corporation (together with the written consent of the Credit Facility Provider), the Trustee shall obtain funds under the Credit Facility, to make the deposit described in clause (2) of this paragraph (B). To the extent required for the payment of the principal or Redemption Price, if applicable, of and interest on said Bonds, neither Available Moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any Government Obligations or obligations described in clause (c) above, deposited with the Trustee pursuant to this Section be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if any, of and interest on said Bonds; provided that any cash received from such principal or interest payments on such Government Obligations or obligations described in clause (c) above, deposited with the Trustee pursuant to this Section, if not then needed for such purpose, shall, to the extent practicable, be reinvested in obligations described in clause (b) or (c) above, maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if any, of and interest to become due on said Bonds on and prior to such Redemption Date or maturity date thereof, as the case may be, and any Available Moneys deposited with the Trustee pursuant to this Section and principal and interest payments on the obligations described in clause (b) or (c) above, if not required for the payment of said Bonds, and after payment of the fees and expenses of the Trustee, be paid over to the Mortgagor, as received by the Trustee, free and clear of any trust, lien or pledge. The Trustee may sell, transfer or otherwise dispose of the obligations described in clauses (b) and (c) above, deposited with the Trustee pursuant to this Section; provided that the amounts received upon any such sale, transfer or other disposition, or a portion of such amounts, shall be applied to the purchase of other obligations described in clauses (b) and (c) above, the principal of and the interest on which when due will provide Available Moneys which, together with the moneys on deposit with the Trustee, shall be sufficient to pay when due the principal or Redemption Price, if applicable, of and interest due and to become due on said Bonds on and prior to the Redemption Date or maturity date thereof, as the case may be, in accordance with this Section.

(C) If, through the deposit of moneys by the Corporation or otherwise, the Trustee shall hold, pursuant to this Resolution, moneys sufficient to pay the principal and interest to maturity on all Bonds, or in the case of Bonds in respect of which the Corporation shall have taken all action necessary to redeem prior to maturity, sufficient to pay the Redemption Price and interest to such Redemption Date, then at the request of the Corporation, all moneys shall be held by the Trustee for the payment or the redemption of Bonds.

(D) Amounts held by the Trustee for the payment of principal or Redemption Price of, or interest on, Bonds held by particular Bond owners with respect to which no claim for payment has been made shall be disposed of as provided by applicable law, or, if there shall be no such applicable law, shall be returned to the Corporation three (3) years after the date on which payment of such amounts would have been due.

Section 12.2. No Recourse Under Resolution or on Bonds. All covenants, stipulations, promises, agreements and obligations of the Corporation contained in this Resolution shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Corporation and not of any officer or employee of the Corporation in such officer's or employee's individual capacity, and no recourse shall be had for the payment of the principal or Redemption Price of or interest on the Bonds or for any claim based thereon or on

this Resolution against any officer or employee of the Corporation or any natural person executing the Bonds.

Section 12.3. Notices. Unless otherwise specified herein, any notice, direction, consent, assent or other communication required or permitted hereunder to be given to the Corporation, the Trustee or the Credit Facility Provider shall be deemed validly given only if provided to such parties in writing and delivered personally or sent by registered or certified mail, postage prepaid and return receipt requested, at the following respective addresses:

if to the Corporation, to

New York City Housing Development Corporation
110 William Street, 10th Floor
New York, New York 10038
Attention: President

with a copy to

New York City Housing Development Corporation
110 William Street
New York, New York 10038
Attention: General Counsel

if to the Trustee, to

The Bank of New York Mellon
240 Greenwich Street, Floor 7E
New York, New York 10286
Attention: New York Municipal Finance Unit

if to the Tender Agent, to

The Bank of New York Mellon
240 Greenwich Street, Floor 7E
New York, New York 10286
Attention: New York Municipal Finance Unit

if to the Credit Facility Provider, to

Federal Home Loan Mortgage Corporation
8100 Jones Branch Drive
McLean, Virginia 22102
Attention: Multifamily Management and Information Control

with a copy to

Federal Home Loan Mortgage Corporation
8100 Jones Branch Drive
McLean, Virginia 22102
Attention: Associate General Counsel - Multifamily Legal Department

with a copy to

Federal Home Loan Mortgage Corporation
8100 Jones Branch Drive
McLean, Virginia 22102
Attention: Mortgage Loan Servicing

if to the Construction Lender, to

JPMorgan Chase Bank, N.A.
270 Park Avenue, 20th Floor
New York, New York 10017
Attention: Municipal Credit Group

with a copy to

Heller Ehrman LLP
120 West 45th Street
New York, New York
Brooklyn, New York 10036
Attention: Steven Koppel, Esq.

if to the Mortgagor, to

East 124th Street LLC
551 Fifth Avenue, 23rd Floor
New York, New York 10176
Attention: Jonathan F.P. Rose

with a copy to

Hirschen Singer & Epstein LLP
902 Broadway
New York, New York 10010
Attention: Richard C. Singer, Esq.

if to the Servicer, to

Wachovia Multifamily Capital, Inc.
7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 2081
Attention: Servicing Department

if to the Remarketing Agent, to

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
4 World Financial Center, 9th Floor
New York, New York 10080
Attention: Barbara Feldman

or to such other address of which the person giving such notice, direction, consent, assent or other communication shall have received notice in accordance with this Resolution.

Section 12.4. Notice to Rating Service. At such time as there is a change in the Trustee, the Tender Agent or the Remarketing Agent, Additional Bonds are issued, a Change Date occurs, any material amendment to the Resolution, the Credit Facility, the Credit Agreement or the Loan Agreement is made, or a Credit Facility expires or an extension of the maturity of the 2008 Bonds is effected or whenever there is a redemption pursuant to Section 102 of Appendix A hereto or a defeasance of 2008 Bonds, written notice of same shall be given to Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, Inc., 55 Water Street, New York, New York 10041, Attention: Public Finance Surveillance or by e-mail to pubfin_structured@sandp.com.

Section 12.5. Payments Due on Days Not Business Days. If the date for making any payment of principal or Redemption Price of or interest on any of the Bonds shall be a day other than a Business Day, then payment of such principal or Redemption Price of or interest on such Bonds need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date originally fixed for such payment, except that during any Weekly Rate Period, interest shall continue to accrue on any unpaid principal to such next succeeding Business Day.

Section 12.6. Effective Date. This Resolution shall take effect on _____, 2019 upon delivery of a certified copy hereof to the Trustee.

APPENDIX A

TERMS OF THE 2008 BONDS

CHAPTER 1

GENERAL PROVISIONS

Section 101. Maturity, Interest, Redemption, Purchase, Numbering and Lettering Provisions. (A) (1) The 2008 Bonds shall mature, subject to Section 601(D) of this Appendix A, on November 1, 2046 shall bear interest, payable in arrears, at the rates determined as provided in Sections 301, 501 and 601 hereof, as applicable, shall be subject to redemption as set forth in Section 102 hereof, and shall contain the Mandatory Purchase Provision and Demand Purchase Option set forth in Sections 701 and 702 hereof, respectively, as applicable.

(2) Anything herein to the contrary notwithstanding, at no time shall the interest rate on the 2008 Bonds exceed the Maximum Rate; provided, however, that the Maximum Rate may be increased by the Corporation, from time to time, to a rate specified by the Corporation (the "Adjusted Maximum Rate"), which Adjusted Maximum Rate shall, in no event, exceed fifteen percent (15%) per annum. Each such adjustment of the Maximum Rate to the Adjusted Maximum Rate or of an existing Adjusted Maximum Rate to a new Adjusted Maximum Rate shall be referred to herein as the "Maximum Interest Rate Change". The Maximum Interest Rate Change shall become effective upon at least twenty (20) days' written notice from the Corporation to the Trustee and the Remarketing Agent and the receipt by the Trustee on or prior to the effective date of the Maximum Interest Rate Change of the following: (1) an opinion of Bond Counsel to the Corporation to the effect that the Maximum Interest Rate Change will not adversely affect the exclusion of interest on the 2008 Bonds from gross income for Federal income tax purposes; (2) the written consent of the Credit Facility Provider to the Maximum Interest Rate Change; (3) a substitute Credit Facility securing (i) the amount secured by the original Credit Facility as of the date of such substitution, together with (ii) the amount of interest represented by the new Adjusted Maximum Rate on the aggregate principal amount of Outstanding 2008 Bonds or, if the existing Credit Facility Provider so agrees, an amendment to the Credit Facility increasing the amount of the Credit Facility by such difference; (4) such opinions, certificates or other documents with respect to the substitute Credit Facility or the Maximum Interest Rate Change as may be required by the Corporation, the Trustee or counsel thereto; (5) written evidence satisfactory to the Corporation, the Trustee and counsel thereto that the Maximum Interest Rate Change shall not adversely affect the then current ratings on the 2008 Bonds, if any; and (6) a form of notice of the Maximum Interest Rate Change satisfactory to the Corporation, the Trustee and counsel to each of such parties. Such notice shall be mailed by the Trustee by first-class mail to (i) each registered owner of the 2008 Bonds within ten (10) days of the effective date of each Maximum Interest Rate Change and (ii) to each subsequent registered owner of a 2008 Bond within ten (10) days of receipt by the Trustee of notice of the name and address of such new registered owner.

(B) During any Weekly Rate Period, interest on the 2008 Bonds shall be payable on a monthly basis on the first Business Day of each month occurring after the Interest Method Change Date with respect thereto (or, if applicable, the date of initial issuance thereof),

on any Change Date and on the final maturity date of the 2008 Bonds. During any Term Rate Period, interest on the 2008 Bonds shall be payable on the first day of the sixth calendar month following the month in which the Interest Method Change Date with respect thereto occurs and the first day of each sixth month thereafter, on any Change Date and on the final maturity date of the 2008 Bonds. During the Fixed Rate Period, interest on the 2008 Bonds shall be payable on June 1 and December 1 of each year and on any Change Date. During any Weekly Rate Period, interest on the 2008 Bonds shall be computed on the basis of a 365- or 366-day year, actual number of days elapsed. During any Term Rate Period and the Fixed Rate Period, interest on the 2008 Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

(C) The 2008 Bonds shall be numbered from one (1) upward in such order as the Trustee shall determine with the prefix "R" preceding the number. The 2008 Bonds issued in exchange shall be numbered in such manner as the Trustee in its discretion shall determine.

(D) The 2008 Bonds shall be sold to such purchaser or purchasers as the Corporation shall determine. An Authorized Officer of the Corporation shall, subject to Section 4.1 of the Resolution, determine the portion of the proceeds of sale of the 2008 Bonds to be deposited in the Revenue and Bond Proceeds Accounts.

Section 102. Redemption Provisions. The 2008 Bonds shall be subject to redemption at all times as follows:

(A) (i) The 2008 Bonds shall be subject to mandatory redemption, in whole or in part, at any time prior to maturity, to the extent of any Recoveries of Principal (other than (i) the advance payment in full of all amounts to become due pursuant to the Mortgage Loan, at the option of the Mortgagor, with moneys other than amounts transferred from the Principal Reserve Fund, during a Weekly Rate Period or (ii) the advance payment in full or in part of amounts to become due pursuant to the Mortgage Loan, at the option of the Mortgagor, during a Term Rate Period or the Fixed Rate Period), at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2008 Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date.

(ii) During the Fixed Rate Period, the 2008 Bonds shall (with the prior written consent of the Credit Facility Provider) be subject to mandatory redemption, in whole or in part, at any time prior to maturity on or after the first date established for such redemption pursuant to the table shown below, to the extent of Recoveries of Principal resulting from the advance payments of amounts to become due pursuant to the Mortgage Loan, at the option of the Mortgagor, and when redeemed during any of the periods shown in the following table, at the Redemption Price set forth opposite such period in said table (expressed as a percentage of the principal amount of the 2008 Bonds to be redeemed) plus accrued interest to the Redemption Date, provided, however, that upon conversion of the rate of interest on the 2008 Bonds to the Fixed Rate, the Corporation, upon receipt by the Corporation and the Trustee of an opinion of Bond Counsel to the Corporation to the effect that the establishment of redemption terms other than as described below in this paragraph for the redemption described above in this paragraph shall not adversely affect the exclusion of interest on the 2008 Bonds from

gross income for Federal income tax purposes, may establish such other redemption terms as the Corporation shall designate for the redemption described above in this paragraph:

Length of applicable Interest Rate Period from last Interest Method Change Date to the date of the final maturity of the 2008 Bonds (expressed in years)	Redemption Prices (measured from and including first day of applicable Interest Rate Period to day prior to each semiannual anniversary thereof)	Call protection (length of time from first day of applicable Interest Rate Period that 2008 Bonds may not be called for redemption pursuant to this Section 102(A)(ii))
Greater than 10	On or after the 7th anniversary at 102% declining by ½ of 1% every 6 months to 100%	7 years
Less than or equal to 10 and greater than 7	On or after the 5th anniversary at 101½% declining by ½ of 1% every 6 months to 100%	5 years
Less than or equal to 7 and greater than 5	On or after the 3rd anniversary at 101% declining by ½ of 1% every 6 months to 100%	3 years
Less than or equal to 5	On or after the 3rd anniversary at 100%	3 years (or such lesser period until the end of the Term Rate Term or final maturity, as applicable)

(iii) During a Term Rate Term of ten (10) years or longer, the 2008 Bonds shall (with the prior written consent of the Credit Facility Provider) be subject to mandatory redemption, in whole or in part, at any time prior to maturity on or after the first day of the [one hundred seventeenth (17th)] month after the month in which the Term Rate Start Date occurs, to the extent of Recoveries of Principal resulting from the advance payments of amounts to become due pursuant to the Mortgage Loan, at the option of the Mortgagor, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2008 Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date; provided, however, that upon conversion of the rate of interest on the 2008 Bonds to a Term Rate, the Corporation, upon receipt by the Corporation and the Trustee of an opinion of Bond Counsel to the Corporation to the effect that the establishment of redemption terms other than as described below in this

paragraph for the redemption described above in this paragraph shall not adversely affect the exclusion of interest on the 2008 Bonds from gross income for Federal income tax purposes, may establish such other redemption terms as the Corporation shall designate for the redemption described above in this paragraph.

(B) [Reserved].

(C) The 2008 Bonds are subject to mandatory redemption, in whole, at any time prior to maturity if, within thirty (30) days of an Act of Bankruptcy of the Credit Facility Provider, the Trustee has not received a new Credit Facility, at a Redemption Price equal to one hundred percent (100%) of the principal amount of 2008 Bonds to be redeemed plus accrued interest to the Redemption Date.

(D) [Reserved].

(E) During a Weekly Rate Period, the 2008 Bonds shall be subject to redemption, at the option of the Corporation (with the prior written consent of the Credit Facility Provider), in whole or in part, at any time, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2008 Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date.

(F) (i) During a Term Rate Period, the 2008 Bonds are subject to redemption, at the option of the Corporation (with the prior written consent of the Credit Facility Provider), subject to the provisions of the Loan Agreement, in whole or in part, on any Interest Adjustment Date, at a Redemption Price equal to one hundred percent (100%) of the principal amount of 2008 Bonds to be redeemed plus accrued interest to the Redemption Date. Except as provided in the immediately preceding sentence, during a Term Rate Term of ten (10) years or longer, the 2008 Bonds are subject to redemption, at the option of the Corporation (with the prior written consent of the Credit Facility Provider), from Available Moneys, in whole or in part at any time on or after the first day of the [one hundred seventeenth (117th)] month after the month in which the Term Rate Start Date occurs, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2008 Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date; provided, however, upon conversion of the rate of interest on the 2008 Bonds to a Term Rate, the Corporation, upon receipt by the Corporation and Trustee of an opinion of Bond Counsel to the Corporation to the effect that the establishment of redemption terms other than as described below in this paragraph for the redemption described above in this paragraph shall not adversely affect the exclusion of interest on the 2008 Bonds from gross income for Federal income tax purposes, may establish such other redemption terms as the Corporation shall designate for the redemption described above in this paragraph.

(ii) During the Fixed Rate Period, the 2008 Bonds are subject to redemption, at the option of the Corporation (with the prior written consent of the Credit Facility Provider), from Available Moneys, in whole or in part at any time, and when redeemed during any of the periods shown in the following table, and at the Redemption Price set forth opposite such period in said table (expressed as a percentage of the principal

amount of the 2008 Bonds to be redeemed) plus accrued interest to the Redemption Date; provided, however, upon conversion of the rate of interest on the 2008 Bonds to the Fixed Rate, the Corporation, upon receipt by the Corporation and Trustee of an opinion of Bond Counsel to the Corporation to the effect that the establishment of redemption terms other than as described below in this paragraph for the redemption described above in this paragraph shall not adversely affect the exclusion of interest on the 2008 Bonds from gross income for Federal income tax purposes, may establish such other redemption terms as the Corporation shall designate for the redemption described above in this paragraph:

Length of applicable Interest Rate Period from last Interest Method Change Date to the date of the final maturity of the 2008 Bonds (expressed in years)	Redemption Prices (measured from and including first day of applicable Interest Rate Period to day prior to each semiannual anniversary thereof)	Call protection (length of time from first day of applicable Interest Rate Period that 2008 Bonds may not be called for redemption pursuant to this Section 102(F))
Greater than 10	On or after the 7th anniversary at 102% declining by ½ of 1% every 6 months to 100%	7 years
Less than or equal to 10 and greater than 7	On or after the 5th anniversary at 101½% declining by ½ of 1% every 6 months to 100%	5 years
Less than or equal to 7 and greater than 5	On or after the 3rd anniversary at 101% declining by ½ of 1% every 6 months to 100%	3 years
Less than or equal to 5	On or after the 3rd anniversary at 100%	3 years (or such lesser period until the end of the Term Rate Term or final maturity, as applicable)

(G) The 2008 Bonds are subject to redemption, at the option of the Corporation, in whole or in part, at any time prior to maturity, to the extent of amounts on deposit in the Bond Proceeds Account representing unexpended amounts allocable to the 2008 Bonds not used to finance the Mortgage Loan, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2008 Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date.

(H) (i) The 2008 Bonds are subject to mandatory redemption, in whole, at any time prior to maturity without notice, upon a declaration of acceleration by the Trustee as a remedy for an Event of Default hereunder, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2008 Bonds to be redeemed plus accrued interest to the Redemption Date, which Redemption Date shall be the date of such declaration of acceleration.

(ii) The 2008 Bonds are subject to mandatory redemption, in whole or in part, at any time prior to maturity without notice, upon a declaration of acceleration by the Trustee as a remedy for an Event of Termination hereunder, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2008 Bonds or portions thereof to be so redeemed plus accrued interest to the Redemption Date, which Redemption Date shall be the date of such declaration of acceleration.

(I) (i) During any Term Rate Term longer than ten (10) years, the 2008 Bonds shall be subject to mandatory redemption, in whole or in part, on any Interest Payment Date occurring after the tenth (10th) anniversary of the Term Rate Start Date, if and to the extent amounts in excess of the Principal Reserve Amount are transferred from the Principal Reserve Fund to the Redemption Account on the twenty-fifth (25th) day of the second month preceding such Interest Payment Date, as provided in Section 5.7(D), at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2008 Bonds to be redeemed plus accrued interest to the Redemption Date.

(ii) During the Fixed Rate Period, the 2008 Bonds shall be subject to mandatory redemption, in whole or in part, on any Interest Payment Date, if and to the extent amounts in excess of the Principal Reserve Amount are transferred from the Principal Reserve Fund to the Redemption Account on the April 25 or October 25, as the case may be, preceding such Interest Payment Date, as provided in Section 5.7(D), at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2008 Bonds to be redeemed plus accrued interest to the Redemption Date.

(J) [Reserved].

(K) During any Weekly Rate Period, the 2008 Bonds shall be subject to mandatory redemption, in whole or in part, on the first Business Day of June of each year if and to the extent amounts are transferred from the Principal Reserve Fund to the Redemption Account on the immediately preceding May 10 (or, if such day is not a Business Day, the next succeeding Business Day) as provided in Section 5.7(C) of the Resolution at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2008 Bonds to be redeemed, plus accrued interest to the Redemption Date.

(L) If, upon the conversion of the interest rate on the 2008 Bonds, the Corporation shall, in accordance with Section 601(D) of this Appendix A, have established a schedule of redemptions through application of Sinking Fund Payments as provided in Section 5.4(F) of the Resolution, during the Fixed Rate Period, the 2008 Bonds shall be redeemed in part through application of Sinking Fund Payments as provided in said Section 5.4(F) at the times and in the amounts set forth in such schedule (subject to the provisions of Sections 5.4(E) and 5.5(B) of the Resolution permitting amounts to be credited toward part or all of any one or more Sinking Fund Payments), in each case equal to the principal amount of each 2008 Bond or portion thereof to be redeemed, together with interest accrued to the Redemption Date.

(M) Notwithstanding anything to the contrary contained in the Resolution or any 2008 Bond, the City may, pursuant to Section 659 of the Act and upon furnishing

sufficient funds therefor, require the Corporation to redeem, prior to maturity, as a whole, all 2008 Bonds on any Interest Payment Date not less than twenty (20) years after the date of issuance of the 2008 Bonds at a redemption price equal to one hundred five per centum (105%) of their face value and accrued interest or at such lower redemption price as may be provided in the 2008 Bonds in case of the redemption thereof as a whole on the redemption date. Notice of such redemption shall be published in at least two newspapers published and circulating in the City of New York at least twice, the first publication to be at least thirty (30) days before the date of redemption.

Section 103. Method of Payment. The principal or Redemption Price, if any, of the 2008 Bonds shall be payable at the Principal Office of the Trustee in New York, New York, or at the office designated for such payment of any successor. Interest on the 2008 Bonds shall be paid by check or draft of the Trustee mailed to the registered owners thereof as of the applicable Record Date at their respective addresses as shown on the registration books of the Corporation maintained by the Trustee. Upon written direction of the owner of \$1,000,000 or more principal amount of Outstanding 2008 Bonds, the Trustee shall provide for wire transfer to or at the direction of such owner of all payments of interest due on the 2008 Bonds so held.

Section 104. Of Change Dates. (A) No change in the method of determining the interest rate on the 2008 Bonds shall be made unless the Trustee has received, at least thirty (30) days prior to the Change Date, (1) a Certificate of an Authorized Officer of the Mortgagor specifying (a) the date which is to be the Interest Method Change Date, (b) the method of determining the interest rate which shall take effect on such date, and (c) in the case of a Term Rate, the length of a Term Rate Term, (2) a Certificate of an Authorized Officer of the Credit Facility Provider, evidencing consent to such change by the Credit Facility Provider if a Credit Facility is then in effect and, if necessary, an amendment to such Credit Facility conforming such Credit Facility to the requirements of the Resolution applicable to such instrument from and after the Interest Method Change Date (including, but not limited to, the requirements specified in the definition of "Alternate Security" in the case of an amendment to an Alternate Security), together with the items specified in subsection (C)(1), (2) and (4) of this Section 104, or provision for the issuance of an Alternate Security meeting the requirements of the Resolution, in which case the Interest Method Change Date shall also be a Facility Change Date, and all provisions hereof and of the Loan Agreement relating to the provision of an Alternate Security shall be applicable; provided, however; that if the interest rate on the 2008 Bonds is to be changed to the Fixed Rate, and the Corporation decides to exercise its election pursuant to subsection (D) of this Section 104, no such consent or Credit Facility shall be required, (3) an opinion of Bond Counsel to the Corporation to the effect that the proposed change in the method of determining the interest rate on the 2008 Bonds is consistent with the provisions of the Resolution and will not adversely affect the exclusion of the interest on the 2008 Bonds from gross income for Federal income tax purposes, and (4)(i) permission from Bond Counsel to the Corporation, whose opinion as described in Section 2.6(2) of the Resolution is on file with the Trustee, to deliver such opinion in connection with the 2008 Bonds, or (ii) an opinion from Bond Counsel to the Corporation as described in Section 2.6(2) of the Resolution and to the effect that the interest on the 2008 Bonds is not included in gross income for Federal income tax purposes.

(B) (i) Subject to the provisions of subsections (C) and (D) of this Section 104, the Corporation reserves the right (1) to make provision for or cause the replacement of any

Credit Facility; provided, however, that during any Weekly Rate Period or Term Rate Period, either the Initial Credit Facility or an Alternate Security must be in effect with respect to the 2008 Bonds, and (2) during the Fixed Rate Period only, to provide neither the Initial Credit Facility nor an Alternate Security.

(ii) Prior to a Fixed Rate Conversion Date, any Credit Facility may be issued to provide only credit support or only liquidity support so long as a separate Credit Facility provides at all times while such Credit Facility is in effect complementary credit support or liquidity support, as the case may be, so that at all times while any of the Bonds bear interest at a Weekly Rate or a Term Rate such Bonds shall be entitled to credit support and to the liquidity support as required; provided that in no event shall the Initial Credit Facility Provider provide only liquidity or credit support if any person other than the Initial Credit Facility Provider provides either liquidity or credit support, unless the Initial Credit Facility Provider has consented in writing to such separate support.

(C) The Corporation may not exercise its right to make provision for or cause the replacement of any Credit Facility, unless the Corporation has provided the Trustee with the following: (1) an opinion of Bond Counsel to the Corporation to the effect that the proposed Credit Facility meets the requirements of this Resolution and will not adversely affect the exclusion of interest on the 2008 Bonds from gross income for Federal income tax purposes, (2) an opinion of counsel to the obligor under such Credit Facility, addressed to the Trustee, stating that such Credit Facility constitutes a legal, valid and binding obligation of such obligor and is enforceable in accordance with its terms (except as enforceability thereof may be limited by applicable laws for the relief of debtors and by general principles of equity which permit the exercise of judicial discretion), (3) a letter from each national rating agency or agencies then rating the 2008 Bonds, to the effect that such Alternate Security will provide the 2008 Bonds with an investment grade rating, and (4) an amount sufficient to pay all costs incurred by the Trustee and the Corporation in connection with the provision of such Credit Facility.

(D) The Corporation may elect to provide no Credit Facility during the Fixed Rate Period if the Corporation provides to the Trustee evidence satisfactory to the Trustee that the 2008 Bonds will continue to be rated in a category not lower than the "A" category by the national rating agency or agencies then rating the 2008 Bonds, or that the 2008 Bonds as thus secured are secured on a basis comparable to that of other obligations of the Corporation then being offered in the public markets by the Corporation.

(E) (1) No Interest Method Change Date or Facility Change Date with respect to the 2008 Bonds shall occur unless the Trustee has received (1) an opinion of Bond Counsel to the Corporation, dated as of the Change Date, to the effect that the change is consistent with the provisions of the Resolution and will not adversely affect the exclusion of the interest on the 2008 Bonds from gross income for Federal income tax purposes and (2)(i) permission from Bond Counsel to the Corporation, the opinion of which as to the exclusion from gross income for Federal income tax purposes of interest on the 2008 Bonds is on file with the Trustee, to deliver such opinion in connection with the 2008 Bonds, or (ii) an opinion from Bond Counsel to the Corporation as described in Section 2.6(2) of the Resolution and to the effect that the interest on the 2008 Bonds is not included in gross income for Federal income tax purposes. In addition, no Interest Method Change Date or Facility Change Date shall occur if any 2008 Bonds have not

been remarketed as of the Interest Method Change Date or the Facility Change Date, as the case may be.

(2) If (a) a notice of an Interest Method Change Date has been given in accordance with Section 701 of this Appendix A and (b) any of the conditions precedent to an Interest Method Change Date set forth in this Section 104 have not been satisfied, then,

(i) the new interest method mode shall not take effect;

(ii) the 2008 Bonds shall be subject to mandatory tender on the proposed Interest Method Change Date and the holders of the 2008 Bonds shall not have the right to retain their 2008 Bonds;

(iii) if the interest rate on the 2008 Bonds had been the Weekly Rate immediately prior to the proposed Interest Method Change Date, the interest rate on the 2008 Bonds shall remain in the Weekly Rate on the proposed Interest Method Change Date, without any further action by any party; and

(iv) if the 2008 Bonds had been in a Term Rate Period immediately prior to the proposed Interest Method Change Date, the interest rate on the 2008 Bonds shall be adjusted automatically to the Weekly Rate so long as (A) a Credit Facility is in effect that permits draws in respect of the Mandatory Purchase Provision and the Demand Purchase Option and (B) the Trustee receives an opinion from Bond Counsel to the Corporation to the effect that the change to Weekly Rate will not adversely affect the exclusion of the interest on the 2008 Bonds from gross income for Federal income tax purposes; provided that if said conditions cannot be satisfied, the interest rate on the 2008 Bonds shall be adjusted to a new Term Rate for the shortest Term Rate Term which would allow the Remarketing Agent to remarket the 2008 Bonds at par with the 2008 Bonds bearing interest at the lowest possible rate but in no event higher than 5.78% on the proposed Interest Method Change Date, without any further action by any party other than the remarketing of the 2008 Bonds, so long as the Trustee receives an opinion from Bond Counsel to the Corporation to the effect that the change to such Term Rate Term will not adversely affect the exclusion of the interest on the 2008 Bonds from gross income for Federal income tax purposes or, if such opinion cannot be delivered, the 2008 Bonds shall remain in the Term Rate Period with a Term Rate Term equal to the Term Rate Term previously in effect; provided, that in no event shall such Term Rate Term end later than the earlier of the maturity date of the 2008 Bonds or the expiration date of the Credit Facility.

(3) If (a) a notice of a Facility Change Date has been given in accordance with Section 701 of this Appendix A and (b) any of the conditions precedent to Facility Change Date set forth in this Section 104 have not been satisfied, then, the Change Date shall be cancelled unless the prior Credit Facility is expiring within sixty (60) days after the Change Date. The Trustee shall promptly deliver or mail by first class mail, postage prepaid, to the owner of each 2008 Bond at the address shown on the registration books of the Corporation, a notice stating that the change shall not occur and the reasons therefor.

(F) Notwithstanding anything to the contrary contained herein, in the event that the Credit Facility Provider gives written notice to the Corporation and the Trustee that the Mortgagor has failed to perform its obligations under Section 4.1 or 4.3 of the Credit Agreement, then the Credit Facility Provider shall be entitled to exercise all rights of the Mortgagor with respect to an Interest Method Change Date and the Mortgagor shall not be entitled to exercise any such rights, unless and until (i) the Mortgagor gives written notice to the Corporation and the Trustee (acknowledged by the Credit Facility Provider) that such default has been cured or waived or (ii) the Credit Facility Provider gives written notice to the Corporation and the Trustee consenting to the Mortgagor's exercise of such rights, in which event the Credit Facility Provider shall no longer be entitled to exercise such rights and the Mortgagor will again be entitled to exercise such rights. Any notice from the Credit Facility Provider to the Corporation and the Trustee of an event of default under the Credit Agreement as set forth in this Section 104(F) shall state whether or not it is also intended to constitute a notice described in Section 10.1(5) of the Resolution.

Section 105. Notice of Prepayment of the Mortgage Loan in Full. During any Weekly Rate Period, not later than ten (10) days after receipt by the Corporation of a notice from the Mortgagor pursuant to the Loan Agreement of the Mortgagor's election to prepay, in full, the Mortgage Loan, the Corporation shall give notice of such election to the Trustee, specifying the date on which such prepayment is to occur (which shall be the date specified for such prepayment by the Mortgagor) and directing the Trustee to carry out a purchase of all 2008 Bonds bearing interest at the Weekly Rate pursuant to Section 701 of this Appendix A on the date so specified.

Section 106. Book-Entry Provisions. (A) Except as provided in subsection (C) of this Section 107, the registered owner of all of the 2008 Bonds shall be Cede & Co., as nominee for DTC and such 2008 Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest for any such Bond registered in the name of Cede & Co. shall be made by wire transfer or Federal or equivalent same day funds to the account of Cede & Co. on the interest payment date for such Bonds at the address indicated for Cede & Co. in the registry books of the Corporation kept by the Trustee.

(B) The 2008 Bonds shall be initially issued in the form of separate single authenticated fully registered Bonds in the amount of each separate stated maturity and "CUSIP" number of the 2008 Bonds. Upon initial issuance, the ownership of the 2008 Bonds shall be registered in the registry books of the Corporation kept by the Trustee in the name of Cede & Co., as nominee of DTC. The Trustee and the Corporation may treat DTC (or its nominee) as the sole and exclusive owner of the 2008 Bonds registered in its name for the purposes of payment of the principal or Redemption Price of or interest on the 2008 Bonds, selecting the 2008 Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to owners of the 2008 Bonds under the Resolution, registering the transfer of such Bonds, obtaining any consent or other action to be taken by owners of the 2008 Bonds and for all other purposes whatsoever, and neither the Trustee nor the Corporation shall be affected by any notice to the contrary; provided, however, that notwithstanding the provisions hereinabove, the Tender Agent shall accept any notice pursuant to Section 702 of this Appendix A from any Beneficial Owner of any 2008 Bond but shall make payment of the Purchase Price thereof only to the registered owner of such 2008 Bond. The Trustee and the Corporation shall not have any

responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the 2008 Bonds under or through DTC or any Participant, or any other person which is not shown on the registration books of the Trustee as being an owner of the 2008 Bonds, with respect to the accuracy of any records maintained by DTC or any Participant; the payment of DTC or any Participant of any amount in respect of the principal or Redemption Price of or interest on the 2008 Bonds; any notice which is permitted or required to be given to owners of the 2008 Bonds under the Resolution; the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the 2008 Bonds; or any consent given or other action taken by DTC as owner of the 2008 Bonds. The Trustee shall pay all principal of, and premium, if any, and interest on the 2008 Bonds only to or "upon the order of" Cede & Co., as nominee for DTC (as that term is used in the Uniform Commercial Code as adopted in the State), and all such payments shall be valid and effective to fully satisfy and discharge the Corporation's obligations with respect to the principal of, and premium, if any, and interest on the 2008 Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated 2008 Bond for each separate stated maturity evidencing the obligation of the Corporation to make payments of principal of and premium, if any, and interest on the 2008 Bonds pursuant to the Resolution. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to transfers, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

(C) In the event the Corporation determines that it is in the best interest of the Beneficial Owners that they be able to obtain 2008 Bond certificates, the Corporation shall notify DTC and the Trustee, whereupon DTC will notify the Participants, of the availability through DTC of the 2008 Bond certificates. In such event, the Corporation shall issue, and the Trustee shall authenticate, transfer and exchange, 2008 Bond certificates as requested by DTC and any other 2008 Bond owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the 2008 Bonds at any time by giving notice to the Corporation and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the Corporation and the Trustee shall be obligated to deliver 2008 Bond certificates as described in the Resolution. In the event 2008 Bond certificates are issued, the provisions of the Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the Corporation and the Trustee to do so, the Trustee and the Corporation will cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the 2008 Bonds to any DTC Participant having 2008 Bonds credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the 2008 Bonds.

(D) Notwithstanding any other provision of this Resolution (except subsection F below) to the contrary, so long as any 2008 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, and premium, if any, and interest on such 2008 Bond and all notices with respect to and surrender or delivery of such 2008 Bond shall be made and given, respectively, to or by DTC as provided in the Letter of Representations. Bondholders shall have no lien or security interest in any rebate or refund paid

by DTC to the Trustee which arises from the payment by the Trustee of principal of or interest on the 2008 Bonds in immediately available funds to DTC.

(E) In connection with any notice or other communication to be provided to 2008 Bond owners pursuant to the Resolution by the Corporation or the Trustee with respect to any consent or other action to be taken by owners of 2008 Bonds, the Corporation or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible. Notice to DTC shall be given only when DTC under this subsection (E) is the sole Bond owner of the 2008 Bonds.

(F) Notwithstanding any other provision of this Resolution to the contrary, so long as any 2008 Bond is held in book-entry form, such 2008 Bond need not be delivered in connection with any tender pursuant to Chapter 7 of this Appendix A, and all references in said Chapter 7 to physical delivery of 2008 Bonds shall be ineffective. In such case, payment of the Purchase Price in connection with such tender shall be made to the registered owner of such 2008 Bonds on the date designated for such payment, without further action by the Beneficial Owner who delivered notice, and, notwithstanding the provisions of said Chapter 7, transfer of beneficial ownership shall be made in accordance with the procedures of DTC.

CHAPTER 2

[RESERVED]

CHAPTER 3

PROVISIONS OF 2008 BONDS DURING WEEKLY RATE PERIOD

Section 301. Interest Rate Determination. (A) During the period from the date of initial issuance and delivery of the 2008 Bonds to the earlier of the first Interest Method Change Date or the final maturity or redemption in whole of the 2008 Bonds, and during any subsequent period from and after any date designated by the Mortgagor, with the prior written consent of the Credit Facility Provider, pursuant to the Loan Agreement for a change of the interest rate on the 2008 Bonds to the Weekly Rate until the earlier of the next succeeding Interest Method Change Date or the final maturity or redemption in whole of the 2008 Bonds, the 2008 Bonds shall bear interest at the Weekly Rate determined in accordance with this Section 301.

(B) During a Weekly Rate Period, the 2008 Bonds shall bear interest at the Weekly Rate. The Weekly Rate shall be the lowest interest rate, not exceeding the Maximum Rate, which, in the determination of the Remarketing Agent as of the date of determination and under prevailing market conditions, would result as nearly as practicable in the market price for the 2008 Bonds on the Weekly Effective Rate Date being one hundred percent (100%) of the principal amount thereof, such interest rate to be determined as follows. The Remarketing Agent shall determine the Weekly Rate not later than 10:00 a.m., New York City time, on the Weekly Effective Rate Date for each Weekly Rate Term; provided, however, that the Weekly Rate from the date of initial issuance and delivery of the 2008 Bonds through and including October 29, 2008, shall be the rate determined by the Corporation and set forth in a Certificate delivered to the Trustee on the date of such issuance and delivery. The Remarketing Agent shall immediately give notice of the determination of any Weekly Rate pursuant to this Section to the Corporation, the Mortgagor, the Trustee, the Tender Agent and the Credit Facility Provider by telecopy or other similar means of electronic communication or by such other method of communication as shall be mutually agreed upon by the Remarketing Agent and the recipients of such notice.

(C) On the Business Day immediately following (i) the issuance and delivery of the 2008 Bonds, and (ii) the establishment of any subsequent Weekly Rate Period, the Trustee shall deliver or mail by first-class mail, postage prepaid, to the owner of each 2008 Bond at the address shown on the registration books of the Corporation, a notice stating the Weekly Rate to be borne by the 2008 Bonds, and that from and after the Weekly Effective Rate Date the 2008 Bonds will bear interest at the Weekly Rate for the duration of the applicable Weekly Rate Period. Such notice shall further specify the name, address and telephone number of the person or persons from whom information with respect to the Weekly Rate for each succeeding Weekly Rate Term may be obtained.

(D) Unless an Interest Method Change Date occurs, a new Weekly Rate Term shall automatically commence on the day after the termination of the current Weekly Rate Term.

(E) If for any reason the position of the Remarketing Agent is vacant, or if the Remarketing Agent fails in the performance of its duty to determine the Weekly Rate for any Weekly Rate Term or the Weekly Rate is held to be invalid or unenforceable by a court of law, as set forth in a written notice from the Corporation to the Trustee, the Weekly Rate for such

Weekly Rate Term shall be determined by the Trustee and shall be one hundred percent (100%) of the most recent Securities Industry and Financial Markets Association Municipal Swap Index theretofore published in *The Bond Buyer* or otherwise made available to the Trustee.

(F) Any determination by the Remarketing Agent (or, if the Remarketing Agent fails to so determine, then by the Trustee) of any interest rate pursuant to this Section 301 shall be conclusive and binding upon the Trustee, the Tender Agent, the Remarketing Agent, the Corporation, the Mortgagor, the Credit Facility Provider and the owners of the 2008 Bonds.

Section 302. Purchase Provisions. During a Weekly Rate Period, the 2008 Bonds shall contain the Mandatory Purchase Provision and the Demand Purchase Option.

CHAPTER 4

[RESERVED]

CHAPTER 5

PROVISIONS OF 2008 BONDS DURING TERM RATE PERIOD

Section 501. Interest Rate Provisions. (A) At such time as shall be designated by the Mortgagor pursuant to the Loan Agreement, with the prior written consent of the Credit Facility Provider (the "Term Rate Start Date"), until the earlier of the next Interest Method Change Date or the final maturity or redemption in whole of the 2008 Bonds, the 2008 Bonds shall bear interest at the Term Rate determined in accordance with this Section 501.

(B) During a Term Rate Period the 2008 Bonds shall bear interest at the Term Rate. The Term Rate shall be the lowest interest rate, not exceeding the Maximum Rate, which, in the determination of the Remarketing Agent as of the date of determination and under prevailing market conditions, would result as nearly as practicable in the market price for the 2008 Bonds on the Term Rate Start Date (or subsequent Interest Adjustment Date, as the case may be) being one hundred percent (100%) of the principal amount thereof, such interest rate to be determined as follows. The Remarketing Agent shall determine the Term Rate not later than 4:00 p.m., New York City time, on the second Business Day immediately preceding the Term Rate Start Date and such determination shall be conclusive and binding upon the Trustee, the Tender Agent, the Corporation, the Mortgagor, the Credit Facility Provider, the Remarketing Agent and the owners of the 2008 Bonds. The Term Rate shall be communicated immediately by the Remarketing Agent by telecopy or other similar electronic means of communication, or by telephone promptly followed by written notice mailed by first-class mail, postage prepaid, to the Trustee, the Credit Facility Provider, the Tender Agent, the Mortgagor and the Corporation, such communication to be received not later than 4:00 p.m., New York City time, on the day such Term Rate is determined.

(C) Notice of each Term Rate shall be prepared by the Trustee for mailing by the Tender Agent, and shall be sent by the Tender Agent by first-class mail, postage prepaid, to each owner of 2008 Bonds and the Credit Facility Provider within seven (7) days after such Term Rate is determined pursuant to Section 501(B) above.

(D) The Term Rate Term is the period commencing on the Term Rate Start Date and ending on the day preceding (i) the six-month anniversary thereof or (ii) such later anniversary as corresponds to the integral multiple of six (6) months selected by the Mortgagor, with the consent of the Credit Facility Provider, as the Term Rate Term. Subsequent Term Rate Terms of six (6) months or such integral multiples of six (6) months as may be designated by the Mortgagor, with the approval of the Credit Facility Provider, shall commence on such anniversary of the Term Rate Start Date following the end of the preceding Term Rate Term (each such anniversary an "Interest Adjustment Date") unless the interest rate on the 2008 Bonds shall be converted to a Weekly Rate or to the Fixed Rate pursuant to the provisions of this Resolution or the 2008 Bonds mature or are redeemed in whole on such date. Notwithstanding the foregoing, the Mortgagor may not select a Term Rate Term longer than the time remaining to the earlier of (i) the remaining term of the Credit Facility or (ii) the final maturity of the 2008 Bonds.

(E) If for any reason during any Term Rate Term such Term Rate cannot be established or is held to be invalid or unenforceable by a court of law, the interest rate on the 2008 Bonds shall be converted to the Weekly Rate determined by the Trustee and shall be one hundred percent (100%) of the most recent Securities Industry and Financial Markets Association Municipal Swap Index theretofore published in *The Bond Buyer* or otherwise made available to the Trustee.

(F) Any notice to the Trustee by the Remarketing Agent of the Term Rate as contemplated by the foregoing subsection (B) of this Section 501 and any determination of any interest rate pursuant to subsection (E) of this Section 501 shall be conclusive and binding upon the Trustee, the Tender Agent, the Remarketing Agent, the Corporation, the Mortgagor, the Credit Facility Provider and the owners of the 2008 Bonds.

Section 502. Purchase Provisions. During a Term Rate Period, the 2008 Bonds shall contain the Mandatory Purchase Provision.

CHAPTER 6

PROVISIONS OF 2008 BONDS DURING FIXED RATE PERIOD

Section 601. Interest Rate Provisions. (A) The 2008 Bonds shall bear interest at the Fixed Rate determined in accordance with this Section 601 at such time as shall be designated by the Mortgagor pursuant to the Loan Agreement with the prior written consent of the Credit Facility Provider (the "Fixed Rate Conversion Date"), in which case the Fixed Rate shall be applicable until the final maturity or redemption in whole of the 2008 Bonds.

(B) During the Fixed Rate Period, the 2008 Bonds will bear interest at the Fixed Rate. The Fixed Rate shall be the lowest interest rate or rates, not exceeding the Maximum Rate, which, in the determination of the Remarketing Agent as of the date of determination and under prevailing market conditions, would result as nearly as practicable in the market price for the 2008 Bonds on the Fixed Rate Conversion Date being one hundred percent (100%) of the principal amount thereof, such interest rate or rates to be determined as follows. The Remarketing Agent shall determine the Fixed Rate not later than 12:00 noon., New York City time, on the Business Day immediately preceding the Fixed Rate Conversion Date and such determination shall be conclusive and binding upon the Trustee, the Tender Agent, the Corporation, the Mortgagor, the Credit Facility Provider, the Remarketing Agent, and the owners of the 2008 Bonds. Such Fixed Rate shall be communicated immediately by the Remarketing Agent by telecopy or other similar electronic means of communication, or by telephone promptly followed by written notice mailed by first-class mail, postage prepaid, to the Trustee, the Tender Agent, the Corporation, the Mortgagor and the Credit Facility Provider, such communication to be received not later than 4:00 p.m., New York City time, on the date of such determination. The Trustee, within seven (7) days following the Fixed Rate Conversion Date, shall give notice thereof by first-class mail, postage prepaid, to each owner of 2008 Bonds (as of the Fixed Rate Conversion Date) and the Credit Facility Provider.

(C) If for any reason such Fixed Rate cannot be established or is held to be invalid or unenforceable by a court of law, or if for any reason the Remarketing Agent fails to determine the Fixed Rate for the Fixed Rate Period as provided in Section 601(B) hereof, then the rate of interest on the 2008 Bonds shall, be converted to the Weekly Rate determined by the Trustee and shall be one hundred percent (100%) of the most recent Securities Industry and Financial Markets Association Municipal Swap Index theretofore published in *The Bond Buyer* or otherwise made available to the Trustee, provided that until the Weekly Rate shall become effective, the 2008 Bonds shall bear interest at the interest rate previously in effect.

(D) Upon the conversion of the rate of interest on the 2008 Bonds to a Fixed Rate, the Corporation, upon receipt by the Corporation and the Trustee of an opinion of Bond Counsel to the effect that establishing a schedule of principal amounts of the 2008 Bonds to mature on the dates specified by the Corporation shall not adversely affect the exclusion of interest on the 2008 Bonds from gross income for Federal income tax purposes, may, by notice to the Trustee, establish such a schedule of principal amounts of the 2008 Bonds to mature on the dates so specified by the Corporation.

Section 602. Purchase Provisions. During the Fixed Rate Period, the 2008 Bonds shall contain the Mandatory Purchase Provision only if a Credit Facility is in effect.

CHAPTER 7

MANDATORY PURCHASE PROVISION
AND DEMAND PURCHASE OPTION

Section 701. Mandatory Purchase Provisions. (A) The 2008 Bonds shall be subject to mandatory tender for purchase by the owners thereof on any Change Date; provided, however, that if such Change Date shall relate to an Event of Termination pursuant to Section 10.1(5) of the Resolution and the Credit Facility Provider shall have directed that the

The Trustee shall provide the Tender Agent with a copy of any notice delivered to the owners of the 2008 Bonds pursuant to this Section 701(A).

(B) [Reserved].

(C) The foregoing notwithstanding, failure by the Trustee to provide any notice required by this Section 701 shall not, of itself, prevent the occurrence of a Change Date.

Section 702. Demand Purchase Option. (A) During any Weekly Rate Period with respect to the 2008 Bonds, any 2008 Bond in an authorized denomination shall be purchased at the Purchase Price from the owner thereof upon:

1. delivery to the Tender Agent and the Remarketing Agent at their respective Principal Offices of a written, personal, electronic or telephonic notice delivered prior to 5:00 P.M., New York City time, on any Business Day, in a form satisfactory to the Tender Agent (said notice to be irrevocable and effective upon receipt) which (a) states the aggregate principal amount of the 2008 Bonds to be purchased and the numbers of such 2008 Bonds to be purchased and (b) states the date on which such 2008 Bonds are to be purchased, which date shall be a Business Day not prior to the seventh (7th) day next succeeding the date of delivery of such notice and which date shall be prior to any Change Date;

2. if such 2008 Bonds are to be purchased prior to an Interest Payment Date and after the Record Date in respect thereof, delivery to the Tender Agent, together with the written notice described in (1) above, of a due-bill check, payable to bearer, for interest due on such Interest Payment Date; and

3. delivery to the Tender Agent, at or prior to 10:00 A.M., New York City time, on the date designated for purchase in the notice described in (1) above of such 2008 Bonds in a principal amount equal to any authorized denomination as provided in Section 3.1 of this Resolution to be purchased with an appropriate endorsement for transfer to the Tender Agent, or accompanied by a bond power endorsed in blank;

provided, however, that no 2008 Bonds of any owner shall be purchased unless any remaining 2008 Bonds of such owner shall be in an authorized denomination as provided in Section 3.1 of this Resolution.

(B) Any Undelivered 2008 Bonds for which there has been irrevocably deposited in trust with the Trustee or the Tender Agent an amount of moneys sufficient to pay the Purchase Price of the Undelivered 2008 Bonds, shall be deemed to have been purchased at the Purchase Price pursuant to this Section 702(B). IN THE EVENT OF A FAILURE BY AN OWNER OF 2008 BONDS TO DELIVER ITS 2008 BONDS ON OR PRIOR TO THE PURCHASE DATE, SAID OWNER SHALL NOT BE ENTITLED TO ANY PAYMENT

(INCLUDING ANY INTEREST TO ACCRUE SUBSEQUENT TO THE PURCHASE DATE) OTHER THAN THE PURCHASE PRICE FOR SUCH UNDELIVERED 2008 BONDS, AND ANY UNDELIVERED 2008 BONDS SHALL NO LONGER BE ENTITLED TO THE BENEFITS OF THE RESOLUTION, EXCEPT FOR THE PURPOSE OF PAYMENT OF THE PURCHASE PRICE THEREFOR.

(C) Notwithstanding the foregoing provisions, in the event any 2008 Bond as to which the owner thereof has exercised its option pursuant to subsection (A) above is remarketed to such owner pursuant to the Remarketing Agreement, such owner need not deliver such Bond to the Tender Agent as provided in subsection (A)(3) above, although such Bond shall be deemed to have been delivered to the Tender Agent, redelivered to such owner, and remarketed for purposes hereof.

Section 703. Funds for Purchase; Delivery of Funds and Bonds. (A) (x) On the date 2008 Bonds are to be purchased pursuant to Section 701 or 702 hereof, such Bonds shall be purchased at the Purchase Price only from the funds listed below and deposited in the Remarketing Proceeds Purchase Account, as established by the Tender Agent pursuant to the Tender Agent Agreement. Funds for the payment of the Purchase Price shall be derived from the following sources in the order of priority indicated, except in the case of purchase (i) upon an Event of Termination pursuant to Section 10.2(A)(8) of the Resolution or (ii) relating to a Notice of Prepayment of the Mortgage Loan in Full:

1. the proceeds of the sale of such Bonds which have been remarketed by the Remarketing Agent prior to 10:00 A.M., New York City time, on the date such Bonds are to be purchased, to any entity other than the Mortgagor, any member of the Mortgagor or the Corporation;
2. moneys obtained by the Trustee under the Credit Facility;
3. Sinking Fund Payments and any other moneys in the Redemption Account constituting Available Moneys; and
4. any moneys held by the Trustee under the Resolution and available for such purpose.

Funds for the payment of the Purchase Price in the case of a mandatory tender for purchase (i) upon an Event of Termination pursuant to Section 10.2(A)(8) of the Resolution or (ii) relating to a Notice of Prepayment of the Mortgage Loan in Full shall be derived only from moneys obtained by the Trustee under the Credit Facility. Immediately following the obtaining of moneys by the Trustee under the Credit Facility in connection with a mandatory tender for purchase relating to a Notice of Prepayment of the Mortgage Loan in Full or an Event of Termination, amounts available from the sources listed below, in the order of priority indicated, shall be used to reimburse the Credit Facility Provider for amounts so obtained under the Credit Facility:

first, from the Redemption Account, and to the extent the moneys therein are insufficient for such purpose,

second, from the Revenue Account, and to the extent the moneys therein are insufficient for such purpose,

third, from the Bond Proceeds Account, and to the extent the moneys therein are insufficient for such purpose, and

fourth, from any other moneys held by the Trustee under this Resolution and available for such purpose.

Upon reimbursement of the Credit Facility Provider in full for all amounts so obtained under the Credit Facility and for all amounts otherwise owed under the Credit Agreement (other than from the proceeds of the remarketing of the 2008 Bonds so purchased or from moneys on deposit in the Principal Reserve Fund), all 2008 Bonds so purchased shall be deemed paid and shall be delivered to the Trustee for cancellation.

(y) After payment of the Purchase Price of all such tendered 2008 Bonds, and to the extent that 2008 Bonds are purchased with moneys described in clause (2) above, the Trustee shall apply any moneys described in clauses (3) and (4) above to reimburse the Credit Facility Provider for the payments under the Credit Facility in connection with such purchase; provided that, upon reimbursement of the Credit Facility Provider in full for all amounts so obtained as set forth above in this paragraph (other than from the proceeds of the remarketing of the 2008 Bonds), all 2008 Bonds shall be deemed paid and shall be delivered to the Trustee for cancellation.

(B) 2008 Bonds purchased in accordance with the provisions of this Section 703 shall be delivered as follows:

1. 2008 Bonds purchased with moneys described in Section 703(A)(x)(1) hereof shall be made available to or upon the order of the purchasers thereof;
2. 2008 Bonds purchased with moneys described in Section 703(A)(x)(2) hereof shall be made available by the Tender Agent to or upon the order of the Credit Facility Provider, provided that if moneys described in Section 703(A)(x)(3) or 703(A)(x)(4) are paid to the Credit Facility Provider to reimburse the Credit Facility Provider in full for moneys obtained under the Credit Facility to purchase any 2008 Bond, then such 2008 Bond shall be delivered to the Trustee for cancellation except that if such moneys were transferred from the Principal Reserve Fund to reimburse the Credit Facility Provider, such 2008 Bond shall only be cancelled if the Credit Facility Provider shall so direct; and
3. 2008 Bonds purchased with moneys described in Section 703(A)(x)(3) or 703(A)(x)(4) hereof shall be deemed paid and shall be delivered to the Trustee for cancellation.

(C) The Tender Agent shall make available to the person to whom the Tender Agent is to deliver such Bonds the due-bill, if any, delivered to the Tender Agent with respect to such Bonds in accordance with Section 702(A)(2) hereof.

(D) Bonds delivered as provided in this Section 703 shall be registered in the manner directed by the recipient thereof.

(E) [Reserved].

(F) The Trustee and the Tender Agent shall have the following duties with respect to purchase of 2008 Bonds pursuant to this Section 703, in addition to the duties described elsewhere in this Resolution:

1. The Tender Agent shall hold all 2008 Bonds delivered to it pursuant to Section 701 or 702 hereof in trust for the benefit of the respective owners of 2008 Bonds which shall have so delivered such 2008 Bonds until moneys representing the Purchase Price of such 2008 Bonds shall have been delivered to or for the account of or to the order of such owners of 2008 Bonds;

2. The Trustee and the Tender Agent shall hold all moneys delivered to them pursuant to this Resolution for the purchase of 2008 Bonds in a separate account, in trust for the benefit of the person or entity which shall have so delivered such moneys, which moneys shall, so long as the Initial Credit Facility is in effect, remain uninvested or, so long as a Credit Facility other than the Initial Credit Facility shall be in effect, remain uninvested or invested in Governmental Obligations maturing or being redeemable at the option of the holder thereof in not more than thirty (30) days;

3. The Tender Agent shall establish the Remarketing Proceeds Purchase Account pursuant to the Tender Agent Agreement and shall comply with the obligations of the Tender Agent set forth in the Tender Agent Agreement;

4. The Trustee shall deliver all moneys delivered to it pursuant to this Resolution for the purchase of 2008 Bonds to the Tender Agent to be deposited in the Remarketing Proceeds Purchase Account established pursuant to the Tender Agent Agreement; provided, however, that until delivery of such moneys to the Tender Agent, the Trustee shall hold all such moneys in trust for the benefit of the person or entity which shall have so delivered such moneys;

5. The Tender Agent shall deliver to the Trustee, the Mortgagor, the Corporation and the Credit Facility Provider a copy of each notice delivered to it in accordance with Section 701 or

702 hereof and, immediately upon the delivery to it of 2008 Bonds in accordance with said Section 701 or 702 but not later than 9:45 A.M., New York City time, on the date such 2008 Bonds are to be purchased, give notice by telecopy or other similar electronic means of communication, or by telephone promptly followed by written notice mailed by first-class mail, postage prepaid, to the Mortgagor, the Corporation, the Trustee and the Credit Facility Provider specifying the principal amount of the 2008 Bonds so delivered, the principal amount of 2008 Bonds to be purchased, and the amount of the proceeds of the sale of the 2008 Bonds as described in Section 703(A)(x)(1) hereof and held by the Tender Agent; and

6. The Trustee shall obtain moneys under the Credit Facility in accordance with the terms thereof in an amount equal to the difference between (a) the Purchase Price of the 2008 Bonds to be purchased and (b) the amount of the proceeds of the sale of the 2008 Bonds as described in Section 703(A)(x)(1) hereof and as specified by the Tender Agent pursuant to the immediately preceding paragraph, and shall promptly transmit said moneys to the Tender Agent to provide for timely payment of the Purchase Price of 2008 Bonds.

(G) Neither the Corporation nor the Mortgagor shall have any right, title or interest in any moneys to be held by the Trustee or the Tender Agent for the purchase of 2008 Bonds.

(H) Notwithstanding anything to the contrary contained herein, the provisions of Sections 701, 702 and 703 hereof shall be subject to the provisions of Section 106(F) hereof.

Section 704. Additional Provisions Regarding Purchased Bonds. (A) 2008 Bonds for which the Purchase Price is funded with moneys provided under the Credit Facility and which are not remarketed shall become Purchased Bonds. The Credit Facility shall not constitute security or provide liquidity support for Purchased Bonds. Purchased Bonds shall be pledged pursuant to the Pledge Agreement, except as otherwise provided in this Section 704.

(B) Failure to pay interest on Purchased Bonds when due, or failure to pay principal and interest on Purchased Bonds upon any Redemption Date or purchase date or the maturity date of such Purchased Bonds, shall not constitute an Event of Default. Upon the maturity date of the 2008 Bonds, or upon any Redemption Date for the redemption in whole of the 2008 Bonds (whether by reason of optional or mandatory redemption) or date of acceleration of all of the 2008 Bonds, all Purchased Bonds shall be deemed cancelled. Purchased Bonds shall also be cancelled at the direction of the Credit Facility Provider. At such time as a Purchased Bond is remarketed, the Trustee or the Tender Agent, as appropriate, shall (a) remit the proceeds from the remarketing to the Credit Facility Provider, and (b) to the extent that the Credit Facility has been reinstated by the amount required as specified in Section 3.4(C) of the Resolution give

written notice to the Remarketing Agent, the Mortgagor and the Credit Facility Provider that such 2008 Bond is no longer a Purchased Bond.

APPENDIX B

The 2008 Bonds to be initially issued and secured hereby, and the Trustee's Authentication Certificate to be endorsed thereon are to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as permitted or required by the Resolution:

(FORM OF REGISTERED BOND)

No. R-

CUSIP

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION
MULTI-FAMILY MORTGAGE REVENUE BOND
(245 EAST 124th STREET), 2008 SERIES A

MATURITY DATE:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION (herein sometimes called the "Corporation"), a corporate governmental agency, constituting a public benefit corporation, created and existing under and pursuant to the laws of the State of New York (herein sometimes called the "State"), acknowledges itself indebted to, and for value received, hereby promises to pay, solely from the sources hereinafter provided, to the REGISTERED OWNER (as set forth above), upon presentation and surrender of this bond at the corporate trust office in the City of New York, New York of the Trustee hereinafter mentioned on the MATURITY DATE (unless redeemed prior thereto as hereinafter provided), the PRINCIPAL AMOUNT, and to pay, solely from said sources, interest thereon from the most recent Interest Payment Date to which interest has been paid, or, if no interest has been paid, from the date of issuance and delivery hereof, until the Corporation's obligation with respect to the payment of said principal sum shall be discharged, initially at the Weekly Rate during the Weekly Rate Period, each as described below, on the first Business Day of December, 2008, and on the first Business Day (as defined in the hereinafter defined Resolution) of each month thereafter, and after such Weekly Rate Period, at such rate of interest, payable on such dates, all as determined in accordance with the provisions of the Resolution hereinafter defined. At no time shall the interest rate on the 2008 Series A Bonds (as hereinafter defined) exceed the Maximum Rate therefor set forth in the Resolution. During the Weekly Rate Period, interest on the 2008 Series A Bonds shall be computed on the basis of a 365- or 366-day year, actual number of days elapsed. Both the principal of and the interest on this bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Payment of the interest on this bond on any Interest Payment Date will be made to the person appearing on the bond registration books of the Corporation as the registered owner hereof, such interest to be paid by check or draft mailed to the registered owner at such registered owner's address. Upon written direction of the owner of \$1,000,000 or more principal amount of Outstanding 2008 Series A Bonds, the Trustee shall

provide for wire transfer to or at the direction of such owner of all payments of interest due on the 2008 Series A Bonds so held.

This bond is one of the bonds of a duly authorized issue of bonds in the aggregate principal amount of \$40,000,000 designated "Multi-Family Mortgage Revenue Bonds (245 East 124th Street), 2008 Series A" (herein called the "2008 Series A Bonds"), authorized to be issued under and pursuant to the "New York City Housing Development Corporation Act", Article XII of the Private Housing Finance Law (Chapter 44-b of the Consolidated Laws of the State of New York, as amended) and a resolution of the Corporation adopted on June 11, 2008 and entitled: "Multi-Family Mortgage Revenue Bonds (245 East 124th Street) Bond Resolution" (herein called the "Resolution"), for the purpose of providing the Corporation with moneys to make a mortgage loan with respect to a multi-family rental housing development, to be located at 245 East 124th Street in the Borough of Manhattan, County, City and State of New York (the "Mortgage Loan") and to pay certain costs related thereto. Upon the terms and conditions prescribed by the Resolution, bonds in addition to the 2008 Series A Bonds may be issued by the Corporation on a parity with the 2008 Series A Bonds for the purposes described in the Resolution. The 2008 Series A Bonds and any additional bonds are herein referred to as the "Bonds". Copies of the Resolution are on file at the office of the Corporation, and at the corporate trust office of The Bank of New York Mellon, as trustee under the Resolution (herein called the "Trustee"), in the Borough of Manhattan, City and State of New York, and reference to the Resolution and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledges and covenants securing the 2008 Series A Bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the 2008 Series A Bonds with respect thereto and the terms and conditions upon which the 2008 Series A Bonds have been issued and may be issued thereunder. Any capitalized term used herein and not otherwise defined shall have the same meaning as set forth in the Resolution, unless the context otherwise requires.

During the period from the date of initial issuance and delivery of the 2008 Series A Bonds to the earlier of the first Interest Method Change Date or the final maturity or redemption in whole of the 2008 Series A Bond (such period, any other period during which the 2008 Series A Bonds bear interest at the Weekly Rate, being herein referred to as a "Weekly Rate Period"), the 2008 Series A Bonds shall bear interest at a variable rate (the "Weekly Rate").

During the Weekly Rate Period, the 2008 Series A Bonds shall be entitled to the benefits of a Credit Enhancement Agreement dated as of November 1, 2008 (the "Initial Credit Facility") between the Federal Home Loan Mortgage Corporation (the "Credit Facility Provider") and the Trustee. The Initial Credit Facility entitles the Trustee to obtain moneys in an amount sufficient to pay (i) the principal of the 2008 Series A Bonds or the portion of the purchase price corresponding to the principal of the 2008 Series A Bonds and (ii) up to 35 days of accrued interest (at a maximum rate of twelve percent (12%) per annum) on the 2008 Series A Bonds or that portion of the purchase price corresponding to interest accrued on the 2008 Series A Bonds. The Initial Credit Facility will remain in effect through the maturity date of the 2008 Series A Bonds, unless terminated earlier in accordance with its terms.

Under certain circumstances described in the Resolution, the interest rate on the 2008 Series A Bonds may be changed to a Term Rate or the Fixed Rate, and after any such

change (other than a change to the Fixed Rate), back to a Weekly Rate or a Term Rate, and the Initial Credit Facility may or may not be replaced by an Alternate Security.

The 2008 Series A Bonds shall be subject to redemption prior to maturity, including redemption at par, and mandatory and optional tender for purchase, on the terms and conditions set forth in the Resolution.

All Bonds issued and to be issued under the Resolution are and will be equally secured by the pledges and covenants made therein except as otherwise expressly provided or permitted in the Resolution. Upon certain conditions contained in the Resolution, the provisions thereof may be discharged and satisfied prior to the maturity of the 2008 Series A Bonds. To the extent and in the manner permitted by the terms of the Resolution, the provisions of the Resolution or any resolution amendatory thereof or supplemental thereto may be modified or amended by the Corporation, with the written consent of the owners of at least two-thirds in principal amount of the Bonds then Outstanding (as defined in the Resolution) and, in case less than all of the Bonds would be affected thereby, with such consent of the owners of at least two-thirds in principal amount of the Bonds so affected then Outstanding. If such modification or amendment will by its terms not take effect so long as any Bonds of any specified Series and maturity remain Outstanding, however, the consent of the owners of such Bonds shall not be required. The owner of this 2008 Series A Bond shall have no right to enforce the provisions of the Resolution, to institute action to enforce the provisions of the Resolution or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Resolution. Upon the occurrence of certain events, on the conditions, in the manner and with the effect set forth in the Resolution, the principal of all or a portion of the 2008 Series A Bonds issued thereunder and then Outstanding, together with interest accrued thereon, may become or may be declared due and payable before the maturity thereof.

This bond is transferable, as provided in the Resolution, only upon the books of the Corporation kept for that purpose at the office of the Trustee by the registered owner hereof in person or by such registered owner's attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such registered owner's attorney duly authorized in writing, and thereupon a new fully registered 2008 Series A Bond or Bonds in the same aggregate principal amount and of the same maturity and interest rate, shall be issued to the transferee in exchange therefor as provided in the Resolution and upon the payment of the charges, if any, therein prescribed. The Corporation and the Trustee for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes whatsoever.

The 2008 Series A Bonds are issuable solely in fully registered form in the denomination of \$100,000 or any \$5,000 increment in excess thereof during any Weekly Rate Period. Subject to the conditions and upon the payment of the charges, if any, contained in the Resolution, 2008 Series A Bonds, upon surrender thereof at the principal office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or such registered owner's attorney duly authorized in writing, may, at the option of the

registered owner thereof, be exchanged for an equal aggregate principal amount of 2008 Series A Bonds, of any other authorized denominations, of the same maturity and interest rate.

This bond and the issue of which it forms a part are special revenue obligations of the Corporation payable solely out of the revenues and assets pledged therefor pursuant to the Resolution. In addition, the 2008 Series A Bonds are payable from Credit Facility Payments. There are pledged to the payment of the principal or Redemption Price hereof and interest hereon in accordance with the provisions of the Resolution (i) the Revenues and (ii) all moneys and securities held in any Account established by the Resolution, subject only to the provisions of the Resolution permitting the use and application thereof for the purposes and on the conditions set forth in the Resolution. Such pledge and other obligations of the Corporation may be discharged, wholly or in part, at or prior to the maturity of the Bonds upon the making of provision for the payment of the principal thereof and the interest thereon on the terms and conditions set forth in the Resolution.

Neither the members of the Corporation nor any other person executing the 2008 Series A Bonds shall be subject to any personal liability or accountability by reason of the issuance thereof.

The 2008 Series A Bonds shall not be a debt of either the State of New York or The City of New York and neither the State nor the City shall be liable thereon, nor shall the 2008 Series A Bonds be payable out of any funds of the Corporation other than those of the Corporation pledged therefor.

The 2008 Series A Bonds are not a debt of the United States of America or any agency of the United States of America, or the Credit Facility Provider, and are not guaranteed by the full faith and credit of the United States of America or by the Credit Facility Provider. Payment of the principal of, premium, if any, or interest on the 2008 Series A Bonds is not guaranteed by the Credit Facility Provider. The obligations of the Credit Facility Provider under the Initial Credit Facility are obligations solely of the Credit Facility Provider and are not backed by the full faith and credit of the United States of America.

This bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been signed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State of New York and the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this bond, exist, have happened and have been performed in due time, form and manner as required by law and that the issue of the 2008 Series A Bonds, together with all other indebtedness of the Corporation, is within every debt and other limit prescribed by law.

IN WITNESS WHEREOF, the NEW YORK CITY HOUSING DEVELOPMENT CORPORATION has caused this bond to be executed in its name by the manual or facsimile signature of an Authorized Officer and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of its Secretary or Assistant Secretary, all as of the _____ day of _____.

NEW YORK CITY HOUSING
DEVELOPMENT CORPORATION

(SEAL)

By _____
Authorized Officer

Attest:

Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the 2008 Series A Bonds described in the within-mentioned Resolution and is one of the Multi-Family Mortgage Revenue Bonds (245 East 124th Street), 2008 Series A, of the New York City Housing Development Corporation.

Dated: _____

Trustee

By _____
Authorized Signature

Assignment

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers
unto

Please Insert Social Security
or other Identifying Number of
Assignee
(For computer record only)

Please Print or Typewrite Name and Address of Transferee

the within 2008 Series A Bond, and all rights thereunder, and hereby irrevocably constitutes and
appoints _____ Attorney to transfer the within 2008 Series A Bond on the books kept for the
registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it
appears on the face of the within 2008 Series A Bond in every particular, without alteration or
enlargement or any change whatsoever.