TAB A
GOLDENROD

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

A G E N D A
March 26, 2020 - 10:00 a.m.
CONFERENCE CALL PARTICIPATION

248-509-0316 / Conference ID: 401 214 664#
~~**OR**~~
~~**877-402-9753 / Access: 6897534**~~

Roll Call:

Public Comments:

Remarks:

Chairperson
Executive Director

REGULAR VOTING ITEMS

Tab A Approval of Agenda

Tab B Minutes – February 27, 2020

Tab C Michigan State Housing Development Authority Third Resolution Supplementing Series Resolution Authorizing the Issuance and Sale of Rental Housing Revenue Bonds, 2000 Series A in an Amount Not to Exceed $56,000,000

Tab D Michigan State Housing Development Authority Fifth Resolution Supplementing Series Resolution Authorizing the Issuance and Sale of Rental Housing Revenue Bonds, 2002 Series A in an Amount not to Exceed $60,000,000

Tab E Michigan State Housing Development Authority Second Resolution 2008 Supplementing Series Resolution Authorizing the Issuance and Sale of Rental Housing Revenue Bonds, 2008 Series A in an Amount not to Exceed $181,415,000

Tab F Michigan State Housing Development Authority First Resolution Supplementing Series Resolution Authorizing the Issuance and Sale of Rental Housing Revenue Bonds, 2016 Series D in an Amount not to Exceed $55,220,000

Tab G Michigan State Housing Development Authority First Resolution Supplementing Series Resolution Authorizing the Issuance and Sale of

Rental Housing Revenue Bonds, 2018 Series C in an Amount not to Exceed $134,000,000

Tab H Michigan State Housing Development Authority Fifth Resolution Supplementing Resolution Authorizing the Issuance of Rental Housing Revenue Bonds

Tab I Michigan State Housing Development Authority Third Resolution Supplementing Series Resolution Authorizing the Issuance and Sale of Single-Family Mortgage Revenue Bonds, 2006 Series C in an Amount Not to Exceed $73,190,000

Tab J Resolution Determining Mortgage Loan Feasibility, **Mack Alter, MSHDA Development No. 3805**, City of Detroit, Wayne County

Resolution Authorizing Mortgage Loans, **Mack Alter, MSHDA Development No. 3805**, City of Detroit, Wayne County

Tab K Request for Loan from General Operating Funds, **Crystal Lake Apartments, MSHDA No. 823,** City of Pontiac, Oakland County

NEW TAB L RESOLUTION AUTHORIZING SHORT TERM RELIEF FOR AUTHORITY FINANCED MULTIFAMILY PORTFOLIO

Closed Session

None.

Discussion Issues:

MSHDA Strategic Plan Revisions.

Reports:

Tab 1 Draft Annual Public Housing Agency ("PHA") Plan and Administrative Plan for the Housing Choice Voucher Program

Tab 2 MSHDA Strategic Overview Revisions

Tab 3 2020 Board Calendar

Tab 4 Hardest Hit Report

Tab 5 Current and Historical Homeownership Data

Tab 6 Homeownership Production Report

Michigan State Housing Development Authority
Minutes of Authority Meeting
February 27, 2020

AUTHORITY MEMBERS PRESENT (Lansing):

Jeff Donofrio
Carl English
Rachael Eubanks
Jennifer Grau
Jeff Mason
Deb Muchmore
Tyrone Hamilton

AUTHORITY MEMBERS ABSENT:

None

AUTHORITY MEMBERS PRESENT (Detroit):

Regina Bell

OTHERS PRESENT (Lansing/Detroit):

Gary Heidel, Acting Executive Director
Maria Ostrander, Executive
Mary Cook, Executive
Clarence Stone, Legal Affairs
Will Moseng, Legal Affairs
Lisa Ward, Legal Affairs
Rick Norton, Legal Affairs
Geoffrey Ehnis-Clark, Legal Affairs
Corrie Schmidt-Parker, Legal Affairs
Jeffrey Sykes, Finance
Troy Thelen, Asset Management
John Hundt, Rental Development
Burney Johnson, Executive
Sherry Hicks, Office Services
Mark Garcia, Communications
David Allen, Office of Market Research
Amber Martin, Human Resources
Lori Fedewa, Human Resources
Kelly Rose, Rental Assistance and Homeless Solutions
Jason Fedewa, Finance
Jennifer Edmonds, Auditing, Compliance, and Fraud Investigation
Sherri Davio, Rental Assistance and Homeless Solutions
Karen Gagnon, Housing Initiatives
Tiffany King, Housing Initiatives
Odessa Carson, Grants, Resources and Technical Services
Dace Koenigsknecht, Information Technology
Katie Bach, Communications
Jess Sobel, Grants, Resources and Technical Services
Jennifer Ferguson, Office of Employee Services
Anthony Spagnuolo, Office of Employee Services

Katy Van Houten, Rental Development
Susan Corbin, Department of Labor and Economic Opportunity
Tom Penland, Craftsman Development, LLC
Eric Antisdale, Craftsman Development, LLC
Scot Beltz, Craftsman Development, LLC
Robert Erekson, Office of Auditor General

Chairperson Jeff Donofrio opened the meeting at 10:01 a.m. He noted there was a goldenrod for Tab F: Resolution Determining Mortgage Loan Feasibility and Resolution Authorizing Mortgage Loans for Arborview Village. The Board memo was revised to remove the reference to paying off existing Authority debt because there is no existing Authority loan for Arborview Village.

Mr. Donofrio requested public comments in Lansing and Detroit. There being no public comments, Mr. Donofrio noted that the search for a permanent Executive Director is continuing, and he expects to have recommendations for review in the next few months.

Executive Director's Report:

Acting Executive Director Gary Heidel reported on the Authority's Qualified Allocation Plan ("QAP") process. Authority staff have started leading stakeholder focus groups and plan to present a "QAP 101" for Authority members at the March Board meeting.

Mr. Heidel thanked the Michigan Strategic Fund ("MSF") for working with Authority staff to develop a process for their purchase of the Authority's bonds. As a result of the MSF's efforts, Authority staff were able to have an initial closing for Eastern Elementary.

Mr. Heidel also mentioned that Authority staff have created a new format for Board memorandums in order to highlight more useful information for Authority members. Finally, Mr. Heidel noted that a Strategic Planning Session would begin after the Authority Reports portion of the meeting.

Voting Issues:

Agenda **(Tab A):** Jeff Donofrio requested a motion to approve the agenda. Rachael Eubanks *moved approval* of the agenda. Deb Muchmore supported. The agenda was unanimously approved.

Consent Agenda **(Tabs B-E)** Jeff Mason moved approval of the consent agenda. Rachael Eubanks supported. The consent agenda was approved. The consent agenda included the following items:

Tab B	Minutes – January 23, 2020
Tab C	Amended Minutes - December 12, 2019 Authority Meeting
Tab D	Resolution Authorizing Mortgage Credit Certificate for Katy L. Vanhouten
Tab E	Amended and Restated Resolution Designating Bank Accounts and Authorizing Officers as to Requisition and Investment of Funds

REGULAR VOTING ITEMS

Resolution Determining Mortgage Loan Feasibility, Arborview Village, MSHDA Development No. 2175-2, City of Pontiac, Oakland County and Resolution Authorizing Mortgage Loans, Arborview Village, MSHDA Development No. 2175-2, City of Pontiac, Oakland County **(Tab F)** was presented by John Hundt of Rental Development. Mr. Hundt reviewed the business aspects of the resolutions as detailed in the accompanying documents. He mentioned the goldenrod that clarified there was no existing Authority financing for this project. Mr. Hundt also confirmed there will be no tenant displacements or rent increases as a result of this project.

Jeff Donofrio requested a motion to approve the resolutions. Deb Muchmore moved approval of the resolutions. Carl English supported. The resolutions were approved.

Resolution Determining Mortgage Loan Feasibility, Pine Oak Apartments, MSHDA Development No. 246-2, City of Wyoming, Kent County and Resolution Authorizing Mortgage Loans, Pine Oak Apartments, MSHDA Development No. 246-2, City of Wyoming, Kent County **(Tab G)** was presented by John Hundt of Rental Development. Mr. Hundt reviewed the business aspects of the resolutions as detailed in the accompanying documents. He noted that a Payment in Lieu of Taxes ("PILOT") for the new borrower was not yet in place; however, it was expected to be enacted and in effect shortly. He further noted that this project would extend the affordability period up to 50 years, there would be no tenant displacement and any rent increase would not exceed 5%. Representatives of the developer, Craftsmen Development, LLC, were present in support of these resolutions. In response to questions by Authority members, Mr. Hundt confirmed that Authority members would be updated should any issues arise with obtaining the PILOT. He also confirmed that a 5% rent increase was within Authority guidelines.

Rachael Eubanks moved approval of the resolutions. Jeff Mason supported. The resolutions were approved.

Mr. Donofrio noted that the following reports were included for information: Hardest Hit Report **(Tab 1)**, Current and Historical Homeownership Data **(Tab 2)** and Homeownership Production Report **(Tab 3).**

At 10:20 a.m. Mr. Donofrio requested a short recess prior to the discussion on the Authority's Strategic Planning Process. The meeting reconvened at 10:31 a.m.

STRATEGIC PLANNING PROCESS

Acting Executive Director Gary Heidel, began this portion of the meeting by noting this was an opportunity for Authority staff to get input from Authority members. He introduced Tiffany King, Equity and Inclusion Officer, who referenced the handouts provided to members in their Board dockets. These documents included the Department of Labor and Economic Opportunity's Strategic Plan, the Authority's Strategic Overview, and a Summary of Phase I Strategic Planning. Ms. King was joined by the other members of the Authority's Strategic Planning Team: Karen Gagnon, Policy Advisor, Odessa Carson, Housing Development Fund Analyst, Jess Sobel, Grants Manager, and David Allen, Market Analysis and Research Manager.

The Strategic Planning Team provided an update on Phase I of the process, addressing engagement activities and the strategic focus areas for the Mission, Vision and Guiding Principles Statement. Also discussed were the housing needs data and the alignment of the Authority's plan with the Department of Labor and Economic Opportunity's plan. Looking towards the future, the

Strategic Planning Team addressed Phase II of this process, noting that it will include outreach and engagement, comparative analysis benchmarking with other Housing Finance Agencies, zoning, and land use. A Request for Proposal for assistance with Phase II of the process has been issued with a response deadline of March 6, 2020.

Following the presentation, Authority members discussed the focus areas and mission statement. Authority staff agreed to review Authority members' comments and present their updates and revisions at the next Authority meeting.

Mr. Donofrio noted that the next two Regular board meetings are March 26, 2020 and April 23, 2020.

There being no further business, Jeff Donofrio requested a motion to adjourn. Jennifer Grau moved to adjourn. Rachael Eubanks supported the motion, and it was unanimously approved and accepted. The meeting adjourned at 11:53 a.m.

REVIEWED BY LEGAL

MSHDA

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

M E M O R A N D U M

TO: Authority Members

FROM: Gary Heidel, Acting Executive Director

DATE: March 26, 2020

RE: Liquidity Replacements

Recommendation:

I recommend that the Michigan State Housing Development Authority (the "Authority") approve the following resolutions to authorize Authority staff to replace expiring sources of liquidity with Direct Pay Letters of Credit ("LOC") or, in one case, a Standby Bond Purchase Agreement ("SBPA") for the following bonds:

Rental Housing Revenue Bonds, 2000 Series A;
Rental Housing Revenue Bonds, 2002 Series A;
Rental Housing Revenue Bonds, 2008 Series A;
Rental Housing Revenue Bonds, 2016 Series D;
Rental Housing Revenue Bonds, 2018 Series C; and
Single-Family Mortgage Revenue Bonds, 2006 Series C (1)

(1) The current liquidity facility is a SBPA and is proposed to remain in the form of a SBPA

Executive Summary:

The above listed bonds are currently outstanding and will remain outstanding after these proposed liquidity replacements. These bonds, with a cumulative current balance of $370.9 million, were issued as variable rate demand obligations ("VRDOs"). VRDOs are bonds that bear interest at a floating, or variable, rate adjusted at specified intervals (such as daily, weekly, or monthly) and can be repurchased by the Authority, at the bondholder's option, when the rate changes. The Authority's VRDOs are backed by a liquidity facility, such as an SBPA or LOC, that provides readily available funds to purchase bonds that the bondholders tender.

In December of 2019, the Authority solicited a request for proposals ("RFPs") for LOCs and/or SBPAs (see attached RFP). Twenty providers were solicited and thirteen responded (see attached, Firms Solicited and Responding to Liquidity RFP). Seven liquidity facilities will expire by June 2020. The attached schedule, Proposed Liquidity Replacements and Renewals (the "Proposal"), depicts the Authority strategy to be addressed over the next few Authority meetings. The SBPA with the Royal Bank of Canada ("RBC") has been extended and the following resolutions will address the remaining six expiring liquidity facilities.

Currently, the Authority has SBPAs in place to address the liquidity needs of the above-mentioned bond deals. In an effort to diversify liquidity products, the Authority plans to replace five SBPAs with LOCs. US Bank was selected to provide a SBPA for the Single-Family Mortgage Revenue Bonds, 2006 Series C, to bring another highly rated bank into the Authority's liquidity portfolio. US Bank did not provide a LOC as an option.

Relationship to Authority's Mission and Goals:

The replacement of these six expiring SBPAs relates to the management of the Authority's debt portfolio. The Authority issues debt to fund its lending activities and strives to achieve the lowest cost of borrowing while taking all risks into consideration. As a self-sustaining agency, the Authority seeks to generate low lending rates so that Michigan residents have additional options to find quality affordable housing. The Authority's lending activities must also generate sufficient revenue to cover operating expenses and fund the non-economic goals of the Authority, such as non-repayable grants.

Issues, Policy Considerations, and Related Actions:

The proposed Direct Pay LOCs meet the liquidity facility requirements of the outstanding bonds yet includes the added benefit of credit enhancement that is not provided with the SBPAs. The following resolutions will help to diversify the Authority's liquidity portfolio.

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
AMENDED AND RESTATED SERIES RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF RENTAL HOUSING REVENUE BONDS, 2000 SERIES A IN AN AMOUNT NOT TO EXCEED $56,000,000

March 26, 2020

WHEREAS, the Members of the Michigan State Housing Development Authority (hereinafter referred to as the "Authority"), by Resolution adopted November 15, 1990, as amended and supplemented (the "General Resolution"), have created and established an issue of Rental Housing Revenue Bonds; and

WHEREAS, the General Resolution authorizes the issuance of such Rental Housing Revenue Bonds in one or more Series pursuant to a Series Resolution authorizing the issuance and sale of such Series; and

WHEREAS, pursuant to the General Resolution, on September 13, 2000, the Members of the Authority adopted the Series Resolution Authorizing the Issuance and Sale of Rental Housing Revenue Bonds, 2000 Series A in an Amount Not To Exceed $56,000,000, which Members of the Authority amended and supplemented on August 27, 2008, October 24, 2012 and March 26, 2020 (as amended and supplemented, the "2000 Series A Resolution"), authorizing the issuance and sale of a Series of Bonds designated "Rental Housing Revenue Bonds, 2000 Series A" (the "2000 Series A Bonds") to provide moneys to carry out the purposes of the Authority; and

WHEREAS, pursuant to a Third Resolution Supplementing the 2000 Series A Resolution adopted by the Members of the Authority on March 26, 2020, the Authority has approved the amendment and restatement of the 2000 Series A Resolution as set forth below to permit the 2000 Series A Bonds to be supported by a direct pay letter of credit (the "Initial Credit/Liquidity Facility") which will provide (i) credit enhancement for the 2000 Series A Bonds bearing interest at the Weekly Rate or Daily Rate and constitute a "Credit Facility" under the 2000 Series A Resolution and (ii) liquidity support for the 2000 Series A Bonds bearing interest at the Weekly Rate or Daily Rate and constitute a "Liquidity Facility" under the 2000 Series A Resolution; and

WHEREAS, it is necessary to amend the 2000 Series A Resolution to direct the Trustee to submit drawings on the Initial Credit/Liquidity Facility as a Credit Facility to pay the principal of, and interest on the 2000 Series A Bonds when due in addition to drawing upon the Initial Credit/Liquidity Facility as a Liquidity Facility to pay the purchase price of any 2000 Series A Bonds tendered for purchase as provided in the 2000 Series A Resolution which have not been remarketed by the Remarketing Agent; and

WHEREAS, pursuant to Section 27(*l*) of the Act, the Authority proposes to delegate to the Executive Director, the Chief Financial Officer, the Deputy Director of Finance, the Director of Legal Affairs, the Deputy Director of Legal Affairs, the Chairperson or the Vice Chairperson of the

Authority (each, together with any person duly appointed and acting in such capacity, hereinafter individually referred to as an "Authorized Representative") the power to determine certain terms and conditions of the 2000 Series A Bonds (as hereinafter defined), subject to limits established herein and in the General Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Members of the Michigan State Housing Development Authority that the 2000 Series A Resolution is amended and restated as follows:

ARTICLE I
AUTHORITY AND DEFINITIONS

101. 2000 Series A Resolution. This resolution (hereinafter referred to as the "Resolution" or the "2000 Series A Resolution") is adopted in accordance with the provisions of Article II of the General Resolution and pursuant to the authority contained in the Act.

102. Definitions. All terms which are defined in Section 103 of Article I of the General Resolution shall have the same meanings in this 2000 Series A Resolution including the preambles thereto. Any reference to a title or position at the Authority shall include any person duly appointed to act in such capacity. All terms which are defined in APPENDIX A presented to this meeting shall have the same meanings in this 2000 Series A Resolution. In addition, the following terms shall have the following meanings unless the context shall clearly indicate some other meaning:

"2000 Bonds" shall mean, collectively, the 2000 Series A Bonds and the 2000 Series B Bonds.

"2000 Mortgage Loans" shall mean all Mortgage Loans acquired from the proceeds of the 2000 Bonds.

"2000 Series A Bonds" shall mean the Bonds authorized by Article II of this Resolution.

"2000 Series B Bonds" shall mean the Bonds authorized by Article II of the 2000 Series B Resolution.

"2000 Series B Resolution" shall mean the resolution of the Authority authorizing the issuance and sale of its Rental Housing Revenue Bonds, 2000 Series B Bonds.

"Agent Member" means a member of, or participant in, the Securities Depository who, in the case of Auction Bonds, will act on behalf of a Bidder.

"Alternate Credit Facility" means a replacement irrevocable direct-pay letter of credit issued by a commercial bank or other financial institution and delivered to or made available to the Trustee in accordance with Section 804 hereof for the purpose of paying the principal of and interest on the 2000 Series A Bonds when due; which replaces the Credit Facility then in effect,

provided, however, that any amendment, extension or renewal of the Credit Facility then in effect for the purpose of extending the Expiration Date of such Credit Facility or modifying such Credit Facility pursuant to its terms shall not be deemed to be an Alternate Credit Facility for purposes of this Resolution.

"Alternate Liquidity Facility" means a line of credit, letter of credit, standby purchase agreement or similar liquidity facility which provides for the purchase of 2000 Series A Bonds upon their optional or mandatory tender in accordance with Article IV hereof and issued by a commercial bank or other financial institution and delivered to the Trustee in accordance with Section 802 hereof which replaces a Liquidity Facility then in effect; provided, however, that any amendment, extension or renewal of the Liquidity Facility then in effect for the purpose of extending the Expiration Date of such Liquidity Facility or modifying such Liquidity Facility pursuant to its terms shall not be deemed to be an Alternate Liquidity Facility for purposes of this Resolution.

"Auction Agent" means the auctioneer appointed by the Authority to serve in such capacity in accordance with Section 902 hereof.

"Auction Bonds" or "PARS" means any 2000 Series A Bonds while in the Auction Rate Period.

"Auction Procedures" means the procedures for conducting auctions for Auction Bonds as described in APPENDIX A hereto.

"Auction Rate" has the meaning set forth in APPENDIX A hereto.

"Auction Rate Conversion Date" means each date on which 2000 Series A Bonds are Converted to Auction Bonds.

"Auction Rate Period" means the period during which 2000 Series A Bonds bear interest at an Auction Rate.

"Authorized Denominations" means those authorized denominations set forth in Section 204 hereof.

"Available Moneys" means, (a) if a Credit Facility is in effect, (i) moneys drawn under the Credit Facility which at all times since their receipt by the Trustee were held in a separate segregated account or accounts or subaccount or subaccounts in which no moneys (other than those drawn under the Credit Facility) were at any time held, (ii) moneys which have been paid to the Trustee by the Authority and have been on deposit with the Trustee for at least 124 days (or, if paid to the Trustee by an "affiliate," as defined in Bankruptcy Code §101(2), of the Authority, 366 days) during and prior to which no Event of Bankruptcy shall have occurred, (iii) any other moneys, if, in the opinion of nationally recognized counsel experienced in bankruptcy matters (which opinion shall be acceptable to each Rating Agency then rating the 2000 Series A Bonds), the application of such moneys will not constitute a voidable preference in the event of the occurrence of an Event of Bankruptcy, and (iv) investment earnings on any of the moneys

described in clauses (i), (ii) and (iii) of this definition; and (b) otherwise, "Available Moneys" means any moneys deposited with the Trustee.

"Bank Bonds" means 2000 Series A Bonds purchased with amounts made available under a Liquidity Facility in accordance with Section 401(e) hereof, but excluding 2000 Series A Bonds no longer considered to be Bank Bonds in accordance with the terms of the Liquidity Facility or Reimbursement Agreement, as applicable.

"Bank Rate" means the rate of interest on all Bank Bonds held by and payable to a Liquidity Facility Provider at any time as determined and calculated in accordance with the provisions of the related Liquidity Facility or Reimbursement Agreement, as applicable.

"Broker-Dealer" means, from time to time, any entity appointed by the Authority (i) that is permitted by law to perform the function of a Broker-Dealer described in this Resolution; (ii) that is a member of, or direct participant in, the Securities Depository; (iii) that has been selected by the Authority; and (iv) that is a party to a Broker-Dealer Agreement with the Auction Agent.

"Business Day" means any day except Saturday, Sunday or any day (i) on which banks located in the City of Detroit, Michigan, in the city in which the corporate trust office of the Trustee to which 2000 Series A Bonds must be surrendered for payment at maturity or redemption is located, the city in which the principal office of the Remarketing Agent, if any, is located, the city in which the office of any Liquidity Facility Provider at which payments under the Liquidity Facility are to be made is located, are required or authorized to close, or the office at which drawings under the Credit Facility must be presented are located are authorized by law or executive order to close, or (ii) on which the New York Stock Exchange is closed.

"Cede & Co." means Cede & Co., the nominee of DTC, or any successor nominee of DTC with respect to the 2000 Series A Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and regulations promulgated or proposed thereunder or under prior law applicable thereto.

"Conversion Date" means: (a) when used with respect to 2000 Series A Bonds being Converted to bear interest at a Fixed Rate, the Fixed Rate Conversion Date; (b) when used with respect to any Variable Rate Period, the day on which a particular type of Variable Rate becomes effective for all or any portion of the 2000 Series A Bonds pursuant to Section 302 hereof and which is not immediately preceded by a day on which 2000 Series A Bonds bore interest at the same type of Variable Rate, except an automatic Conversion pursuant to Section 301 or 302(a)(ii) hereof; (c) the date on which a Flexible Rate Period becomes effective for all or any portion of the 2000 Series A Bonds pursuant to Section 303 hereof following a Rate Period other than a Flexible Rate Period; and (d) each Auction Rate Conversion Date.

"Convert," "Converted" or "Conversion," as appropriate, means the conversion of the Rate Period of the 2000 Series A Bonds from the then current Rate Period to another Rate Period as herein described.

"Credit Facility" means the Initial Credit/Liquidity Facility and, upon the effectiveness of any Alternate Credit Facility, such Alternate Credit Facility. If there is a Credit Facility, the same instrument must be a Credit Facility and a Liquidity Facility hereunder. If no Credit Facility is then in effect, references herein to the Credit Facility shall be disregarded.

"Credit Facility Fund" means the fund by that name established pursuant to Section 603(c).

"Credit Provider" means the Initial Credit/Liquidity Provider and, upon the effectiveness of an Alternate Credit Facility, shall mean the bank or banks, insurance company or other financial institution or financial institutions or other entity that is then a party to the Credit Facility.

"Daily Auction Period" shall mean the period of time during which Auction Bonds bear interest for an Auction Period of one (1) day.

"Daily Rate Period" means the period of time during which the 2000 Series A Bonds bear interest at a Daily Rate.

"Daily Rate" means the rate of interest to be borne by the 2000 Series A Bonds as described in Section 302(b) hereof.

"Date of Issue" or "Closing Date" shall mean the date on which the 2000 Series A Bonds are issued and delivered to the original purchasers thereof.

"DTC" means The Depository Trust Company, New York, New York.

"Effective Date" shall mean, with respect to each Monthly Rate Period, Quarterly Rate Period, and Semiannual Rate Period, the first date following the applicable Rate Determination Date when the Interest Rate determined on such Rate Determination Date becomes effective.

"Event of Bankruptcy" means any of the following events:

(i) the Authority (or any other Person obligated, as guarantor or otherwise, to make payments on the 2000 Series A Bonds or under the Reimbursement Agreement, or an "affiliate" of the Authority as defined in Bankruptcy Code §101(2) but excluding a Credit Provider or a Liquidity Facility Provider) shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the Authority (or such other Person) or of all or any substantial part of their respective property, (b) commence a voluntary case under the Bankruptcy Code, or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(ii) a proceeding or case shall be commenced, without the application or consent of the Authority (or any other Person obligated, as guarantor or otherwise, to make payments on the 2000 Series A Bonds or under the Reimbursement Agreement, or an "affiliate" of the Authority as defined in Bankruptcy Code §101(2) but excluding a Credit Provider or a Liquidity Facility Provider) in any court of competent jurisdiction, seeking (a) the liquidation,

reorganization, dissolution, winding up, or composition or adjustment of debts, of the Authority (or any such other Person), (b) the appointment of a Trustee, receiver, custodian, liquidator or the like of the Authority (or any such other Person) or of all or any substantial part of their respective property, or (c) similar relief in respect of the Authority (or any such other Person) under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts.

"Expiration Date" means (i) the date upon which a Credit Facility or a Liquidity Facility is scheduled to expire (taking into account any extensions of such Expiration Date) in accordance with its terms, (ii) the date upon which a Credit Facility or a Liquidity Facility terminates following voluntary termination by the Authority, or (iii) the date upon which a Credit Facility or a Liquidity Facility otherwise terminates in accordance of its terms.

"Favorable Opinion of Bond Counsel" means an Opinion of Bond Counsel addressed to the Authority and the Trustee (with a copy to the Liquidity Facility Provider) to the effect that the action proposed to be taken is authorized or permitted by this 2000 Series A Resolution and will not adversely affect the legality or validity of the 2000 Series A Bonds or the exclusion of interest on the 2000 Bonds from gross income for federal income tax purposes.

"Fixed Rate" shall mean the rate at which 2000 Series A Bonds shall bear interest from and including the applicable Fixed Rate Conversion Date to the maturity date thereof pursuant to Section 304 hereof.

"Fixed Rate Conversion Date" means each day on which all or any portion of the 2000 Series A Bonds are Converted to bear interest at a Fixed Rate pursuant to Section 304 or Appendix A hereof, which Fixed Rate Conversion Date shall be (a) an Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is made, (b) in the event of Conversion from a Flexible Rate Period, the Interest Payment Date on which interest is payable on all 2000 Series A Bonds being Converted to the Fixed Rate or (c) in the event of Conversion from an Auction Rate Period, the Interest Payment Date specified in Appendix A hereof.

"Fixed Rate Period" means each period during which 2000 Series A Bonds bear interest at the Fixed Rate.

"Flexible Rate" means, when used with respect to any particular 2000 Series A Bond, the interest rate determined for each Flexible Rate Period (except the last day thereof) applicable thereto pursuant to Section 303 hereof.

"Flexible Rate Conversion Date" means each day on which all or any portion of the 2000 Series A Bonds bear interest at Flexible Rates which is immediately preceded by a day on which such 2000 Series A Bonds did not bear interest at Flexible Rates and which Flexible Rate Conversion Date shall be an Interest Payment Date on which interest is payable for the Variable Rate Period or Auction Rate Period from which the Conversion is to be made.

"Flexible Rate Period" means each period during which a 2000 Series A Bond bears interest at a Flexible Rate.

"Initial Credit/Liquidity Provider" means Barclays Bank PLC, and its successors and assigns.

"Initial Credit/Liquidity Facility" means the irrevocable direct pay letter of credit issued by the Initial Credit/Liquidity Provider in favor of the Trustee pursuant to the Initial Reimbursement Agreement to provide credit enhancement and liquidity support for the 2000 Series A Bonds bearing interest in the Weekly Rate or Daily Rate. The Initial Credit/Liquidity Facility shall constitute a Credit Facility and a Liquidity Facility under this 2000 Series A Resolution and all references to a "Credit Facility" and "Liquidity Facility" hereunder shall include the Initial Credit/Liquidity Facility.

"Initial Interest Payment Date" shall mean November 1, 2000.

"Initial Reimbursement Agreement" means the Reimbursement Agreement dated as of April 1, 2020, between the Authority and the Initial Credit/Liquidity Provider, as it may be amended or modified from time to time.

"Interest Coverage Requirement" shall mean the following applicable interest coverages required to be in effect with respect to the Liquidity Facility: (a) if the Bonds are to be Converted to bear interest at the Daily, Weekly or Monthly Rates – not less than 34 days' of interest at 14% on a 365 day year or such other minimum period specified by the Rating Agencies as necessary to obtain (or maintain) a specified rating on the 2000 Series A Bonds, (b) if the Bonds are to be Converted to bear interest at the Quarterly Rate - not less than 95 days' of interest at 14% on a 365 day year or such other minimum period specified by the Rating Agencies as necessary to obtain (or maintain) a specified rating on the 2000 Series A Bonds, (c) if the Bonds are to be Converted to bear interest at the Semiannual Rate – not less than 183 days' of interest at 14% on a 360 day year or such other minimum period specified by the Rating Agencies as necessary to obtain (or maintain) a specified rating on the 2000 Series A Bonds, and (d) if the Bonds are to be Converted to bear interest at the Flexible Rate – not less than the actual number of days set to elapse in the Flexible Rate Period at 14% on a 365 day year or such other minimum period specified by the Rating Agencies as necessary to obtain (or maintain) a specified rating on the 2000 Series A Bonds.

"Interest Payment Date" means (a) the Initial Interest Payment Date, (b) when used with respect to 2000 Series A Bonds bearing interest at the Daily, Weekly or Monthly Rate, the first Business Day of each calendar month to which interest at such rate has accrued; (c) when used with respect to 2000 Series A Bonds bearing interest at the Quarterly Rate, the first Business Day of the third calendar month following the month in which the applicable Conversion Date occurs and the first Business Day of each third calendar month thereafter to which interest at such rate has accrued; (d) when used with respect to 2000 Series A Bonds bearing interest at the Semiannual Rate, each April 1 and October 1 during the applicable Semiannual Rate Period, (e) when used with respect to 2000 Series A Bonds bearing interest at the Fixed Rate, each April 1 and October 1 which is at least 120 days following the Fixed Rate Conversion Date; (f) when used with respect

to any particular 2000 Series A Bond bearing interest at a Flexible Rate, the last day of each Flexible Rate Period applicable thereto; (g) when used with respect to Bank Bonds, the first Business Day of each month and any other date specified in the Liquidity Facility or Rembursement Agreement, as applicable; (h) when used with respect to Auction Bonds, each Auction Bond Interest Payment Date and (i) when used with respect to any 2000 Series A Bond, its stated maturity date or the date on which it is earlier paid.

"Interest Rate" shall mean a Weekly, Monthly, Quarterly, Semiannual, Term, Flexible, Auction, or Fixed Rate.

"Investment Company" means an investment company registered under the Investment Company Act of 1940, as amended.

"Letter of Credit" means an unconditional irrevocable letter of credit issued by a domestic or foreign bank which qualifies as a Cash Equivalent under the General Resolution, and which provides for a draw down in the full amount upon its expiration date at the option of the Authority in the absence of a renewal of such letter of credit or if the Authority does not deliver to the Trustee a replacement Letter of Credit.

"Liquidity Facility" means the Initial Credit/Liquidity Facility and, upon the effectiveness of any Alternate Liquidity Facility, such Alternate Liquidity Facility. The same instrument may be a Liquidity Facility and a Credit Facility hereunder. If no Liquidity Facility is then in effect, references herein to the Liquidity Facility shall be disregarded.

"Liquidity Facility Bonds" means any 2000 Series A Bond (other than 2000 Series A Bonds bearing interest at a Fixed Rate or an Auction Rate) which the Authority designates as such in the Purchase Contract or pursuant to a notice delivered pursuant to Section 405 herein. As of the Restated Resolution Effective Date, "Liquidity Facility Bonds" shall mean all 2000 Series A Bonds bearing interest at the Weekly Rate or Daily Rate.

"Liquidity Facility Provider" means the Initial Credit/Liquidity Provider and, upon the effectiveness of an Alternate Liquidity Facility, shall mean the commercial bank or other financial institution issuing (or having primary obligation, or acting as agent for the financial institutions obligated, under) a Liquidity Facility then in effect.

"Mandatory Credit/Liquidity Tender" means the mandatory tender of the 2000 Series A Bonds pursuant to Section 404(a) upon receipt by the Trustee of written notice from the Credit Provider or the Liquidity Facility Provider, as applicable, that (i) an event with respect to the Credit Facility or the Liquidity Facility has occurred which requires or gives such Credit Provider or Liquidity Facility Provider the option to terminate such Credit Facility or Liquidity Facility upon notice or (ii) the amount of an interest drawing under the Credit Facility will not be reinstated and directing the Trustee to call the Bonds for mandatory tender pursuant to Section 404(a). Mandatory Credit/Liquidity Tender shall not include circumstances, if any, where the Liquidity Facility Provider may suspend or terminate its obligations to purchase securities without notice, in which case there will be no mandatory tender.

"Maximum Rate" means (a) with respect to 2000 Series A Bonds other than Bank Bonds and Auction Bonds, 14% per annum, (b) with respect to Bank Bonds, the rate set forth in a Liquidity Facility or Reimbursement Agreement, as applicable, not to exceed 25% per annum, and (c) with respect to Auction Bonds, 20% per annum; provided, however, that in no event shall such rate in either case exceed the maximum rate permitted by applicable law.

"Monthly Rate" shall mean the interest rate to be determined for 2000 Series A Bonds on a monthly basis pursuant to Section 302(d) hereof.

"Monthly Rate Conversion Date" shall mean each day on which all or any portion of the 2000 Series A Bonds bear interest at a Monthly Rate pursuant to Section 302(h) or (i) hereof which is immediately preceded by a day on which such 2000 Series A Bonds did not bear interest at a Monthly Rate.

"Monthly Rate Period" shall mean each period during which 2000 Series A Bonds bear interest at a Monthly Rate.

"Principal Payment Date" means any date on which principal on the 2000 Series A Bonds is due and payable, whether at maturity, upon acceleration or upon redemption.

"Purchase Contract" shall have the meaning set forth in Section 205 hereof.

"Purchase Fund" shall mean the fund established by Section 602.

"Quarterly Rate" shall mean the interest rate to be determined for 2000 Series A Bonds on a quarterly basis pursuant to Section 302(e) hereof.

"Quarterly Rate Conversion Date" shall mean each day on which all or any portion of the 2000 Series A Bonds bear interest at a Quarterly Rate pursuant to Section 302(h) or (i) hereof which is immediately preceded by a day on which such 2000 Series A Bonds did not bear interest at a Quarterly Rate.

"Quarterly Rate Period" shall mean each period during which 2000 Series A Bonds bear interest at a Quarterly Rate.

"Rate Determination Date" shall mean the date on which the interest rate for the Rate Period following each such Rate Determination Date is determined, as described in this Resolution.

"Rate Period" shall mean a Daily Rate Period, Weekly Rate Period, a Monthly Rate Period, a Quarterly Rate Period, a Semiannual Rate Period, a Flexible Rate Period, an Auction Rate Period or a Fixed Rate Period.

"Record Date" shall mean (a) with respect to any Interest Payment Date in respect of a 2000 Series A Bond during (i) a Daily Rate Period, such Interest Payment Date, (ii) a Weekly Rate Period, Monthly Rate Period, Quarterly Rate Period or Semiannual Rate Period, the Business Day preceding such Interest Payment Date, (iii) an Auction Rate Period, (1) which is an

Auction Rate Period other than a daily Auction Period, the second Business Day preceding an Interest Payment Date therefor and (2) which is a daily Auction Period, the last Business Day of the month preceding an Interest Payment Date therefor, and (iv) a Flexible Rate Period, the Business Day preceding such Interest Payment Date, and (b) with respect to a 2000 Series A Bond bearing interest at a Fixed Rate, the tenth day preceding such Interest Payment Date or, in the case of an Interest Payment Date which is not at least 10 days after the first day on which a 2000 Series A Bond is Converted to bear interest at a Fixed Rate, such first day.

"Reimbursement Agreement" means the Initial Reimbursement Agreement and, if an Alternate Credit Facility is issued, any reimbursement agreement, credit agreement, line of credit agreement, standby purchase agreement or other agreement relating to the Credit Facility and/or Liquidity Facility, by and between the Credit Provider and the Authority.

"Remarketing Agent" shall mean Goldman, Sachs & Co., or any successor remarketing agent appointed in accordance with Section 901 hereof and any permitted successor thereto. "Principal Office" of the Remarketing Agent shall mean the office thereof designated in writing to the Authority and the Trustee.

"Remarketing Agreement" shall mean the Remarketing Agreement, dated as of September 1, 2000, relating to the 2000 Series A Bonds, between the Authority and Goldman, Sachs & Co., as Remarketing Agent, as from time to time amended and supplemented. In the event that a successor remarketing agent is appointed pursuant to Section 901 hereof, "Remarketing Agreement" shall mean the remarketing agreement between such successor remarketing agent and the Authority, as from time to time amended and supplemented.

"Restated Resolution Effective Date" means the effective date of this Amended and Restated 2000 Series A Resolution in accordance with the terms of Section 401 of the supplemental resolution relating to the 2000 Series A Resolution approved by the Authority on March 26, 2020.

"Securities Depository" means (i) DTC and its successors and assigns, if any, or (ii) any other securities depository which agrees to follow the procedures required to be followed by a securities depository in connection with the 2000 Series A Bonds and which is selected by the Authority as provided in Section 703(c).

"Security Arrangement" means an unconditional and irrevocable obligation of the Authority which (i) qualifies as a Cash Equivalent under the General Resolution, (ii) guarantees certain payments into the Capital Reserve Fund with respect to the Bonds as provided therein and subject to the limitations set forth therein, and (iii) is not subject to cancellation unless such cancellation would not cause the then-existing rating on the Bonds to be lowered or withdrawn.

Semiannual Rate" shall mean the interest rate to be determined for 2000 Series A Bonds on a semiannual basis pursuant to Section 302(f) hereof.

"Semiannual Rate Conversion Date" shall mean each day on which all or any portion of the 2000 Series A Bonds bear interest at a Semiannual Rate pursuant to Section 302(h) or (i) hereof,

which is immediately preceded by a day on which such 2000 Series A Bonds did not bear interest at a Semiannual Rate.

"Semiannual Rate Period" shall mean each period during which 2000 Series A Bonds bear interest at a Semiannual Rate.

"Serial Bonds" means the 2000 Series A Bonds so designated pursuant to Section 203 hereof.

"Special Record Date" means the date and time established by the Trustee for determinations of which Holders shall be entitled to receive overdue interest on the 2000 Series A Bonds pursuant to Section 203(b)(iii) hereof.

"Surety Bond" or "Surety" means an unconditional and irrevocable reserve fund policy or surety bond which (i) qualifies as a Cash Equivalent under the General Resolution, (ii) guarantees certain payments into the Capital Reserve Fund with respect to the Bonds as provided therein and subject to the limitations set forth therein, and (iii) is not subject to cancellation by the provider.

"Term Bonds" means the 2000 Series A Bonds so designated pursuant to Section 203 hereof.

"Variable Rate" means, as the context requires, the Daily, the Weekly, Monthly, Quarterly, or Semiannual Rate applicable to 2000 Series A Bonds.

"Variable Rate Conversion Date" means each day on which all or any portion of the 2000 Series A Bonds bear interest at a Variable Rate pursuant to Section 302(h) or (i) hereof which is immediately preceded by a day on which such 2000 Series A Bonds did not bear interest at the same Variable Rate.

"Variable Rate Period" means each period during which 2000 Series A Bonds bear interest at a specific Variable Rate.

"Weekly Rate" means the interest rate to be determined for 2000 Series A Bonds on a weekly basis pursuant to Section 302(c) hereof.

"Weekly Rate Conversion Date" means each day on which all or any portion of the 2000 Series A Bonds bear interest at a Weekly Rate pursuant to Section 302(h) or (i) hereof which is immediately preceded by a day on which such 2000 Series A Bonds did not bear interest at a Weekly Rate. The effective date of an automatic Conversion to the Weekly Rate pursuant to the last sentence of Section 301 hereof or Section 302(a)(ii) hereof shall be deemed to be a Weekly Rate Conversion Date.

"Weekly Rate Index" means a percentage per annum equal to one hundred five percent (105%) of the most recent seven day Securities Industry and Financial Markets Association Municipal Swap Index published in The Bond Buyer or otherwise made available to the Trustee.

"Weekly Rate Period" means each period during which 2000 Series A Bonds bear interest at a Weekly Rate.

ARTICLE II
AUTHORIZATION OF 2000 Series A BONDS

201. Principal Amount, Designation and Series. A Series of Bonds is hereby authorized to be issued pursuant to the provisions of the General Resolution in an aggregate principal amount not to exceed $56,000,000, and shall be designated "*Rental Housing Revenue Bonds, 2000 Series A*."

202. Purpose. The 2000 Series A Bonds are being issued for the purposes of: (i) i) making or purchasing Mortgage Loans; and (ii) making a deposit to the Capital Reserve Fund (unless a Cash Equivalent is provided in lieu of such deposit, as provided in Section 501(B) hereof.

203. Interest Rates, Principal Amounts and Maturity Dates. (a) The 2000 Series A Bonds shall be dated and shall be issued on or before October 4, 2000, as determined by an Authorized Representative.

(b) Subject to the further provisions of Article III hereof, each 2000 Series A Bond shall bear interest and be payable as to interest as follows:

(i) Each 2000 Series A Bond shall bear interest (at the applicable rate determined pursuant to Article III hereof) computed from (A) the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid, or (B) the last preceding Interest Payment Date to which interest has been paid (or the Date of Issue if no interest thereon has been paid) in all other cases, and in either case (C) to and including the day (whether or not a Business Day) immediately preceding each Interest Payment Date on which interest is being paid.

(ii) Subject to the provisions of subparagraph (iii) below, the interest due on any 2000 Series A Bond on any Interest Payment Date shall be paid to the Holder of such 2000 Series A Bond as shown on the registration books kept by the Trustee as of the Regular Record Date. The amount of interest payable on any Interest Payment Date shall be computed (A) on the basis of a 365- or 366-day year for the number of days actually elapsed with respect to Flexible, Daily, Weekly, Monthly and Quarterly Rate Periods, (B) for each Daily Auction Period, Seven-Day Auction Period and Thirty-Five Day Auction Period shall be computed on the basis of a 360-day year for the number of days actually elapsed and, for each Six-Month Auction Period or Multi-Annual Auction Period, on the basis of a 360-day year consisting of twelve 30-day months and (C) on the basis of a 360-day year of twelve 30-day months with respect to a Semiannual Period and the Fixed Rate Period.

(iii) If the funds available under the General Resolution are insufficient on any Interest Payment Date to pay the interest then due, the regular Record Date shall no longer be

applicable with respect to the 2000 Series A Bonds. If sufficient funds for the payment of such overdue interest thereafter become available, the Trustee shall promptly establish a special interest payment date for the payment of the overdue interest and a Special Record Date (which shall be a Business Day) for determining the Holders entitled to such payments. Notice of such date so established shall be given by first-class mail by the Trustee to each Holder at least ten (10) days prior to the Special Record Date, but not more than thirty (30) days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date (which date shall be deemed to be an Interest Payment Date) to the Holder, as shown on the registration books kept by the Trustee as of the close of business on the Special Record Date.

(iv) All payments of interest on the 2000 Series A Bonds shall be paid to the persons entitled thereto pursuant to Section 203(b)(ii) or Section 203(b)(iii) hereof on the Interest Payment Date in immediately available funds.

(c) (i) Any Holder may elect to have the principal or Redemption Price of and interest on its 2000 Series A Bonds bearing interest at Auction, Daily, Weekly, Monthly, Quarterly, Semiannual or Fixed Rates paid by wire transfer to a bank within the continental United States or deposited to a designated account that is maintained with the Trustee; provided, however, that such Holder shall have provided wire transfer instructions to the Trustee prior to the Interest Payment Date; provided further, that each such 2000 Series A Bond must be presented to the Trustee in order for the Holder to receive payment of principal or Redemption Price.

(ii) Interest accrued during any Flexible Rate Period shall be paid (A) in the case of any Interest Payment Date other than the last day of such Flexible Rate Period, in immediately available funds and (B) in case of the Interest Payment Date that is the last day of such Flexible Rate Period, in immediately available funds, but only upon presentation and surrender of 2000 Series A Bonds to the Trustee, in each case by wire transfer to a bank within the continental United States or direct deposit to a designated account that is maintained with the Trustee pursuant to directions given by the Holder to the Trustee on or prior to the Interest Payment Date.

(d) The 2000 Series A Bonds may be issued in whole or in part as Serial Bonds or as Term Bonds, or as a combination of Serial and Term Bonds, which shall mature on April 1 and October 1 in the years and principal amounts as approved by an Authorized Representative. The principal amount of the Serial Bond and/or Term Bonds, if any, the maturities, initial Rate Periods and initial rates of interest shall be set forth in the Purchase Contract, and the approval of such principal amounts, maturities, Rate Periods and rates of interest of the Serial Bonds and/or Term Bonds shall be evidenced by the execution of the Purchase Contract by the Authority.

(e) The 2000 Series A Bonds will be issued initially in a Weekly Rate Period and will bear interest at a Weekly Rate.

(f) In making the determination with respect to initial interest rates, designations as Serial Bonds or Term Bonds, and the maturities thereof, the Authorized Representative making such determinations shall be limited as follows:

(i) The rate of interest on any 2000 Series A Bond shall not at any time exceed the Maximum Rate.

(ii) The initial rate of interest on any 2000 Series A Bond shall not exceed a coupon rate of 6.00% per annum.

(iii) The compensation to be paid to the Purchasers (as hereinafter defined) shall not be more than 1.00% of the original principal amount of the 2000 Series A Bonds.

(iv) The schedule of maturities and the amount of each maturity for the 2000 Series A Bonds, taking into account the Redemption Requirements, if any, established pursuant to Section 501 hereof, shall be established in a manner that will permit the Authorized Representative to file the Cash Flow Statement required by Section 914 of the General Resolution.

(v) The final maturity of the 2000 Series A Bonds shall not be later than October 1, 2037.

(vi) The maximum amount of scheduled principal payments (adjusted for any previously scheduled Redemption Requirements) and Redemption Requirements due on any April 1 or October 1 (or, if the 2000 Series A Bonds are (A) in an Auction Rate Period and such April 1 or October 1 is not an Interest Payment Date, the Interest Payment Date immediately preceding such April 1 or October 1 or (B) in a Variable Rate Period or a Flexible Rate Period and such April 1 or October 1 is not an Interest Payment Date, the Interest Payment Date immediately following such April 1 or October 1 in the case of Redemption Requirements) shall not exceed $2,300,000.

(g) Subject to the limitations set forth in subsection (f) above, scheduled principal payments and Redemption Requirements may be revised upon Conversion of all or any portion of the 2000 Series A Bonds to a Fixed Rate pursuant to Section 304 hereof to the extent and in the manner provided in the Purchase Contract.

(h) The Authority hereby approves the auction procedures as set forth in Appendix A hereto, with such changes thereto and completion thereof as are not materially adverse to the Authority (the "Auction Procedures"). After an Auction Rate Conversion Date, all of the 2000 Series A Bonds that become Auction Bonds shall be designated "*Periodic Auction Reset Securities*" or "*PARS*."

204. Denominations, Numbers and Letters. (a) The 2000 Series A Bonds shall be issued as fully-registered bonds in the Authorized Denominations set forth in subsection (b) below. The 2000 Series A Bonds shall be lettered "A," and shall be numbered consecutively from 1 upwards, except that, in connection with any Conversion Date, the Authority may determine that the 2000 Series A Bonds for which such date is a Conversion Date should bear a new designation after such Conversion Date and, if it should so determine, the Authority shall advise the Trustee of the new designation. References in this 2000 Series A Resolution, unless the context requires otherwise, include 2000 Series A Bonds as redesignated pursuant to this Section 205.

(b) The 2000 Series A Bonds shall be issuable in fully registered form, in denominations of (i) during any Rate Period for Variable Rate Bonds other than a Semiannual Rate Period, $100,000 or integral multiples of $5,000 in excess of $100,000, (ii) during a Flexible Rate Period, $100,000 and any integral multiple of $1,000 in excess of $100,000, (iii) during a Semiannual Rate Period or on and after the Fixed Rate Conversion Date, $5,000 or integral multiples thereof; and (vi) during an Auction Rate Period, of $25,000 and any integral multiple thereof. If the interest rate on the 2000 Series A Bonds is automatically Converted to a Weekly Rate, as provided in Section 301 or 302(a)(ii) hereof, 2000 Series A Bonds then Outstanding which were in Authorized Denominations immediately prior to such automatic Conversion shall be deemed to be temporarily in Authorized Denominations following such automatic Conversion.

(c) Each 2000 Series A Bond shall be dated as of the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid, and in all other cases the last preceding Interest Payment Date to which interest has been paid (or the Date of Issue if no interest thereon has been paid).

205. Sale of 2000 Series A Bonds. An Authorized Representative is authorized to negotiate and execute, on behalf of the Authority, a Contract of Purchase (the "Purchase Contract"), in substantially the form presented to this meeting, with such changes as are not materially adverse to the Authority, for purchase of the 2000 Series A Bonds at the price set forth therein (which shall not be less than 100% of the principal amount thereof), with Goldman, Sachs & Co., on behalf of itself and such underwriters as may be named in the Purchase Contract (said underwriters collectively called the "Purchasers"). Approval of the Purchase Contract, and the purchase price set forth therein, shall be evidenced by the execution of the Purchase Contract by the Authority.

206. [RESERVED]

207. Liquidity Facility.

(a) Payment of the purchase price of 2000 Series A Bonds bearing interest at a Variable Rate or at a Flexible Rate shall be made pursuant to a Liquidity Facility delivered by a Liquidity Facility Provider, subject to Section 802. An Authorized Representative is authorized to select a Liquidity Facility Provider and to negotiate and execute the Liquidity Facility, if any, substantially in the form of a standby bond purchase agreement, line of credit or letter of credit previously approved by the Authority in connection with any Series of Bonds, with such changes in such document as may be necessary or desirable, permitted by the Act and otherwise by law, and are not materially adverse to the Authority, taking into account the benefits to be derived by the Authority from the issuance of the 2000 Series A Bonds, and subject to the following additional conditions:

(i) The initial annual fees to be paid in respect of the Initial Credit/Liquidity Facility shall not exceed 1.00% of the available commitment thereunder; provided, however, that such fees may be increased pursuant to the provisions of the Liquidity Facility.

(ii) The available commitment under the Liquidity Facility shall not exceed an amount equal to the sum of (A) the principal amount of the 2000 Series A Bonds and (B) the Interest Coverage Requirement with respect to such principal amount.

(b) Any Authorized Representative hereby is authorized to obtain any amendment to any Liquidity Facility in respect of 2000 Series A Bonds bearing interest at a Variable Rate or a Flexible Rate, and to execute and deliver the same.

(c) The initial annual fees to be paid in respect of any Alternate Liquidity Facility shall not exceed 3.00% of the available commitment thereunder; provided, however, that such fees may be increased in accordance with the provisions of such Alternate Liquidity Facility.

208. Credit Facility.

(a) For so long as 2000 Series A Bonds bearing interest at a Variable Rate are supported by a Credit Facility, payment of the principal and interest on the 2000 Series A Bonds shall be made pursuant to a Credit Facility delivered by a Credit Provider, subject to Section 804. If a Credit Facility supports 2000 Series A Bonds during a Variable Rate Period, such Credit Facility must support all 2000 Series A Bonds. As of the Restated Resolution Effective Date, the 2000 Series A Bonds shall bear interest at the Weekly Rate and shall be supported by the Initial Credit/Liquidity Facility. An Authorized Representative is authorized to select a Credit Provider and to negotiate and execute the Credit Facility (and/or related Reimbursement Agreement), if any, substantially in the form of an irrevocable direct pay letter of credit approved by the Authority in connection with the 2000 Series A Bonds, with such changes in such document as may be necessary or desirable, permitted by the Act and otherwise by law, and are not materially adverse to the Authority, taking into account the benefits to be derived by the Authority from the issuance of the 2000 Series A Bonds, and subject to the following additional conditions:

(i) The initial annual fees to be paid in respect of the Initial Credit/Liquidity Facility shall not exceed 1.00% of the available commitment thereunder; provided, however, that such fees may be increased pursuant to the provisions of such Credit Facility.

(ii) The available commitment under any Credit Facility shall not exceed an amount equal to the sum of (A) the principal amount of the 2000 Series A Bonds and (B) the Interest Coverage Requirement with respect to such principal amount.

(b) Any Authorized Representative hereby is authorized to obtain any amendment to any Credit Facility in respect of 2000 Series A Bonds bearing interest at a Variable Rate and to execute and deliver the same.

(c) The initial annual fees to be paid in respect of any Alternate Credit Facility shall not exceed 3.00% of the available commitment thereunder; provided, however, that such fees may be increased in accordance with the provisions of such Alternate Credit Facility.

ARTICLE III
INTEREST RATES ON 2000 Series A BONDS

301. Initial Interest Rate; Subsequent Rates. The 2000 Series A Bonds shall initially bear interest at a Weekly Rate as approved by an Authorized Representative. The initial Interest Rate shall be set forth in the Purchase Contract, and the approval of such Interest Rate shall be evidenced by execution of the Purchase Contract by the Authority. The Weekly Rate initially borne by the 2000 Series A Bonds may be Converted from time to time to another type of Interest Rate as herein provided. In the event of a failure to effect a proposed Conversion to another type of Interest Rate pursuant to Section 302(h) or (i), 303 or 304 hereof and (a) notice of such Conversion shall have been given to the Bondholders as provided in such Section, the Interest Rate on the 2000 Series A Bonds to have been Converted shall be automatically Converted to a Weekly Rate and shall bear interest at the Weekly Rate set in accordance with Section 302(c) hereof from the date on which such Conversion was to have occurred, which date shall be deemed to be the first day of the Weekly Rate Period, or (b) notice of such Conversion shall not have been given to the Bondholders as provided in such Section, the 2000 Series A Bonds to have been Converted shall continue to bear interest at the last effective Variable Rate if the Conversion was to have been made from a Variable Rate Period, or at Flexible Rates if the Conversion was to have been made from Flexible Rate Periods.

302. Variable Rates; Conversion to Variable Rate Periods.

(a) Determination by Remarketing Agent. Subject to the further provisions of this Article III with respect to particular Variable Rates or conversions between Rate Periods, the Variable Rate to be applicable to 2000 Series A Bonds during any Variable Rate Period shall be determined by the Remarketing Agent.

(i) In each case, subject to the provisions of Section 306 hereof, the Variable Rate for a Variable Rate Period in question shall be determined by the Remarketing Agent on the date or dates and at the time or times required pursuant to subsection (b), (c), (d), (e), or (f) below, whichever is applicable.

(ii) Each Variable Rate shall be determined by the Remarketing Agent as the lowest rate of interest which, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would permit the applicable 2000 Series A Bonds to be sold at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus any accrued interest thereon as of the effective date of such rate; provided that, if the Remarketing Agent fails for any reason to determine the Variable Rate for any Variable Rate Period when required hereunder, or any Variable Rate fails to become effective, the Interest Rate on such 2000 Series A Bonds shall be automatically Converted to a Weekly Rate, the Weekly Rate for such Weekly Rate Period shall be the Weekly Rate Index, and the Trustee shall as soon as practicable send notice by first class mail to the Holders stating that such automatic Conversion has occurred, the effective date thereof, and the manner in which the Weekly Rate for such Weekly Rate Period is being determined.

(iii) In no event shall the Variable Rate for any Variable Rate Period exceed the Maximum Rate.

(iv) All determinations of Variable Rates pursuant to this Section shall be conclusive and binding upon the Authority, the Trustee and the Holders of the 2000 Series A Bonds. The Authority, the Trustee and the Remarketing Agent shall not be liable to any Holders for failure to give any notice required below or for failure of any Holders to receive any such notice.

(b) Daily Rates. A Daily Rate shall be determined for each Daily Rate Period as follows:

(i) The Daily Rate shall be effective for one day. Subject to the provisions of Sections 302(a)(ii) and 306 hereof, each such Daily Rate shall be determined by the Remarketing Agent by 11:30 a.m., New York City time, on each Business Day.

(ii) Subject to the provisions of Section 305 hereof, notice of each Daily Rate shall be given by the Remarketing Agent to the Authority and the Trustee by telephone or facsimile transmission not later than the close of business on the same Business Day, and written notice of Daily Rates determined shall be given by the Remarketing Agent to the Authority and the Trustee on the Business Day prior to each Interest Payment Date on which interest at a Daily Rate or Daily Rates is required to be paid.

(iii) Subject to the provisions of Section 305 hereof, written notice of Daily Rates shall be given by the Trustee to the Liquidity Facility Provider and each Holder requesting such information within seven (7) Business Days after each Interest Payment Date on which interest at a Daily Rate or Daily Rates was paid.

(c) Weekly Rates. A Weekly Rate shall be determined for each Weekly Rate Period as follows:

(i) Weekly Rate Periods shall commence on Wednesday of each week and end on Tuesday of the following week, except that (A) if a Weekly Rate Period is the initial Rate Period for any 2000 Series A Bonds, such Weekly Rate Period shall commence on the Date of Issue and end on Tuesday of the following week; (B) in the case of a Conversion to a Weekly Rate Period from a different Variable Rate Period or from Flexible Rate Periods, such Weekly Rate Period shall commence on the last Interest Payment Date in respect of the immediately preceding Rate Period or Rate Periods and end on Tuesday of the following week; (C) in the case of a Conversion from a Weekly Rate Period to a different Rate Period, the last Weekly Rate Period prior to Conversion shall end on the last day immediately preceding the Conversion Date to the new Rate Period; (D) if a Weekly Rate Period occurs by virtue of the automatic Conversion to a Weekly Rate as provided in Section 301 or 302(a)(ii) hereof, such Weekly Rate Period shall commence on the effective date of such automatic Conversion; and (E) in the event a Weekly Rate Period is the final Rate Period with respect to a 2000 Series A Bond, such Weekly Rate Period shall end on the stated maturity date of the 2000 Series A Bond or the date of earlier payment thereof.

(ii) The Weekly Rate for each Weekly Rate Period shall be effective from and including the commencement date of such period and shall remain in effect through and including

the last day thereof. Subject to the provisions of Sections 302(a)(ii) and 306 hereof, each such Weekly Rate shall be determined by the Remarketing Agent by 11:00 a.m. New York City time on the commencement date of the Weekly Rate Period to which it relates (unless such day is not a Business Day, in which case, by 4:00 p.m. New York City time on the first Business Day preceding the commencement date of the Weekly Rate Period to which it relates).

(iii) Subject to the provisions of Section 305 hereof, notice of each Weekly Rate shall be given by the Remarketing Agent to the Authority and the Trustee by telephone or facsimile transmission not later than the close of business on the first Business Day immediately preceding the commencement date of the Weekly Rate Period to which it relates, and written notice of Weekly Rates determined for each Weekly Rate Period shall be given by the Remarketing Agent to the Authority and the Trustee on the Business Day prior to each Interest Payment Date on which interest at a Weekly Rate or Weekly Rates is required to be paid.

(iv) Subject to the provisions of Section 305 hereof, written notice of Weekly Rates determined for each Weekly Rate Period shall be given by the Trustee to the Liquidity Facility Provider and each Holder requesting such information within seven (7) Business Days after each Interest Payment Date on which interest at a Weekly Rate or Weekly Rates was paid.

(d) Monthly Rates. A Monthly Rate shall be determined for each Monthly Rate Period as follows:

(i) Monthly Rate Periods shall (A) commence on the Monthly Rate Conversion Date, which shall be the first day of a calendar month and on the first day of each calendar month thereafter; provided that, if such Monthly Rate Period is immediately preceded by Flexible Rate Periods, such Monthly Rate Period shall commence on the date of the last Interest Payment Date for such immediately preceding Flexible Rate Periods; and (B) except as provided in Section 302(a)(ii) hereof, end on the day prior to the earlier of either the commencement date of the following Monthly Rate Period or the Conversion Date on which a different type of Rate Period shall become effective, or if a Monthly Rate Period is the final Rate Period with respect to a 2000 Series A Bond, then such Monthly Rate Period shall end on the stated maturity date of the 2000 Series A Bond or the date of earlier payment thereof.

(ii) The Monthly Rate for each Monthly Rate Period shall be effective from and including the commencement date of such period and shall remain in effect through and including the last day thereof. Subject to the provisions of Section 306, each such Monthly Rate shall be determined by the Remarketing Agent not later than 11:30 a.m., New York City time, on the first Business Day immediately preceding the commencement date of such period and shall be provided to the Authority and the Trustee by the Remarketing Agent in writing by the close of business on that same day.

(iii) Subject to the provisions of Section 305 hereof, notice of the Monthly Rates actually determined for each Monthly Rate Period shall be given by the Trustee by first class mail to each Holder and to the Liquidity Facility Provider upon its request within seven (7) Business Days after its determination.

(e) Quarterly Rates. A Quarterly Rate shall be determined for each Quarterly Rate Period as follows:

(i) Quarterly Rate Periods shall (A) commence on a Quarterly Rate Conversion Date which shall be the first Day of a calendar month and on the first day of each third calendar month thereafter; provided that, if a Quarterly Rate Period is immediately preceded by Flexible Rate Periods, such Quarterly Rate Period shall commence on the date of the last Interest Payment Date for such immediately preceding Flexible Rate Periods; and (B) except as provided in Section 302(a)(ii) hereof, end on the day preceding the earlier of either the commencement date of the following Quarterly Rate Period or the Conversion Date on which a different type of Rate Period shall become effective, or if a Quarterly Rate Period is the final Rate Period with respect to a 2000 Series A Bond, such Quarterly Rate Period shall end on the stated maturity date of the 2000 Series A Bond or the date of earlier payment thereof.

(ii) The Quarterly Rate for each Quarterly Rate Period shall be effective from and including the commencement date of such period and shall remain in effect through and including the last day thereof. Subject to the provisions of Section 306 hereof, each such Quarterly Rate shall be determined by the Remarketing Agent not later than 11:30 a.m., New York City time, on the first Business Day immediately preceding the commencement date of such period and shall be provided to the Authority and the Trustee by the Remarketing Agent in writing by the close of business on that same day.

(iii) Subject to the provisions of Section 305 hereof, notice of the Quarterly Rate shall be given by the Trustee by first class mail to each Holder and to the Liquidity Facility Provider upon its request within seven (7) Business Days after such Quarterly Rate is determined pursuant to Section 302(e) (ii) above.

(f) Semiannual Rates. A Semiannual Rate shall be determined for each Semiannual Rate Period as follows:

(i) Semiannual Rate Periods shall (A) commence on a Semiannual Rate Conversion Date which Semiannual Rate Conversion Date shall be the first calendar day of a month; provided that, if a Semiannual Rate Period is immediately preceded by Flexible Rate Periods, such Semiannual Rate Period shall commence on the date of the last Interest Payment Date for such immediately preceding Flexible Rate Periods and on the first day of each sixth (6th) calendar month thereafter; and (B) except as provided in Section 302(a)(ii) hereof, end on the day preceding the earlier of either the commencement date of the following Semiannual Rate Period or the Conversion Date on which a different type of Rate Period shall become effective, or if a Semiannual Rate Period is the final Rate Period with respect to a 2000 Series A Bond, such Semiannual Rate Period shall end on the stated maturity date of the 2000 Series A Bond or the date of earlier payment thereof.

(ii) The Semiannual Rate for each Semiannual Rate Period shall be effective from and including the commencement date of such period and shall remain in effect through and including the last day thereof. Subject to the provisions of Section 306 hereof, each such Semiannual Rate shall be determined by the Remarketing Agent not later than 11:30 a.m., New

York City time, on the first Business Day immediately preceding the commencement date of such period and shall be provided to the Authority and the Trustee by the Remarketing Agent in writing by the close of business on that same day.

(iii) Subject to the provisions of Section 305 hereof, notice of the Semiannual Rate shall be given by the Trustee by first class mail to each Holder and to the Liquidity Facility Provider upon its request within seven (7) Business Days after such Semiannual Rate is determined pursuant to Section 302(f) (ii) above.

(g) [RESERVED]

(h) Conversions Between Variable Rate Periods. All or any portion of the 2000 Series A Bonds may be Converted from one Variable Rate Period to another Variable Rate Period at the election of the Authority, as follows:

(i) In any such case, the Conversion Date to a different Variable Rate Period shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is to be made.

(ii) It is a condition to each Conversion that a Liquidity Facility be in place and that the interest component of the Liquidity Facility after such Conversion be at least equal to the applicable Interest Coverage Requirement.

(iii) [RESERVED]

(iv) The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider, the Credit Provider, if any, and the Remarketing Agent not less than twenty (20) days prior to the proposed Conversion Date. Such notice shall specify the proposed Conversion Date and the Variable Rate Period to which the Conversion will be made, the principal amount of 2000 Series A Bonds to be Converted, and the Rate Periods from which 2000 Series A Bonds to be Converted shall be selected by the Trustee as directed by the Authority (to the extent the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto). Together with such notice, the Authority shall file with the Remarketing Agent, the Liquidity Facility Provider, the Credit Facility Provider and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion from one Variable Rate Period to another Variable Rate Period. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider, the Credit Provider, if any, and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date.

(v) Not less than fifteen (15) days prior to the Conversion Date, the Trustee shall mail (by first class mail) a written notice, prepared by the Authority, of the Conversion to the Holders of the 2000 Series A Bonds to be Converted. Such notice shall state that such 2000 Series A Bonds are subject to mandatory tender for purchase at par plus accrued interest to, but not including, the Conversion Date.

(vi) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be determined by the Remarketing Agent in the manner provided in subsection (a) above on the date set forth in subsection (b), (c), (d), (e) or (f) above, whichever is applicable to the Variable Rate Period to which the Conversion shall be made.

(i) Conversions to Variable Rate Period or Auction Rate Period from Flexible Rate Periods. All or any portion of the 2000 Series A Bonds may be Converted from Flexible Rate Periods to a Variable Rate Period or Auction Rate Period at the election of the Authority, as follows:

(i) The Conversion Date shall be a day which is the last Interest Payment Date on which interest is payable for all Flexible Rate Periods theretofore established pursuant to Section 303 hereof for the 2000 Series A Bonds being so Converted.

(ii) The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider, the Credit Provider, if any, and the Remarketing Agent no fewer than twenty (20) days prior to the proposed Conversion Date. Such notice shall specify the proposed Conversion Date, the Variable Rate Period or mode within an Auction Rate Period, as the case may be, to which the Conversion will be made, the principal amount of the 2000 Series A Bonds to be Converted and the Rate Periods from which the 2000 Series A Bonds shall be Converted. If only a portion of the 2000 Series A Bonds bearing interest in any Rate Period is to be Converted, then the Trustee shall select the 2000 Series A Bonds to be Converted from such Rate Periods specified in such notice (to the extent that the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto). Together with such notice, the Authority shall file with the Remarketing Agent, the Liquidity Facility Provider, the Credit Provider, and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of the Flexible Rate Bonds to Variable Rate Bonds. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider, the Credit Provider, and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date. The Trustee shall give notice of Conversion to the Holders of the 2000 Series A Bonds to be Converted not less than fifteen (15) days prior to the Conversion Date in the manner prescribed by Section 302(h)(v) hereof. Notwithstanding the foregoing, however, no Conversion shall be effected unless, prior to the date on which such notice is required to be given by the Trustee, the Trustee shall have received written confirmation from the Remarketing Agent to the effect that it has not established and will not establish any Flexible Rate Periods extending beyond the Conversion Date for 2000 Series A Bonds which are to be Converted.

(iii) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be established and notice thereof shall be given in the same manner as is provided for Conversions from one Variable Rate Period to another pursuant to subsection 302(h)(vi) above. The Auction Rate for the Auction Rate Period commencing on the Conversion Date shall be established and notice thereof shall be given as set forth in Appendix A hereto.

(iv) It is a condition to each Conversion that a Liquidity Facility be in place and that the interest component of the Liquidity Facility after such Conversion be at least equal to the applicable Interest Coverage Requirement.

303. Flexible Rates; Conversions To Flexible Rate Periods or Auction Rate Periods.

(a) Flexible Rates. A Flexible Rate for each Flexible Rate Period shall be determined as follows: The Flexible Rate Period for each 2000 Series A Bond bearing interest at a Flexible Rate shall be of such duration not exceeding 270 days, as may be offered by the Remarketing Agent and specified by the purchaser pursuant to Section 402 or 403 hereof, provided, however, that if the Remarketing Agent has received notice of a Conversion to a Variable, Auction, or Fixed Rate Period; no Flexible Rate Period for 2000 Series A Bonds which are to be Converted shall extend past the Conversion Date, and any 2000 Series A Bond may bear interest at a Flexible Rate for a Flexible Rate Period different from any other 2000 Series A Bond; provided that each such Flexible Rate Period shall (A) commence on a Business Day (initially, the Flexible Rate Conversion Date and (B) end on a day which is a Business Day that is no later than the maturity date or date of earlier payment thereof Not later than 11:30 a.m., New York City time, on the first day of each Flexible Rate Period, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all 2000 Series A Bonds bearing interest at Flexible Rates required to be purchased on such date. In remarketing the 2000 Series A Bonds, the Remarketing Agent shall offer and accept purchase commitments for the 2000 Series A Bonds for such Flexible Rate Periods and at such Flexible Rates as it deems to be advisable in order to minimize the net interest cost on the 2000 Series A Bonds during the time that the 2000 Series A Bonds bear interest at Flexible Rates, taking into account prevailing market conditions; provided, however, that the foregoing shall not prohibit the Remarketing Agent from accepting purchase commitments for longer Flexible Rate Periods (and at higher Flexible Rates) than are otherwise available at the time of any remarketing if the Remarketing Agent determines that, taking into account prevailing market conditions, a lower net interest cost on the 2000 Series A Bonds can be achieved over the longer Flexible Rate Period; provided further that for each 2000 Series A Bond, the Flexible Rate for each Flexible Rate Period shall be the lowest rate which, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would result in the market value of such 2000 Series A Bond being equal to the principal amount thereof on the effective date of such rate. The Flexible Rate Period and the Flexible Rate for each Flexible Rate Period shall be determined by the Remarketing Agent not later than 1:00 p.m., New York City time, on the first day of such Flexible Rate Period and shall be provided to the Authority and the Trustee in writing by the close of business on the same day. Subject to the provisions of Section 305, notice of the Flexible Rate Period and the Flexible Rate shall be given by the Trustee by first class mail to each Holder and to the Liquidity Facility Provider upon its request as soon as practicable after such Flexible Rate Period and Flexible Rate are determined. All determinations of Flexible Rates and Flexible Rate Periods by the Remarketing Agent shall be conclusive and binding upon the Authority, the Trustee and the Holders of the 2000 Series A Bonds. In no event shall any Flexible Rate exceed the Maximum Rate.

(b) Conversions to Flexible Rate Periods or Auction Rate Period from Variable Rate Periods. All or any portion of the 2000 Series A Bonds may be Converted from any Variable Rate

Period to Flexible Rate Periods or an Auction Rate Period at the election of the Authority, as follows:

(i) In any such case, the Conversion Date shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is to be made;

(ii) It is a condition to each Conversion that the interest component of the Liquidity Facility after such Conversion be at least equal to the applicable Interest Coverage Requirement.

(iii) The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider and the Remarketing Agent not less than twenty (20) days prior to the proposed Conversion Date, specifying the proposed Conversion Date, the principal amount of 2000 Series A Bonds to be Converted, and the Rate Periods from which the 2000 Series A Bonds to be Converted shall be selected by the Trustee (to the extent the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto).

(iv) Not less than fifteen (15) days prior to the Conversion Date, the Trustee shall mail (by first class mail) a written notice of the Conversion (prepared and furnished to the Trustee by the Authority) to the Holders of the 2000 Series A Bonds to be Converted, specifying the Conversion Date and setting forth the matters required to be stated pursuant to Section 302(h)(iv) above.

(v) The Trustee shall have been provided with a Favorable Opinion of Bond Counsel with respect to such Conversion.

304. Fixed Rate; Conversion to Fixed Rate. With the provision by the Authority of (i) a Favorable Opinion of Bond Counsel and (ii) a letter from the Rating Agency, if any, then maintaining a rating on the Bonds to the effect that the proposed Conversion will not adversely affect the then existing rating on the Bonds then bearing interest at Fixed Rates, all or any portion of the 2000 Series A Bonds bearing interest at Variable Rates, Flexible Rates or Auction Rates may be Converted to bear interest at Fixed Rates to their final maturity. The Liquidity Facility (including any extensions or substitutions thereof) shall automatically terminate with respect to the 2000 Series A Bonds being so Converted on the third Business Day following the effective date of the Conversion to Fixed Rates. Any such Conversion shall be made as follows:

(a) The Fixed Rate Conversion Date shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is to be made or an Interest Payment Date on which interest is payable for all 2000 Series A Bonds during Flexible Rate Periods. The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider and the Remarketing Agent not less than forty-five (45) days prior to the proposed Conversion Date. Such notice shall specify the Fixed Rate Conversion Date, the principal amount of the 2000 Series A Bonds to be Converted, and, to the extent that the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto, the Rate Periods from which the 2000 Series A Bonds to be Converted shall be selected by the Trustee and the

revised schedule of maturities and Redemption Requirements, if any, for the 2000 Series A Bonds to be Converted, as contemplated by Section 203(g).

(b) The Remarketing Agent shall determine the Fixed Rates for 2000 Series A Bonds to be Converted from any Rate Period, other than an Auction Rate Period to a Fixed Rate Period, which shall be the lowest rate of interest for each maturity which, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would permit the applicable 2000 Series A Bonds to be sold at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus any accrued interest thereon as of the effective date of such rate. The Fixed Rates for 2000 Series A Bonds to be Converted from an Auction Rate Period to a Fixed Rate Period shall be determined in the manner provided in Section 209 of Appendix A hereto.

(c) Notice of Conversion shall be given by first class mail by the Trustee to the Holders of the 2000 Series A Bonds to be Converted not less than fifteen (15) days prior to the Fixed Rate Conversion Date. Such notice shall be prepared and furnished to the Trustee by the Authority and shall inform the Holders of:

(i) the proposed Fixed Rate Conversion Date; and

(ii) the matters required to be stated pursuant to Section 404 hereof with respect to purchases of 2000 Series A Bonds governed by such Section.

(d) Except as provided in subparagraph (b) above, not later than 12:00 p.m., New York City time, on the Business Day prior to a Fixed Rate Conversion Date, the Remarketing Agent shall determine the Fixed Rate for the applicable 2000 Series A Bonds and shall provide such Fixed Rates in writing to the Authority and the Trustee prior to the close of business on the same day. As soon as practicable after the date of determination, the Trustee shall give notice of such Fixed Rates by first class mail to the applicable Holders (as of the Fixed Rate Conversion Date).

(e) Any Conversion to a Fixed Rate pursuant to this Section 304 shall be subject to the following conditions:

(i) If a proposed Conversion to a Fixed Rate fails to occur for any reason after the Trustee has given notice to the Bondholders pursuant to Section 304(c) hereof, the interest rate on the 2000 Series A Bonds to have been Converted shall be automatically Converted to a Weekly Rate as set forth in the last sentence of Section 301 hereof. The Trustee shall promptly notify such Holders of such failed Conversion and the effect thereof. If a proposed Conversion to a Fixed Rate fails to occur for any reason, but the Trustee has not given notice to the Holders of the 2000 Series A Bonds to have been Converted pursuant to Section 304(c) hereof, such 2000 Series A Bonds shall continue to bear interest at the last effective Variable Rate if the Conversion was to have been made from a Variable Rate Period, or at Flexible Rates if the Conversion was to have been made from Flexible Rate Periods.

(ii) The determination of one or more Fixed Rates pursuant to this Section shall be conclusive and binding upon the Authority, the Trustee and the Holders of the 2000 Series A Bonds.

(iii) In no event shall any Fixed Rate exceed the Maximum Rate.

(iv) Immediately prior to such Conversion there shall be on deposit in the Capital Reserve Fund an amount equal to the Capital Reserve Fund Requirement, taking into account the 2000 Series A Bonds then bearing interest or being Converted to bear interest at Fixed Rates.

(v) The Liquidity Facility shall terminate not earlier than the Fixed Rate Conversion Date or the Auction Rate Conversion Date.

(f) Conversions of 2000 Series A Bonds bearing interest at Auction Rates to a Fixed Rate Period shall be made in accordance with the provisions of Appendix A.

305. No Liability for Failure of Notice. The Authority, the Trustee and the Remarketing Agent shall not be liable to any Holders for failure to give any notice required by Section 302, 303 or 304 hereof or for failure of any Holders to receive any such notice.

306. Special Provisions Applicable to Initial Interest Rate. Notwithstanding any provision of this 2000 Series A Resolution to the contrary, the initial Interest Rate for the 2000 Series A Bonds shall be established and become effective on the Closing Date The initial Rate Period for 2000 Series A Bonds shall commence on the Closing Date.

307. Bank Bonds. Each Bank Bond shall bear interest for each day it is a Bank Bond on the principal amount thereof at the Bank Rate determined and payable in accordance with the Liquidity Facility or Reimbursement Agreement, as applicable, from the related purchase date of such Bank Bond until the principal amount of such Bank Bond is paid. Notwithstanding any other provision of this 2000 Series A Resolution, the interest on each Bank Bond shall be payable to the Liquidity Facility Provider by wire transfer in immediately available funds on each Interest Payment Date, on the date of any redemption or remarketing thereof and on the date that any Alternate Liquidity Facility becomes effective in accordance with Section 802 hereof. In no event shall the Bank Rate exceed the Maximum Rate. The principal amount of each Bank Bond shall be subject to mandatory redemption as provided in Section 504 hereof.

308. Auction Rate Bonds. Matters regarding Auction Rate Bonds are set forth in Appendix A.

309. No Partial Conversion of Rate Period While Credit Facility in Effect. Notwithstanding anything contained herein to the contrary, so long as a Credit Facility supports 2000 Series A Bonds, no partial conversion of the 2000 Series A Bonds to a different Rate Period is permitted and any election by the Authority to convert to a different Rate Period must apply to all outstanding 2000 Series A Bonds.

ARTICLE IV
TENDER AND PURCHASE OF BONDS

401. Optional Tenders During Variable Rate Periods.

(a) Purchase Dates. Subject to the provisions of Sections 407 and 409 hereof, the Holders of 2000 Series A Bonds bearing interest at Variable Rates may elect to have their 2000 Series A Bonds (or portions thereof in Authorized Denominations) purchased at a purchase price equal to 100% of the principal amount of such 2000 Series A Bonds (or portions), plus, if the applicable purchase date is other than an Interest Payment Date for such 2000 Series A Bonds, accrued interest, if any, on the following purchase dates and upon the giving of the following telecopy, telex or written notices meeting the further requirements of subsection (b) below:

(i) 2000 Series A Bonds (or portions) bearing interest at Daily Rates may be tendered for purchase at a price payable in immediately available funds on any Business Day prior to Conversion from a Daily Rate Period to a different Rate Period upon delivery of a written notice of tender to the Trustee and the Remarketing Agent not later than9:30 a.m. New York City time, on the purchase date;

(ii) 2000 Series A Bonds (or portions) bearing interest at Monthly Rates may be tendered for purchase at a price payable in immediately available funds on any Rate Determination Date for such 2000 Series A Bonds prior to Conversion from the Monthly Rate Period to a different Rate Period upon delivery of a written notice of tender to the Trustee and the Remarketing Agent not later than 5:00 p.m., New York City time, on a Business Day not fewer than seven (7) days prior to the Effective Date.

(iii) 2000 Series A Bonds (or portions) bearing interest at Quarterly Rates may be tendered for purchase on any Rate Determination Date for such 2000 Series A Bonds at a price payable in immediately available funds upon delivery of a written notice of tender to the Trustee and the Remarketing Agent not later than 5:00 p.m., New York City time, on a Business Day which is not fewer than thirteen (13) days prior to the applicable Effective Date.

(iv) 2000 Series A Bonds (or portions) bearing interest at a Semiannual Rate may be tendered for purchase on the Rate Determination Date for such 2000 Series A Bonds at a price payable in immediately available funds upon delivery of a written notice of tender to the Trustee and the Remarketing Agent not later than 5:00 p.m., New York City time, on a Business Day which is not fewer than fifteen (15) days prior to the applicable Effective Date.

(v) 2000 Series A Bonds (or portions) bearing interest at Weekly Rates may be tendered for purchase at a price payable in immediately available funds on any Business Day prior to Conversion from a Weekly Rate Period to a different Rate Period upon delivery of a written notice of tender to the Trustee and the Remarketing Agent not later than 5:00 p.m. New York City time, on any Business Day that is not fewer than seven (7) days prior to the purchase date.

(b) Notice of Optional Tender. Each notice of tender:

(i) shall be delivered to the Trustee at its corporate trust office in St. Paul, Minnesota or at such other office of the Trustee designated in a notice given by the Trustee to the Holders of the 2000 Series A Bonds and be in form satisfactory to the Trustee, and shall also be

delivered to the Remarketing Agent at 85 Broad Street, 24th Floor, New York, New York 10004, Attention: Municipal Money Markets;

(ii) shall state (A) the principal amount of the 2000 Series A Bond (or portion) and the certificate number of the 2000 Series A Bond to which the notice relates, (B) that the Holder irrevocably demands purchase of such 2000 Series A Bond or a specified portion thereof in an Authorized Denomination, (C) that if a portion of a 2000 Series A Bond is to be purchased, the remaining portion of the 2000 Series A Bond after such purchase will be in an Authorized Denomination, (D) the date on which such 2000 Series A Bond or portion is to be purchased, and (E) payment instructions with respect to the purchase price; and

(iii) shall automatically constitute (A) an irrevocable offer to sell the 2000 Series A Bond (or portion thereof) to which the notice relates on the purchase date at a price equal to the principal amount of such 2000 Series A Bond (or portion thereof) plus, if the applicable purchase date is other than an Interest Payment Date for such 2000 Series A Bonds, any interest thereon accrued and unpaid as of the purchase date, (B) an irrevocable authorization and instruction to the Trustee to effect transfer of such 2000 Series A Bond (or portion thereof) upon payment of such price to the Trustee on the purchase date, (C) an irrevocable authorization and instruction to the Trustee to effect the exchange of the 2000 Series A Bond to be purchased in whole or in part for other 2000 Series A Bonds in an equal aggregate principal amount so as to facilitate the sale of such 2000 Series A Bond (or portion thereof to be purchased), (D) an agreement to deliver such 2000 Series A Bond to the Trustee at or before the time required by Section 401(e) (vi) hereof, and (E) an acknowledgment that such Holder will have no further rights with respect to such 2000 Series A Bond (or portion thereof) upon payment of the purchase price thereof to the Trustee on the purchase date, except for the right of such Holder to receive such purchase price upon surrender of such 2000 Series A Bond to the Trustee and that after the purchase date such Holder will hold any undelivered 2000 Series A Bond as custodian for the Trustee. The determination of the Trustee as to whether a notice of tender has been properly delivered pursuant to the foregoing shall be conclusive and binding upon the Holder.

(c) 2000 Series A Bonds to be Remarketed. Not later than 11:00 a.m., New York City time, on the date of receipt of any notice of tender in the case of 2000 Series A Bonds bearing interest at a Daily Rate and in all other cases on the second Business Day immediately following the date of receipt of any notice of tender, the Trustee shall notify, by telephone promptly confirmed in writing, in the case of a Daily Rate, and in writing in all other cases, the Authority, the Remarketing Agent and the Liquidity Facility Provider of the principal amount of 2000 Series A Bonds (or portions thereof) to be purchased and the date of purchase.

(d) Remarketing of Tendered Variable Rate Bonds. Subject to and in accordance with the provisions of the Remarketing Agreement, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all 2000 Series A Bonds or portions thereof for which notice of tender has been received by the Trustee and the Remarketing Agent pursuant to Section 401(b)(i) above. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price for tendered 2000 Series A Bonds by the Remarketing Agent to the Trustee (in exchange for new registered 2000 Series A Bonds) (i) in immediately available funds at or before 12:00 p.m., New York City time (or confirmations of the transfer of such funds at or before 12:00

p.m., New York City time) on the purchase date, in the case of 2000 Series A Bonds bearing interest at Daily Rates, (ii) in immediately available funds at or before 11:00 a.m., New York City time (or confirmation of the transfer of such funds at or before 11:00 a.m., New York City time), on the purchase date, in the case of 2000 Series A Bonds bearing interest at Weekly, Monthly or Quarterly Rates, and (iii) in immediately available funds at or before 11:00 a.m., New York City time, on the purchase date, in the case of 2000 Series A Bonds bearing interest at Semiannual Rates. If moneys representing the proceeds of the remarketing of tendered 2000 Series A Bonds are not paid by the Remarketing Agent to the Trustee by the times specified in the immediately preceding sentence, the Trustee shall use its best efforts to promptly notify the Liquidity Facility Provider by telephone (promptly confirmed in writing). Notwithstanding the foregoing, the Remarketing Agent shall not sell any 2000 Series A Bond as to which a notice of Conversion (A) from one type of Variable Rate Period to another, (B) to Flexible Rate Periods, (C) to Auction Rate Periods, or (D) to a Fixed Rate Period has been given by the Trustee, unless the Remarketing Agent has advised the person to whom the sale is made of the proposed Conversion.

(e) Purchase and Delivery of Tendered 2000 Series A Bonds.

(i) Notice The Remarketing Agent shall give notice by telephone (promptly confirmed in writing), telegram, telecopy, telex, or other similar communication to the Trustee of the principal amount of tendered 2000 Series A Bonds which were remarketed. Such notice shall be given at the following time: (i) at or before 11:30 a.m. New York City time, on the purchase date in the case of tendered 2000 Series A Bonds bearing interest at Daily Rates; (ii) at or before 3:00 p.m., New York City time, (or two Business Days prior to the date fixed for purchase in the event tendered 2000 Series A Bonds bear interest at Semiannual Rates) and (iii) for 2000 Series A Bonds bearing interest at Weekly, Monthly and Quarterly Rates at or before 3:00 p.m., New York City time, on the Business Day immediately preceding the date fixed for purchase. Promptly upon receipt of any notice described in the immediately preceding sentence, the Trustee shall use its best efforts to notify the Liquidity Facility Provider by telephone (promptly confirmed in writing) of the principal amount of tendered 2000 Series A Bonds which it has been advised by the Remarketing Agent were not remarketed. Except with respect to 2000 Series A Bonds bearing interest at Daily Rates, at or before 3:00 p.m., New York City time, on the Business Day prior to the purchase date (or two Business Days prior to the date fixed for purchase in the event tendered 2000 Series A Bonds bear interest at Semiannual Rates) to the extent known to the Remarketing Agent, but in any event no later than 11:45 a.m., New York City time, on the date fixed for purchase, the Remarketing Agent shall give notice to the Trustee by telephone (promptly confirmed in writing) of the names, addresses and taxpayer identification numbers of the purchasers, the denominations of 2000 Series A Bonds to be delivered to each purchaser and, if available, payment instructions for regularly scheduled interest payments, or of any changes in any such information previously communicated.

(ii) Sources of Payments. The Remarketing Agent shall cause to be paid to the Trustee on the date fixed for purchase of tendered 2000 Series A Bonds, all amounts representing proceeds of the remarketing of such 2000 Series A Bonds, such payments to be made in the manner and at the time specified in subsection 401(d) above. If such amounts are not sufficient to pay the purchase price of tendered 2000 Series A Bonds, the Trustee shall thereupon draw upon the Liquidity Facility in an amount and in sufficient time to deliver or cause to be delivered (A)

immediately available funds in an amount equal to such deficiency prior to 3:00 p.m., New York time, on the date set for purchase of tendered 2000 Series A Bonds bearing interest at Daily Rates, and (B) immediately available funds in an amount equal to such deficiency prior to 3:00 p.m. New York City time, on the date set for purchase of tendered 2000 Series A Bonds bearing interest at Weekly, Monthly, Quarterly, or Semiannual Rates. If the proceeds of a draw on the Liquidity Facility are not available, such deficiency shall be funded by moneys furnished by the Authority to the Trustee. All moneys received by the Trustee and described in (A), (B) and (C) of subparagraph (iii) below shall be deposited by the Trustee in the Purchase Fund to be used solely for the payment of the purchase price of tendered 2000 Series A Bonds and shall not be deposited in the General Receipts Fund or commingled with other funds held by the Trustee, and each category of such moneys shall be deposited in a separate and segregated account within the Purchase Fund not commingled one with another.

(iii) Payments by the Trustee. At or before 3:30 p.m., New York City time, on the date set for purchase of tendered 2000 Series A Bonds and upon receipt by the Trustee of 100% of the aggregate purchase price of the tendered 2000 Series A Bonds, the Trustee shall pay the purchase price of such 2000 Series A Bonds to the Holders thereof who have tendered their 2000 Series A Bonds for payment. Such payments shall be made in immediately available funds. The Trustee shall apply in order of priority (A) moneys paid to it by the Remarketing Agent as proceeds of the remarketing of such 2000 Series A Bonds by the Remarketing Agent, (B) moneys representing proceeds of a drawing by the Trustee under the Liquidity Facility to pay the purchase price of tendered 2000 Series A Bonds, and (C) other moneys furnished by the Authority. If sufficient funds are not available for the purchase of all tendered 2000 Series A Bonds, no purchases shall be consummated, all as further set forth in Section 405 hereof. Any funds remaining in the Purchase Fund after giving effect to this Section 401(e)(iii) shall be applied as provided in Section 602(b).

(iv) Registration and Delivery of Tendered or Purchased 2000 Series A Bonds. On the date of purchase, the Trustee shall register and deliver or cancel all 2000 Series A Bonds purchased on any purchase date as follows: (A) 2000 Series A Bonds purchased or remarketed by the Remarketing Agent shall be registered and made available to the Remarketing Agent in accordance with the instructions of the Remarketing Agent; (B) 2000 Series A Bonds purchased with moneys representing proceeds of a drawing by the Trustee under the Liquidity Facility shall be registered in the name of the Liquidity Facility Provider and held by the Trustee for the account of the Liquidity Facility Provider or at the direction of the Liquidity Facility Provider, delivered to the Liquidity Facility Provider; provided, however, such 2000 Series A Bonds need not be delivered to the Trustee and registered in the name of the Liquidity Facility Provider if (1) DTC or its nominee, Cede & Co., is the registered owner of all the 2000 Series A Bonds and (2) the Liquidity Facility Provider's or the Liquidity Facility Provider's nominee's beneficial ownership of such 2000 Series A Bonds is appropriately recorded by DTC on its books; and (C) 2000 Series A Bonds purchased with moneys furnished to the Trustee by the Authority, shall, at the direction of the Authority, either be cancelled or delivered to the Authority. Any Liquidity Facility Bonds held by or for the account of the Authority are not entitled to the benefit of a Liquidity Facility.

(v) Resale of 2000 Series A Bonds Purchased by Draws on the Liquidity Facility. Subject to and in accordance with the provisions of the Remarketing Agreement, unless

otherwise directed by the Liquidity Facility Provider in accordance with the Liquidity Facility, the Remarketing Agent shall use its best efforts to find purchasers for Bank Bonds purchased with funds drawn under the Liquidity Facility. If any Bank Bonds are subsequently remarketed, the Trustee shall register such 2000 Series A Bonds in such names and deliver them to such new Holders as shall have been specified to the Trustee by the Remarketing Agent or the Liquidity Facility Provider; provided, that no Bank Bonds will be delivered to the purchaser thereof until the Liquidity Facility Provider has notified the Trustee in writing that the amount available under the Liquidity Facility has been reinstated in an amount equal to the unreimbursed amount of the drawing on the Liquidity Facility, the proceeds of which were used to purchase such Bank Bonds. The proceeds received by the Trustee from the remarketing of Bank Bonds shall be paid by the Trustee to the Liquidity Facility Provider. The Trustee is authorized to release Bank Bonds when it has received (A) remarketing proceeds in an amount equal to the unreimbursed amount of the drawing on the Liquidity Facility, plus any accrued interest thereon at the Bank Rate, the proceeds of which were used to purchase such Bank Bonds, and (B) written notification from the Liquidity Facility Provider that the Liquidity Facility has been reinstated in an amount equal to the amount of the drawing on the Liquidity Facility, the proceeds of which were used to purchase such Bank Bonds.

(vi) Delivery of 2000 Series A Bonds; Effect of Failure to Surrender 2000 Series A Bonds. All 2000 Series A Bonds to be purchased on any date shall be required to be delivered to the corporate trust office of the Trustee in St. Paul, Minnesota or at such other office of the Trustee designated in a written notice given by the Trustee to the Holders of the 2000 Series A Bonds at or before (A) 12:00 noon, New York City time, on the purchase date in the case of 2000 Series A Bonds bearing interest at Daily, Weekly, Monthly or Quarterly Rates; or (B) 5:00 p.m., New York City time, on the second (2nd) Business Day prior to the purchase date in the case of 2000 Series A Bonds bearing interest at Semiannual Rates, except for 2000 Series A Bonds delivered by or on behalf of an Investment Company in accordance with Section 406 hereof which may be delivered by 1:00 p.m., New York City time, on the purchase date. If the Holder of any 2000 Series A Bond (or portion thereof) that is subject to purchase pursuant to this Section fails to deliver such 2000 Series A Bond to the Trustee for purchase on the purchase date, and if the Trustee is in receipt of the purchase price therefor, such 2000 Series A Bond (or portion thereof) shall nevertheless be deemed purchased on the day fixed for purchase thereof and ownership of such 2000 Series A Bond (or portion thereof) shall be transferred to the purchaser thereof as provided in subsection (e)(iv) above. Any Holder who fails to deliver such 2000 Series A Bond for purchase shall have no further rights thereunder except the right to receive the purchase price thereof upon presentation and surrender of said 2000 Series A Bond to the Trustee.

402. Tender During Flexible Rate Periods.

(a) Purchase Dates. Each 2000 Series A Bond bearing interest at a Flexible Rate shall be subject to mandatory tender for purchase on the last day of each Flexible Rate Period applicable to such 2000 Series A Bond at a purchase price equal to 100% of the principal amount thereof. Payment shall be made upon presentation of such 2000 Series A Bond by the Holder to the Trustee at or before 12:00 noon, New York City time, on the last day of the Flexible Rate Period in exchange for payment of the purchase price equal to 100% of the principal thereof and payment of accrued interest, both in immediately available funds by 2:00 p.m. of the same Business Day.

Each subsequent Flexible Rate Period and mandatory tender date for a 2000 Series A Bond shall be established on the date of purchase of such 2000 Series A Bond as hereinafter provided. The Holder of any 2000 Series A Bond bearing interest at a Flexible Rate and tendered for purchase as provided in this Section 402(a) shall provide the Trustee with payment instructions for the purchase price of its 2000 Series A Bond and accrued interest upon tender thereof to the Trustee. During the Flexible Rate Period, the 2000 Series A Bonds are not subject to tender at the option of the Holder.

(b) Remarketing of Tendered Flexible Rate Bonds. Subject to and in accordance with the provisions of the Remarketing Agreement, not later than 11:30 a.m., New York City time, on each purchase date, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all 2000 Series A Bonds bearing interest at Flexible Rates required to be purchased on such date. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price of tendered 2000 Series A Bonds by the Remarketing Agent to the Trustee in immediately available funds at or before 12:00 p.m., New York City time, on the purchase date. In remarketing the 2000 Series A Bonds, the Remarketing Agent shall offer and accept purchase commitments for the 2000 Series A Bonds for such Flexible Rate Periods and at such Flexible Rates as it deems to be advisable in order to minimize the net interest cost on the 2000 Series A Bonds taking into account prevailing market conditions; provided, however, that the foregoing shall not prohibit the Remarketing Agent from accepting purchase commitments for longer Flexible Rate Periods (and at higher Flexible Rates) than are otherwise available at the time of any remarketing if the Remarketing Agent determines that, taking into account prevailing market conditions, a lower net interest cost on the 2000 Series A Bonds can be achieved over the longer Flexible Rate Period. Notwithstanding the foregoing, a Flexible Rate Period may be established for any period up to 270 days, provided that, if the Remarketing Agent has given or received notice of any Conversion to a Variable, Auction or Fixed Rate Period, no Flexible Rate Period shall expire later than the Conversion Date, and if the Liquidity Facility is in effect, no Flexible Rate Period shall expire later than the third (3rd) Business Day prior to the expiration date of the Liquidity Facility unless the Liquidity Facility is being replaced by an Alternate Liquidity Facility under circumstances not requiring a mandatory tender for purchase pursuant to Section 404 hereof. The terms of any sale by the Remarketing Agent shall provide for the authorization of the payment of the purchase price by the Remarketing Agent to the Trustee in immediately available funds in exchange for 2000 Series A Bonds registered in the name of the new Holder delivered by the Trustee to the Remarketing Agent at or before 1:30 p.m., New York City time, on the purchase date, either by making such 2000 Series A Bonds available to be picked up by the Remarketing Agent at the Trustee's window or by delivery to the Remarketing Agent at an address furnished to the Trustee by the Remarketing Agent, at the option of the Remarketing Agent. Such payment by the Remarketing Agent pursuant to authorization shall be made no later than 2:00 p.m., New York City time, on such date.

(c) Purchase and Delivery of Tendered Flexible Rate Bonds. The provisions of Section 401(e) shall apply to tenders pursuant to this Section 402, provided that for the purpose of so applying such provisions:

(i) the notices required pursuant to Section 401(e)(i) shall be given on the date of purchase at or before (A) 11:30 a.m., New York City time, in the case of the notice from the

Remarketing Agent as to the principal amount of 2000 Series A Bonds remarketed for which they will transfer funds to the Trustee, provided that such notice shall be given only in the event that the Remarketing Agent has failed to remarket 2000 Series A Bonds and shall specify the principal amount of 2000 Series A Bonds which the Remarketing Agent has failed to remarket (and in the absence of such notice the Trustee may conclusively assume that the Remarketing Agent has remarketed all 2000 Series A Bonds to be purchased on such date and will transfer such remarketing proceeds to the Trustee) and the Trustee shall use its best efforts to promptly notify the Liquidity Facility Provider by telephone (promptly confirmed in writing) of the principal amount of Bonds which it has been advised the Remarketing Agent has failed to remarket, and (B) 12:00 p.m., New York City time, in the case of the notice from the Remarketing Agent providing information concerning the purchasers of the 2000 Series A Bonds;

(ii) the manner and time of payment of remarketing proceeds shall be as specified in subsection 402(b) above;

(iii) all payments to tendering Holders shall be paid in immediately available funds at or before 2:00 p.m. New York City time, on the purchase date (but only upon presentation of such 2000 Series A Bond or Bonds);

(iv) the deliveries of 2000 Series A Bonds under Section 402(a) shall be required to be made at or before 12:00 noon, New York City time, on each purchase date; and

(v) if the Holder of any 2000 Series A Bond bearing interest at a Flexible Rate fails to deliver such 2000 Series A Bond to the Trustee for purchase on the last day of the Flexible Rate Period, and if the Trustee is in receipt of the purchase price therefor, such 2000 Series A Bond shall nevertheless be deemed purchased on the day fixed for purchase thereof and ownership of such 2000 Series A Bond shall be transferred to the purchaser thereof as provided herein, and such former Holder shall have no further rights thereunder except the right to receive the purchase price thereof and accrued interest thereon to the last day of such Flexible Rate Period upon presentation and surrender of said 2000 Series A Bond to the Trustee.

403. Mandatory Tender Upon Variable or Flexible Rate Conversion.

(a) Conversions to Variable Rate Periods. On any Variable Rate Conversion Date pursuant to Section 302(h) or 302(i) hereof, 2000 Series A Bonds to be Converted from Flexible Rate Periods to a Variable Rate Period or from any Variable Rate Period to a different type of Variable Rate Period (other than 2000 Series A Bonds to be Converted to a Weekly Rate pursuant to Section 301 or 302(a)(ii) hereof) are subject to mandatory tender for purchase on the Conversion Date at a purchase price equal to the principal amount thereof plus, if the applicable purchase date is other than an Interest Payment Date for such 2000 Series A Bonds, any accrued interest thereon to the purchase date.

(b) Conversion to Flexible Rate Periods from Variable Rate Periods. On any Flexible Rate Conversion Date pursuant to Section 303(b) hereof, the 2000 Series A Bonds are subject to mandatory tender for purchase on the applicable Conversion Date at a purchase price equal to the

principal amount thereof plus, if the applicable purchase date is other than an Interest Payment Date for such 2000 Series A Bonds, any accrued interest thereon to the purchase date.

(c) Notice to Holders. Any notice of a Conversion Date given to Holders pursuant to Section 302(h)(v), 302(i)(ii) or 303(b)(iv) hereof shall, in addition to the requirements of such Section, state (i) whether the 2000 Series A Bonds to be Converted will be subject to mandatory tender for purchase on the Conversion Date, (ii) if the 2000 Series A Bonds are subject to such mandatory tender, the time at which 2000 Series A Bonds are to be tendered for purchase and the requirements of such tender, and (iii) if the 2000 Series A Bonds are subject to such mandatory tender, the purchase price for the 2000 Series A Bonds.

(d) Remarketing. Subject to and in accordance with the provisions of the Remarketing Agreement, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for such 2000 Series A Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price of tendered 2000 Series A Bonds by the Remarketing Agent to the Trustee in immediately available funds, at or before 1:00 p.m., New York City time, on the Conversion Date.

(e) Purchase and Delivery of Tendered 2000 Series A Bonds. The provisions of Section 401(e) hereof shall apply to tenders pursuant to this Section 403 with respect to 2000 Series A Bonds bearing interest at Variable Rates; provided, however, that for the purpose of applying such provisions:

(i) the notices required pursuant to Section 401(e)(i) shall be given as therein described;

(ii) the manner and time of payment of remarketing proceeds referred to in Section 401(e) (ii) shall be as specified in subsection (d) above;

(iii) all payments to tendering Holders referred to in Section 401(e) (iii) shall be made in immediately available funds; and

(iv) the deliveries of 2000 Series A Bonds under Section 401(e) (vi) shall be required to be made at or before 12:00 noon, New York City time, on the Conversion Date (or 5:00 p.m., New York City time, on the second (2nd) Business Day prior to the Conversion Date in the case of 2000 Series A Bonds bearing interest at Semiannual Rates).

The provisions of Section 402(c) hereof shall apply to tenders pursuant to this Section 403 with respect to 2000 Series A Bonds bearing interest at Flexible Rates.

404. Mandatory Tender Upon Termination, Cancellation, Replacement or Expiration of Liquidity Facility or Credit Facility, Mandatory Credit/Liquidity Tender or Mandatory Tender Upon Fixed Rate Conversion and Auction Rate Conversion.

(a) Mandatory Tender for Purchase upon Termination, Cancellation, Replacement or Expiration of Liquidity Facility or Credit Facility; Mandatory Credit/Liquidity Tender. If at any time 2000 Series A Bonds shall cease to be subject to purchase pursuant to the Liquidity Facility or

the Credit Facility then in effect as a result of (i) the termination, cancellation, replacement or expiration of the term, as extended, of that Liquidity Facility or Credit Facility, including but not limited to termination at the option of the Authority in accordance with the terms of such Liquidity Facility or Credit Facility, or (ii) the occurrence of a Mandatory Credit/Liquidity Tender, then the 2000 Series A Bonds shall be purchased or deemed purchased at a purchase price equal to the principal amount thereof plus, if the applicable Purchase Date is other than an Interest Payment Date for such 2000 Series A Bonds, any accrued interest thereon to the Purchase Date. Any purchase of the Bonds pursuant to this Section 404(a) shall occur: (1) on the fifth Business Day preceding any such expiration or termination of such Liquidity Facility or Credit Facility without replacement by an Alternate Liquidity Facility or an Alternate Credit Facility or as a result of a Mandatory Credit/Liquidity Tender, and (2) on the proposed date of the replacement of a Liquidity Facility or a Credit Facility with an Alternate Liquidity Facility or Alternate Credit Facility, respectively, is to become effective. In the case of any replacement of an existing Liquidity Facility or Credit Facility, the existing Liquidity Facility or Credit Facility will be drawn upon to pay the purchase price, if necessary, rather than the Alternate Liquidity Facility or the Alternate Credit Facility. No mandatory tender pursuant to this Section 404(a) will be effected upon the replacement of a Liquidity Facility or a Credit Facility in the case where the Liquidity Facility Provider or the Credit Provider is failing to honor conforming draws. The assignment of any Liquidity Facility to a Liquidity Facility Provider which relieves the prior Liquidity Facility Provider of its obligation to purchase Bonds shall be considered a replacement for the purposes of this Section 404(a).

(b) Mandatory Tender on Fixed Rate Conversion Date or Auction Rate Conversion Date. Any Variable Rate Bonds or Flexible Rate Bonds to be Converted to bear interest at the Fixed Rate or the Auction Rate pursuant to Section 303 or 304 hereof, as applicable, shall be subject to mandatory tender for purchase on the Fixed Rate Conversion Date or Auction Rate Conversion Date at a purchase price equal to the principal amount thereof plus any accrued interest thereon to the purchase date.

(c) [Reserved].

(d) Notice to Holders. Any notice of Conversion given to the Holders pursuant to Sections 303(b)(iii) or 305(a)(ii) hereof shall, in addition to the requirements of such Section, state that the 2000 Series A Bonds are subject to mandatory tender for purchase on the Fixed Rate Conversion Date or Auction Rate Conversion Date,, specify the purchase price to be paid therefor upon such mandatory tender, and state that if such 2000 Series A Bonds are Liquidity Facility Bonds, the Liquidity Facility shall terminate on the fifth (5th) Business Day following the Fixed Rate Conversion Date or Auction Rate Conversion Date, with respect to the 2000 Series A Bonds being Converted. Promptly upon the receipt of notice of a proposed Mandatory Credit/Liquidity Tender from the Liquidity Facility Provider, but in no event more than three (3) Business Days after receipt, the Trustee shall give notice to the Credit Provider and the Holders of all Liquidity Facility Bonds of the proposed Mandatory Credit/Liquidity Tender. Additionally, the Trustee shall give notice by first class mail to the Holders of such Liquidity Facility Bonds of the termination, cancellation, replacement or expiration of a Liquidity Facility or a Credit Facility at least fifteen (15) days prior to such termination, cancellation, replacement or expiration, stating as follows: (i) the effective date of such termination, cancellation, replacement or expiration and (ii) that the 2000

Series A Bonds are subject to mandatory tender pursuant to Section 404(a) and the date for such mandatory tender. Any notice with respect to the delivery of an Alternate Liquidity Facility given to the Holders pursuant to Section 802 hereof, shall in addition to the requirements of such Section, state that the 2000 Series A Bonds bearing interest at a Variable Rate or Flexible Rate are subject to mandatory tender for purchase on the Business Day upon which an Alternate Liquidity Facility is to be substituted for the Liquidity Facility then in effect.

(e) Remarketing. Subject to and in accordance with the provisions of the Remarketing Agreement, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for the 2000 Series A Bonds. With respect to 2000 Series A Bonds tendered for purchase on the Fixed Rate Conversion Date or Auction Rate Conversion Date, in no event shall the Remarketing Agent sell any such 2000 Series A Bond to any person unless the Remarketing Agent has advised such Person of the fact that, after the Fixed Rate Conversion Date or Auction Rate Conversion Date, the 2000 Series A Bonds will no longer be subject to tender at the option of the Holder. With respect to 2000 Series A Bonds tendered for purchase on the mandatory tender date established pursuant to Section 404(a) hereof, in no event shall the Remarketing Agent sell any such 2000 Series A Bond to any person unless the Remarketing Agent has advised such person of the change in the Liquidity Facility available for the 2000 Series A Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price to the Trustee of the tendered 2000 Series A Bonds in immediately available funds, at or before 1:00 p.m., New York City time, on the mandatory tender date.

(f) Purchase and Delivery of Tendered 2000 Series A Bonds. The provisions of Section 401(e) shall apply to mandatory tenders pursuant to this Section 404; provided, however, that for the purpose of so applying such provisions:

(i) the notices required pursuant to Section 401(e)(i) shall be given as therein described;

(ii) the manner and time of payment of remarketing proceeds referred to in Section 401(e) (ii) shall be as specified in subsection 404(e) above; and

(iii) the deliveries of 2000 Series A Bonds under Section 401(e)(vi) shall be required to be made at or before 12:00 noon, New York City time, on the Conversion Date or the mandatory tender date established under Section 404(a) hereof, as the case may be.

The provisions of Section 402(c) shall apply to tenders pursuant to this Section 404 with respect to 2000 Series A Bonds bearing interest at Flexible Rates.

405. Inadequate Funds for Tenders. If the funds available for purchases of 2000 Series A Bonds pursuant to this Article IV are inadequate for the purchase of all 2000 Series A Bonds tendered on any purchase date, the Trustee shall: (a) return all tendered 2000 Series A Bonds to the Holders thereof; (b) return all moneys received for the purchase of such 2000 Series A Bonds to the persons providing such moneys; and (c) in the case of any optional tender pursuant to Section 401, take such action as may be necessary to arrange for the purchase and delivery of such tendered 2000 Series A Bonds on each succeeding Business Day until the Business Day on which

funds available for purchase of 2000 Series A Bonds are adequate for the purchase of all 2000 Series A Bonds tendered on the applicable purchase date in accordance with the terms and conditions of this Article IV (in reliance on earlier delivered notices, directions and confirmations). Any subsequent Business Day on which tendered 2000 Series A Bonds are purchased and delivered in accordance with (c) above shall be a purchase date for purposes of this Article IV. Any 2000 Series A Bonds returned to the Holders, as provided above, shall bear interest at a rate equal to the Weekly Rate until purchased and delivered in accordance with (c) above.

406. Tenders by Investment Companies. The Holder of any 2000 Series A Bond issued hereunder may, at its option, notify the Trustee in writing that it is an Investment Company, or is holding 2000 Series A Bonds on behalf of an Investment Company, and in such notice irrevocably elect to offer on the purchase date to have its 2000 Series A Bonds purchased on the next date on which such 2000 Series A Bonds may be purchased pursuant to Section 401 hereof. Any such notice shall contain the information required under Section 401(b) hereof. Any notice delivered by an Investment Company with respect to its 2000 Series A Bonds shall be irrevocable with the same effect described in Section 401(b) (iii).

407. Tenders Subject to Authorized Denominations. Any other provision of this 2000 Series A Resolution to the contrary notwithstanding, no tender of any 2000 Series A Bond (or portion thereof) for purchase hereunder may result in a 2000 Series A Bond being outstanding in other than an Authorized Denomination after the date to which such tender pertains.

408. Moneys for Purchase Prices of 2000 Series A Bonds Held Solely for Such Purchase Price. Any other provision of this 2000 Series A Resolution to the contrary notwithstanding, all moneys received by the Trustee to be used to pay the purchase price of 2000 Series A Bonds tendered or deemed tendered under this Article IV shall be deposited by the Trustee in the Purchase Fund to be used solely for the payment of the purchase price of tendered 2000 Series A Bonds and shall not be invested or commingled with other funds held by the Trustee and shall not be deposited in the General Receipts Fund.

409. No Optional Tenders on Mandatory Tender Dates. Any other provision of this 2000 Series A Resolution to the contrary notwithstanding, 2000 Series A Bonds which are subject to mandatory tender for purchase pursuant to Section 403 or 404 hereof shall not be subject to optional tender for purchase pursuant to Section 401 hereof.

410. Remarketing of Tendered 2000 Series A Bonds At Par. Any other provision of this 2000 Series A Resolution to the contrary notwithstanding, all 2000 Series A Bonds tendered for purchase pursuant to Section 401, 402, 403 or 404 hereof may only be offered and sold by the Remarketing Agent at a price equal to the principal amount thereof plus accrued interest, if any, thereon.

411. Selection by Lot. Except as otherwise provided in Section 302(d) or (e), 303, 305 or 505 hereof, if less than all of the 2000 Series A Bonds of any one maturity are to be purchased or Converted pursuant to this 2000 Series A Resolution, the particular 2000 Series A Bonds to be tendered for purchase or Converted shall be selected by the Trustee by such method as the Trustee deems fair and appropriate for such partial tender or Conversion, including but not limited to the

following method. The Trustee may assign to each 2000 Series A Bond Outstanding of the maturity to be purchased or Converted a distinctive number for each unit of the principal amount of such 2000 Series A Bond equal to the applicable Authorized Denomination of the 2000 Series A Bonds and shall select, using such method of selection as the Trustee shall deem fair and appropriate in its discretion, from the numbers of all such 2000 Series A Bonds then Outstanding as many numbers as, at the unit amount equal to the 2000 Series A Bonds for each number, shall equal the principal amount of such 2000 Series A Bonds to be purchased or Converted. The 2000 Series A Bonds to be purchased or Converted shall be the 2000 Series A Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such 2000 Series A Bond shall be purchased or Converted as shall equal the Authorized Denomination unit for which each number had been assigned to it and so selected. Unless the Authority shall have given direction to the contrary, if at the time of selection of 2000 Series A Bonds for purchase or Conversion there is more than one Rate Period applicable to such 2000 Series A Bonds, such 2000 Series A Bonds shall be selected, using the foregoing procedures, on a reasonably proportionate basis from 2000 Series A Bonds in all then applicable Rate Periods. For the purposes of this Section 411, 2000 Series A Bonds which have theretofore been selected by lot for purchase or Conversion and 2000 Series A Bonds registered in the name of the Authority shall not be deemed Outstanding.

ARTICLE V
REDEMPTION OF 2000 SERIES A BONDS

501. Redemption Requirements. The 2000 Series A Bonds shall be subject to mandatory redemption (solely with Available Moneys if a Credit Facility is in effect) in part on April 1 and October 1 (provided, however, that if any 2000 Series A Bonds bear interest at an Auction Rate and such April 1 or October 1 is not an Interest Payment Date, such Bonds shall be subject to mandatory redemption on the Interest Payment Date immediately preceding such April 1 or October 1 and provided, further, that if any 2000 Series A Bonds bear interest at a Flexible Rate and such April 1 or October 1 is not an Interest Payment Date, such Bonds shall be subject to mandatory redemption on the Interest Payment Date immediately following such April 1 or October 1) at a Redemption Price equal to the principal amount thereof, plus accrued interest to the date of redemption, in such years and such amounts as shall be approved by an Authorized Representative, which approval shall be evidenced by the Redemption Requirements set forth in the Purchase Contract executed by the Authority (subject to reduction as provided in the General Resolution and to adjustments, if any, set forth, in the Purchase Contract). No notice of optional redemption shall be given by the Trustee for 2000 Series A Bonds unless at the time of the giving of such notice there are sufficient funds on deposit in the General Receipts Fund to pay the Redemption Price of such 2000 Series A Bonds. Such funds shall be held uninvested or invested only in Permitted Investments which are rated at least the then existing rating on the 2000 Series A Bonds and which mature at or prior to the applicable redemption date. Except as otherwise provided in the Purchase Contract, if 2000 Series A Bonds are in more than one Rate Period on the date that the 2000 Series A Bonds are subject to a Redemption Requirement, the Trustee shall select the 2000 Series A Bonds for such redemption on a pro rata basis for each Rate Period subject to appropriate adjustments for Authorized Denominations.

502. Optional Redemption. The 2000 Series A Bonds shall be subject to redemption (solely with Available Moneys if a Credit Facility is in effect) at the option of the Authority from any moneys available therefor in whole or in part, as follows:

(a) 2000 Series A Bonds which bear interest at Daily Rates or Weekly Rates may be called for redemption prior to maturity, at any time, in whole or in part, on the first Business Day of any month at a redemption price equal to the principal amount thereof, plus interest accrued and unpaid thereon to the redemption date.

(b) 2000 Series A Bonds which bear interest at Monthly Rates, Quarterly Rates, Semiannual Rates or Flexible Rates are subject to redemption by the Authority at any time, in whole or in part, on the last day of the applicable Rate Period at a redemption price equal to the principal amount thereof plus any accrued interest thereon to the redemption date .

(c) 2000 Series A Bonds Converted to bear interest at a Fixed Rate shall be subject to redemption prior to maturity at the option of the Authority on any date following the tenth anniversary of the Conversion Date relating to such 2000 Series A Bonds at the redemption prices set forth below for each period (expressed as a percentage of the principal amount of such 2000 Series A Bonds to be redeemed), plus accrued interest to the redemption date, in whole or in part, from any source of funds available to the Authority:

Period	Redemption Price
Tenth Anniversary of Fixed Rate Conversion Date to, but not including, Eleventh Anniversary of Fixed Rate Conversion Date	101%
Eleventh Anniversary of Fixed Rate Conversion Date to, but not including, Twelfth Anniversary of Fixed Rate Conversion Date	100½%
Twelfth Anniversary of Fixed Rate Conversion Date and thereafter	100%

(d) 2000 Series A Bonds Converted to Auction Rate Bonds shall be subject to redemption prior to maturity at the option of the Authority on any Interest Payment Date at the principal amount thereof, plus accrued interest to the redemption date, in whole or in part, from any source of funds available to the Authority at a redemption price equal to the principal amount thereof, plus interest accrued and unpaid thereon to the redemption date.

No notice of any optional redemption shall be given by the Trustee for 2000 Series A Bonds bearing interest at a Variable Rate or a Flexible Rate unless at the time of the giving of such notice there are sufficient funds on deposit in the General Receipts Fund to pay the Redemption Price of such 2000 Series A Bonds.

The 2000 Series A Bonds to be redeemed pursuant to this section shall be selected from the outstanding 2000 Series A Bonds on such basis as shall be determined by the Authority, subject to Section 505 hereof.

503. Special Redemption. The 2000 Series A Bonds are redeemable (solely with Available Moneys if a Credit Facility is in effect), at the option of the Authority, at the principal amount thereof plus accrued interest to the redemption date at any time, in whole or in part, to the extent of Recovery Payments, Mortgage Prepayments, unexpended 2000 Series A Bond proceeds and moneys available therefor pursuant to Section 603(5) of the General Resolution. No notice of any special redemption shall be given by the Trustee for 2000 Series A Bonds unless at the time of the giving of such notice there are sufficient funds on deposit with the Trustee to pay the Redemption Price of such 2000 Series A Bonds. The 2000 Series A Bonds to be redeemed pursuant to this section shall be selected from the outstanding 2000 Series A Bonds on such basis as shall be determined by the Authority, subject to Section 505 hereof.

504. Mandatory Redemption of Bank Bonds. Bank Bonds shall be subject to mandatory redemption in such principal amounts and on such dates determined as provided in the Liquidity Facility. The Authority shall be obligated to pay such amounts on such dates notwithstanding its inability to deliver a Cash Flow Statement as required by Section 914 of the General Resolution; provided, however, that the payment of such amounts shall be from sources other than the Pledged Funds.

505. Selection of 2000 Series A Bonds for Redemption. Notwithstanding any provisions of this 2000 Series A Resolution to the contrary, the Bank Bonds shall always be subject to redemption and shall be selected first for any redemption by the Trustee.

ARTICLE VI
REQUIREMENTS IN FUNDS; ESTABLISHMENT AND USE OF PURCHASE FUND; CREDIT FACILITY

601. Deposit of 2000 Series A Bond Proceeds.

(a) The proceeds of the 2000 Series A Bonds shall be deposited into the Bond Proceeds Fund and shall be invested by the Trustee pursuant to written instructions (or oral instructions promptly confirmed in writing) from the Authority only in Permitted Investments.

(b) Promptly after deposit of the proceeds of sale of the 2000 Series A Bonds in the Bond Proceeds Fund, the Trustee shall transfer for deposit in the Capital Reserve Fund an amount from available funds which, when added to the amount then on deposit in or credited thereto, shall constitute an amount at least equal to the Capital Reserve Fund Requirement; provided, however, that the Authority may, in lieu of or in replacement of or in addition to the deposits to the Capital Reserve Fund, obtain and pledge to the Capital Reserve Fund a Letter of Credit, Security Arrangement and/or Surety Bond, which Letter of Credit shall be exclusively available to be drawn on and which Security Arrangement or Surety Bond shall unconditionally and irrevocably guarantee payment for the purposes of the Capital Reserve Fund. Any moneys so replaced by a Letter of

Credit, Security Arrangement or Surety Bond shall be withdrawn by the Trustee and paid to the Bond Proceeds Fund. The amount of moneys on deposit in the Capital Reserve Fund, or the amount of a Letter or Letters of Credit pledged to and exclusively available to be drawn on or a Security Arrangement or Arrangements or Surety Bond or Bonds pledged to unconditionally and irrevocably guarantee payment for the purposes of the Capital Reserve Fund which, when combined with any moneys on deposit therein, and any other Letters of Credit, Security Arrangements or Surety Bonds pledged thereto and exclusively available to be drawn on or which shall unconditionally and irrevocably guarantee payment for the purposes thereof, shall equal the Capital Reserve Fund Requirement.

If at any time the Trustee is required by Section 604(2) of the General Resolution to transfer moneys from the Capital Reserve Fund to the General Receipts Fund, the Trustee shall make up such a deficiency by the withdrawal of moneys for that purpose from the Capital Reserve Fund in the following order of priority: first, by the withdrawal of funds on deposit in the Capital Reserve Fund; second, if the funds on deposit in the Capital Reserve Fund are not sufficient to make up such deficiency, then by payment from Cash Equivalents pledged to the Capital Reserve Fund as provided below; and third, if that amount shall be insufficient, to the extent of the insufficiency by requisition from the Capital Reserve Capital Account. The Trustee shall draw upon each Cash Equivalent in the following order of priority: (1) upon each Cash Equivalent that only permits draws for the amount due with respect to particular Bonds, and (2) all other Cash Equivalents and deposit such proceeds in the General Receipts Fund; provided, however, that notwithstanding the foregoing, the maximum amount of any payment from any Cash Equivalent described in clause (2) of this sentence shall be the product of (x) the aggregate amount of the payment pursuant to such clause second above, less the amount drawn pursuant to clause (1) of this sentence, and (y) the fraction, the numerator of which is the remaining amount available to be drawn under the Cash Equivalent, and the denominator of which is the aggregate amount of the Cash Equivalents which do not represent (i) Cash Equivalents substituted for funds on deposit in the Capital Reserve Fund at the time the Cash Equivalent is issued, or (ii) Cash Equivalents described in clause (1) of this sentence.

For purposes of calculating the Capital Reserve Fund Requirement for the 2000 Series A Bonds the Authority shall reduce the amount of principal maturity of the 2000 Series A Bonds maturing on the last maturity date by an amount no greater than the lesser of (i) the moneys or securities in the Capital Reserve Fund as of the date of calculation or (ii) the principal amount to be paid on the last maturity date of the 2000 Series A Bonds.

(c) All moneys representing accrued interest on the 2000 Series A Bonds, if any, shall be deposited to the credit of the General Receipts Fund (to be applied to the payment of interest on the 2000 Series A Bonds on the first Interest Payment Date following the Closing Date).

(d) The Authority shall pay the Costs of Issuance of the 2000 Series A Bonds from its Operating Fund.

602. Purchase Fund. (a) There is hereby created and established for the 2000 Series A Bonds a Purchase Fund to be held by the Trustee. The Purchase Fund and the moneys on deposit therein shall not be deemed to be Pledged Funds for purposes of the General Resolution and shall

not be subject to the lien of the Trustee set forth in Section 804 of the General Resolution. Upon receipt of the proceeds of a remarketing or an advance under the Liquidity Facility to pay the purchase price of 2000 Series A Bonds, if such remarketing proceeds are insufficient for the payment of the purchase price, the Trustee shall deposit such money in the Purchase Fund for application to the purchase price of 2000 Series A Bonds upon receipt of such 2000 Series A Bonds.

(b) On or after any purchase date, any funds remaining in the Purchase Fund after payment in full of the purchase price on all optionally or mandatorily tendered 2000 Series A Bonds on such date shall be transferred to the Liquidity Facility Provider, but not in excess of the amount necessary to reimburse the Liquidity Facility Provider for the portion, if any, of the advance under the Liquidity Facility with respect to the purchase price of such 2000 Series A Bonds on such date, and any excess after all such payments have been made shall be paid to the Authority.

(c) Amounts held by the Trustee to pay the purchase price of 2000 Series A Bonds shall be held for the account of the previous Holder of the remarketed 2000 Series A Bonds, including the Liquidity Facility Provider if such 2000 Series A Bonds are Bank Bonds that are remarketed. Such amounts shall not be invested and shall not be commingled with other funds held by the Trustee.

603. Credit Facility; Credit Facility Fund. (a) The Trustee shall hold and maintain the Credit Facility (if any) for the benefit of the Holders until such Credit Facility expires or terminates in accordance with its terms. Subject to the provisions of this Resolution, the Trustee shall enforce all terms, covenants and conditions of each Credit Facility, including payment when due of any draws on such Credit Facility, and the provisions relating to the payment of draws on, and reinstatement of amounts that may be drawn under, such Credit Facility, and will not consent to, agree to or permit any amendment or modification of such Credit Facility which would materially adversely affect the rights or security of the Holders. If at any time during the term of a Credit Facility any successor Trustee shall be appointed and qualified under this Resolution, the resigning or removed Trustee shall request that the Credit Provider transfer such Credit Facility to the successor Trustee. If the resigning or removed Trustee fails to make this request, the successor Trustee shall do so before accepting appointment. When a Credit Facility expires or terminates in accordance with its terms or is replaced by an Alternate Credit Facility, the Trustee shall immediately cancel and surrender such Credit Facility to the Credit Provider. All provisions herein relating to the rights of the Credit Provider shall be of no force and effect if (i) there is no Credit Facility or Alternate Credit Facility in effect, (ii) all amounts owing to the Credit Provider under the Reimbursement Agreement have been paid in full, and (iii) if the Credit Provider and the Liquidity Facility Provider are the same entity, there are no Bank Bonds outstanding and all amounts owing to the Liquidity Facility Provider have been paid in full.

(b) While a Credit Facility is in effect with respect to any 2000 Series A Bonds, the Trustee shall, on the Business Day preceding each Interest Payment Date and Principal Payment Date, before 3:00 p.m., New York City time on such day, draw on the Credit Facility in accordance with the terms thereof so as to receive thereunder by 12:00 p.m. New York City on said Interest Payment Date and Principal Payment Date, an amount, in immediately available funds, equal to the amount of interest and principal payable on such 2000 Series A Bonds on such Interest Payment Date and Principal Payment Date. The proceeds of such draws shall be deposited in the Credit Facility Fund pursuant to Section 603(c) hereof and shall be applied to

pay principal of and interest on the 2000 Series A Bonds prior to the application of any other funds held by the Trustee therefor. If for any reason the Credit Provider dishonors or repudiates a drawing on the Credit Facility such that funds are not available under the Credit Facility for payment of principal or interest due on the 2000 Series A Bonds on any Interest Payment Date or Principal Payment Date, the Trustee shall immediately notify the Authority and withdraw moneys from the General Receipts Fund in accordance with Section 603(3) of the General Resolution as required to make all such payments of principal or interest then due on the 2000 Series A Bonds. Notwithstanding the foregoing, if the Credit Provider and the Liquidity Facility Provider are the same entity, the Trustee shall not draw on the Credit Facility with respect to any payments due or made in connection with Bank Bonds. In no event shall the Trustee draw on the Credit Facility with respect to any payments made in connection with Bonds not covered by the Credit Facility or 2000 Series A Bonds owned by, or on behalf of, the Authority.

(c) The Trustee shall deposit in the Credit Facility Fund all moneys derived from a drawing under a Credit Facility for the purpose of paying the principal of and interest on 2000 Series A Bonds subject to such Credit Facility when due. Moneys held in the Credit Facility Fund shall be held separate and apart from all other funds and accounts and shall not be commingled with any other moneys. Moneys held in the Credit Facility Fund shall remain uninvested. Moneys in the Credit Facility Fund shall be withdrawn by the Trustee from the Credit Facility Fund and applied to the payment of the principal of and interest on Bonds subject to such Credit Facility on each Principal Payment Date for such 2000 Series A Bonds (or other date upon which principal of such 2000 Series A Bonds is due) and Interest Payment Date for such 2000 Series A Bonds, *provided* that such moneys shall not be used to pay the principal of or interest on 2000 Series A Bonds not covered by the Credit Facility or 2000 Series A Bonds owned by, or on behalf of, the Authority.

ARTICLE VII
FORM, EXECUTION AND DELIVERY OF 2000 SERIES A BONDS

701. Form of 2000 Series A Bonds. Subject to the provisions of the General Resolution, the 2000 Series A Bonds and the Certificate of Authentication shall be of substantially the form and tenor as set forth in the attached EXHIBIT A (in the case of 2000 Series A Bonds bearing interest at a Variable Rate, Flexible Rate or Fixed Rate or EXHIBIT B (in the case of Auction Bonds) in each case with necessary or appropriate variations, omissions and insertions as are incidental to their numbers, denominations, maturities, interest rate or rates, redemption provisions and other details thereof (including, without limitation, the provisions relating to mandatory tender for purchase thereof and the Auction Procedures).

702. Execution and Delivery of 2000 Series A Bonds.

(a) The 2000 Series A Bonds shall be (i) executed in the name of the Authority by the manual or facsimile signatures of the Chairperson and either the Executive Director or the Director of Finance of the Authority, or any person duly appointed and acting in either such capacity, and the

corporate seal of the Authority (or facsimile thereof) shall be impressed thereon and (ii) authenticated by the manual signature of an authorized signer of the Trustee.

(b) The 2000 Series A Bonds shall be caused to be delivered by an Authorized Representative to the Purchasers upon payment of the purchase price plus accrued interest, if any, on the 2000 Series A Bonds from the date thereof to the date of delivery in immediately available federal funds to the Authority at the time or times and place or places of delivery.

(c) Initially, one fully-registered 2000 Series A Bond (each a "global 2000 Series A Bond") for each maturity of the 2000 Series A Bonds, in the aggregate principal amount of such maturity, shall be issued in the name of Cede & Co., as nominee of DTC.

703. Global Form; Securities Depository.

(a) Except as otherwise provided in this Section, the 2000 Series A Bonds shall be in the form of global 2000 Series A Bonds, shall be registered in the name of the Securities Depository or its nominee and ownership thereof shall be maintained in book entry form by the Securities Depository for the account of the Agent Members thereof. Except as provided in subsection (c) of this Section, 2000 Series A Bonds may be transferred, in whole but not in part, only to the Securities Depository or a nominee of the Securities Depository, or to a successor Securities Depository selected by the Authority, or to a nominee of such successor Securities Depository.

(b) The Authority and the Trustee shall have no responsibility or obligation with respect to:

(1) the accuracy of the records of the Securities Depository or any Agent Member with respect to any beneficial ownership interest in the 2000 Series A Bonds;

(2) the delivery to any Agent Member, beneficial owner of the 2000 Series A Bonds or other Person, other than the Securities Depository, of any notice with respect to the 2000 Series A Bonds;

(3) the payment to any Agent Member, beneficial owner of the Bonds or other Person, other than the Securities Depository, of any amount with respect to the principal of, premium, if any, or interest on, the 2000 Series A Bonds;

(4) any consent given by Cede & Co. as Bondholder of the 2000 Series A Bonds or any successor nominee of a Securities Depository as Bondholder of such Bonds; or

(5) the selection by the Securities Depository or any Agent Member of any beneficial owners to receive payment if any 2000 Series A Bonds are redeemed in part.

So long as the certificates for the 2000 Series A Bonds are not issued pursuant to subsection (c) of this Section, the Authority and the Trustee may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such 2000 Series A Bonds for all purposes whatsoever, including without limitation:

(1) the payment of principal, premium, if any, and interest on such 2000 Series A Bond;

(2) giving notices of redemption and other matters with respect to such 2000 Series A Bond; and

(3) registering transfers with respect to such 2000 Series A Bond.

(c) If at any time the Securities Depository notifies the Authority or the Trustee that it is unwilling or unable to continue as Securities Depository with respect to the 2000 Series A Bonds or if at any time the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation and a successor Securities Depository is not appointed by the Authority within 90 days after the Authority or the Trustee receives notice or becomes aware of such condition, as the case may be, paragraphs (a) and (b) of this Section shall no longer be applicable and the Authority shall execute and the Trustee shall authenticate and deliver certificates representing the 2000 Series A Bonds as provided in paragraph (d) below. In addition, the Authority may determine at any time that the 2000 Series A Bonds shall no longer be represented by global certificates and that the provisions of paragraphs (a) and (b) above shall no longer apply to the 2000 Series A Bonds. In any such event the Authority shall execute and the Trustee shall authenticate and deliver certificates representing the 2000 Series A Bonds as provided in paragraph (d) below.

(d) Certificates for the 2000 Series A Bonds issued in exchange for global certificates shall be registered in such names and authorized denominations as the Securities Depository, pursuant to instructions from the Agent Members or otherwise, shall instruct the Authority and the Trustee. The Trustee shall deliver such certificates representing the 2000 Series A Bonds to the Persons in whose names such 2000 Series A Bonds are so registered as soon as practicable.

704. Conflict With Letter of Representations. Notwithstanding any other provision of this 2000 Series A Resolution to the contrary, so long as any 2000 Series A Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal, Redemption Price and purchase price of and interest, if any, on such 2000 Series A Bond, all tenders with respect to such 2000 Series A Bond and all notices with respect to such 2000 Series A Bond shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations between DTC and the Authority.

ARTICLE VIII
ADDITIONAL PROVISIONS RELATING TO LIQUIDITY FACILITIES AND CREDIT FACILITIES

801. Liquidity Facility.

(a) The Trustee shall draw moneys under the Liquidity Facility in accordance with the terms thereof to the extent necessary to make full and timely payments of the purchase price required to be made pursuant to, and in accordance with, Section 401(e) hereof.

(b) The Liquidity Facility shall be an obligation of the Liquidity Facility Provider to pay to the Trustee, upon satisfaction of the terms set forth in the Liquidity Facility and subject to reduction as provided in (d) below, the purchase price of 2000 Series A Bonds tendered or deemed tendered and not remarketed by the Remarketing Agent on the date on which such 2000 Series A Bonds are to be purchased equal to the principal amount thereof plus interest accrued, if any, on such 2000 Series A Bonds to such optional tender date or mandatory tender date.

(c) Upon termination or replacement of the Liquidity Facility as provided therein, the Trustee shall give notice thereof to S&P and the existing Liquidity Facility Provider and the Liquidity Facility shall be surrendered by the Trustee to the Liquidity Facility Provider for cancellation on the date of such termination.

(d) The Liquidity Facility Provider's obligation under the Liquidity Facility will be reduced to the extent of any drawing thereunder subject to reinstatement as provided therein. In no event will the Trustee be entitled to make drawings under the Liquidity Facility for the payment of the purchase price of Bank Bonds, 2000 Series A Bonds owned by, or on behalf of, the Authority or 2000 Series A Bonds bearing interest at a Fixed Rate or Auction Rates.

(e) If at any time there shall cease to be any 2000 Series A Bonds Outstanding (other than 2000 Series A Bonds bearing interest at a Fixed Rate or Auction Rate), the Trustee shall surrender the Liquidity Facility to the Liquidity Facility Provider, in accordance with the terms of the Liquidity Facility, for cancellation. The Trustee shall comply with the procedures set forth in the Liquidity Facility relating to the termination thereof.

(f) If at any time the Trustee resigns or is removed in accordance with the General Resolution, the Trustee shall cause the Liquidity Facility to be transferred to its successor in accordance with the terms thereof.

(g) To the extent that this Resolution confers upon or gives or grants to the Liquidity Facility Provider any right, remedy or claim under or by reason of this Resolution, the Liquidity Facility Provider is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

802. Alternate Liquidity Facility. (a) The Authority may cancel or terminate a Liquidity Facility prior to its stated expiration or permit the expiration thereof in accordance with its terms and provide an Alternate Liquidity Facility in the form of a letter of credit, line of credit, standby purchase agreement or similar liquidity facility as the Authority may elect to furnish, but only in accordance with the provisions of this Section 802. The Liquidity Facility or Alternate Liquidity Facility also may be cancelled, terminated or permitted to expire without any Alternate Liquidity Facility being thereafter provided to support payment of the purchase price of 2000 Series A Bonds tendered for optional or mandatory tender hereunder, but only in accordance with the provisions of this Section 802. In the event the Liquidity Facility or Alternate Liquidity Facility then in effect is to be replaced, the Liquidity Facility or Alternate Liquidity Facility shall terminate in accordance with its terms.

(b) Upon receipt of notice from the Authority accompanied by a Favorable Opinion of Bond Counsel and the letter of each Rating Agency, if any, maintaining a rating on the 2000 Series A Bonds referred to below together with any documentation and opinions referred to in any such letter, the Trustee shall give notice (prepared by the Authority) by first-class mail to the Holders of the 2000 Series A Bonds not less than fifteen (15) days prior to the effective date of such change, stating as follows: (i) that the Liquidity Facility or the Alternate Liquidity Facility then in effect is to be changed, (ii) the effective date of such change, (iii) the form and substance of the Liquidity Facility or the Alternate Liquidity Facility then in effect, (iv) if applicable, that the 2000 Series A Bonds are subject to mandatory tender for purchase pursuant to Section 404 hereof and the date for such mandatory tender, (v) the form and substance of the Alternate Liquidity Facility to be in effect on the date specified in (ii) above, and (vi) that such change will or will not, as the case may be, result in a reduction or withdrawal of the rating, if any, of the 2000 Series A Bonds then in place.

(c) Upon receipt of notice from the Authority accompanied by the opinion of Bond Counsel referred to in subsection (d) below, the Trustee shall give notice (prepared by the Authority) by first-class mail to the Holders of the 2000 Series A Bonds, with a copy to the Liquidity Facility Provider, not less than fifteen (15) days prior to the effective date of such change if the 2000 Series A Bonds then bear interest at the Daily Rate, the Weekly Rate, or Flexible Rates, stating as follows: (i) that the Liquidity Facility or the Alternate Liquidity Facility then in effect will expire or be terminated, (ii) the effective date of such expiration or termination, (iii) that a substitute Alternate Liquidity Facility will not be provided, and (iv) that the 2000 Series A Bonds are subject to mandatory tender for purchase pursuant to Section 404 hereof and the date for such mandatory tender.

(d) Any provisions of this 2000 Series A Resolution to the contrary notwithstanding, no change with respect to a Liquidity Facility or any Alternate Liquidity Facility (except the expiration thereof in accordance with its terms) shall become effective unless there is delivered to the Trustee (i) an opinion of Bond Counsel stating that such change is authorized or permitted by the terms of this 2000 Series A Resolution and that such change will not adversely affect the validity of the 2000 Series A Bonds or the exclusion from federal gross income of the interest on the 2000 Bonds or require the registration of any security under the Securities Act of 1933, as amended, or the qualification of any indenture under the Trust Indenture Act of 1939, as amended, (ii) in the case of an Alternate Liquidity Facility, an opinion of counsel for the provider of the Alternate Liquidity Facility in substantially the form delivered to the Trustee upon the issuance of the Liquidity Facility, and (iii) in the case of a change under this Section 802, a letter from each Rating Agency, if any, then maintaining a rating on the 2000 Series A Bonds to the effect that such change will or will not, as the case may be, result in a reduction or withdrawal of the rating of the 2000 Series A Bonds then in place.

(e) Any other provisions of this 2000 Series A Resolution to the contrary notwithstanding, each Alternate Liquidity Facility delivered to the Trustee in accordance with this Section 802 (i) must be in the form of a letter of credit, line of credit, standby purchase agreement or similar liquidity facility entered into by the Authority in conneciton with any prior Series of Bonds and (ii) must be for a term of at least one (1) year after the effective date of such

Alternate Liquidity Facility (or until the stated maturity date of the 2000 Series A Bonds, if earlier).

803. Credit Facility.

(a) The Credit Facility will be an irrevocable direct pay letter of credit of the Credit Provider providing for direct payments to or upon the order of the Trustee of amounts up to (1) the principal of the 2000 Series A Bonds when due on any Principal Payment Date; and (2) interest on the 2000 Series A Bonds when due on any Interest Payment Date up to the Interest Coverage Requirement.

(c) Upon termination or replacement of a Credit Facility as provided therein, the Trustee shall give notice thereof to S&P and the existing Credit Provider and the Credit Facility shall be surrendered by the Trustee to the Credit Provider for cancellation on the date of such termination.

(d) A Credit Provider's obligation under a Credit Facility will be reduced to the extent of any drawing thereunder subject to reinstatement as provided therein. In no event will the Trustee be entitled to make drawings under a Credit Facility for the payment of the purchase price of Bank Bonds, 2000 Series A Bonds owned by, or on behalf of, the Authority or 2000 Series A Bonds bearing interest at a Fixed Rate.

(e) If at any time there shall cease to be any 2000 Series A Bonds Outstanding, the Trustee shall surrender the Credit Facility to the Credit Provider, in accordance with the terms of the Credit Facility, for cancellation. The Trustee shall comply with the procedures set forth in the Credit Facility relating to the termination thereof.

(f) If at any time the Trustee resigns or is removed in accordance with the General Resolution, the Trustee shall cause the Credit Facility to be transferred to its successor in accordance with the terms thereof.

(g) To the extent that this 2000 Series A Resolution confers upon or gives or grants to the Credit Provider any right, remedy or claim under or by reason of this 2000 Series A Resolution, the Credit Provider is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

(h) To the extent that principal and/or interest due on the 2000 Series A Bonds has been paid by the Credit Provider pursuant to the the Credit Facility for which the Credit Provider has not been reimbursed under the Reimbursement Agreement, then:

(A) such 2000 Series A Bonds shall remain Outstanding for all purposes under the General Resolution, not be defeased or otherwise satisfied and not be considered paid by the Authority and the pledge of the Pledged Funds under the General Resolution and all covenants, agreements and other obligations of the Authority to the Holders of 2000 Series A Bonds shall continue to exist and shall run to the benefit of the Credit Provider, including without limitation

the pledges made by the Authority to the Trustee for the benefit of the Bondholders in Sections 601 and 913 of the General Resolution; and

(B) the Credit Provider shall be subrogated to the extent of such draws on the Credit Facility or the Authority's indebtedness owing to the Credit Provider pursuant to the terms of the Reimbursement Agreement to all rights of the Holders of 2000 Series A Bonds to enforce the payment of the 2000 Series A Bonds from the Revenues and all other rights of the Holders of 2000 Series A Bonds under the 2000 Series A Bonds, this 2000 Series A Resolution and the General Resolution.

804. Alternate Credit Facility.

(a) The Authority may cancel or terminate a Credit Facility prior to its stated expiration or permit the expiration thereof in accordance with its terms and provide an Alternate Credit Facility in the form of a direct pay letter of credit, but only in accordance with the provisions of this Section 804. A Credit Facility also may be cancelled, terminated or permitted to expire without any Alternate Credit Facility being thereafter provided.

(b) The Authority may elect to replace any Credit Facility with an Alternate Credit Facility conforming to the requirements of Section 803. The Authority shall provide written notice to the Trustee (a copy of which shall be delivered to the Credit Provider providing the current Credit Facility) not less than 30 days prior to such delivery (or such shorter period as shall be acceptable to the Trustee but not less than 15 days) of the Authority's intention to provide for delivery of such Alternate Credit Facility and the anticipated date of such delivery. Upon receipt of such notice, the Trustee shall take all actions necessary to subject the 2000 Series A Bonds to mandatory tender as described in Section 404(a) hereof on the proposed effective date of such Alternate Credit Facility. The Trustee shall give notice (prepared by the Authority) by first-class mail to the Holders of the 2000 Series A Bonds not less than fifteen (15) days prior to the effective date of delivery of the Alternate Credit Facility, stating that the 2000 Series A Bonds are subject to mandatory tender for purchase pursuant to Section 404(a) hereof due to the delivery of such Alternate Credit Facility and the date for such mandatory tender. Any Alternate Credit Facility delivered to the Trustee must be accompanied by (1) a Favorable Opinion of Bond Counsel as to the delivery of the Alternate Credit Facility; and stating that delivery of the Alternate Credit Facility is authorized under this Resolution and complies with its terms; (2) an opinion of Counsel to the issuer of such Alternate Credit Facility stating that such Alternate Credit Facility is a legal, valid, binding and enforceable obligation of such issuer in accordance with its terms; and a letter of each Rating Agency, if any, maintaining a rating on the 2000 Series A Bonds evidencing the rating of the 2000 Series A Bonds to be effective upon the delivery of such Alternate Credit Facility.

(c) In the event that a Credit Facility will not be replaced after expiration, termination or cancellation of such Credit Facility, upon receipt of notice from the Authority accompanied by the opinion of Bond Counsel referred to in subsection (d) below, the Trustee shall give notice (prepared by the Authority) by first-class mail to the Holders of the 2000 Series A Bonds then supported by the Credit Facility, with a copy to the Credit Provider, not less than fifteen (15) days prior to the effective date of such change if the 2000 Series A Bonds then bear interest at a

Variable Rate, stating as follows: (i) that the Credit Facility then in effect will expire or be terminated, (ii) the effective date of such expiration or termination, (iii) that a substitute Alternate Credit Facility will not be provided, and (iv) that the 2000 Series A Bonds are subject to mandatory tender for purchase pursuant to Sections 404 and 405 hereof, and the date for such mandatory tender.

(d) Any provisions of this 2000 Series A Resolution to the contrary notwithstanding, no amendment to a Credit Facility (except amendments to extend the Expiration Date) shall become effective unless there is delivered to the Trustee (i) an opinion of Bond Counsel stating that such change is authorized or permitted by the terms of this 2000 Series A Resolution and that such change will not adversely affect the validity of the 2000 Series A Bonds or the exclusion from federal gross income of the interest on the 2000 Bonds or require the registration of any security under the Securities Act of 1933, as amended, or the qualification of any indenture under the Trust Indenture Act of 1939, as amended, and (ii) a letter from each Rating Agency, if any, then maintaining a rating on the 2000 Series A Bonds to the effect that such amendment will or will not, as the case may be, result in a reduction or withdrawal of the rating of the 2000 Series A Bonds then in place.

(e) Any other provisions of this 2000 Series A Resolution to the contrary notwithstanding, each Alternate Credit Facility delivered to the Trustee in accordance with this Section 804 (i) must be in the form of a direct pay letter of credit entered into by the Authority in connection with any prior Series of Bonds and (ii) must be for a term of at least one (1) year after the effective date of such Alternate Credit Facility (or until the stated maturity date of the 2000 Series A Bonds, if earlier).

ARTICLE IX
AGENTS OF THE AUTHORITY

901. Remarketing Agent; Remarketing Agreement.

(a) On the Closing Date, the Authority shall enter into a Remarketing Agreement with Goldman Sachs & Co. or such other remarketing agent selected by an Authorized Representative, who is hereby appointed as the initial Remarketing Agent. The Remarketing Agreement shall terminate on the Fixed Rate Conversion Date or the Auction Rate Conversion Date after which there are no longer any 2000 Series A Bonds Outstanding bearing interest at a Variable Rate or a Flexible Rate. The Remarketing Agent, including any successor appointed pursuant hereto, shall (i) be a member of the National Association of Securities Dealers, Inc. having capitalization of at least $25,000,000, (ii) meet the requirements with respect to a qualified Remarketing Agent as may be set forth in the applicable Liquidity Facility, if any, and (iii) be authorized by law to perform all the duties imposed upon it by this 2000 Series A Resolution and the Remarketing Agreement. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this 2000 Series A Resolution and the Remarketing Agreement by giving at least 30 days' notice to the Authority, the Trustee and the Liquidity Facility Provider, if any. The Remarketing Agent may be removed at any time by the Authority by an instrument signed by the Authority and filed with the Remarketing Agent and

the Liquidity Facility Provider, if any, upon at least 30 days' notice; provided, however, that, prior to the Fixed Rate Conversion Date or the Auction Rate Conversion Date for such 2000 Series A Bonds after which there are no longer any 2000 Series A Bonds Outstanding bearing interest at a Variable Rate or Flexible Rate, an agreement in substantially the form of the Remarketing Agreement shall be entered into with a successor Remarketing Agent.

(b) In the event that, prior to the Fixed Rate Conversion Date or Auction Rate Conversion Date after which there are no longer any 2000 Series A Bonds Outstanding bearing interest at a Variable Rate or Flexible Rate, the Remarketing Agent shall resign or be removed or dissolved, or if the property or affairs of the Remarketing 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, the Authority shall use its best efforts to appoint a successor as Remarketing Agent. Any such appointment by the Authority shall be with the consent of the Liquidity Facility Provider. If the Authority shall not have appointed a successor as Remarketing Agent, the Trustee shall ipso facto be deemed to be the Remarketing Agent for the sole purpose of determining the Weekly Rate by reference to the Maximum Rate as provided in this 2000 Series A Resolution until the appointment by the Authority of the Remarketing Agent or successor Remarketing Agent, as the case may be.

(c) The Remarketing Agreement substantially in the form presented to this meeting is hereby approved and any Authorized Representative is authorized to execute and deliver the Remarketing Agreement for and on behalf of the Authority with such changes, omissions, insertions and revisions as such Authorized Representative shall deem advisable or appropriate. Any Authorized Representative is hereby authorized to obtain any amendment to the Remarketing Agreement or any subsequent Remarketing Agreement in respect of 2000 Series A Bonds bearing interest at Variable Rates or Flexible Rates and to execute and deliver the same. The annual fees to be paid in respect of any Remarketing Agreement shall not exceed 0.20% of the Outstanding 2000 Series A Bonds bearing interest at Variable Rates or Flexible Rates.

902. Auction Agent. During an Auction Period, the following provisions shall be effective:

(a) Prior to any Auction Rate Conversion Date, the Authority shall appoint an Auction Agent for the Auction Bonds. The Auction Agent shall designate its Principal Office and signify its acceptance of duties and obligations imposed upon it hereunder by executing and delivering the Auction Agreement. The Trustee is hereby directed to execute and deliver an Auction Agreement in a form approved by the Authority. The Auction Agreement shall terminate on the Conversion Date after which there are no longer any Auction Bonds Outstanding. The Auction Agent shall be (i) a bank or trust company duly organized under the laws of the United States of America or any state or territory thereof having its principal place of business in New York, New York, and having a combined capital stock, surplus and undivided profits of at least $30,000,000 or (ii) a member of the National Association of Securities Dealers, Inc., having a capitalization of at least $30,000,000 and, in either case, authorized by law to perform all the duties imposed upon it under the Auction Agreement. The Auction Agent may at any time resign and be discharged of the duties and obligations created by this 2000 Series A Resolution by giving at least 90 days' notice to the Authority and the Trustee. The Auction

Agent may be removed at any time by the Authority by an instrument signed by the Authority and filed with the Auction Agent and the Trustee upon at least 90 days' notice.

(b) In the event that, prior to the Conversion Date for such Auction Bonds after which there are no longer any Auction Bonds Outstanding, the Auction Agent shall resign or be removed or dissolved, or if the property or affairs of the Auction 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, the Authority shall use its best efforts to appoint a successor as Auction Agent.

(c) The Auction Agent is acting as agent for the Authority in connection with Auctions. In the absence of bad faith or negligence on its part, the Auction Agent shall not be liable for any action taken, suffered or omitted or for any error of judgment made by it in the performance of its duties under the Auction Agreement and shall not be liable for any error of judgment made in good faith unless the Auction Agent shall have been negligent in ascertaining the pertinent facts.

(d) Prior to any Auction Rate Conversion Date, the Auction Agent shall enter into a Broker-Dealer Agreement with a Broker-Dealer, and the Authority in a form approved by the Authority subsequent to the Issue Date. The Authority may select, from time to time, one or more additional persons to serve as Broker-Dealers under Broker-Dealer Agreements.

(e) The Auction Agent shall be required to satisfy and/or comply with its obligations under the Auction Procedures and the Auction Agreement so long as any Auction Bonds are Outstanding.

(f) NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, NEITHER THE AUTHORITY NOR THE TRUSTEE SHALL HAVE (i) ANY LIABILITY FOR ACTS OR OMISSIONS (NEGLIGENT OR OTHERWISE) OF THE AUCTION AGENT OR ANY BROKER-DEALER (EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED IN A WRITTEN AGREEMENT BETWEEN THE AUTHORITY OR THE TRUSTEE AND SUCH PARTIES), OR (ii) ANY OBLIGATION TO PAY THE FEES, COSTS OR EXPENSES OF THE AUCTION AGENT OR ANY BROKER-DEALER, EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS RESOLUTION.

ARTICLE X
MISCELLANEOUS

1001. Authorization of Procurement of Letter of Credit, Security Arrangement and/or Surety Bond. (a) An Authorized Representative hereby is authorized to obtain a Letter or Letters of Credit, a Security Arrangement or Arrangements and/or a Surety Bond or Bonds for application in lieu of the deposit of moneys to the Capital Reserve Fund as specifically authorized in this 2000 Series A Resolution, and for application as generally authorized with respect to all moneys deposited to the Capital Reserve Fund. In connection with the procurement of the foregoing Letter of Credit and/or Surety Bond, the Authorized Representative is authorized to negotiate and execute

a reimbursement agreement with the banking institution or an agreement with the insurance company, as appropriate. The annual fees (in addition to any expense reimbursements) paid to the banking institution for the procurement of the Letter(s) of Credit shall not exceed three percent (3.00%) of the amount of the Letter(s) of Credit, and the fee to be paid by the Authority for a Surety Bond shall not exceed three percent (3.00%) of the amount of the Surety Bond. The Authority shall give the Trustee sixty (60) days' written notice prior to the expiration of any Letter of Credit obtained pursuant to this 2000 Series A Resolution.

1002. Ratification of Actions. The actions of any Authorized Representative heretofore taken pursuant to the provisions of the General Resolution, including, but not limited to: the publishing of notice and the conducting of a hearing with respect to the issuance of the 2000 Series A Bonds, the making of presentations to security rating agencies, the undertaking of discussions and negotiations with underwriters or groups of underwriters regarding offers to purchase the 2000 Series A Bonds be, and they hereby are, ratified and confirmed in all respects.

1003. Additional Actions. (a) Any Authorized Representative is hereby authorized and directed to execute such other documents and certifications, and to perform such other acts as may be necessary or convenient for the proper sale, execution and delivery of the 2000 Series A Bonds, subject to, and as may be required by the Purchase Contract, the General Resolution and this 2000 Series A Resolution.

(b) The Director of Finance or Deputy Director of Finance is hereby authorized to pay from the Operating Fund all amounts necessary to comply with Section 1006 hereof.

1004. [Reserved]

1005. Remarketing Statement. The form of Remarketing Statement of the Authority, substantially in the form presented to this meeting, is hereby authorized and approved as the Remarketing Statement of the Authority, with such changes, omissions, insertions and revisions as an Authorized Representative shall deem advisable or appropriate, and such Remarketing Statement is approved for execution on behalf of the Authority and distribution to the Remarketing Agent. Any Authorized Representative is hereby authorized to execute such Remarketing Statement and deliver it to the Remarketing Agent for distribution on behalf of the Authority.

1006. Rebate Fund. The Authority shall not be required to make any deposits to the Rebate Fund in connection with the 2000 Bonds. The Authority hereby agrees to comply with Section 148(f) of the Internal Revenue Code of 1986, as amended, and shall pay or cause to be paid to the United States, from available Authority funds, such amounts and at such times as shall be required by Section 148(f) with respect to the 2000 Bonds.

1007. Covenant as to Sale of Mortgage Loans. The Authority covenants and agrees that it will not sell any Mortgage Loan and use the proceeds of such sale to redeem 2000 Series A Bonds bearing interest at a Fixed Rate except for Mortgage Loans (i) that are in default, (ii) that must be sold in order to preserve the exclusion of interest on the 2000 Series A Bonds from gross income for federal income tax purposes, or (iii) that do not comply with the Authority's program requirements.

1008. Covenant as to Purchase of 2000 Series A Bonds. The Authority covenants that it has not required and shall not require a Mortgage Lender, Mortgagor or "related person" as defined in Section 147 of the Code to purchase 2000 Series A Bonds pursuant to any arrangement, formal or informal, in an amount related to a Mortgage Loan.

1009. Trustee Not Responsible for Remarketing Statement. The recitals, statements and representations contained in the Remarketing Statement shall be taken and construed as made by and on the part of the Authority not by the Trustee, and the Trustee assumes and shall be under no responsibility for the correctness of same.

1010. Notice of Redemption.

(a) The Trustee shall cause a notice of any redemption of 2000 Series A Bonds, either in whole or in part, to be sent by registered or certified mail or by overnight delivery, to the Securities Depository at least two (2) business days (a business day being a day when such Securities Depository is open for business) prior to the date of general mailing of any notice of redemption. On the date of such general mailing, the Trustee shall cause notice of redemption to: (i) be posted to the Electronic Municipal Market Access system maintained by the Municipal Securities Rulemaking Board or such other securities information service as may be directed by the Authority in writing to the Trustee, and (ii) in the case of any notice of redemption given to the Holders of Auction Bonds, be mailed first class, postage prepaid, to the Auction Agent.

(b) In addition, a second duplicate notice in writing shall be mailed by certified mail, postage prepaid, return receipt requested, to any registered owner of 2000 Series A Bonds to be redeemed who has not presented and surrendered such 2000 Series A Bonds to the Trustee for redemption within thirty (30) days after the date of redemption.

(c) In addition to the requirements set forth in Section 405 of the General Resolution, a notice of any such redemption shall include the following information with respect to the 2000 Series A Bonds to be so redeemed: the complete title of the 2000 Series A Bonds, the CUSIP numbers of the 2000 Series A Bonds to be redeemed, the date of general mailing of such notice of redemption, the complete name of the Trustee including a telephone number for inquiries, the maturity date and the interest rate (if applicable) of the 2000 Series A Bonds.

(d) Failure to receive any such notices by any such registered owner shall not affect the validity of the proceedings for the redemption of the 2000 Series A Bonds.

1011. Interest and Redemption Payments. All redemption payments and payments of interest made by the Trustee, whether by check or wire transfer, shall be accompanied by the applicable CUSIP numbers.

1012. Covenant With Respect to Section 236 Mortgage Loans and Section 8 Mortgage Loans. The Authority hereby covenants and agrees to diligently enforce and take all reasonable steps, actions and proceedings necessary to assure the continued receipt of interest subsidy payments and housing assistance payments in respect of Mortgage Loans of the Authority receiving

assistance under, respectively, the Section 236 or Section 8 programs of the United States Department of Housing and Urban Development.

1013. Continuing Disclosure. The 2000 Series A Bonds are hereby made subject to the Master Continuing Disclosure Undertaking – Rental Housing Revenue Bonds, approved by the Authority on February 27, 1997, as amended, and the Authority agrees to abide by the provisions thereof so long as any of the 2000 Series A Bonds are Outstanding.

1014. Notice to Rating Agency and Liquidity Facility Provider. The Authority shall give written notice to S&P at 55 Water Street, 41st Floor, New York, New York 10041-0003, Attention: Structured Finance LOC Surveillance Group, E-mail: nyloc@spglobal.com, in each case with a copy to the Liquidity Facility Provider at the address set forth in the Liquidity Facility, of the occurrence of any of the following events with respect to the 2000 Series A Bonds:

(a) a change in the Trustee, the Auction Agent or the Remarketing Agent;

(b) a change in the Rate Period applicable to any 2000 Series A Bonds;

(c) the expiration, extension, termination or substitution of any Liquidity Facility or Alternate Liquidity Facility;

(d) a redemption or defeasance of all the Outstanding 2000 Series A Bonds;

(e) any mandatory tender of the 2000 Series A Bonds;

(f) any amendment or supplement to this 2000 Series A Resolution, the General Resolution (other than a Series Resolution), or any Liquidity Facility; or

(g) an acceleration of payment of principal of and interest on the 2000 Series A Bonds.

In addition, the Authority shall give written notice to the Liquidity Facility Provider of the occurrence of any of the following events with respect to the 2000 Series A Bonds:

(i) a redemption (other than mandatory sinking fund redemption) or defeasance of the Outstanding 2000 Series A Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(ii) any downgrade by the Rating Agency of the enhanced or unenhanced rating on the 2000 Series A Bonds or the Bonds to “non-investment grade”; or

(iii) any material events pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934, as amended.

1015. Defeasance of 2000 Series A Bonds. The provisions of Section 1402 of the General Resolution shall not apply to 2000 Series A Bonds that bear interest at a Variable Rate, at Flexible Rates or at Auction Rates.

1016. Effective Date. This Amended and Restated 2000 Series A Resolution shall take effect as of the Restated Resolution Effective Date.

EXHIBIT A

(Form of 2000 Series A Bond bearing interest at Fixed, Flexible or Variable Rate)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Authority or its agent for registration of transfer, exchange or payment, and any Bond is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. A_____ $_____

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
RENTAL HOUSING REVENUE BOND, 2000 Series A

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE	CUSIP

Registered Owner:

Principal Amount:

The Michigan State Housing Development Authority (the "Authority"), a public body corporate and politic, organized and existing under and by virtue of the laws of the State of Michigan, acknowledges itself indebted to, and for value received, hereby promises to pay the registered owner specified above, or registered assigns, the Principal Amount specified above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon the presentation and surrender hereof at the corporate trust office of U.S. Bank National Association, St. Paul, Minnesota (the "Trustee"), as Trustee under the Resolution of the Authority adopted November 15, 1990, as amended and supplemented, authorizing the issuance of Michigan State Housing Development Authority Rental Housing Revenue Bonds (the "General Resolution") or its successor as Trustee, and to pay to the registered owner by check or draft mailed to the registered owner as shown on the registration books of the Trustee as of the close of business on the Record Date at the registered address interest on such Principal Amount from the Date of Original Issue specified above or such later date to which interest has been paid, until paid at the rates and on the dates determined as described herein and in the 2000 Series A Resolution as hereinafter defined; provided, however, payment of interest on any Interest Payment Date shall be paid (i) while this Bond bears interest at the Daily Rate, the Weekly Rate, the Monthly Rate or the Quarterlya Variable Rate, in immediately available funds; (ii) while this Bond bears interest at the Semiannual Rate or the Fixed Rate, in immediately available funds; or (iii) if this Bond bears interest at a Flexible Rate, (A) in the case of any Interest Payment Date

other than the last day of the applicable Flexible Rate Period, in immediately available funds and (B) in the case of the Interest Payment Date that is the last day of such Flexible Rate Period, in immediately available funds upon presentation and surrender of this Bond to the Trustee, by wire transfer to a bank within the continental United States or direct deposit to a designated account that is maintained with the Trustee pursuant to directions given by the Registered Owner to the Trustee on or prior to the Interest Payment Date; provided, further, that the principal or redemption price of this Bond is payable upon surrender of this Bond to the Trustee by the Registered Owner hereof as shown on the registration books of the Trustee on the date of payment (i) in immediately available funds if this Bond shall bear interest at a Flexible Rate, the Daily Rate, the Weekly Rate, the Monthly Rate or the Quarterly Rate, or (ii) in immediately available funds if this Bond shall bear interest at the Semiannual Rate or the Fixed Rate. If requested by the Registered Owner of this Bond while it bears interest at the Daily Rate, the Weekly Rate, the Monthly Rate or the Quarterly Rate, payment of principal, premium, if any, and interest on this Bond shall be transmitted by wire transfer within the continental United States or deposited to a designated account if such account is maintained with the Trustee, if such Registered Owner shall have provided wire transfer instructions to the Trustee prior to the Interest Payment Date. The principal or Redemption Price (as defined in the General Resolution) of this Bond is payable upon presentation in any coin or currency of the United States of America which, on the respective dates of payment, shall be legal tender for the payment of public and private debts.

The State of Michigan is not liable on this Bond and this Bond is not a debt of the State of Michigan. The Authority has no taxing power.

Subject to any agreements now or hereafter made with the owners of any other notes or bonds of the Authority pledging any particular receipts or revenues, this Bond is a general obligation of the Authority and the full faith and credit of the Authority are hereby pledged for the payment of the principal or Redemption Price of and interest on this Bond. This Bond is one of a duly authorized issue of bonds of the Authority designated "Rental Housing Revenue Bonds" (the "Bonds"), issued and to be issued in various series under and pursuant to Act No. 346 of the Public Acts of 1966 of the State of Michigan, as amended (herein called the "Act"), and under and pursuant to the General Resolution and a series resolution authorizing the issuance and sale of each such series. As provided in the General Resolution, the Bonds may be issued from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest, if any, at different rates and, subject to the provisions thereof, may otherwise vary. The aggregate principal amount of Bonds which may be issued under the General Resolution is not limited except as provided in the General Resolution, and all Bonds issued and to be issued under the General Resolution are and will be equally secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the General Resolution.

This Bond is one of a series of Bonds designated "Rental Housing Revenue Bonds, 2000 Series A" (the "2000 Series A Bonds"), issued in the initial aggregate principal amount of Fifty Six Million and 00/100 Dollars ($56,000,000) under the General Resolution and a series resolution adopted on September 13, 2000, as supplemented and amended (as amended and supplemented, the "2000 Series A Resolution") (the General Resolution and the 2000 Series A Resolution are collectively herein called the "Resolutions"). The proceeds of the 2000 Series A Bonds will be

utilized by the Authority to make or to purchase Mortgage Loans (as defined in the General Resolution). The 2000 Series A Bonds will be secured by a pledge of the Pledged Funds (as defined in the General Resolution) which include the mortgage repayments required to be paid on the Mortgage Loans (as defined in the General Resolution) purchased with the proceeds of the Bonds. Payment of the purchase price of the 2000 Series A Bonds bearing interest at a Variable Rate or at Flexible Rates will also be supported by a _____ (the "Liquidity Facility") issued by _____ (the "Bank"), in favor of the Trustee, and any Alternate Liquidity Facility which may be furnished by the Authority. Copies of the Resolutions are on file in the office of the Authority and at the principal corporate trust office of the Trustee in Lansing, Michigan, and reference to the Resolutions and any and all supplements thereto and modifications and amendments thereof and to the Act are made for a description of the pledges and covenants securing the 2000 Series A Bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the 2000 Series A Bonds with respect thereto and the terms and conditions upon which the Bonds are issued and may be issued thereunder. To the extent and in the manner permitted by the terms of the Resolutions, the provisions of the Resolutions or any resolution amendatory thereof or supplemental thereto, may be modified or amended.

This Bond is transferable, as provided in the Resolutions, only upon the books of the Authority kept for that purpose at the corporate trust office of the Trustee in Lansing, Michigan by the registered owner hereof in person, or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new registered 2000 Series A Bond or Bonds, in the same aggregate principal amount and of the same maturity, shall be issued to the transferee in exchange therefor as provided in the Resolutions, and upon the payment of the charges, if any, therein prescribed.

In the manner provided in the 2000 Series A Resolution, the term of each 2000 Series A Bond will be divided into consecutive Rate Periods during each of which such 2000 Series A Bond shall bear interest at either the Daily Rate, the Weekly Rate, the Monthly Rate, the Quarterly Rate, the Semiannual Rate, Flexible Rate or the Fixed Rate. The Rate Period of the 2000 Series A Bond may be Converted to a different Rate Period at the election of the Authority in the manner provided in the 2000 Series A Resolution. Information regarding the interest rates borne by the 2000 Series A Bonds and Conversions to a different Rate Period will be furnished or made available to Registered Owners of the 2000 Series A Bonds in the manner provided in the 2000 Series A Resolution.

Interest shall be computed, in the case of a Semiannual or Fixed Rate Period, on the basis of a 360-day year consisting of twelve 30-day months, and in the case of any other Rate Period, on the basis of a 365 or 366-day year, as appropriate, and the actual number of days elapsed. Except as otherwise provided in the 2000 Series A Resolution, if the 2000 Series A Bonds bear interest at a Variable Rate or the Flexible Rate, the Remarketing Agent shall determine the appropriate Variable Rate or Flexible Rate on the 2000 Series A Bonds during each such Rate Period in accordance with the provisions of the 2000 Series A Resolution.

The term "Interest Payment Date" means, (a) the Initial Interest Payment Date, (b) when used with respect to 2000 Series A Bonds bearing interest at the Daily, Weekly or Monthly Rate, the first Business Day of each calendar month to which interest at such rate has accrued; (c) when used with respect to 2000 Series A Bonds bearing interest at the Quarterly Rate, the first Business Day of the third calendar month following the month in which the applicable Conversion Date occurs and the first Business Day of each third calendar month thereafter to which interest at such rate has accrued; (d) when used with respect to 2000 Series A Bonds bearing interest at the Semiannual Rate, each April 1 and October 1 during the applicable Semiannual Rate Period, (e) when used with respect to 2000 Series A Bonds bearing interest at the Fixed Rate, each April 1 and October 1 which is at least 120 days following the Fixed Rate Conversion Date; (f) when used with respect to any particular 2000 Series A Bond bearing interest at a Flexible Rate, the last day of each Flexible Rate Period applicable thereto; (g) when used with respect to Bank Bonds, the first Business Day of each month and any other date specified in the Liquidity Facility; (h) when used with respect to Auction Bonds, each Auction Bond Interest Payment Date and (i) with respect to any 2000 Series A Bond, its stated maturity date or the date on which it is earlier paid.

The 2000 Series A Bonds shall be deliverable in the form of registered bonds without coupons in the denominations of $5,000 and any whole multiple thereof upon being Converted to bear interest at the Fixed Rate or the Semiannual Rate; in the denominations of $100,000 and any integral multiples of $5,000 in excess of $100,000 during any Daily Rate Period, Weekly Rate Period, Monthly Rate Period, Quarterly Rate Period; in denominations of $100,000 and any integral multiple of $1,000 in excess of $100,000 during any Flexible Rate Period; and in denominations of $25,000 and any integral multiple thereof during any Auction Rate Period.

The Authority has caused the initial Liquidity Facility to be delivered to the Trustee. The initial Liquidity Facility terminates on September 28, 2005, or upon the occurrence of certain events stated therein. The Authority may at any time cancel or terminate the Liquidity Facility prior to its stated expiration without providing another Liquidity Facility, or may exercise its option set forth in the Series Resolution to provide another Liquidity Facility, but only in accordance with the provisions of the Series Resolution.

At the times and in the manner provided in the 2000 Series A Resolution, the Registered Owners of the 2000 Series A Bonds bearing interest at a Variable Rate may elect to tender 2000 Series A Bonds or portions thereof for purchase; provided, however, that no 2000 Series A Bonds or portions thereof bearing interest at a Fixed Rate may be tendered for purchase at the election of the Registered Owners after the Fixed Rate Conversion Date for such 2000 Series A Bonds. Under certain circumstances, and in the manner provided in the 2000 Series A Resolution, the 2000 Series A Bonds will be subject to mandatory tender for purchase on the dates specified in the 2000 Series A Resolution. The Trustee shall cause notice of certain mandatory tenders to be mailed to the Registered Owners in accordance with the provisions of the 2000 Series A Resolution. 2000 Series A Bonds as to which the Registered Owners have given notice of optional tender in the manner provided in the 2000 Series A Resolution, or 2000 Series A Bonds subject to mandatory tender, will be deemed to be tendered on the purchase date with the effect provided in the 2000 Series A Resolution, and thereafter the Registered Owners thereof will be entitled only to receive the purchase price therefor.

Any 2000 Series A Bond held by or on behalf of the Bank as a result of the purchase of such 2000 Series A Bond with proceeds from a draw on the Liquidity Facility (hereinafter a "Bank Bond") shall bear interest at the Bank Rate as provided in the 2000 Series A Resolution. Principal of and interest on Bank Bonds shall be payable to the Bank by wire transfer in immediately available funds at the times and in the amounts determined in accordance with the 2000 Series A Resolution.

Under the 2000 Series A Resolution, Goldman, Sachs & Co. has been appointed as Remarketing Agent. The Remarketing Agent may be removed or replaced by the Authority, as provided in the 2000 Series A Resolution.

This 2000 Series A Bond is subject to redemption, including redemption at par, prior to maturity, in the manner set forth in the 2000 Series A Resolution.

Bank Bonds shall also be subject to mandatory redemption at the times and at the Redemption Prices set forth in the 2000 Series A Resolution.

In the event the Authority shall exercise its option to redeem any or all of the 2000 Series A Bonds, notice of such redemption shall be mailed, postage prepaid, not less than thirty (30) days before the redemption date to the registered owners of any Bonds or portions of Bonds to be redeemed, except as otherwise provided in the 2000 Series A Resolution. Such mailing shall be a condition precedent to such redemption, but failure to receive such notice by the owner shall not affect the validity of the proceedings for the redemption of Bonds. Notice of redemption having been given as aforesaid, the 2000 Series A Bonds or portions thereof so called for redemption shall become due and payable as herein provided, and from and after the date fixed for redemption, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and become payable provided the Authority has deposited moneys for such redemption as required by the General Resolution.

This Bond shall not be valid or become obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been executed by the Trustee.

Terms which are used herein as defined terms and which are not otherwise defined herein shall have the meanings assigned to them in the 2000 Series A Resolution.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State of Michigan and the Resolutions 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 2000 Series A Bonds, together with all other indebtedness of the Authority is within every debt and other limits prescribed by law.

IN WITNESS WHEREOF, the Michigan State Housing Development Authority has caused this Bond to be executed in its name by the facsimile signature of its Chairperson and its corporate seal (or a facsimile thereof) to be impressed hereon and attested by the facsimile signature of its Director of Finance, all as of the Date of Original Issue set forth above.

ATTEST:

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

_____
(Facsimile)
Its: Director of Finance

By: _____
(Facsimile)
Its: Chairperson

(Seal)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the 2000 Series A Bonds described in the within-mentioned 2000 Series A Resolution.

U. S. Bank National Association, Trustee

By: _____
Authorized Signer

[End of 2000 Series A Bond Form]

EXHIBIT B

(Form of Auction Bond)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Authority or its agent for registration of transfer, exchange, or payment, and any Bond is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. A - Auction Bond-__

$_____

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
RENTAL HOUSING REVENUE BOND, 2000 SERIES A

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE	CUSIP

Registered Owner:

Principal Amount:

The Michigan State Housing Development Authority (the "Authority"), a public body corporate and politic, organized and existing under and by virtue of the laws of the State of Michigan, acknowledges itself indebted to, and for value received, hereby promises to pay the registered owner specified above, or registered assigns, the Principal Amount specified above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon the presentation and surrender hereof at the corporate trust office of U.S. Bank National Association, St. Paul, Minnesota (the "Trustee"), as Trustee under the Resolution of the Authority adopted November 15, 1990, as amended and supplemented, authorizing the issuance of Michigan State Housing Development Authority Rental Housing Revenue Bonds (the "General Resolution") or its successor as Trustee, and to pay to the registered owner by check or draft mailed to the registered owner as shown on the registration books of the Trustee on the Record Date (as defined herein) at the registered address interest on such Principal Amount from the Date of Original Issue specified above or such later date to which interest has been paid, until paid at the Auction Rate calculated pursuant to the 2000 Series A Resolution (as defined herein), payable on an Interest Payment Date. The principal or Redemption Price (as defined in the General Resolution) of this Bond is payable upon presentation in any coin or currency of the United States of America which, on the respective dates of payment, shall be legal tender for the payment of public and private debts.

The State of Michigan is not liable on this Bond and this Bond is not a debt of the State of Michigan. The Authority has no taxing power.

"Auction Period" means (i) with respect to Auction in a daily mode, a period beginning on each Business Day and extending to but not including the next succeeding Business Day, (ii) with respect to Auction in a seven day mode, a period of generally seven days beginning on a Wednesday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Tuesday) and ending on the Tuesday thereafter (unless such Tuesday is not a Business Day, in which case ending on the Business Day immediately preceding such Tuesday), (iii) with respect to Auction in the 35-day mode, a period of generally thirty-five days beginning on a Wednesday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Tuesday) and ending on the fifth Tuesday thereafter (unless such Tuesday is not a Business Day, in which case on the Business Day immediately preceding such Tuesday), and (v) with respect to Auction in a semiannual mode, a period of generally six months (or shorter period upon a Conversion from another Auction Period) beginning on the day following the last day of the prior Auction Period and ending on the next succeeding April 1 or October 1; provided, however, that if there is a Conversion from a daily Auction Period to a seven day Auction Period, the next Auction Period will begin on the date of the Conversion (*i.e.*, the Interest Payment Date for the prior Auction Period) and will end on the next succeeding Tuesday (unless such Tuesday is not a Business Day, in which case on the next preceding Business Day), and if there is a Conversion from a daily Auction Period to a 35-day Auction Period, the next Auction Period will begin on the date of the Conversion (*i.e.*, the Interest Payment Date for the prior Auction Period) and will end on the Tuesday (unless such Tuesday is not a Business Day, in which case on the next preceding Business Day) which is more than 28 days but no more than 35 days from such date of Conversion.

"Interest Payment Date" shall mean (i) with respect to Auction Bonds in a Daily Auction Period, the first Business Day of each month, (ii) with respect to Auction Bonds in a Seven-Day Auction Period, Thirty-Five-Day Auction Period or Six-Month Auction Period, the Business Day immediately following the expiration of any such Auction Period, (iii) with respect to Auction Bonds in a Multi-Annual Auction Period, May 15 and November 15 of each year during such Multi-Annual Period, and (iv) any Conversion Date.

"Record Date," shall mean (i) during a Auction Rate Period other than a daily Auction Period, the second Business Day preceding an Interest Payment Date therefor and (ii) during a daily Auction Period, the last Business Day of the month preceding an Interest Payment Date therefor.

The terms "Auction," "Auction Rate," "Auction Rate Period" and "Mandatory Tender Date" have the meanings assigned such terms in the Series Resolution.

Subject to any agreements now or hereafter made with the owners of any other notes or bonds of the Authority pledging any particular receipts or revenues, this Bond is a general obligation of the Authority and the full faith and credit of the Authority are hereby pledged for the payment of the principal or Redemption Price of and interest on this Bond. This Bond is one of a duly authorized issue of Bonds of the Authority designated "*Rental Housing Revenue Bonds*" (the "Bonds"), issued and to be issued in various series under and pursuant to Act No. 346 of the Public

Acts of 1966 of the State of Michigan, as amended (herein called the "Act"), and under and pursuant to the General Resolution and a series resolution authorizing the issuance and sale of each such series. As provided in the General Resolution, the Bonds may be issued from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest, if any, at different rates and, subject to the provisions thereof, may otherwise vary. The aggregate principal amount of Bonds which may be issued under the General Resolution is not limited except as provided in the General Resolution, and all Bonds issued and to be issued under the General Resolution are and will be equally secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the General Resolution.

This Bond is one of a series of Bonds designated "*Rental Housing Revenue Bonds, 2000 Series A*" (the "2000 Series A Bonds"), issued in the initial aggregate principal amount of Fifty-Six Million and 00/100 Dollars ($56,000,000) under the General Resolution and a series resolution adopted on September 13, 2000 (the "2000 Series A Resolution") (the General Resolution and the 2000 Series A Resolution are collectively herein called the "Resolutions"). The proceeds of the 2000 Series A Bonds will be utilized by the Authority to make or purchase Mortgage Loans (as defined in the General Resolution). The Bonds will be secured by a pledge of the Pledged Funds (as defined in the General Resolution) which include the mortgage repayments required to be paid on the Mortgage Loans purchased with the proceeds of the 2000 Series A Bonds. Copies of the Resolutions are on file in the office of the Authority and at the principal corporate trust office of the Trustee, and reference to the Resolutions and any and all supplements thereto and modifications and amendments thereof and to the Act are made for a description of the pledges and covenants securing the 2000 Series A Bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the 2000 Series A Bonds with respect thereto and the terms and conditions upon which the Bonds are issued and may be issued thereunder. To the extent and in the manner permitted by the terms of the Resolutions, the provisions of the Resolutions or any resolution amendatory thereof or supplemental thereto, may be modified or amended.

This Bond is transferable, as provided in the Resolutions, only upon the books of the Authority kept for that purpose at the corporate trust office of the Trustee in Lansing, Michigan by the registered owner hereof in person, or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new registered 2000 Series A Bond or Bonds, in the same aggregate principal amount and of the same maturity, shall be issued to the transferee in exchange therefor as provided in the Resolutions, and upon the payment of the charges, if any, therein prescribed.

The 2000 Series A Bonds are issuable in the form of fully-registered Bonds without coupons in the denomination of Twenty-Five Thousand Dollars ($25,000) or any integral multiple thereof, not exceeding the aggregate principal amount for each maturity of such 2000 Series A Bonds.

In general, the interest rate on this 2000 Series A Bond will be determined periodically on the basis of Orders conducted on each Auction Date. The procedures for an Auction are set forth in the 2000 Series A Resolution.

THE AUCTION PERIOD, THE AUCTION RATE, THE SELECTION OF THE METHOD OF DETERMINING THE AUCTION RATE AND THE AUCTION PROCEDURES RELATING THERETO WILL BE DETERMINED UPON THE TERMS AND CONDITIONS, INCLUDING REQUIRED NOTICES THEREOF TO OWNERS, DESCRIBED IN THE 2000 Series A RESOLUTION TO WHICH PROVISIONS SPECIFIC REFERENCE IS HEREBY MADE AND ALL OF WHICH PROVISIONS ARE HEREBY SPECIFICALLY INCORPORATED HEREIN BY THIS REFERENCE.

This 2000 Series A Bond is subject to redemption, including redemption at par, prior to maturity, and to mandatory tender prior to maturity, in the manner provided for in the 2000 Series A Resolution.

In the event the Authority shall exercise its option to redeem any or all of the 2000 Series A Bonds, notice of such redemption shall be mailed, postage prepaid, not less than thirty (30) days before the redemption date to the registered owners of any Bonds or portions of Bonds to be redeemed, except as otherwise provided in the 2000 Series A Resolution. Such mailing shall be a condition precedent to such redemption, but failure to receive such notice by the owner shall not affect the validity of the proceedings for the redemption of Bonds. Notice of redemption having been given as aforesaid, the 2000 Series A Bonds or portions thereof so called for redemption shall become due and payable as herein provided, and from and after the date fixed for redemption, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and become payable provided the Authority has deposited moneys for such redemption as required by the General Resolution.

This Bond shall not be valid or become obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been executed by the Trustee.

Terms which are used herein as defined terms and which are not otherwise defined herein shall have the meanings assigned to them in the 2000 Series A Resolution.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State of Michigan and the Resolutions 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 2000 Series A Bonds, together with all other indebtedness of the Authority is within every debt and other limits prescribed by law.

IN WITNESS WHEREOF, the Michigan State Housing Development Authority has caused this Bond to be executed in its name by the facsimile signature of its Chairperson and its corporate seal (or a facsimile thereof) to be impressed hereon and attested by the facsimile signature of its Executive Director, all as of the Date of Original Issue set forth above.

ATTEST:

MICHIGAN STATE HOUSING
DEVELOPMENT AUTHORITY

_____	By:_____
(Facsimile)	(Facsimile)
Its: Executive Director	Its: Chairperson

(Seal)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the 2000 Series A Bonds described in the within-mentioned 2000 Series A Resolution.

U.S. Bank National Association, Trustee

By:_____
Authorized Signer

[End of Auction Bond Form]

4848-9325-3302 v4 [9378-263]

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
AMENDED AND RESTATED SERIES RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF RENTAL HOUSING REVENUE BONDS, 2002 SERIES A IN AN AMOUNT NOT TO EXCEED $60,000,000

March 26, 2020

WHEREAS, the Members of the Michigan State Housing Development Authority (hereinafter referred to as the "Authority"), by Resolution adopted November 15, 1990, as amended and supplemented (the "General Resolution"), have created and established an issue of Rental Housing Revenue Bonds; and

WHEREAS, the General Resolution authorizes the issuance of such Rental Housing Revenue Bonds in one or more Series pursuant to a Series Resolution authorizing the issuance and sale of such Series; and

WHEREAS, pursuant to the General Resolution, on June 26, 2002, the Members of the Authority adopted the Series Resolution Authorizing the Issuance and Sale of Rental Housing Revenue Bonds, 2002 Series A in an Amount Not To Exceed $60,000,000, which Members of the Authority amended and supplemented on August 7, 2002, August 27, 2008, March 23, 2011, May 22, 2013 and March 26, 2020 (as amended and supplemented, the "2002 Series A Resolution"), authorizing the issuance and sale of a Series of Bonds designated "Rental Housing Revenue Bonds, 2002 Series A" (the "2002 Series A Bonds") to provide moneys to carry out the purposes of the Authority; and

WHEREAS, pursuant to a Fifth Resolution Supplementing the 2002 Series A Resolution adopted by the Members of the Authority on March 26, 2020, the Authority has approved the amendment and restatement of the 2002 Series A Resolution as set forth below to permit the 2002 Series A Bonds to be supported by a direct pay letter of credit (the "Initial Credit/Liquidity Facility") which will provide (i) credit enhancement for the 2002 Series A Bonds bearing interest at the Weekly Rate and constitute a "Credit Facility" under the 2002 Series A Resolution and (ii) liquidity support for the 2002 Series A Bonds bearing interest at the Weekly Rate and constitute a "Liquidity Facility" under the 2002 Series A Resolution; and

WHEREAS, it is necessary to amend the 2002 Series A Resolution to direct the Trustee to submit drawings on the Initial Credit/Liquidity Facility as a Credit Facility to pay the principal of, and interest on the 2002 Series A Bonds when due in addition to drawing upon the Initial Credit/Liquidity Facility as a Liquidity Facility to pay the purchase price of any 2002 Series A Bonds tendered for purchase as provided in the 2002 Series A Resolution which have not been remarketed by the Remarketing Agent; and

WHEREAS, pursuant to Section 27(*l*) of the Act, the Authority proposes to delegate to the Executive Director, the Chief Financial Officer, the Deputy Director of Finance, the Director of Legal Affairs, the Deputy Director of Legal Affairs, the Chairperson or the Vice Chairperson of the

Authority (each, together with any person duly appointed and acting in such capacity, hereinafter individually referred to as an "Authorized Representative") the power to determine certain terms and conditions of the 2002 Series A Bonds (as hereinafter defined), subject to limits established herein and in the General Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Members of the Michigan State Housing Development Authority that the 2002 Series A Resolution is amended and restated as follows:

ARTICLE I
AUTHORITY AND DEFINITIONS

101. 2002 Series A Resolution. This resolution (hereinafter referred to as the "Resolution" or the "2002 Series A Resolution") is adopted in accordance with the provisions of Article II of the General Resolution and pursuant to the authority contained in the Act.

102. Definitions. All terms which are defined in Section 103 of Article I of the General Resolution shall have the same meanings in this 2002 Series A Resolution including the preambles thereto. All terms which are defined in APPENDIX A presented to this meeting shall have the same meanings in this 2002 Series A Resolution. In addition, the following terms shall have the following meanings unless the context shall clearly indicate some other meaning:

"2002 Bonds" means, collectively, the 2002 Series A Bonds, the 2002 Series B Bonds and the 2002 Series C Bonds.

"2002 Series A Bonds" means the Bonds authorized by Article II of this Resolution.

"2002 Series B Bonds" means the Bonds authorized by Article II of the 2002 Series B Resolution.

"2002 Series B Resolution" means the resolution authorizing the issuance and sale of the Authority's Rental Housing Revenue Bonds, 2002 Series B.

"2002 Series C Bonds" means the Bonds authorized by Article II of the 2002 Series C Resolution.

"2002 Series C Resolution" means the resolution authorizing the issuance and sale of the Authority's Rental Housing Revenue Bonds, 2002 Series C.

"Agent Member" means a member of, or participant in, the Securities Depository who, in the case of Auction Bonds, will act on behalf of a Bidder.

"Alternate Credit Facility" means a replacement irrevocable direct-pay letter of credit issued by a commercial bank or other financial institution and delivered to or made available to the Trustee in accordance with Section 804 hereof for the purpose of paying the principal of and

interest on the 2002 Series A Bonds when due; which replaces the Credit Facility then in effect, *provided, however*, that any amendment, extension or renewal of the Credit Facility then in effect for the purpose of extending the Expiration Date of such Credit Facility or modifying such Credit Facility pursuant to its terms shall not be deemed to be an Alternate Credit Facility for purposes of this Resolution.

"Alternate Liquidity Facility" means a line of credit, letter of credit, standby purchase agreement or similar liquidity facility which provides for the purchase of 2002 Series A Bonds upon their optional or mandatory tender in accordance with Article IV hereof and issued by a commercial bank or other financial institution and delivered to the Trustee in accordance with Section 802 hereof which replaces a Liquidity Facility then in effect; provided, however, that any amendment, extension or renewal of the Liquidity Facility then in effect for the purpose of extending the Expiration Date of such Liquidity Facility or modifying such Liquidity Facility pursuant to its terms shall not be deemed to be an Alternate Liquidity Facility for purposes of this Resolution.

"Auction Agent" means the auctioneer appointed by the Authority to serve in such capacity in accordance with Section 902 hereof.

"Auction Agreement" shall have the meaning set forth in the Auction Procedures.

"Auction Bonds" or "PARS" means any 2002 Series A Bonds while in the Auction Rate Period.

"Auction Procedures" means the procedures for conducting auctions for Auction Bonds as described in APPENDIX A hereto.

"Auction Rate" has the meaning set forth in APPENDIX A hereto.

"Auction Rate Conversion Date" means each date on which 2002 Series A Bonds are Converted to Auction Bonds.

"Auction Rate Period" means the period during which 2002 Series A Bonds bear interest at a PARS Rate.

"Authorized Denominations" means those authorized denominations set forth in Section 205 hereof.

"Available Moneys" means, (a) if a Credit Facility is in effect, (i) moneys drawn under the Credit Facility which at all times since their receipt by the Trustee were held in a separate segregated account or accounts or subaccount or subaccounts in which no moneys (other than those drawn under the Credit Facility) were at any time held, (ii) moneys which have been paid to the Trustee by the Authority and have been on deposit with the Trustee for at least 124 days (or, if paid to the Trustee by an "affiliate," as defined in Bankruptcy Code §101(2), of the Authority, 366 days) during and prior to which no Event of Bankruptcy shall have occurred, (iii) any other moneys, if, in the opinion of nationally recognized counsel experienced in bankruptcy matters

(which opinion shall be acceptable to each Rating Agency then rating the 2002 Series A Bonds), the application of such moneys will not constitute a voidable preference in the event of the occurrence of an Event of Bankruptcy, and (iv) investment earnings on any of the moneys described in clauses (i), (ii) and (iii) of this definition; and (b) otherwise, "Available Moneys" means any moneys deposited with the Trustee.

"Bank Bonds" means 2002 Series A Bonds purchased with amounts made available under a Liquidity Facility in accordance with Section 401(e) hereof, but excluding 2002 Series A Bonds no longer considered to be Bank Bonds in accordance with the terms of the Liquidity Facility or Reimbursement Agreement, as applicable.

"Bank Rate" means the rate of interest on all Bank Bonds held by and payable to a Liquidity Facility Provider at any time as determined and calculated in accordance with the provisions of the related Liquidity Facility or Reimbursement Agreement, as applicable.

"Broker-Dealer" means, from time to time, any entity appointed by the Authority (i) that is permitted by law to perform the function of a Broker-Dealer described in this Resolution; (ii) that is a member of, or direct participant in, the Securities Depository; (iii) that has been selected by the Authority; and (iv) that is a party to a Broker-Dealer Agreement with the Auction Agent.

"Broker-Dealer Agreement" shall have the meaning set forth in the Auction Procedures.

"Business Day" means any day except Saturday, Sunday or any day (i) on which banks located in the City of Detroit, Michigan, in the city in which the corporate trust office of the Trustee to which 2002 Series A Bonds must be surrendered for payment at maturity or redemption is located, the city in which the principal office of the Remarketing Agent, if any, is located, the city in which the office of any Liquidity Facility Provider at which payments under the Liquidity Facility are to be made is located, are required or authorized to close, or the office at which drawings under the Credit Facility must be presented are located are authorized by law or executive order to close, or (ii) on which the New York Stock Exchange is closed.

"Cede & Co." means Cede & Co., the nominee of DTC, or any successor nominee of DTC with respect to the 2002 Series A Bonds.

"Closing Date" means the date on which the 2002 Series A Bonds are issued and delivered to the Purchasers.

"Code" means the Internal Revenue Code of 1986, as amended, and regulations promulgated or proposed thereunder or under prior law applicable thereto.

"Conversion Date" means: (a) when used with respect to 2002 Series A Bonds being Converted to bear interest at a Fixed Rate, the Fixed Rate Conversion Date; (b) when used with respect to any Variable Rate Period, the day on which a particular type of Variable Rate becomes effective for all or any portion of the 2002 Series A Bonds pursuant to Section 302 hereof and which is not immediately preceded by a day on which 2002 Series A Bonds bore interest at the same type of Variable Rate, except an automatic Conversion pursuant to Section 301 or 302(a)(ii)

hereof; (c) the date on which a Flexible Rate Period becomes effective for all or any portion of the 2002 Series A Bonds pursuant to Section 303 hereof following a Rate Period other than a Flexible Rate Period; and (d) when used with respect to 2002 Series A Bonds being Converted to bear interest at an Auction Rate, each Auction Rate Conversion Date.

"Convert," "Converted" or "Conversion," as appropriate, means the conversion of the Rate Period of the 2002 Series A Bonds from the then current Rate Period to another Rate Period as herein described.

"Credit Facility" means the Initial Credit/Liquidity Facility and, upon the effectiveness of any Alternate Credit Facility, such Alternate Credit Facility. If there is a Credit Facility, the same instrument must be a Credit Facility and a Liquidity Facility hereunder. If no Credit Facility is then in effect, references herein to the Credit Facility shall be disregarded.

"Credit Facility Fund" means the fund by that name established pursuant to Section 603(c).

"Credit Provider" means the Initial Credit/Liquidity Provider and, upon the effectiveness of an Alternate Credit Facility, shall mean the bank or banks, insurance company or other financial institution or financial institutions or other entity that is then a party to the Credit Facility.

"Daily Rate Period" means the period of time during which the 2002 Series A Bonds bear interest at a Daily Rate.

"Daily Rate" means the rate of interest to be borne by the 2002 Series A Bonds as described in Section 302(b) hereof.

"DTC" means The Depository Trust Company, New York, New York.

"Event of Bankruptcy" means any of the following events:

(i) the Authority (or any other Person obligated, as guarantor or otherwise, to make payments on the 2002 Series A Bonds or under the Reimbursement Agreement, or an "affiliate" of the Authority as defined in Bankruptcy Code §101(2) but excluding a Credit Provider or a Liquidity Facility Provider) shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the Authority (or such other Person) or of all or any substantial part of their respective property, (b) commence a voluntary case under the Bankruptcy Code, or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(ii) a proceeding or case shall be commenced, without the application or consent of the Authority (or any other Person obligated, as guarantor or otherwise, to make payments on the 2002 Series A Bonds or under the Reimbursement Agreement, or an "affiliate" of the Authority as defined in Bankruptcy Code §101(2) but excluding a Credit Provider or a Liquidity Facility Provider) in any court of competent jurisdiction, seeking (a) the liquidation, reorganization, dissolution, winding up, or composition or adjustment of debts, of the Authority (or

any such other Person), (b) the appointment of a Trustee, receiver, custodian, liquidator or the like of the Authority (or any such other Person) or of all or any substantial part of their respective property, or (c) similar relief in respect of the Authority (or any such other Person) under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts.

"Expiration Date" means (i) the date upon which a Credit Facility or a Liquidity Facility is scheduled to expire (taking into account any extensions of such Expiration Date) in accordance with its terms, (ii) the date upon which a Credit Facility or a Liquidity Facility terminates following voluntary termination by the Authority, or (iii) the date upon which a Credit Facility or a Liquidity Facility otherwise terminates in accordance of its terms.

"Favorable Opinion of Bond Counsel" means an Opinion of Bond Counsel addressed to the Authority and the Trustee (with a copy to the Liquidity Facility Provider, if any) to the effect that the action proposed to be taken is authorized or permitted by this 2002 Series A Resolution and will not adversely affect the legality or validity of the 2002 Series A Bonds or the exclusion of interest on the 2002 Bonds from gross income for federal income tax purposes.

"Fixed Rate" means the rate at which 2002 Series A Bonds shall bear interest from and including the applicable Fixed Rate Conversion Date to the maturity date thereof pursuant to Section 305 hereof.

"Fixed Rate Conversion Date" means each day on which all or any portion of the 2002 Series A Bonds are Converted to bear interest at a Fixed Rate pursuant to Section 305 hereof, which Fixed Rate Conversion Date shall be (a) in the event of Conversion from a Variable Rate Period, the Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is made, (b) in the event of Conversion from a Flexible Rate Period, the Interest Payment Date on which interest is payable on all 2002 Series A Bonds being Converted to the Fixed Rate or (c) in the event of Conversion from an Auction Period, the Interest Payment Date specified in Section 305(b) hereof.

"Fixed Rate Period" means each period during which 2002 Series A Bonds bear interest at the Fixed Rate.

"Flexible Rate" means, when used with respect to any particular 2002 Series A Bond, the interest rate determined for each Flexible Rate Period (except the last day thereof) applicable thereto pursuant to Section 303 hereof.

"Flexible Rate Conversion Date" means each day on which all or any portion of the 2002 Series A Bonds bear interest at Flexible Rates which is immediately preceded by a day on which such 2002 Series A Bonds did not bear interest at Flexible Rates and which Flexible Rate Conversion Date shall be an Interest Payment Date on which interest is payable for the Variable Rate Period or Auction Period from which the Conversion is to be made.

"Flexible Rate Period" means each period during which a 2002 Series A Bond bears interest at a Flexible Rate.

"Initial Credit/Liquidity Provider" means Bank of America, N.A., and its successors and assigns.

"Initial Credit/Liquidity Facility" means the irrevocable direct pay letter of credit issued by the Initial Credit/Liquidity Provider in favor of the Trustee pursuant to the Initial Reimbursement Agreement to provide credit enhancement and liquidity support for the 2002 Series A Bonds bearing interest in the Weekly Rate. The Initial Credit/Liquidity Facility shall constitute a Credit Facility and a Liquidity Facility under this 2002 Series A Resolution and all references to a "Credit Facility" and "Liquidity Facility" hereunder shall include the Initial Credit/Liquidity Facility.

"Initial Reimbursement Agreement" means the Reimbursement Agreement dated as of April 1, 2020, between the Authority and the Initial Credit/Liquidity Provider, as it may be amended or modified from time to time.

"Interest Coverage Requirement" means the following applicable interest coverages required to be in effect with respect to a Credit Facility or Liquidity Facility: (a) during the Initial Period and when the 2002 Series A Bonds bear interest or are to be Converted to bear interest at the Daily Rate or the Weekly Rate – not less than 34 days' of interest at 14% on a 365 day year or such other minimum period specified by the Rating Agencies as necessary to obtain (or maintain) a specified rating on the 2002 Series A Bonds, (b) if the 2002 Series A Bonds are to be Converted to bear interest at the Flexible Rate (if the Flexible Rate Period is longer than 270 days in duration) – not less than 184 days' of interest at 14% on a 365 day year or such other minimum period specified by the Rating Agencies as necessary to obtain (or maintain) a specified rating on the 2002 Series A Bonds, and (c) if the 2002 Series A Bonds are to be Converted to bear interest at the Flexible Rate (if the Flexible Rate Period is 270 days or less in duration) – not less than the actual number of days set to elapse in the Flexible Rate Period at 14% on a 365 day year or such other minimum period specified by the Rating Agencies as necessary to obtain (or maintain) a specified rating on the 2002 Series A Bonds.

"Interest Payment Date" means (a) when used with respect to 2002 Series A Bonds bearing interest at the Daily or Weekly Rate, the first Business Day of each calendar month to which interest at such rate has accrued; (b) when used with respect to 2002 Series A Bonds bearing interest at the Fixed Rate, each April 1 and October 1 which is at least 120 days following the Fixed Rate Conversion Date; (c) when used with respect to any particular 2002 Series A Bond bearing interest at a Flexible Rate, the last day of each Flexible Rate Period applicable thereto (and each April 1 and October 1 during a Flexible Rate Period which is longer than 270 days in duration); (d) when used with respect to Bank Bonds, the dates specified in the Liquidity Facility or Reimbursement Agreement, as applicable; (e) when used with respect to Auction Bonds, each Auction Bond Interest Payment Date; (f) each Conversion Date; and (g) when used with respect to any 2002 Series A Bond, its stated maturity date or the date on which it is earlier paid.

"Interest Rate" means a Daily, Weekly, Flexible, Auction or Fixed Rate.

"Letter of Credit" means an unconditional irrevocable letter of credit issued by a domestic or foreign bank which qualifies as a Cash Equivalent under the General Resolution, and which

provides for a draw down in the full amount upon its expiration date at the option of the Authority in the absence of a renewal of such letter of credit or if the Authority does not deliver to the Trustee a replacement Letter of Credit.

"Liquidity Facility" means the Initial Credit/Liquidity Facility and, upon the effectiveness of any Alternate Liquidity Facility, such Alternate Liquidity Facility The same instrument may be a Liquidity Facility and a Credit Facility hereunder. If no Liquidity Facility is then in effect, references herein to the Liquidity Facility shall be disregarded.

"Liquidity Facility Bonds" means any 2002 Series A Bond (other than 2002 Series A Bonds bearing interest at a Fixed Rate or an Auction Rate) which the Authority designates as such in the Purchase Contract or pursuant to a notice delivered pursuant to Section 405 herein. As of the Restated Resolution Effective Date, "Liquidity Facility Bonds" shall mean all 2002 Series A Bonds bearing interest at the Weekly Rate.

"Liquidity Facility Provider" means the Initial Credit/Liquidity Provider and, upon the effectiveness of an Alternate Liquidity Facility, shall mean the commercial bank or other financial institution issuing (or having primary obligation, or acting as agent for the financial institutions obligated, under) a Liquidity Facility then in effect.

"Mandatory Credit/Liquidity Tender" means the mandatory tender of the 2002 Series A Bonds pursuant to Section 404(a) upon receipt by the Trustee of written notice from the Credit Provider or the Liquidity Facility Provider, as applicable, that (i) an event with respect to the Credit Facility or the Liquidity Facility has occurred which requires or gives such Credit Provider or Liquidity Facility Provider the option to terminate such Credit Facility or Liquidity Facility upon notice or (ii) the amount of an interest drawing under the Credit Facility will not be reinstated and directing the Trustee to call the 2002 Series A Bonds for mandatory tender pursuant to Section 404(a). Mandatory Credit/Liquidity Tender shall not include circumstances, if any, where the Liquidity Facility Provider may suspend or terminate its obligations to purchase securities without notice, in which case there will be no mandatory tender.

"Maximum Rate" means (a) with respect to 2002 Series A Bonds other than Bank Bonds, 14% per annum, and (b) with respect to Bank Bonds, the rate set forth in a Liquidity Facility or Reimbursement Agreement, as applicable, not to exceed 25% per annum; provided, however, that in no event shall such rate in either case exceed the maximum rate permitted by applicable law.

"Principal Payment Date" means any date on which principal on the 2002 Series A Bonds is due and payable, whether at maturity, upon acceleration or upon redemption.

"Purchase Contract" shall have the meaning set forth in Section 206 hereof.

"Purchase Fund" means the fund established by Section 602.

"Purchasers" has the meaning set forth in Section 206 hereof..

"Rate Determination Date" means the date on which the interest rate for the Rate Period following each such Rate Determination Date is determined, as described in this Resolution.

"Rate Period" means a Daily Rate Period, a Weekly Rate Period, a Flexible Rate Period, an Auction Rate Period or a Fixed Rate Period.

"Record Date" means (a) with respect to any Interest Payment Date in respect of a 2002 Series A Bond during (i) a Daily Rate Period, such Interest Payment Date, (ii) a Weekly Rate Period, the Business Day preceding such Interest Payment Date, (iii) an Auction Period (A) which is an Auction Period other than a daily Auction Period, the second Business Day preceding an Interest Payment Date therefor and (B) which is a daily Auction Period, the last Business Day of the month preceding an Interest Payment Date therefor, and (iv) a Flexible Rate Period, the Business Day preceding such Interest Payment Date, and (b) with respect to a 2002 Series A Bond bearing interest at a Fixed Rate, the tenth day preceding such Interest Payment Date.

"Reimbursement Agreement" means the Initial Reimbursement Agreement and, if an Alternate Credit Facility is issued, any reimbursement agreement, credit agreement, line of credit agreement, standby purchase agreement or other agreement relating to the Credit Facility and/or Liquidity Facility, by and between the Credit Provider and the Authority.

"Remarketing Agent" means BofA Securities, Inc. or such other remarketing agent selected by an Authorized Representative, or any successor remarketing agent appointed in accordance with Section 901 hereof and any permitted successor thereto. "Principal Office" of the Remarketing Agent means the office thereof designated in writing to the Authority and the Trustee.

"Remarketing Agreement" means the remarketing agreement dated as of the Closing Date, to be entered into by the Authority and the Remarketing Agent, as from time to time amended and supplemented with the consent of the Liquidity Facility Provider, if any. In the event that a successor remarketing agent is appointed pursuant to Section 901 hereof, "Remarketing Agreement" means the remarketing agreement between such successor remarketing agent and the Authority, as from time to time amended and supplemented.

"Restated Resolution Effective Date" means the effective date of this Amended and Restated 2002 Series A Resolution in accordance with the terms of Section 401 of the supplemental resolution relating to the 2002 Series A Resolution approved by the Authority on March 26, 2020.

"Securities Depository" means (i) DTC and its successors and assigns, if any, or (ii) any other securities depository which agrees to follow the procedures required to be followed by a securities depository in connection with the 2002 Series A Bonds and which is selected by the Authority as provided in Section 703(c).

"Serial Bonds" means the 2002 Series A Bonds, if any, which are redesignated as Serial Bonds as of any Fixed Rate Conversion Date as provided in Section 203 hereof.

"Special Auction Period" shall have the meaning set forth in the Auction Procedures.

"Special Record Date" means the date and time established by the Trustee for determinations of which Holders shall be entitled to receive overdue interest on the 2002 Series A Bonds pursuant to Section 203(b)(iii) hereof.

"Surety Bond" or "Surety" means a surety bond which (i) qualifies as a Cash Equivalent under the General Resolution, (ii) guarantees certain payments into the Capital Reserve Fund with respect to the Bonds as provided therein and subject to the limitations set forth therein, and (iii) is not subject to cancellation by the provider.

"Term Bonds" means the 2002 Series A Bonds issued as Term Bonds as authorized under Section 203 hereof, which have not been redesignated as Serial Bonds.

"Variable Rate" means, as the context requires, the Daily or Weekly Rate applicable to 2002 Series A Bonds.

"Variable Rate Conversion Date" means each day on which all or any portion of the 2002 Series A Bonds bear interest at a Variable Rate pursuant to Section 302(d), (e) or (f) hereof which is immediately preceded by a day on which such 2002 Series A Bonds did not bear interest at the same Variable Rate.

"Variable Rate Period" means each period during which 2002 Series A Bonds bear interest at a specific Variable Rate.

"Weekly Rate" means the interest rate to be determined for 2002 Series A Bonds on a weekly basis pursuant to Sections 203 and 302(c) hereof.

"Weekly Rate Conversion Date" means each day on which all or any portion of the 2002 Series A Bonds bear interest at a Weekly Rate pursuant to Section 302(d), (e) or (f) hereof which is immediately preceded by a day on which such 2002 Series A Bonds did not bear interest at a Weekly Rate. The effective date of an automatic Conversion to the Weekly Rate pursuant to Section 302(a)(ii) hereof shall be deemed to be a Weekly Rate Conversion Date.

"Weekly Rate Index" means a percentage per annum equal to one hundred five percent (105%) of the most recent seven day Securities Industry and Financial Markets Association Municipal Swap Index published in The Bond Buyer or otherwise made available to the Trustee."

"Weekly Rate Period" means each period during which 2002 Series A Bonds bear interest at a Weekly Rate.

ARTICLE II
AUTHORIZATION OF 2002 Series A BONDS

201. Principal Amount, Designation and Series. A Series of Bonds is hereby authorized to be issued pursuant to the provisions of the General Resolution in an aggregate principal amount

not to exceed $60,000,000, and shall be designated "*Rental Housing Revenue Bonds, 2002 Series A*."

202. Purpose. The 2002 Series A Bonds are being issued for the purposes of: (i) financing Mortgage Loans; and (ii) making a deposit to the Capital Reserve Fund (unless a Cash Equivalent is provided in lieu of such deposit, as provided in Section 601 hereof, or sufficient moneys are on deposit therein).

203. Interest Rates, Principal Amounts and Maturity Dates. (a) The 2002 Series A Bonds shall be dated and shall be issued on or before July 1, 2002, as determined by an Authorized Representative. The 2002 Series A Bonds shall be issued as interest bearing Bonds and not as Capital Appreciation Bonds. All of the 2002 Series A Bonds shall be initially issued as Term Bonds which shall mature on any April 1 or October 1 in the years and principal amounts and shall bear interest as approved by an Authorized Representative, and may remain as Term Bonds or become Serial Bonds or any combination of Serial Bonds and Term Bonds in connection with a Conversion of 2002 Series A Bonds to Fixed Rate Bonds which shall mature on any April 1 or October 1 in the years and principal amounts as approved by an Authorized Representative, which approval shall be evidenced by execution of the Purchase Contract by any Authorized Representative. The initial Rate Period for the 2002 Series A Bonds shall be a Weekly Rate Period, and all of the 2002 Series A Bonds shall initially bear interest at the Weekly Rate, determined as provided in Section 301 hereof and payable on the applicable Interest Payment Date.

(b) Subject to the further provisions of Article III hereof, each 2002 Series A Bond shall bear interest and be payable as to interest as follows:

(i) Each 2002 Series A Bond shall bear interest (at the applicable rate determined pursuant to Article III hereof) computed from (A) the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid, or (B) the last preceding Interest Payment Date to which interest has been paid (or the Closing Date if no interest thereon has been paid) in all other cases, and in either case (C) to and including the day (whether or not a Business Day) immediately preceding each Interest Payment Date on which interest is being paid.

(ii) Subject to the provisions of subparagraph (iii) below, the interest due on any 2002 Series A Bond on any Interest Payment Date shall be paid to the Holder of such 2002 Series A Bond as shown on the registration books kept by the Trustee as of the regular Record Date. The amount of interest payable on any Interest Payment Date shall be computed (A) for each daily Auction Period, seven-day Auction Period, 28-day Auction Period or 35-day Auction Period on the basis of a 360-day year for the number of days actually elapsed and, for each semiannual Auction Period or Special Auction Period, on the basis of a 360-day year consisting of twelve 30-day months, (B) on the basis of a 365- or 366-day year for the number of days actually elapsed with respect to Flexible, Daily and Weekly Rate Periods, and (C) on the basis of a 360-day year consisting of twelve 30-day months with respect to a Fixed Rate Period.

(iii) If the funds available under the General Resolution are insufficient on any Interest Payment Date to pay the interest then due, the regular Record Date shall no longer be applicable with respect to the 2002 Series A Bonds. If sufficient funds for the payment of such

overdue interest thereafter become available, the Trustee shall promptly establish a special interest payment date for the payment of the overdue interest and a Special Record Date (which shall be a Business Day) for determining the Holders entitled to such payments. Notice of such date so established shall be given by first-class mail by the Trustee to each Holder at least ten (10) days prior to the Special Record Date, but not more than thirty (30) days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date (which date shall be deemed to be an Interest Payment Date) to the Holder, as shown on the registration books kept by the Trustee as of the close of business on the Special Record Date.

(iv) All payments of interest on the 2002 Series A Bonds shall be paid to the persons entitled thereto pursuant to Section 203(b)(ii) or Section 203(b)(iii) hereof on the Interest Payment Date in immediately available funds.

(c) (i) Any Holder may elect to have the principal or Redemption Price of and interest on its 2002 Series A Bonds bearing interest at Auction, Daily, Weekly, or Fixed Rates paid by wire transfer to a bank within the continental United States or deposited to a designated account that is maintained with the Trustee; provided, however, that such Holder shall have provided wire transfer instructions to the Trustee prior to the Interest Payment Date; provided further, that each such 2002 Series A Bond must be presented to the Trustee in order for the Holder to receive payment of principal or Redemption Price.

(ii) Interest accrued during any Flexible Rate Period shall be paid in immediately available funds, but only upon presentation and surrender of 2002 Series A Bonds to the Trustee, by wire transfer to a bank within the continental United States or direct deposit to a designated account that is maintained with the Trustee pursuant to directions given by the Holder to the Trustee on or prior to the Interest Payment Date.

(d) In making the determination with respect to interest rates and the maturities of the 2002 Series A Bonds, and the compensation to be paid to the Purchasers in connection with the issuance and sale of the 2002 Series A Bonds, the Authorized Representative making such determinations shall be limited as follows:

(i) The rate of interest on any 2002 Series A Bond shall not at any time exceed the Maximum Rate.

(ii) The rate of interest on any 2002 Series A Bond during the initial Weekly Rate Period shall not exceed 6.00% per annum.

(iii) The compensation to be paid to the Purchasers shall not be more than 1.00% of the original principal amount of the 2002 Series A Bonds.

(iv) The schedule of maturities and the amount of each maturity for the 2002 Series A Bonds, taking into account the Redemption Requirements, if any, established pursuant to Section 501 hereof, shall be established in a manner that will permit the Authorized Representative to file the Cash Flow Statement required by Section 914 of the General Resolution.

(v) The final maturity of the 2002 Series A Bonds shall not be later than April 1, 2037.

(vi) The maximum amount of scheduled principal payments (adjusted for any previously scheduled Redemption Requirements) and Redemption Requirements due on any April 1 or October 1 (or, if the 2002 Series A Bonds are (A) in an Auction Rate Period and such April 1 or October 1 is not an Interest Payment Date, the Interest Payment Date immediately preceding such April 1 or October 1 or (B) in a Variable Rate Period or a Flexible Rate Period and such April 1 or October 1 is not an Interest Payment Date, the Interest Payment Date immediately following such April 1 or October 1 in the case of Redemption Requirements) shall not exceed $2,500,000.

(e) Subject to the limitations set forth in subsection (d) above, scheduled principal payments and Redemption Requirements may be revised upon Conversion of all or any portion of the 2002 Series A Bonds to an Auction Rate, Flexible Rates or a Fixed Rate pursuant to Sections 302,303, 304 or 305 hereof to the extent and in the manner provided in the Purchase Contract.

204. [RESERVED]

205. Denominations, Numbers and Letters. (a) The 2002 Series A Bonds shall be issued as fully-registered bonds in the Authorized Denominations set forth in subsection (b) below. The 2002 Series A Bonds shall be lettered and numbered in consecutive numerical order from "A-1" upwards, except that, in connection with any Conversion Date, the Authority may determine that the 2002 Series A Bonds for which such date is a Conversion Date should bear a new designation after such Conversion Date and, if it should so determine, the Authority shall advise the Trustee of the new designation. References in this 2002 Series A Resolution, unless the context requires otherwise, include 2002 Series A Bonds as redesignated pursuant to this Section 205.

(b) The 2002 Series A Bonds shall be issuable in fully-registered form, in denominations of (i) during an Auction Period, of $25,000 and any integral multiple of $5,000 in excess thereof, (ii) during a Variable Rate Period, $100,000 or integral multiples of $5,000 in excess of $100,000, (iii) during a Flexible Rate Period, $100,000 and any integral multiple of $1,000 in excess of $100,000, and (iv) on and after the Fixed Rate Conversion Date, $5,000 or integral multiples thereof (each "Authorized Denominations"). If the interest rate on the 2002 Series A Bonds is automatically Converted to a Weekly Rate, as provided in 302(a)(ii) hereof, 2002 Series A Bonds then Outstanding which were in Authorized Denominations immediately prior to such automatic Conversion shall be deemed to be temporarily in Authorized Denominations following such automatic Conversion.

(c) Each 2002 Series A Bond shall be dated as of the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid, and in all other cases the last preceding Interest Payment Date to which interest has been paid (or the Closing Date if no interest thereon has been paid).

206. Sale of 2002 Series A Bonds. An Authorized Representative is authorized to negotiate and execute, on behalf of the Authority, a Contract of Purchase (the "Purchase

Contract"), in substantially the form presented to this meeting, with such changes as may be necessary or desirable, permitted by the Act and otherwise by law, and not materially adverse to the Authority, for purchase of the 2002 Series A Bonds at the price set forth therein (which shall not be less than 100% of the principal amount thereof), with Goldman, Sachs & Co., on behalf of itself and such underwriters as may be named in the Purchase Contract (said underwriters collectively called the "Purchasers"). Approval of the Purchase Contract, and the purchase price set forth therein, shall be evidenced by the execution of the Purchase Contract by an Authorized Representative.

207. Liquidity Facility.

(a) Payment of the purchase price of 2002 Series A Bonds bearing interest at a Variable Rate or at a Flexible Rate shall be made pursuant to a Liquidity Facility delivered by a Liquidity Facility Provider, subject to Section 802. An Authorized Representative is authorized to select a Liquidity Facility Provider and to negotiate and execute the Liquidity Facility, if any, substantially in the form of a standby bond purchase agreement, line of credit or letter of credit previously approved by the Authority in connection with any Series of Bonds, with such changes in such document as may be necessary or desirable, permitted by the Act and otherwise by law, and are not materially adverse to the Authority, taking into account the benefits to be derived by the Authority from the issuance of the 2002 Series A Bonds, and subject to the following additional conditions:

(i) The initial annual fees to be paid in respect of the Initial Credit/Liquidity Facility shall not exceed 1.00% of the available commitment thereunder; provided, however, that such fees may be increased pursuant to the provisions of the Liquidity Facility.

(ii) The available commitment under the Liquidity Facility shall not exceed an amount equal to the sum of (A) the principal amount of the 2002 Series A Bonds and (B) the Interest Coverage Requirement with respect to such principal amount.

(b) Any Authorized Representative hereby is authorized to obtain any amendment to any Liquidity Facility in respect of 2002 Series A Bonds bearing interest at a Variable Rate or a Flexible Rate, and to execute and deliver the same.

(c) The initial annual fees to be paid in respect of any Alternate Liquidity Facility shall not exceed 3.00% of the available commitment thereunder; provided, however, that such fees may be increased in accordance with the provisions of such Alternate Liquidity Facility.

208. Credit Facility.

(a) For so long as 2002 Series A Bonds bearing interest at a Variable Rate are supported by a Credit Facility, payment of the principal and interest on the 2002 Series A Bonds shall be made pursuant to a Credit Facility delivered by a Credit Provider, subject to Section 804. If a Credit Facility supports 2002 Series A Bonds during a Variable Rate Period, such Credit Facility must support all 2002 Series A Bonds. As of the Restated Resolution Effective Date, the 2002 Series A Bonds shall bear interest at the Weekly Rate and shall be supported by the Initial Credit/Liquidity Facility. An Authorized Representative is authorized to select a Credit Provider

and to negotiate and execute the Credit Facility (and/or the related Reimbursement Agreement), if any, substantially in the form of an irrevocable direct pay letter of credit approved by the Authority in connection with the 2002 Series A Bonds, with such changes in such document as may be necessary or desirable, permitted by the Act and otherwise by law, and are not materially adverse to the Authority, taking into account the benefits to be derived by the Authority from the issuance of the 2002 Series A Bonds, and subject to the following additional conditions:

(i) The initial annual fees to be paid in respect of the Initial Credit/Liquidity Facility shall not exceed 1.00% of the available commitment thereunder; provided, however, that such fees may be increased pursuant to the provisions of such Credit Facility.

(ii) The available commitment under any Credit Facility shall not exceed an amount equal to the sum of (A) the principal amount of the 2002 Series A Bonds and (B) the Interest Coverage Requirement with respect to such principal amount.

(b) Any Authorized Representative hereby is authorized to obtain any amendment to any Credit Facility in respect of 2002 Series A Bonds bearing interest at a Variable Rate, and to execute and deliver the same.

(c) The initial annual fees to be paid in respect of any Alternate Credit Facility shall not exceed 3.00% of the available commitment thereunder; provided, however, that such fees may be increased in accordance with the provisions of such Alternate Credit Facility.

ARTICLE III
INTEREST RATES ON 2002 Series A BONDS

301. Initial Interest Rate; Subsequent Rates. The 2002 Series A Bonds shall initially bear interest at a Weekly Rate. The initial Weekly Rate shall be approved by an Authorized Representative and shall be determined pursuant to the Purchase Contract, and the approval of such Weekly Rate or the method of establishing such Weekly Rate shall be evidenced by execution of the Purchase Contract by the Authority. Thereafter, the Weekly Rate shall be determined in accordance with Section 302(c) hereof. The Interest Rate borne by the 2002 Series A Bonds may be Converted from time to time to another type of Interest Rate as hereinafter provided. In the event of a failure to effect a proposed Conversion to another type of Interest Rate pursuant to Section 302, 303, 304 or 305 hereof, the Interest Rate on the 2002 Series A Bonds to have been Converted shall be automatically Converted to (a) a seven-day Auction Period and will bear interest at the Maximum PARS Rate as defined in the Auction Procedures if the Conversion was to have been made from an Auction Period and (b) a Weekly Rate and shall bear interest at the Weekly Rate set in accordance with Section 302(c) hereof from the date on which such Conversion was to have occurred, which date shall be deemed to be the first day of the Weekly Rate Period, if the Conversion was to have been made from a Variable Rate Period or a Flexible Rate Period.

302. Variable Rates; Conversion to Variable Rate Periods.

(a) Determination by Remarketing Agent. Subject to the further provisions of this Article III with respect to particular Variable Rates or Conversions to or between Variable

Rate Periods, the Variable Rate to be applicable to 2002 Series A Bonds during any Variable Rate Period shall be determined by the Remarketing Agent.

(i) In each case, subject to the provisions of Section 306 hereof, the Variable Rate for a Variable Rate Period in question shall be determined by the Remarketing Agent on the date or dates and at the time or times required pursuant to subsection (b) or (c) below, whichever is applicable.

(ii) Each Variable Rate shall be determined by the Remarketing Agent as the lowest rate of interest which, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would permit the applicable 2002 Series A Bonds to be sold at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus any accrued interest thereon as of the effective date of such rate; provided that, if the Remarketing Agent fails for any reason to determine the Variable Rate for any Variable Rate Period when required hereunder, or any Variable Rate fails to become effective, the Interest Rate on such 2002 Series A Bonds shall be automatically Converted to a Weekly Rate, the Weekly Rate for such Weekly Rate Period shall be the Weekly Rate Index, and the Trustee shall as soon as practicable send notice by first class mail to the Holders stating that such automatic Conversion has occurred, the effective date thereof, and the manner in which the Weekly Rate for such Weekly Rate Period is being determined.

(iii) In no event shall the Variable Rate for any Variable Rate Period exceed the Maximum Rate.

(iv) All determinations of Variable Rates pursuant to this Section shall be conclusive and binding upon the Authority, the Trustee and the Holders of the 2002 Series A Bonds. The Authority, the Trustee and the Remarketing Agent shall not be liable to any Holders for failure to give any notice required in this Section 302 or for failure of any Holders to receive any such notice.

(b) Daily Rates. A Daily Rate shall be determined for each Daily Rate Period as follows:

(i) The Daily Rate shall be effective for one day. Subject to the provisions of Section 302(a)(ii) hereof, each such Daily Rate shall be determined by the Remarketing Agent by 11:30 a.m., New York City time, on each Business Day.

(ii) Subject to the provisions of Section 306 hereof, notice of each Daily Rate shall be given by the Remarketing Agent to the Authority and the Trustee by telephone or facsimile transmission not later than the close of business on the same Business Day, and written notice of Daily Rates determined shall be given by the Remarketing Agent to the Authority and the Trustee on the Business Day prior to each Interest Payment Date on which interest at a Daily Rate or Daily Rates is required to be paid.

(iii) Subject to the provisions of Section 306 hereof, written notice of Daily Rates shall be given by the Trustee to the Liquidity Facility Provider and each Holder

requesting such information within seven (7) Business Days after each Interest Payment Date on which interest at a Daily Rate or Daily Rates was paid.

(c) Weekly Rates. A Weekly Rate shall be determined for each Weekly Rate Period as follows:

(i) Weekly Rate Periods shall commence on Thursday of each week and end on Wednesday of the following week, except that (A) if a Weekly Rate Period is the initial Rate Period for any 2002 Series A Bonds, such Weekly Rate Period shall commence on the Closing Date and end on Wednesday of the following week; (B) in the case of a Conversion to a Weekly Rate Period from an Auction Period, from a different Variable Rate Period or from Flexible Rate Periods, such Weekly Rate Period shall commence on the last Interest Payment Date in respect of the immediately preceding Rate Period or Rate Periods and end on Wednesday of the following week; (C) in the case of a Conversion from a Weekly Rate Period to a different Rate Period, the last Weekly Rate Period prior to Conversion shall end on the last day immediately preceding the Conversion Date to the new Rate Period; (D) if a Weekly Rate Period occurs by virtue of the automatic Conversion to a Weekly Rate as provided in Section 301 or 302(a)(ii) hereof, such Weekly Rate Period shall commence on the effective date of such automatic Conversion; and (E) in the event a Weekly Rate Period is the final Rate Period with respect to a 2002 Series A Bond, such Weekly Rate Period shall end on the stated maturity date of the 2002 Series A Bond or the date of earlier redemption thereof.

(ii) The Weekly Rate for each Weekly Rate Period shall be effective from and including the commencement date of such period and shall remain in effect through and including the last day thereof. Subject to the provisions of Section 302(a)(ii) hereof, each such Weekly Rate shall be determined by the Remarketing Agent by 11:00 a.m. New York City time on the commencement date of the Weekly Rate Period to which it relates (unless such day is not a Business Day, in which case, by 4:00 p.m. New York City time on the first Business Day preceding the commencement date of the Weekly Rate Period to which it relates).

(iii) Subject to the provisions of Section 306 hereof, notice of each Weekly Rate shall be given by the Remarketing Agent to the Authority and the Trustee by telephone or facsimile transmission not later than the close of business on the first Business Day immediately preceding the commencement date of the Weekly Rate Period to which it relates, and written notice of Weekly Rates determined for each Weekly Rate Period shall be given by the Remarketing Agent to the Authority and the Trustee on the Business Day prior to each Interest Payment Date on which interest at a Weekly Rate or Weekly Rates is required to be paid.

(iv) Subject to the provisions of Section 306 hereof, written notice of Weekly Rates determined for each Weekly Rate Period shall be given by the Trustee to the Liquidity Facility Provider and each Holder requesting such information within seven (7) Business Days after each Interest Payment Date on which interest at a Weekly Rate or Weekly Rates was paid.

(d) Conversions Between Variable Rate Periods. All or any portion of the 2002 Series A Bonds may be Converted from one Variable Rate Period to another Variable Rate Period at the election of the Authority, but with the prior written consent of the Bond Insurer, as follows:

(i) In any such case, the Conversion Date to a different Variable Rate Period shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is to be made;

(ii) It is a condition to each Conversion that the interest component of the Liquidity Facility after such Conversion be at least equal to the applicable Interest Coverage Requirement.

(iii) [RESERVED]

(iv) The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider, the Credit Provider, if any, and the Remarketing Agent not less than twenty (20) days prior to the proposed Conversion Date. Such notice shall specify the proposed Conversion Date and the Variable Rate Period to which the Conversion will be made, the principal amount of 2002 Series A Bonds to be Converted, and the Rate Periods from which 2002 Series A Bonds to be Converted shall be selected by the Trustee (to the extent the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto). If only a portion of the 2002 Series A Bonds is to be Converted, then the Trustee shall select the 2002 Series A Bonds to be Converted from such Rate Periods specified in such notice (to the extent that the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto). Together with such notice, the Authority shall file with the Bond Insurer, the Remarketing Agent, the Liquidity Facility Provider and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion from one Variable Rate Period to another Variable Rate Period. No Conversion shall become effective unless on or before the proposed Conversion Date the Authority shall also file with the Bond Insurer, the Remarketing Agent, the Liquidity Facility Provider, the Credit Provider, if any, and the Trustee a Favorable Opinion of Bond Counsel substantially in the form required by the immediately preceding sentence dated the Conversion Date.

(v) Not less than fifteen (15) days prior to the Conversion Date, the Trustee shall mail (by first class mail) a written notice, prepared by the Authority, of the Conversion to the Holders of the 2002 Series A Bonds to be Converted, which notice shall: (A) specify the Conversion Date; (B) notify such holders that the Variable Rate Bonds to be Converted will be subject to mandatory tender for purchase on such Conversion Date at a price equal to 100% of the principal amount of such Variable Rate Bonds, plus interest accrued and unpaid thereon to, but not including the Conversion Date; (C) notify such holders that in the event of a failed Conversion, such Variable Rate Bonds will not be subject to mandatory tender, will be returned to their Owners, will automatically Convert to a Weekly Rate and will bear interest at the Weekly Rate from the date on which such Conversion was to have occurred; (D) set forth the time, the place and the manner for tendering such Variable Rate Bonds for purchase; and (E) set forth any other matters required to be stated pursuant to this 2002 Series A Resolution or the General Resolution with respect to purchases of 2002 Series A Bonds.

(vi) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be determined by the Remarketing Agent in the manner provided in subsection (a) above on the date set forth in subsection (b) or (c) above, whichever is applicable to the Variable Rate Period to which the Conversion shall be made.

(e) Conversions to Variable Rate Period from Flexible Rate Periods. All or any portion of the 2002 Series A Bonds may be Converted from Flexible Rate Periods to a Variable Rate Period at the election of the Authority, but with the prior written consent of the Bond Insurer, as follows:

(i) The Conversion Date shall be a day which is the last Interest Payment Date on which interest is payable for all Flexible Rate Periods theretofore established pursuant to Section 303 hereof for the 2002 Series A Bonds being so Converted.

(ii) The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider, the Credit Provider, if any, and the Remarketing Agent no fewer than twenty (20) days prior to the proposed Conversion Date. Such notice shall specify the proposed Conversion Date, the Variable Rate Period to which the Conversion will be made, the principal amount of the 2002 Series A Bonds to be Converted, and the Rate Periods from which the 2002 Series A Bonds shall be Converted. If only a portion of the 2002 Series A Bonds bearing interest in any Rate Period is to be Converted, then the Trustee shall select the 2002 Series A Bonds to be Converted from such Rate Periods specified in such notice (to the extent that the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto). Together with such notice, the Authority shall file with the Bond Insurer, the Remarketing Agent, the Liquidity Facility Provider and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of the Flexible Rate Bonds to Variable Rate Bonds. No Conversion shall become effective unless on or before the proposed Conversion Date the Authority shall also file with the Bond Insurer, the Remarketing Agent, the Liquidity Facility Provider, the Credit Provider, if any, and the Trustee a Favorable Opinion of Bond Counsel substantially in the form required by the immediately preceding sentence dated the Conversion Date. The Trustee shall give notice of Conversion to the Holders of the 2002 Series A Bonds to be Converted not less than fifteen (15) days prior to the Conversion Date in the manner prescribed by Section 302(d)(v) hereof. Notwithstanding the foregoing, however, no Conversion shall be effected unless, prior to the date on which such notice is required to be given by the Trustee, the Trustee shall have received written confirmation from the Remarketing Agent to the effect that it has not established and will not establish any Flexible Rate Periods extending beyond the Conversion Date for 2002 Series A Bonds which are to be Converted.

(iii) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be established and notice thereof shall be given in the same manner as is provided for Conversions from one Variable Rate Period to another pursuant to subsection 302(d)(vi) above.

(iv) It is a condition to each Conversion that the interest component of the Liquidity Facility after such Conversion be at least equal to the applicable Interest Coverage Requirement.

(f) Conversion to Variable Rate Period from Auction Rate Period. At the option of the Authority, but with the prior written consent of the Bond Insurer, all or any portion of the Auction Bonds (in an amount which is an Authorized Denomination for the Variable Rate Period and, which, in the event of a partial Conversion, leaves at least $10,000,000 of 2002 Series A Bonds bearing interest at a PARS Rate unless otherwise consented to by the Broker Dealer) may be Converted to Variable Rate Bonds as follows:

(i) If the Auction Bonds to be Converted are in an Auction Period other than a daily Auction Period, the Conversion Date shall be the second regularly scheduled Auction Bond Interest Payment Date following the last Auction Date. If the Auction Bonds to be Converted are in a daily Auction Period, the Conversion Date shall be the next regularly scheduled Auction Bond Interest Payment Date.

(ii) The Authority shall give written notice of any such Conversion to the Bond Insurer, the Trustee, the Auction Agent and the Broker-Dealer, not less than seven (7) Business Days prior to the date on which the Trustee is required to notify the Bondholders of the Conversion pursuant to subparagraph (iii) below. Such notice shall specify the proposed Conversion Date, the principal amount of Auction Bonds to be Converted to Variable Rate Bonds and the Auction Periods from which the Auction Bonds shall be Converted (to the extent the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto). If only a portion of the Auction Bonds bearing interest in any Auction Period is to be Converted, then the Trustee shall select the Auction Bonds to be Converted from such Auction Periods specified in such notice (to the extent that the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto). Together with such notice, the Authority shall file with the Bond Insurer and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of the Auction Bonds to Variable Rate Bonds. No Conversion shall become effective unless on or before the proposed Conversion Date the Authority shall also file with the Bond Insurer and the Trustee a Favorable Opinion of Bond Counsel substantially in the form required by the immediately preceding sentence dated the Conversion Date.

(iii) Not less than forty (40) days prior to the Conversion Date, the Trustee shall mail a written notice of the Conversion to the holders of all 2002 Series A Bonds to be Converted, which notice shall: (A) specify the Conversion Date; (B) notify such holders that the Auction Bonds to be Converted will be subject to mandatory tender for purchase on such Conversion Date at a price equal to 100% of the principal amount of such Auction Bonds, plus interest accrued and unpaid thereon to, but not including the Conversion Date; (C) notify such holders that in the event of a failed Conversion, such Auction Bonds will not be subject to mandatory tender, will be returned to their Owners, will automatically Convert to a seven-day Auction Period and will bear interest at the Maximum PARS Rate as defined in Appendix A; (D) set forth the time, the place and the manner for tendering such Auction Bonds for purchase; (E) state that the Authority may revoke its election to effect a Conversion of Auction Bonds to Variable Rate Bonds by giving written notice of such revocation to the Trustee, the Bond Insurer and Goldman, Sachs & Co. (or such other Broker-Dealer selected by the Authority in accordance with the 2002 Series A Resolution) at any time prior to the Business Day immediately preceding the Conversion Date, and (F) set forth any other matters required to be stated pursuant to this

2002 Series A Resolution or the General Resolution with respect to purchases of 2002 Series A Bonds.

(iv) Not later than 12:00 noon, New York City time, on the Business Day immediately preceding the Conversion Date, at the direction of the Authority, Goldman, Sachs & Co. (or such other Broker-Dealer selected by the Authority) shall determine, by offering for sale and using its best efforts to find purchasers for Auction Bonds which are to be Converted to Variable Rate Bonds: (A) the variable interest rate for 2002 Series A Bonds which are to bear interest at a Variable Rate after such Conversion Date; and (B) the Redemption Requirements applicable to the Converted 2002 Series A Bonds. Such determination shall be conclusive and binding upon the Authority, the Trustee, the Bond Insurer, the Remarketing Agent, the Liquidity Facility Provider and the Owners of the 2002 Series A Bonds to which such rate will be applicable. Not later than 5:00 p.m., New York City time, on the date of determination of the Variable Rate, as provided in the first sentence of this subsection (iv), Goldman, Sachs & Co. (or such other Broker-Dealer selected by the Authority) shall notify the Authority, the Trustee and the Bond Insurer by facsimile notice of the aggregate principal amount of 2002 Series A Bonds which bear interest at a Variable Rate as a result of such Conversion.

(v) The Authority may revoke its election to effect a Conversion of Auction Bonds to Variable Rate Bonds by giving written notice of such revocation to the Trustee, the Bond Insurer and Goldman, Sachs & Co. (or such other Broker-Dealer selected by the Authority under subsection (iv) above) at any time prior to the Business Day immediately preceding the Conversion Date.

(vi) Auction Bonds which are to be Converted to Variable Rate Bonds bearing interest at Variable Rates shall be subject to mandatory tender for purchase on a proposed Conversion Date at a price equal to 100% of the principal amount of such Auction Bonds, plus interest accrued and unpaid thereon to, but not including the Conversion Date.

(vii) The Conversion pursuant to this Section 302(f) shall be effective only if:

(A) a Liquidity Facility approved by the Bond Insurer and its counsel has been delivered to the Trustee not less than one Business Day prior to the Conversion Date and is, by its terms, in effect on or prior to such Conversion Date;

(B) a Remarketing Agreement duly executed and delivered by the parties thereto is in full force and effect not less than one Business Day prior to the Conversion Date; and

(C) the interest component of the Liquidity Facility after such Conversion is at least equal to the applicable Interest Coverage Requirement.

(viii) If on a proposed Conversion Date, any condition precedent to such Conversion required under this 2002 Series A Resolution shall not be satisfied, the Trustee shall give written notice by first class mail postage prepaid as soon as practicable and in any event not

later than the next succeeding Business Day to the 2002 Series A Bondholders and the Bond Insurer that such Conversion has not occurred, that the 2002 Series A Bonds shall not be purchased on the failed Conversion Date, that the Auction Agent shall continue to implement the Auction Procedures on the Auction Dates with respect to the 2002 Series A Bonds which otherwise would have been Converted excluding, however, the Auction Date falling on the Business Day next preceding the failed Conversion Date, and that the interest rate shall continue to be the PARS Rate; provided, however, that the interest rate borne by the 2002 Series A Bonds during the Auction Period commencing on such failed Conversion Date shall be the Maximum PARS Rate, and the Auction Period shall be the seven-day Auction Period.

303. Flexible Rates; Conversions To Flexible Rate Periods from Variable Rate Period and Auction Rate Period.

(a) Flexible Rates. A Flexible Rate for each Flexible Rate Period shall be determined as follows: The Flexible Rate Period for each 2002 Series A Bond bearing interest at a Flexible Rate shall be of such duration not exceeding 1,092 days, as may be offered by the Remarketing Agent and specified by the purchaser pursuant to Section 402 or 403 hereof; provided, however, that if the Remarketing Agent has received notice of a Conversion to a Variable, Auction or Fixed Rate Period, no Flexible Rate Period for 2002 Series A Bonds which are to be Converted shall extend past the Conversion Date, and any 2002 Series A Bond may bear interest at a Flexible Rate for a Flexible Rate Period different from any other 2002 Series A Bond; provided, however, that each such Flexible Rate Period shall (A) commence on a Business Day (initially, the Flexible Rate Conversion Date) and (B) end on a day which is a Business Day that is no later than the aforementioned Conversion Date, the maturity date or date of earlier payment thereof. Not later than 11:30 a.m., New York City time, on the first day of each Flexible Rate Period, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all 2002 Series A Bonds bearing interest at Flexible Rates required to be purchased on such date. In remarketing the 2002 Series A Bonds, the Remarketing Agent shall offer and accept purchase commitments for the 2002 Series A Bonds for such Flexible Rate Periods and at such Flexible Rates as it deems to be advisable in order to minimize the net interest cost on the 2002 Series A Bonds during the time that the 2002 Series A Bonds bear interest at Flexible Rates, taking into account prevailing market conditions; provided, however, that the foregoing shall not prohibit the Remarketing Agent from accepting purchase commitments for longer Flexible Rate Periods (and at higher Flexible Rates) than are otherwise available at the time of any remarketing if the Remarketing Agent determines that, taking into account prevailing market conditions, a lower net interest cost on the 2002 Series A Bonds can be achieved over the longer Flexible Rate Period; provided, further, that for each 2002 Series A Bond, the Flexible Rate for each Flexible Rate Period shall be the lowest rate which, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would result in the market value of such 2002 Series A Bond being equal to the principal amount thereof on the effective date of such rate. The Flexible Rate Period and the Flexible Rate for each Flexible Rate Period shall be determined by the Remarketing Agent not later than 1:00 p.m., New York City time, on the first day of such Flexible Rate Period and shall be provided to the Authority and the Trustee in writing by the close of business on the same day. Subject to the provisions of Section 305, notice of the Flexible Rate Period and the Flexible Rate shall be given by the Trustee by first class mail to each Holder and to the Liquidity Facility Provider upon its request as soon as practicable after such Flexible Rate Period and Flexible Rate are determined. All determinations

of Flexible Rates and Flexible Rate Periods by the Remarketing Agent shall be conclusive and binding upon the Authority, the Trustee and the Holders of the 2002 Series A Bonds. In no event shall any Flexible Rate exceed the Maximum Rate.

(b) Conversions to Flexible Rate Periods from Variable Rate Periods. All or any portion of the 2002 Series A Bonds may be Converted from any Variable Rate Period to a Flexible Rate Period at the election of the Authority, as follows:

(i) In any such case, the Conversion Date shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is to be made;

(ii) It is a condition to each Conversion that a Liquidity Facility be in place and that the interest component of the Liquidity Facility after such Conversion be at least equal to the applicable Interest Coverage Requirement.

(iii) The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider and the Remarketing Agent not less than twenty (20) days prior to the proposed Conversion Date, specifying the proposed Conversion Date, the principal amount of 2002 Series A Bonds to be Converted, and the Rate Periods from which the 2002 Series A Bonds shall be Converted. If only a portion of the 2002 Series A Bonds bearing interest in any Rate Period is to be Converted, then the Trustee shall select the 2002 Series A Bonds to be Converted from such Rate Periods specified in such notice (to the extent that the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto). Together with such notice, the Authority shall file with the Remarketing Agent, the Liquidity Facility Provider and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of the Variable Rate Bonds to Flexible Rate Bonds. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date.

(iv) Not less than fifteen (15) days prior to the Conversion Date, the Trustee shall mail (by first class mail) a written notice of the Conversion (prepared and furnished to the Trustee by the Authority) to the Holders of the 2002 Series A Bonds to be Converted, specifying the Conversion Date and setting forth the matters required to be stated pursuant to Section 302(d)(iv) above.

(c) Conversions to Flexible Rate Periods from Auction Rate Period. At the option of the Authority, all or any portion of the Auction Bonds (in an amount which is an Authorized Denomination for the Flexible Rate Period and, which, in the event of a partial Conversion, leaves at least $10,000,000 of 2002 Series A Bonds bearing interest at an Auction Rate unless otherwise consented to by the Broker Dealer) may be Converted to Flexible Rate Bonds as follows:

(i) If the Auction Bonds are in an Auction Period other than a daily Auction Period, the Conversion Date shall be the second regularly scheduled Auction Bond Interest

Payment Date following the final Auction Date. If the Auction Bonds are in a daily Auction Period, the Conversion Date shall be the next regularly scheduled Auction Bond Interest Payment Date.

(ii) The Authority shall give written notice of any such Conversion to the Trustee, the Auction Agent and the Broker-Dealer, not less than seven (7) Business Days prior to the date on which the Trustee is required to notify the Bondholders of the Conversion pursuant to subparagraph (iii) below. Such notice shall specify the proposed Conversion Date and the principal amount of Auction Bonds to be Converted to Flexible Rate Bonds. Together with such notice, the Authority shall file with the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of the Auction Bonds to Flexible Rate Bonds. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date.

(iii) Not less than forty (40) days prior to the Conversion Date, the Trustee shall mail a written notice of the Conversion to the holders of all 2002 Series A Bonds to be Converted, which notice shall: (A) specify the Conversion Date; (B) notify such holders that the Auction Bonds to be Converted will be subject to mandatory tender for purchase on such Conversion Date at a price equal to 100% of the principal amount of such Auction Bonds, plus interest accrued and unpaid thereon to, but not including the Conversion Date; (C) notify such holders that in the event of a failed Conversion, such Auction Bonds will not be subject to mandatory tender, will be returned to their Owners, will automatically Convert to a seven-day Auction Period and will bear interest at the Maximum Auction Rate as defined in APPENDIX A; (D) set forth the time, the place and the manner for tendering such Auction Bonds for purchase; and (E) set forth any other matters required to be stated pursuant to this 2002 Series A Resolution or the General Resolution with respect to purchases of 2002 Series A Bonds.

(iv) Not later than 12:00 noon, New York City time, on the Business Day immediately preceding the Conversion Date, at the direction of the Authority, Goldman, Sachs & Co. (or such other Broker-Dealer selected by the Authority) shall determine, by offering for sale and using its best efforts to find purchasers for Auction Bonds which are to be Converted to Flexible Rate Bonds: (A) the initial Flexible Rate which the Flexible Rate Bonds are to bear after such Conversion Date; and (B) the Redemption Requirements applicable to any Converted 2002 Series A Bonds. Such determination shall be conclusive and binding upon the Authority, the Trustee, the Remarketing Agent, the Liquidity Facility Provider and the Owners of the 2002 Series A Bonds to which such Flexible Rate will be applicable. Not later than 5:00 p.m., New York City time, on the date of determination of the Flexible Rate, as provided in the first sentence of this subsection (iv), Goldman, Sachs & Co. (or such other Broker-Dealer selected by the Authority) shall notify the Authority and the Trustee by facsimile notice of the aggregate principal amount of Flexible Rate Bonds as a result of such Conversion.

(v) The Authority may revoke its election to effect a Conversion of Auction Bonds to Flexible Rate Bonds by giving written notice of such revocation to the Trustee and

Goldman, Sachs & Co. (or such other Broker-Dealer selected by the Authority under subsection (iv) above) at any time prior to the Business Day immediately preceding the Conversion Date.

(vi) Auction Bonds which are to be Converted to Flexible Rate Bonds shall be subject to mandatory tender for purchase on a proposed Conversion Date at a price equal to 100% of the principal amount of such Auction Bonds, plus interest accrued and unpaid thereon to, but not including the Conversion Date.

(vii) The Conversion pursuant to this Section 303(c) shall be effective only if:

(A) a Liquidity Facility has been delivered to the Trustee not less than one Business Day prior to the Conversion Date and is, by its terms in effect on or prior to such Conversion Date; and

(B) a Remarketing Agreement duly executed and delivered by the parties thereto is in full force and effect not less than one Business Day prior to the Conversion Date.

(C) the interest component of the Liquidity Facility after such Conversion is at least equal to the applicable Interest Coverage Requirement.

(viii) If on a proposed Conversion Date, any condition precedent to such Conversion required under this 2002 Series A Resolution shall not be satisfied, the Trustee shall give written notice by first class mail postage prepaid as soon as practicable and in any event not later than the next succeeding Business Day to the 2002 Series A Bondholders that such Conversion has not occurred, that the 2002 Series A Bonds shall not be purchased on the failed Conversion Date, that the Auction Agent shall continue to implement the Auction Procedures on the Auction Dates with respect to the 2002 Series A Bonds which otherwise would have been Converted excluding, however, the Auction Date falling on the Business Day next preceding the failed Conversion Date, and that the interest rate shall continue to be the Auction Rate; provided, however, that the interest rate borne by the 2002 Series A Bonds during the Auction Period commencing on such failed Conversion Date shall be the Maximum Auction Rate, and the Auction Period shall be the seven-day Auction Period.

304. Auction Rate; Conversion to Auction Rate Period.

(a) Auction Rates. The Auction Rate shall be determined for each Auction Period in accordance with the Auction Procedures.

(b) Conversion to Auction Rate Period from Variable Rate Period or Flexible Rate Period. At the option of the Authority, all or any portion of the Variable Rate Bonds or Flexible Rate Bonds (in an amount which is an Authorized Denomination for the Variable Rate Period or Flexible Rate Period, as the case may be and, which, results in the Conversion of at least $10,000,000 of 2002 Series A Bonds to Auction Bonds unless otherwise consented to by the Broker-Dealer) may be Converted to Auction Bonds as follows:

(i) If the 2002 Series A Bonds to be Converted are in a Variable Rate Period, the Conversion Date shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is to be made. If the 2002 Series A Bonds to be Converted are in a Flexible Rate Period, the Conversion Date shall be the last Interest Payment Date on which interest is payable for all Flexible Rate Periods theretofore established pursuant to Section 303 hereof for the 2002 Series A Bonds being so Converted.

(ii) The Authority shall give written notice of any such Conversion to the Trustee, the Remarketing Agent and the Liquidity Facility Provider, not less than seven (7) Business Days prior to the date on which the Trustee is required to notify the Bondholders of the Conversion pursuant to subparagraph (iii) below. Such notice shall specify the proposed Conversion Date and the principal amount of Variable Rate Bonds and/or Flexible Rate Bonds, as the case may be, to be Converted to Auction Bonds. Together with such notice, the Authority shall file with the Remarketing Agent, the Liquidity Facility Provider and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of such 2002 Series A Bonds to Auction Bonds. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date.

(iii) Not less than fifteen (15) days prior to the Conversion Date, the Trustee shall mail a written notice of the Conversion to the holders of all 2002 Series A Bonds to be Converted, which notice shall: (A) specify the Conversion Date; (B) notify such holders that the Variable Rate Bonds or Flexible Rate Bonds, as the case may be, to be Converted will be subject to mandatory tender for purchase on such Conversion Date at a price equal to 100% of the principal amount of such 2002 Series A Bonds, plus interest accrued and unpaid thereon to, but not including the Conversion Date; (C) notify such holders that in the event of a failed Conversion, such 2002 Series A Bonds will still be subject to mandatory tender, and on the Conversion Date will automatically Convert to a Weekly Rate and will bear interest at the Weekly Rate determined in accordance with this 2002 Series A Resolution; (D) set forth the time, the place and the manner for tendering such 2002 Series A Bonds for purchase; and (E) set forth any other matters required to be stated pursuant to this 2002 Series A Resolution or the General Resolution with respect to purchases of 2002 Series A Bonds.

(iv) Not later than 12:00 noon, New York City time, on the Business Day immediately preceding the Conversion Date, at the direction of the Authority, Goldman, Sachs & Co. (or such other Broker-Dealer selected by the Authority) shall determine, by offering for sale and using its best efforts to find purchasers for the 2002 Series A Bonds which are to be Converted to Auction Bonds: (A) the initial Auction Rate which the Auction Bonds are to bear after such Conversion Date; and (B) the Redemption Requirements applicable to any Converted 2002 Series A Bonds. Such determination shall be conclusive and binding upon the Authority, the Trustee, and the Owners of the 2002 Series A Bonds to which such Auction Rate will be applicable. Not later than 5:00 p.m., New York City time, on the date of determination of the Auction Rate, as provided in the first sentence of this subsection (iv), Goldman, Sachs & Co. (or such other Broker-Dealer selected by the Authority) shall notify the Authority and the Trustee by

facsimile notice of the aggregate principal amount of Auction Bonds as a result of such Conversion.

(v) The Authority may revoke its election to effect a Conversion of Variable Rate Bonds and/or Flexible Rate Bonds to Auction Bonds by giving written notice of such revocation to the Trustee, the Liquidity Provider, if any, and Goldman, Sachs & Co. (or such other Broker-Dealer selected by the Authority under subsection (iv) above) at any time prior to the Business Day immediately preceding the Conversion Date.

(vi) Variable Rate Bonds and/or Flexible Rate Bonds which are to be Converted to Auction Rate Bonds shall be subject to mandatory tender for purchase on a proposed Conversion Date at a price equal to 100% of the principal amount of such Auction Bonds, plus interest accrued and unpaid thereon to, but not including, the Conversion Date.

(vii) The Conversion pursuant to this Section 304(b) shall be effective only if an Auction Agreement and a Broker-Dealer Agreement with Goldman, Sachs & Co. (or such other Broker-Dealer selected by the Authority under subsection (iv) above), each duly executed and delivered by the parties thereto, are in full force and effect not less than one Business Day prior to the Conversion Date.

305. Fixed Rate; Conversion to Fixed Rate Period. All or any portion of the 2002 Series A Bonds bearing interest at Variable Rates, Flexible Rates or Auction Rates may be Converted to bear interest at Fixed Rates to their final maturity, provided that, the Authority shall have received a letter from the Rating Agency, if any, then maintaining a rating on the Bonds to the effect that the proposed Conversion will not adversely affect the then existing rating on the Bonds then bearing interest at Fixed Rates. Any such Conversion shall be made as follows and subject to the following conditions:

(a) Conversion From Variable Rate Period or Flexible Periods. The Fixed Rate Conversion Date shall be any date selected by the Authority. The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider and the Remarketing Agent not less than thirty (30) days prior to the proposed Conversion Date. Such notice shall specify the Fixed Rate Conversion Date, the principal amount of the 2002 Series A Bonds to be Converted, and, to the extent that the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto, the Rate Periods from which the 2002 Series A Bonds to be Converted shall be selected by the Trustee and the revised schedule of maturities and Redemption Requirements, if any, for the 2002 Series A Bonds to be Converted, as contemplated by Section 203(e). Together with such notice, the Authority shall file with the Remarketing Agent, the Liquidity Facility Provider and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of the Variable Rate Bonds or Flexible Rate Bonds, as the case may be, to Fixed Rate Bonds. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date.

(i) The Remarketing Agent shall determine the Fixed Rates for 2002 Series A Bonds to be Converted from any Rate Period, other than an Auction Period to a Fixed Rate Period, which shall be the lowest rate of interest for each maturity which, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would permit the applicable 2002 Series A Bonds to be sold at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus any accrued interest thereon as of the effective date of such rate.

(ii) Notice of Conversion shall be given by first class mail by the Trustee to the Holders of the 2002 Series A Bonds to be Converted not less than fifteen (15) days prior to the Fixed Rate Conversion Date. Such notice shall be prepared and furnished to the Trustee by the Authority and shall inform the Holders of:

(A) the proposed Fixed Rate Conversion Date; and

(B) that in the event of a failed Conversion, such 2002 Series A Bonds to be Converted will not be subject to mandatory tender, will be returned to their Owners, will automatically Convert to a Weekly Rate and will bear interest at the Weekly Rate from the date on which such Conversion was to have occurred; and

(C) the matters required to be stated pursuant to Section 404 hereof with respect to purchases of 2002 Series A Bonds governed by such Section.

(iii) Except as provided in subparagraph (i) above, not later than 12:00 p.m., New York City time, on the Business Day prior to a Fixed Rate Conversion Date, the Remarketing Agent shall determine the Fixed Rate for the applicable 2002 Series A Bonds and shall provide such Fixed Rates in writing to the Authority and the Trustee prior to the close of business on the same day.

(iv) Any Conversion to a Fixed Rate pursuant to this Section 305(a) shall be subject to the following conditions:

(A) If a proposed Conversion to a Fixed Rate fails to occur for any reason after the Trustee has given notice to the Bondholders pursuant to Section 305(a)(ii) hereof, the interest rate on the 2002 Series A Bonds to have been Converted shall be automatically Converted to a Weekly Rate as set forth in the last sentence of Section 301 hereof. The Trustee shall promptly notify such Holders of such failed Conversion and the effect thereof. If a proposed Conversion to a Fixed Rate fails to occur for any reason, but the Trustee has not given notice to the Holders of the 2002 Series A Bonds to have been Converted pursuant to Section 305(a)(ii) hereof, such 2002 Series A Bonds shall continue to bear interest at the last effective Variable Rate if the Conversion was to have been made from a Variable Rate Period, or at Flexible Rates if the Conversion was to have been made from Flexible Rate Periods.

(B) The determination of one or more Fixed Rates pursuant to this Section shall be conclusive and binding upon the Authority, the Trustee and the Holders of the 2002 Series A Bonds.

(C) In no event shall any Fixed Rate exceed the Maximum Rate.

(D) Immediately prior to such Conversion there shall be on deposit in the Capital Reserve Fund an amount equal to the Capital Reserve Fund Requirement, taking into account the 2002 Series A Bonds then bearing interest or being Converted to bear interest at Fixed Rates.

(E) The Liquidity Facility relating to 2002 Series A Bonds to be Converted to bear interest at a Fixed Rate shall terminate not earlier than the applicable Fixed Rate Conversion Date; however, the Liquidity Facility (including any extensions or substitutions thereof) shall automatically terminate with respect to the 2002 Series A Bonds being so Converted on the Business Day following the effective date of the Conversion to Fixed Rates.

(b) Conversion From Auction Period. At the option of the Authority, any portion of the 2002 Series A Bonds (in an amount which is an Authorized Denomination for the Fixed Rate Period and, which, in the event of a partial Conversion, leaves at least $10,000,000 of 2002 Series A Bonds bearing interest at an Auction Rate unless otherwise consented to by the Broker-Dealer) may be Converted from an Auction Period to 2002 Series A Bonds bearing interest at Fixed Rates as follows:

(i) If the Auction Bonds are in an Auction Period other than a daily Auction Period, the Conversion Date shall be the second regularly scheduled Interest Payment Date following the final Auction Date. If the Auction Bonds are in a daily Auction Period, the Conversion Date shall be the next regularly scheduled Interest Payment Date.

(ii) The Authority shall give written notice of any such Conversion to the Trustee, the Auction Agent and the Broker-Dealer, not less than seven (7) Business Days prior to the date on which the Trustee is required to notify the Bondholders of the Conversion pursuant to subparagraph (iii) below. Such notice shall specify the proposed Conversion Date and the principal amount of Auction Bonds to be Converted to 2002 Series A Bonds bearing interest at Fixed Rates. Together with such notice, the Authority shall file with the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of the Auction Bonds to 2002 Series A Bonds bearing interest at Fixed Rates. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date.

(iii) Not less than forty (40) days prior to the Conversion Date, the Trustee shall mail a written notice of the Conversion to the holders of all 2002 Series A Bonds to be Converted, which notice shall: (A) specify the Conversion Date; (B) notify such holders that the Auction Bonds to be Converted will be subject to mandatory tender for purchase on such Conversion Date at a price equal to 100% of the principal amount of such Auction Bonds, plus interest accrued and unpaid thereon to, but not including the Conversion Date; (C) notify such holders that in the event of a failed Conversion, such Auction Bonds will not be subject to mandatory tender, will be returned to their Owners, will automatically Convert to a seven-day Auction Period and will bear interest at the Maximum Auction Rate as defined in APPENDIX A;

(D) set forth the time, the place and the manner for tendering such Auction Bonds for purchase; and (E) set forth any other matters required to be stated pursuant to this 2002 Series A Resolution or the General Resolution with respect to purchases of 2002 Series A Bonds.

(iv) Not later than 12:00 noon, New York City time, on the Business Day immediately preceding the Conversion Date, at the direction of the Authority, Goldman, Sachs & Co. (or such other Broker-Dealer selected by the Authority) shall determine, by offering for sale and using its best efforts to find purchasers for Auction Bonds which are to be Converted to 2002 Series A Bonds bearing interest at Fixed Rates, the fixed interest rate(s) for 2002 Series A Bonds which are to bear interest at Fixed Rates after such Conversion Date. Such determination shall be conclusive and binding upon the Authority, the Trustee, the Bond Insurer and the Owners of the 2002 Series A Bonds to which such rate or rates will be applicable. Not later than 5:00 p.m., New York City time, on the date of determination of the Fixed Rate(s), as provided in the first sentence of this subsection (iv), Goldman, Sachs & Co. (or such other Broker-Dealer selected by the Authority) shall notify the Authority, the Trustee and the Bond Insurer of the following by facsimile notice: (A) the aggregate principal amount of 2002 Series A Bonds which bear interest at fixed rates as a result of such Conversion; (B) a schedule of the maturity dates and related principal amounts of Converted 2002 Series A Bonds which the Authority has redesignated as Serial Bonds; and (C) a schedule of the maturity dates, related principal amounts and applicable Redemption Requirements of Converted 2002 Series A Bonds which are Term Bonds, if any.

(v) The Authority may revoke its election to effect a Conversion of Auction Bonds to 2002 Series A Bonds bearing interest at fixed rates by giving written notice of such revocation to the Trustee, the Bond Insurer and Goldman, Sachs & Co. (or such other Broker-Dealer selected by the Authority under subsection (iv) above) at any time prior to the Business Day immediately preceding the Conversion Date.

(vi) Auction Bonds which are to be Converted to 2002 Series A Bonds bearing interest at Fixed Rates shall be subject to mandatory tender for purchase on a proposed Conversion Date at a price equal to 100% of the principal amount of such Auction Bonds, plus interest accrued and unpaid thereon to, but not including the Conversion Date.

(vii) If on a proposed Conversion Date, any condition precedent to such Conversion required under this 2002 Series A Resolution shall not be satisfied, the Trustee shall give written notice by first class mail postage prepaid as soon as practicable and in any event not later than the next succeeding Business Day to the 2002 Series A Bondholders and the Bond Insurer that such Conversion has not occurred, that the 2002 Series A Bonds shall not be purchased on the failed Conversion Date, that the Auction Agent shall continue to implement the Auction Procedures on the Auction Dates with respect to the 2002 Series A Bonds which otherwise would have been Converted excluding, however, the Auction Date falling on the Business Day next preceding the failed Conversion Date, and that the interest rate shall continue to be the PARS Rate; provided, however, that the interest rate borne by the 2002 Series A Bonds during the Auction Period commencing on such failed Conversion Date shall be the Maximum PARS Rate, and the Auction Period shall be the seven-day Auction Period.

306. No Liability for Failure of Notice. The Authority, the Trustee and the Remarketing Agent shall not be liable to any Holders for failure to give any notice required by Section 302, 303, 304 or 305 hereof or for failure of any Holders to receive any such notice.

307. Bank Bonds. Each Bank Bond shall bear interest for each day it is a Bank Bond on the principal amount thereof at the Bank Rate determined and payable in accordance with the Liquidity Facility or Reimbursement Agreement, as applicable, from the related purchase date of such Bank Bond until the principal amount of such Bank Bond is paid. Notwithstanding any other provision of this 2002 Series A Resolution, the interest on each Bank Bond shall be payable to the Liquidity Facility Provider by wire transfer in immediately available funds on each Interest Payment Date, on the date of any redemption or remarketing thereof and on the date that any Alternate Liquidity Facility becomes effective in accordance with Section 802 hereof. In no event shall the Bank Rate exceed the Maximum Rate. The principal amount of each Bank Bond shall be subject to mandatory redemption as provided in Section 504 hereof.

309. No Partial Conversion of Rate Period While Credit Facility in Effect. Notwithstanding anything contained herein to the contrary, so long as a Credit Facility supports 2002 Series A Bonds, no partial conversion of the 2002 Series A Bonds to a different Rate Period is permitted and any election by the Authority to convert to a different Rate Period must apply to all outstanding 2002 Series A Bonds.

ARTICLE IV
TENDER AND PURCHASE OF BONDS

401. Optional Tenders During Variable Rate Periods.

(a) Purchase Dates. Subject to the provisions of Sections 406 and 408 hereof the Holders of 2002 Series A Bonds bearing interest at Variable Rates may elect to have their 2002 Series A Bonds (or portions thereof in Authorized Denominations) purchased at a purchase price equal to 100% of the principal amount of such 2002 Series A Bonds (or portions), plus, if the applicable purchase date is other than an Interest Payment Date for such 2002 Series A Bonds, accrued interest, if any, on the following purchase dates and upon the giving of the following telecopy, telex or written notices meeting the further requirements of subsection (b) below:

(i) 2002 Series A Bonds (or portions) bearing interest at Daily Rates may be tendered for purchase at a price payable in immediately available funds on any Business Day prior to Conversion from a Daily Rate Period to a different Rate Period upon delivery of a written notice of tender to the Trustee and the Remarketing Agent not later than 10:30 a.m. New York City time, on the purchase date; and

(ii) 2002 Series A Bonds (or portions) bearing interest at Weekly Rates may be tendered for purchase at a price payable in immediately available funds on any Business Day prior to Conversion from a Weekly Rate Period to a different Rate Period upon delivery of a written notice of tender to the Trustee and the Remarketing Agent not later than 5:00 p.m. New York City time, on any Business Day that is not fewer than seven (7) days prior to the purchase date.

(b) Notice of Optional Tender. Each notice of tender:

(i) shall be delivered to the Trustee at its corporate trust office in St. Paul, Minnesota or at such other office of the Trustee designated in a notice given by the Trustee to the Holders of the 2002 Series A Bonds and be in form satisfactory to the Trustee, and shall also be delivered to the Remarketing Agent at Four World Financial Center, 9th Floor, New York, New York 10080, Attention: TEMM;

(ii) shall state (A) the principal amount of the 2002 Series A Bond (or portion) and the certificate number of the 2002 Series A Bond to which the notice relates, (B) that the Holder irrevocably demands purchase of such 2002 Series A Bond or a specified portion thereof in an Authorized Denomination, (C) that if a portion of a 2002 Series A Bond is to be purchased, the remaining portion of the 2002 Series A Bond after such purchase will be in an Authorized Denomination, (D) the date on which such 2002 Series A Bond or portion is to be purchased, and (E) payment instructions with respect to the purchase price; and

(iii) shall automatically constitute (A) an irrevocable offer to sell the 2002 Series A Bond (or portion thereof) to which the notice relates on the purchase date at a price equal to the principal amount of such 2002 Series A Bond (or portion thereof) plus, if the applicable purchase date is other than an Interest Payment Date for such 2002 Series A Bonds, any interest thereon accrued and unpaid as of the purchase date, (B) an irrevocable authorization and instruction to the Trustee to effect transfer of such 2002 Series A Bond (or portion thereof) upon payment of such price to the Trustee on the purchase date, (C) an irrevocable authorization and instruction to the Trustee to effect the exchange of the 2002 Series A Bond to be purchased in whole or in part for other 2002 Series A Bonds in an equal aggregate principal amount so as to facilitate the sale of such 2002 Series A Bond (or portion thereof to be purchased), (D) an agreement to deliver such 2002 Series A Bond to the Trustee at or before the time required by Section 401(e) (vi) hereof, and (E) an acknowledgment that such Holder will have no further rights with respect to such 2002 Series A Bond (or portion thereof) upon payment of the purchase price thereof to the Trustee on the purchase date, except for the right of such Holder to receive such purchase price upon surrender of such 2002 Series A Bond to the Trustee and that after the purchase date such Holder will hold any undelivered 2002 Series A Bond as custodian for the Trustee. The determination of the Trustee as to whether a notice of tender has been properly delivered pursuant to the foregoing shall be conclusive and binding upon the Holder.

(c) 2002 Series A Bonds to be Remarketed. Not later than 11:00 a.m., New York City time, on the date of receipt of any notice of tender in the case of 2002 Series A Bonds bearing interest at a Daily Rate and in all other cases on the second Business Day immediately following the date of receipt of any notice of tender, the Trustee shall notify, by telephone promptly confirmed in writing, in the case of a Daily Rate, and in writing in all other cases, the Authority, the Remarketing Agent and the Liquidity Facility Provider of the principal amount of 2002 Series A Bonds (or portions thereof) to be purchased and the date of purchase.

(d) Remarketing of Tendered Variable Rate Bonds. Subject to and in accordance with the provisions of the Remarketing Agreement, the Remarketing Agent shall offer for sale and use

its best efforts to find purchasers for all 2002 Series A Bonds or portions thereof for which notice of tender has been received by the Trustee and the Remarketing Agent pursuant to Section 401(b)(i) above. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price for tendered 2002 Series A Bonds by the Remarketing Agent to the Trustee (in exchange for new registered 2002 Series A Bonds) (i) in immediately available funds at or before 11:00 a.m., New York City time (or confirmations of the transfer of such funds at or before 11:00 a.m., New York City time) on the purchase date, in the case of 2002 Series A Bonds bearing interest at Daily Rates, and (ii) in immediately available funds at or before 11:00 a.m., New York City time (or confirmation of the transfer of such funds at or before 11:00 a.m., New York City time), on the purchase date, in the case of 2002 Series A Bonds bearing interest at Weekly Rates. If moneys representing the proceeds of the remarketing of tendered 2002 Series A Bonds are not paid by the Remarketing Agent to the Trustee by the times specified in the immediately preceding sentence, the Trustee shall use its best efforts to promptly notify the Liquidity Facility Provider by telephone (promptly confirmed in writing). Notwithstanding the foregoing, the Remarketing Agent shall not sell any 2002 Series A Bond as to which a notice of Conversion (A) from one type of Variable Rate Period to another, (B) to Flexible Rate Periods, (C) to Auction Periods, or (D) to a Fixed Rate Period has been given by the Trustee, unless the Remarketing Agent has advised the person to whom the sale is made of the proposed Conversion.

(e) Purchase and Delivery of Tendered 2002 Series A Bonds.

(i) Notice. The Remarketing Agent shall give notice by telephone (promptly confirmed in writing), telegram, telecopy, telex or other similar communication to the Trustee of the principal amount of tendered 2002 Series A Bonds which were remarketed. Such notice shall be given at the following time: (i) at or before 11:30 a.m. New York City time, on the purchase date in the case of tendered 2002 Series A Bonds bearing interest at Daily Rates; and (ii) for 2002 Series A Bonds bearing interest at Weekly Rates at or before 3:00 p.m., New York City time, on the Business Day immediately preceding the date fixed for purchase. Promptly upon receipt of any notice described in the immediately preceding sentence, the Trustee shall use its best efforts to notify the Liquidity Facility Provider by telephone (promptly confirmed in writing) of the principal amount of tendered 2002 Series A Bonds which it has been advised by the Remarketing Agent were not remarketed. Except with respect to 2002 Series A Bonds bearing interest at Daily Rates, at or before 3:00 p.m., New York City time, on the Business Day prior to the purchase date to the extent known to the Remarketing Agent, but in any event no later than 11:45 a.m., New York City time, on the date fixed for purchase, the Remarketing Agent shall give notice to the Trustee by telephone (promptly confirmed in writing) of the names, addresses and taxpayer identification numbers of the purchasers, the denominations of 2002 Series A Bonds to be delivered to each purchaser and, if available, payment instructions for regularly scheduled interest payments, or of any changes in any such information previously communicated.

(ii) Sources of Payments. The Remarketing Agent shall cause to be paid to the Trustee on the date fixed for purchase of tendered 2002 Series A Bonds, all amounts representing proceeds of the remarketing of such 2002 Series A Bonds, such payments to be made in the manner and at the time specified in subsection 401(d) above. If such amounts are not sufficient to pay the purchase price of tendered 2002 Series A Bonds, the Trustee shall thereupon draw upon the Liquidity Facility in an amount and in sufficient time to deliver or cause to be delivered (A)

immediately available funds in an amount equal to such deficiency prior to 3:00 p.m., New York time, on the date set for purchase of tendered 2002 Series A Bonds bearing interest at Daily Rates, and (B) immediately available funds in an amount equal to such deficiency prior to 3:00 p.m. New York City time, on the date set for purchase of tendered 2002 Series A Bonds bearing interest at Weekly Rates. If the proceeds of a draw on the Liquidity Facility are not available, such deficiency may be funded by moneys furnished by the Authority to the Trustee. All moneys received by the Trustee and described in (A), (B) and (C) of subparagraph (iii) below shall be deposited by the Trustee in the Purchase Fund to be used solely for the payment of the purchase price of tendered 2002 Series A Bonds and shall not be deposited in the General Receipts Fund, shall not be invested and shall not be commingled with other funds held by the Trustee, and each category of such moneys shall be deposited in a separate and segregated account within the Purchase Fund not commingled one with another.

(iii) Payments by the Trustee. At or before 3:30 p.m., New York City time, on the date set for purchase of tendered 2002 Series A Bonds and upon receipt by the Trustee of 100% of the aggregate purchase price of the tendered 2002 Series A Bonds, the Trustee shall pay the purchase price of such 2002 Series A Bonds to the Holders thereof who have tendered their 2002 Series A Bonds for payment. Such payments shall be made in immediately available funds. The Trustee shall apply in order of priority (A) moneys paid to it by the Remarketing Agent as proceeds of the remarketing of such 2002 Series A Bonds by the Remarketing Agent, (B) moneys representing proceeds of a drawing by the Trustee under the Liquidity Facility to pay the purchase price of tendered 2002 Series A Bonds, and (C) other moneys furnished by the Authority. If sufficient funds are not available for the purchase of all tendered 2002 Series A Bonds, no purchases shall be consummated, all as further set forth in Section 405 hereof. Any funds remaining in the Purchase Fund after giving effect to this Section 401(e)(iii) shall be applied as provided in Section 602(b).

(iv) Registration and Delivery of Tendered or Purchased 2002 Series A Bonds. On the date of purchase, the Trustee shall register and deliver or cancel, as set forth in (C) below, all 2002 Series A Bonds purchased on any purchase date as follows: (A) 2002 Series A Bonds purchased or remarketed by the Remarketing Agent shall be registered and made available to the Remarketing Agent in accordance with the instructions of the Remarketing Agent; (B) 2002 Series A Bonds purchased with moneys representing proceeds of a drawing by the Trustee under the Liquidity Facility shall be registered in the name of the Liquidity Facility Provider and held by the Trustee for the account of the Liquidity Facility Provider or at the direction of the Liquidity Facility Provider, delivered to the Liquidity Facility Provider; provided, however, such 2002 Series A Bonds need not be delivered to the Trustee and registered in the name of the Liquidity Facility Provider if (1) DTC or its nominee, Cede & Co., is the registered owner of all the 2002 Series A Bonds and (2) the Liquidity Facility Provider's or the Liquidity Facility Provider's nominee's beneficial ownership of such 2002 Series A Bonds is appropriately recorded by DTC on its books; and (C) 2002 Series A Bonds purchased with moneys furnished to the Trustee by the Authority, shall, at the direction of the Authority, either be cancelled or delivered to the Authority. Any 2002 Series A Bonds held by or for the account of the Authority are not entitled to the benefit of the Liquidity Facility.

(v) Resale of 2002 Series A Bonds Purchased by Draws on the Liquidity Facility. Subject to and in accordance with the provisions of the Remarketing Agreement, unless otherwise directed by the Liquidity Facility Provider in accordance with the Liquidity Facility, the Remarketing Agent shall use its best efforts to find purchasers for Bank Bonds purchased with funds drawn under the Liquidity Facility. If any Bank Bonds are subsequently remarketed, the Trustee shall register such 2002 Series A Bonds in such names and deliver them to such new Holders as shall have been specified to the Trustee by the Remarketing Agent or the Liquidity Facility Provider; provided, however, that no Bank Bonds will be delivered to the purchaser thereof until the Liquidity Facility Provider has notified the Trustee in writing that the amount available under the Liquidity Facility has been reinstated in an amount equal to the unreimbursed amount of the drawing on the Liquidity Facility, the proceeds of which were used to purchase such Bank Bonds. The proceeds received by the Trustee from the remarketing of Bank Bonds shall be paid by the Trustee to the Liquidity Facility Provider. The Trustee is authorized to release Bank Bonds when it has received (A) remarketing proceeds in an amount equal to the unreimbursed amount of the drawing on the Liquidity Facility plus any accrued interest thereon at the Bank Rate, the proceeds of which were used to purchase such Bank Bonds, and (B) written notification from the Liquidity Facility Provider that the Liquidity Facility has been reinstated in an amount equal to the amount of the drawing on the Liquidity Facility, the proceeds of which were used to purchase such Bank Bonds.

(vi) Delivery of 2002 Series A Bonds; Effect of Failure to Surrender 2002 Series A Bonds. All 2002 Series A Bonds to be purchased on any date shall be required to be delivered to the corporate trust office of the Trustee in St. Paul, Minnesota or at such other office of the Trustee designated in a written notice given by the Trustee to the Holders of the 2002 Series A Bonds at or before 12:00 noon, New York City time, on the purchase date in the case of 2002 Series A Bonds bearing interest at Daily or Weekly Rates. If the Holder of any 2002 Series A Bond (or portion thereof) that is subject to purchase pursuant to this Section fails to deliver such 2002 Series A Bond to the Trustee for purchase on the purchase date, and if the Trustee is in receipt of the purchase price therefor, such 2002 Series A Bond (or portion thereof) shall nevertheless be deemed purchased on the day fixed for purchase thereof and ownership of such 2002 Series A Bond (or portion thereof) shall be transferred to the purchaser thereof as provided in subsection (e)(iv) above. Any Holder who fails to deliver such 2002 Series A Bond for purchase shall have no further rights thereunder except the right to receive the purchase price thereof, and interest accrued to the purchase date, upon presentation and surrender of said 2002 Series A Bond to the Trustee.

402. Tender During Flexible Rate Periods.

(a) Purchase Dates. Each 2002 Series A Bond bearing interest at a Flexible Rate shall be subject to mandatory tender for purchase on the last day of each Flexible Rate Period applicable to such 2002 Series A Bond at a purchase price equal to 100% of the principal amount thereof. Payment shall be made upon presentation of such 2002 Series A Bond by the Holder to the Trustee at or before 12:00 noon, New York City time, on the last day of the Flexible Rate Period in exchange for payment of the purchase price equal to 100% of the principal thereof and payment of accrued interest, both in immediately available funds by 2:00 p.m. of the same Business Day. Each subsequent Flexible Rate Period and mandatory tender date for a 2002 Series A Bond shall be established on the date of purchase of such 2002 Series A Bond as hereinafter provided. The

Holder of any 2002 Series A Bond bearing interest at a Flexible Rate and tendered for purchase as provided in this Section 402(a) shall provide the Trustee with payment instructions for the purchase price of its 2002 Series A Bond and accrued interest upon tender thereof to the Trustee. During the Flexible Rate Period, the 2002 Series A Bonds are not subject to tender at the option of the Holder.

(b) Remarketing of Tendered Flexible Rate Bonds. Subject to and in accordance with the provisions of the Remarketing Agreement, not later than 11:30 a.m., New York City time, on each purchase date, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all 2002 Series A Bonds bearing interest at Flexible Rates required to be purchased on such date. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price of tendered 2002 Series A Bonds by the Remarketing Agent to the Trustee in immediately available funds at or before 12:00 p.m., New York City time, on the purchase date. In remarketing the 2002 Series A Bonds, the Remarketing Agent shall offer and accept purchase commitments for the 2002 Series A Bonds for such Flexible Rate Periods and at such Flexible Rates as it deems to be advisable in order to minimize the net interest cost on the 2002 Series A Bonds taking into account prevailing market conditions; provided, however, that the foregoing shall not prohibit the Remarketing Agent from accepting purchase commitments for longer Flexible Rate Periods (and at higher Flexible Rates) than are otherwise available at the time of any remarketing if the Remarketing Agent determines that, taking into account prevailing market conditions, a lower net interest cost on the 2002 Series A Bonds can be achieved over the longer Flexible Rate Period. Notwithstanding the foregoing, a Flexible Rate Period may be established for any period up to 270 days, provided that, if the Remarketing Agent has given or received notice of any Conversion to a Variable, Auction or Fixed Rate Period, no Flexible Rate Period shall expire later than the Conversion Date, and if the Liquidity Facility is in effect, no Flexible Rate Period shall expire later than the third (3rd) Business Day prior to the expiration date of the Liquidity Facility unless the Liquidity Facility is being replaced by an Alternate Liquidity Facility under circumstances not requiring a mandatory tender for purchase pursuant to Section 404 hereof. The terms of any sale by the Remarketing Agent shall provide for the authorization of the payment of the purchase price by the Remarketing Agent to the Trustee in immediately available funds in exchange for 2002 Series A Bonds registered in the name of the new Holder delivered by the Trustee to the Remarketing Agent at or before 1:30 p.m., New York City time, on the purchase date, either by making such 2002 Series A Bonds available to be picked up by the Remarketing Agent at the Trustee's window or by delivery to the Remarketing Agent at an address furnished to the Trustee by the Remarketing Agent, at the option of the Remarketing Agent. Such payment by the Remarketing Agent pursuant to authorization shall be made no later than 2:00 p.m., New York City time, on such date.

(c) Purchase and Delivery of Tendered Flexible Rate Bonds. The provisions of Section 401(e) shall apply to tenders pursuant to this Section 402, provided that for the purpose of so applying such provisions:

(i) the notices required pursuant to Section 401(e)(i) shall be given on the date of purchase at or before (A) 11:30 a.m., New York City time, in the case of the notice from the Remarketing Agent as to the principal amount of 2002 Series A Bonds remarketed for which they will transfer funds to the Trustee, provided that such notice shall be given only in the event that the

Remarketing Agent has failed to remarket 2002 Series A Bonds and shall specify the principal amount of 2002 Series A Bonds which the Remarketing Agent has failed to remarket (and in the absence of such notice the Trustee may conclusively assume that the Remarketing Agent has remarketed all 2002 Series A Bonds to be purchased on such date and will transfer such remarketing proceeds to the Trustee) and the Trustee shall use its best efforts to promptly notify the Liquidity Facility Provider by telephone (promptly confirmed in writing) of the principal amount of Bonds which it has been advised the Remarketing Agent has failed to remarket, and (B) 12:00 p.m., New York City time, in the case of the notice from the Remarketing Agent providing information concerning the purchasers of the 2002 Series A Bonds;

(ii) the manner and time of payment of remarketing proceeds shall be as specified in subsection 402(b) above;

(iii) all payments to tendering Holders shall be paid in immediately available funds at or before 2:00 p.m. New York City time, on the purchase date (but only upon presentation of such 2002 Series A Bond or Bonds);

(iv) the deliveries of 2002 Series A Bonds under Section 402(a) shall be required to be made at or before 12:00 noon, New York City time, on each purchase date; and

(v) if the Holder of any 2002 Series A Bond bearing interest at a Flexible Rate fails to deliver such 2002 Series A Bond to the Trustee for purchase on the last day of the Flexible Rate Period, and if the Trustee is in receipt of the purchase price therefor, such 2002 Series A Bond shall nevertheless be deemed purchased on the day fixed for purchase thereof and ownership of such 2002 Series A Bond shall be transferred to the purchaser thereof as provided herein, and such former Holder shall have no further rights thereunder except the right to receive the purchase price thereof and accrued interest thereon to the last day of such Flexible Rate Period upon presentation and surrender of said 2002 Series A Bond to the Trustee.

403. Mandatory Tender Upon Variable or Flexible Rate Conversion.

(a) Conversions to Variable Rate Periods. On any Variable Rate Conversion Date pursuant to Section 302(d) or 302(e) hereof, 2002 Series A Bonds to be Converted from Flexible Rate Periods to a Variable Rate Period or from any Variable Rate Period to a different type of Variable Rate Period (other than 2002 Series A Bonds to be Converted to a Weekly Rate pursuant to Section 301 or 302(a)(ii) hereof) are subject to mandatory tender for purchase on the Conversion Date at a purchase price equal to the principal amount thereof plus, if the applicable purchase date is other than an Interest Payment Date for such 2002 Series A Bonds, any accrued interest thereon to the purchase date.

(b) Conversion to Flexible Rate Periods. On any Flexible Rate Conversion Date pursuant to Section 303(b) hereof, the 2002 Series A Bonds are subject to mandatory tender for purchase on the applicable Conversion Date at a purchase price equal to the principal amount thereof plus, if the applicable purchase date is other than an Interest Payment Date for such 2002 Series A Bonds, any accrued interest thereon to the purchase date.

(c) Notice to Holders. Any notice of a Conversion Date given to Holders pursuant to Section 302(d)(v), 302(e)(ii) or 303(b)(iv) hereof shall, in addition to the requirements of such Section, state (i) whether the 2002 Series A Bonds to be Converted will be subject to mandatory tender for purchase on the Conversion Date, (ii) if the 2002 Series A Bonds are subject to such mandatory tender, the time at which 2002 Series A Bonds are to be tendered for purchase and the requirements of such tender, and (iii) if the 2002 Series A Bonds are subject to such mandatory tender, the purchase price for the 2002 Series A Bonds.

(d) Remarketing. Subject to and in accordance with the provisions of the Remarketing Agreement, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for such 2002 Series A Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price of tendered 2002 Series A Bonds by the Remarketing Agent to the Trustee in immediately available funds, at or before 1:00 p.m., New York City time, on the Conversion Date.

(e) Purchase and Delivery of Tendered 2002 Series A Bonds. The provisions of Section 401(e) hereof shall apply to tenders pursuant to this Section 403 with respect to 2002 Series A Bonds bearing interest at Variable Rates; provided, however, that for the purpose of applying such provisions:

(i) the notices required pursuant to Section 401(e)(i) shall be given as therein described;

(ii) the manner and time of payment of remarketing proceeds referred to in Section 401(e) (ii) shall be as specified in subsection (d) above;

(iii) all payments to tendering Holders referred to in Section 401(e) (iii) shall be made in immediately available funds; and

(iv) the deliveries of 2002 Series A Bonds under Section 401(e) (vi) shall be required to be made at or before 12:00 noon, New York City time, on the Conversion Date.

The provisions of Section 402(c) hereof shall apply to tenders pursuant to this Section 403 with respect to 2002 Series A Bonds bearing interest at Flexible Rates.

404. Mandatory Tender Upon Termination, Cancellation, Replacement or Expiration of Liquidity Facility or Credit Facility, Mandatory Credit/Liquidity Tender; or Mandatory Tender Upon Fixed Rate Conversion and Auction Rate Conversion.

(a) Mandatory Tender for Purchase upon Termination, Cancellation, Replacement or Expiration of Liquidity Facility or Credit Facility; Mandatory Credit/Liquidity Tender. If at any time 2002 Series A Bonds shall cease to be subject to purchase pursuant to the Liquidity Facility or the Credit Facility then in effect as a result of (i) the termination, cancellation, replacement or expiration of the term, as extended, of that Liquidity Facility or Credit Facility, including but not limited to termination at the option of the Authority in accordance with the terms of such Liquidity Facility or Credit Facility, or (ii) the occurrence of a Mandatory Credit/Liquidity Tender, then the 2002 Series A Bonds shall be purchased or deemed purchased at a purchase price equal to the

principal amount thereof plus, if the applicable Purchase Date is other than an Interest Payment Date for such 2002 Series A Bonds, any accrued interest thereon to the Purchase Date. Any purchase of the Bonds pursuant to this Section 404(a) shall occur: (1) on the fifth Business Day preceding any such expiration or termination of such Liquidity Facility or Credit Facility without replacement by an Alternate Liquidity Facility or an Alternate Credit Facility or as a result of a Mandatory Credit/Liquidity Tender, and (2) on the proposed date of the replacement of a Liquidity Facility or a Credit Facility with an Alternate Liquidity Facility or Alternate Credit Facility, respectively, is to become effective. In the case of any replacement of an existing Liquidity Facility or Credit Facility, the existing Liquidity Facility or Credit Facility will be drawn upon to pay the purchase price, if necessary, rather than the Alternate Liquidity Facility or the Alternate Credit Facility. No mandatory tender pursuant to this Section 404(a) will be effected upon the replacement of a Liquidity Facility or a Credit Facility in the case where the Liquidity Facility Provider or the Credit Provider is failing to honor conforming draws. The assignment of any Liquidity Facility to a Liquidity Facility Provider which relieves the prior Liquidity Facility Provider of its obligation to purchase Bonds shall be considered a replacement for the purposes of this Section 404(a).

(b) Mandatory Tender on Fixed Rate Conversion Date or Auction Rate Conversion Date. Any Variable Rate Bonds or Flexible Rate Bonds to be Converted to bear interest at the Fixed Rate or the Auction Rate pursuant to Section 304 or 305 hereof, as applicable, shall be subject to mandatory tender for purchase on the Fixed Rate Conversion Date or Auction Rate Conversion Date at a purchase price equal to the principal amount thereof plus any accrued interest thereon to the purchase date.

(c) [Reserved].

(d) Notice to Holders. Any notice of Conversion given to the Holders pursuant to Sections 304(b)(ii) or 305(a)(ii) hereof shall, in addition to the requirements of such Section, state that the 2002 Series A Bonds are subject to mandatory tender for purchase on the Fixed Rate Conversion Date or Auction Rate Conversion Date, specify the purchase price to be paid therefor upon such mandatory tender, and state that if such 2002 Series A Bonds are Liquidity Facility Bonds, the Liquidity Facility shall terminate on the fifth (5th) Business Day following the Fixed Rate Conversion Date or Auction Rate Conversion Date with respect to the 2002 Series A Bonds being Converted. Promptly upon the receipt of notice of a proposed Mandatory Credit/Liquidity Tender from the Liquidity Facility Provider, but in no event more than three (3) Business Days after receipt, the Trustee shall give notice to the Credit Provider and the Holders of all Liquidity Facility Bonds of the proposed Mandatory Credit/Liquidity Tender. Additionally, the Trustee shall give notice by first class mail to the Holders of such Liquidity Facility Bonds of the termination, cancellation, replacement or expiration of a Liquidity Facility or a Credit Facility at least fifteen (15) days prior to such termination, cancellation, replacement or expiration, stating as follows: (i) the effective date of such termination, cancellation, replacement or expiration and (ii) that the 2002 Series A Bonds are subject to mandatory tender pursuant to Section 404(a) and the date for such mandatory tender. Any notice with respect to the delivery of an Alternate Liquidity Facility given to the Holders pursuant to Section 802 hereof, shall in addition to the requirements of such Section, state that the 2002 Series A Bonds bearing interest at a Variable Rate or Flexible Rate are subject

to mandatory tender for purchase on the Business Day upon which an Alternate Liquidity Facility is to be substituted for the Liquidity Facility then in effect.

(e) Remarketing. Subject to and in accordance with the provisions of the Remarketing Agreement, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for the 2002 Series A Bonds. With respect to 2002 Series A Bonds tendered for purchase on the Fixed Rate Conversion Date or Auction Rate Conversion Date, in no event shall the Remarketing Agent sell any such 2002 Series A Bond to any person unless the Remarketing Agent has advised such Person of the fact that, after the Fixed Rate Conversion Date or Auction Rate Conversion Date, the 2002 Series A Bonds will no longer be subject to tender at the option of the Holder. With respect to 2002 Series A Bonds tendered for purchase on the mandatory tender date established pursuant to Section 404(a) hereof, in no event shall the Remarketing Agent sell any such 2002 Series A Bond to any person unless the Remarketing Agent has advised such person of the change in the Liquidity Facility available for the 2002 Series A Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price to the Trustee of the tendered 2002 Series A Bonds in immediately available funds, at or before 1:00 p.m., New York City time, on the mandatory tender date.

(f) Purchase and Delivery of Tendered 2002 Series A Bonds. The provisions of Section 401(e) shall apply to mandatory tenders pursuant to this Section 404; provided, however, that for the purpose of so applying such provisions:

(i) the notices required pursuant to Section 401(e)(i) shall be given as therein described;

(ii) the manner and time of payment of remarketing proceeds referred to in Section 401(e) (ii) shall be as specified in subsection 404(e) above; and

(iii) the deliveries of 2002 Series A Bonds under Section 401(e)(vi) shall be required to be made at or before 12:00 noon, New York City time, on the Conversion Date or the mandatory tender date established under Section 404(a) hereof, as the case may be.

The provisions of Section 402(c) shall apply to tenders pursuant to this Section 404 with respect to 2002 Series A Bonds bearing interest at Flexible Rates.

405. Inadequate Funds for Tenders. If the funds available for purchases of 2002 Series A Bonds pursuant to this Article IV are inadequate for the purchase of all 2002 Series A Bonds tendered on any purchase date, the Trustee shall: (a) return all tendered 2002 Series A Bonds to the Holders thereof; (b) return all moneys received for the purchase of such 2002 Series A Bonds to the persons providing such moneys; and (c) in the case of any optional tender pursuant to Section 401, take such action as may be necessary to arrange for the purchase and delivery of such tendered 2002 Series A Bonds on each succeeding Business Day until the Business Day on which funds available for purchase of 2002 Series A Bonds are adequate for the purchase of all 2002 Series A Bonds tendered on the applicable purchase date in accordance with the terms and conditions of this Article IV (in reliance on earlier delivered notices, directions and confirmations). Any subsequent Business Day on which tendered 2002 Series A Bonds are purchased and

delivered in accordance with (c) above shall be a purchase date for purposes of this Article IV. Any 2002 Series A Bonds returned to the Holders, as provided above, shall bear interest at a rate equal to the Weekly Rate until purchased and delivered in accordance with (c) above.

406. Tenders Subject to Authorized Denominations. Any other provision of this 2002 Series A Resolution to the contrary notwithstanding, no tender of any 2002 Series A Bond (or portion thereof) for purchase hereunder may result in a 2002 Series A Bond being outstanding in other than an Authorized Denomination after the date to which such tender pertains.

407. Moneys for Purchase Prices of 2002 Series A Bonds Held Solely for Such Purchase Price. Any other provision of this 2002 Series A Resolution to the contrary notwithstanding, all moneys received by the Trustee to be used to pay the purchase price of 2002 Series A Bonds tendered or deemed tendered under this Article IV shall be deposited by the Trustee in the Purchase Fund to be used solely for the payment of the purchase price of tendered 2002 Series A Bonds and shall not be invested or commingled with other funds held by the Trustee and shall not be deposited in the General Receipts Fund.

408. No Optional Tenders on Mandatory Tender Dates. Any other provision of this 2002 Series A Resolution to the contrary notwithstanding, 2002 Series A Bonds which are subject to mandatory tender for purchase pursuant to Section 403 or 404 hereof shall not be subject to optional tender for purchase pursuant to Section 401 hereof.

409. Remarketing of Tendered 2002 Series A Bonds At Par. Any other provision of this 2002 Series A Resolution to the contrary notwithstanding, all 2002 Series A Bonds tendered for purchase pursuant to Section 401, 402, 403 or 404 hereof may only be offered and sold by the Remarketing Agent at a price equal to the principal amount thereof plus accrued interest, if any, thereon.

410. Selection by Lot. Except as otherwise provided in Section 302(d) or (e), 303, 305 or 505 hereof, if less than all of the 2002 Series A Bonds of any one maturity are to be purchased or Converted pursuant to this 2002 Series A Resolution, the particular 2002 Series A Bonds to be tendered for purchase or Converted shall be selected by the Trustee by such method as the Trustee deems fair and appropriate for such partial tender or Conversion, including but not limited to the following method. The Trustee may assign to each 2002 Series A Bond Outstanding of the maturity to be purchased or Converted a distinctive number for each unit of the principal amount of such 2002 Series A Bond equal to the applicable Authorized Denomination of the 2002 Series A Bonds and shall select, using such method of selection as the Trustee shall deem fair and appropriate in its discretion, from the numbers of all such 2002 Series A Bonds then Outstanding as many numbers as, at the unit amount equal to the 2002 Series A Bonds for each number, shall equal the principal amount of such 2002 Series A Bonds to be purchased or Converted. The 2002 Series A Bonds to be purchased or Converted shall be the 2002 Series A Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such 2002 Series A Bond shall be purchased or Converted as shall equal the Authorized Denomination unit for which each number had been assigned to it and so selected. Unless the Authority shall have given direction to the contrary, if at the time of selection of 2002 Series A Bonds for purchase or Conversion there is more than one Rate Period applicable to such 2002

Series A Bonds, such 2002 Series A Bonds shall be selected, using the foregoing procedures, on a reasonably proportionate basis from 2002 Series A Bonds in all then applicable Rate Periods. For the purposes of this Section 410, 2002 Series A Bonds which have theretofore been selected by lot for purchase or Conversion and 2002 Series A Bonds registered in the name of the Authority shall not be deemed Outstanding.

ARTICLE V
REDEMPTION OF 2002 Series A BONDS

501. Redemption Requirements. The 2002 Series A Bonds shall be subject to mandatory redemption (solely with Available Moneys if a Credit Facility is in effect) in part on April 1 and October 1 (provided, however, that if any 2002 Series A Bonds bear interest at an Auction Rate and such April 1 or October 1 is not an Interest Payment Date, such Bonds shall be subject to mandatory redemption on the Interest Payment Date immediately preceding such April 1 or October 1 and provided, further, that if any 2002 Series A Bonds bear interest at a Flexible Rate and such April 1 or October 1 is not an Interest Payment Date, such Bonds shall be subject to mandatory redemption on the Interest Payment Date immediately following such April 1 or October 1) at a Redemption Price equal to the principal amount thereof, plus accrued interest to the date of redemption, in such years and such amounts as shall be approved by an Authorized Representative, which approval shall be evidenced by the Redemption Requirements set forth in the Purchase Contract executed by the Authority (subject to reduction as provided in the General Resolution and to adjustments, if any, set forth, in the Purchase Contract). No notice of optional redemption shall be given by the Trustee for 2002 Series A Bonds unless at the time of the giving of such notice there are sufficient funds on deposit in the General Receipts Fund to pay the Redemption Price of such 2002 Series A Bonds. Such funds shall be held uninvested or invested only in Permitted Investments which are rated at least the then existing rating on the 2002 Series A Bonds and which mature at or prior to the applicable redemption date. Except as otherwise provided in the Purchase Contract, if 2002 Series A Bonds are in more than one Rate Period on the date that the 2002 Series A Bonds are subject to a Redemption Requirement, the Trustee shall select the 2002 Series A Bonds for such redemption on a pro rata basis for each Rate Period subject to appropriate adjustments for Authorized Denominations.

502. Optional Redemption. The 2002 Series A Bonds shall be subject to redemption (solely with Available Moneys if a Credit Facility is in effect) at the option of the Authority from any moneys available therefor in whole or in part, as follows:

(a) 2002 Series A Bonds which bear interest during an Auction Rate Period shall be subject to redemption prior to maturity at the option of the Authority on any Interest Payment Date at the principal amount thereof, plus accrued interest to the redemption date, in whole or in part, from any source of funds available to the Authority at a redemption price equal to the principal amount thereof, plus interest accrued and unpaid thereon to the redemption date.

(b) 2002 Series A Bonds which bear interest at Daily Rates or Weekly Rates may be called for redemption prior to maturity, at any time, in whole or in part, on any Business Day at a redemption price equal to the principal amount thereof, plus interest accrued and unpaid thereon to the redemption date.

(c) 2002 Series A Bonds which bear interest at Flexible Rates are subject to redemption by the Authority, in whole or in part, on the last day of the applicable Rate Period at a redemption price equal to the principal amount thereof plus any accrued interest thereon to the redemption date.

(d) 2002 Series A Bonds which bear interest at a Fixed Rate shall be subject to redemption prior to maturity at the option of the Authority on any date following the tenth anniversary of the Conversion Date relating to such 2002 Series A Bonds at a redemption price equal to 100% of the principal amount of such 2002 Series A Bonds to be redeemed, plus accrued interest to the redemption date, in whole or in part, from any source of funds available to the Authority.

No notice of any optional redemption shall be given by the Trustee for any Bond unless at the time of the giving of such notice there are sufficient funds on deposit in the General Receipts Fund to pay the Redemption Price of such Bond.

The 2002 Series A Bonds to be redeemed pursuant to this Section 502 shall be selected from the eligible outstanding maturities of 2002 Series A Bonds on such basis as shall be determined by the Authority, subject to Section 505 hereof.

503. Special Redemption. The 2002 Series A Bonds are redeemable (solely with Available Moneys if a Credit Facility is in effect), at the option of the Authority, at the principal amount thereof plus accrued interest to the redemption date at any time, in whole or in part, to the extent of Recovery Payments, Mortgage Prepayments, unexpended 2002 Series A Bond proceeds and moneys available therefor pursuant to Section 603(5) of the General Resolution. No notice of any special redemption shall be given by the Trustee for 2002 Series A Bonds unless at the time of the giving of such notice there are sufficient funds on deposit with the Trustee to pay the Redemption Price of such 2002 Series A Bonds. The 2002 Series A Bonds to be redeemed pursuant to this section shall be selected from the outstanding 2002 Series A Bonds on such basis as shall be determined by the Authority, subject to Section 505 hereof.

504. Mandatory Redemption of Bank Bonds. Bank Bonds shall be subject to mandatory redemption in such principal amounts and on such dates determined as provided in the Liquidity Facility. The Authority shall be obligated to pay such amounts on such dates notwithstanding its inability to deliver a Cash Flow Statement as required by Section 914 of the General Resolution; provided, however, that the payment of such amounts shall be from sources other than the Pledged Funds.

505. Selection of 2002 Series A Bonds for Redemption. Notwithstanding any provisions of this 2002 Series A Resolution to the contrary, the Bank Bonds shall always be subject to redemption and shall be selected first for any redemption by the Trustee.

ARTICLE VI
REQUIREMENTS IN FUNDS; ESTABLISHMENT AND USE OF PURCHASE FUND; CREDIT FACILITY

601. Deposit of 2002 Series A Bond Proceeds.

(a) The proceeds of the 2002 Series A Bonds shall be deposited into the Bond Proceeds Fund and shall be invested by the Trustee pursuant to written instructions (or oral instructions promptly confirmed in writing) from the Authority only in Permitted Investments.

(b) Promptly after deposit of the proceeds of sale of the 2002 Series A Bonds in the Bond Proceeds Fund, the Trustee shall transfer for deposit in the Capital Reserve Fund an amount from available funds which, when added to the amount then on deposit in or credited thereto, shall constitute an amount at least equal to the Capital Reserve Fund Requirement; provided, however, that the Authority may, in lieu of or in replacement of or in addition to the deposits to the Capital Reserve Fund, obtain and pledge to the Capital Reserve Fund a Letter or Letters of Credit and/or Surety Bond, which Letter of Credit shall be exclusively available to be drawn on and which Surety Bond shall unconditionally and irrevocably guarantee payment for the purposes of the Capital Reserve Fund. Any moneys so replaced by a Letter of Credit or Surety Bond shall be withdrawn by the Trustee and paid to the Bond Proceeds Fund. The amount of moneys on deposit in the Capital Reserve Fund, or the amount of a Letter or Letters of Credit pledged to and exclusively available to be drawn on or Surety Bond or Bonds pledged to unconditionally and irrevocably guarantee payment for the purposes of the Capital Reserve Fund which, when combined with any moneys on deposit therein, and any other Letters of Credit or Surety Bond pledged thereto and exclusively available to be drawn on or which shall unconditionally and irrevocably guarantee payment for the purposes thereof, shall equal the Capital Reserve Fund Requirement.

If at any time the Trustee is required by Section 604(2) of the General Resolution to transfer moneys from the Capital Reserve Fund to the General Receipts Fund, the Trustee shall make such transfer to the General Receipts Fund from any moneys which shall then be on deposit in the Capital Reserve Fund, and if the moneys in the Capital Reserve Fund are not sufficient to make up the deficiency in the General Receipts Fund, the Trustee shall make a draw under any Letter of Credit or require payment under any Surety Bond which may be pledged to the Capital Reserve Fund and deposit such proceeds to the General Receipts Fund to the extent of the deficiency in the General Receipts Fund.

For purposes of calculating the Capital Reserve Fund Requirement for the 2002 Series A Bonds the Authority shall reduce the amount of principal maturity of the 2002 Series A Bonds maturing on the last maturity date by an amount no greater than the lesser of (i) the moneys or securities in the Capital Reserve Fund as of the date of calculation or (ii) the principal amount to be paid on the last maturity date of the 2002 Series A Bonds.

(c) All moneys representing accrued interest on the 2002 Series A Bonds, if any, shall be deposited to the credit of the General Receipts Fund (to be applied to the payment of interest on the 2002 Series A Bonds on the first Interest Payment Date following the Closing Date).

(d) The Authority shall pay from its Operating Fund any Costs of Issuance not paid from the proceeds of the 2002 Series A Bonds or moneys made available as a result of the redemption of the Authority's Rental Housing Revenue Bonds, 1992 Series A from the proceeds of the 2002 Series B Bonds and the 2002 Series C Bonds.

602. Purchase Fund. (a) There is hereby created and established for the 2002 Series A Bonds a Purchase Fund to be held by the Trustee. The Purchase Fund and the moneys on deposit therein, if any, shall not be deemed to be Pledged Funds for purposes of the General Resolution and shall not be subject to the lien of the Trustee set forth in Section 804 of the General Resolution. Upon receipt of the proceeds of a remarketing or an advance under the Liquidity Facility to pay the purchase price of 2002 Series A Bonds during a Variable Rate Period or a Flexible Rate Period, if such remarketing proceeds are insufficient for the payment of the purchase price, the Trustee shall deposit such money in the Purchase Fund for application to the purchase price of 2002 Series A Bonds upon receipt of such 2002 Series A Bonds.

(b) On or after any purchase date, any funds remaining in the Purchase Fund after payment in full of the purchase price on all optionally or mandatorily tendered 2002 Series A Bonds on such date shall be transferred to the Liquidity Facility Provider, but not in excess of the amount necessary to reimburse the Liquidity Facility Provider for the portion, if any, of the advance under the Liquidity Facility with respect to the purchase price of such 2002 Series A Bonds during a Variable Rate Period or a Flexible Rate Period on such date, and any excess after all such payments have been made shall be paid to the Authority.

(c) Amounts held by the Trustee to pay the purchase price of 2002 Series A Bonds shall be held for the account of the previous Holder of the remarketed 2002 Series A Bonds, including the Liquidity Facility Provider if such 2002 Series A Bonds are Bank Bonds that are remarketed. Such amounts shall not be invested and shall not be commingled with other funds held by the Trustee.

603. Credit Facility; Credit Facility Fund. (a) The Trustee shall hold and maintain the Credit Facility (if any) for the benefit of the Holders until such Credit Facility expires or terminates in accordance with its terms. Subject to the provisions of this Resolution, the Trustee shall enforce all terms, covenants and conditions of each Credit Facility, including payment when due of any draws on such Credit Facility, and the provisions relating to the payment of draws on, and reinstatement of amounts that may be drawn under, such Credit Facility, and will not consent to, agree to or permit any amendment or modification of such Credit Facility which would materially adversely affect the rights or security of the Holders. If at any time during the term of a Credit Facility any successor Trustee shall be appointed and qualified under this Resolution, the resigning or removed Trustee shall request that the Credit Provider transfer such Credit Facility to the successor Trustee. If the resigning or removed Trustee fails to make this request, the successor Trustee shall do so before accepting appointment. When a Credit Facility expires or terminates in accordance with its terms or is replaced by an Alternate Credit Facility, the Trustee shall immediately cancel and surrender such Credit Facility to the Credit Provider. All provisions herein relating to the rights of the Credit Provider shall be of no force and effect if (i) there is no Credit Facility or Alternate Credit Facility in effect, (ii) all amounts owing to the Credit Provider under the Reimbursement Agreement have been paid in full, and (iii) if the

Credit Provider and the Liquidity Facility Provider are the same entity, there are no Bank Bonds outstanding and all amounts owing to the Liquidity Facility Provider have been paid in full.

(b) While a Credit Facility is in effect with respect to any 2002 Series A Bonds, the Trustee shall, on the Business Day preceding each Interest Payment Date and Principal Payment Date, before 3:00 p.m., New York City time on such day, draw on the Credit Facility in accordance with the terms thereof so as to receive thereunder by 12:00 p.m. New York City on said Interest Payment Date and Principal Payment Date, an amount, in immediately available funds, equal to the amount of interest and principal payable on such 2002 Series A Bonds on such Interest Payment Date and Principal Payment Date. The proceeds of such draws shall be deposited in the Credit Facility Fund pursuant to Section 603(c) hereof and shall be applied to pay principal of and interest on the 2002 Series A Bonds prior to the application of any other funds held by the Trustee therefor. If for any reason the Credit Provider dishonors or repudiates a drawing on the Credit Facility such that funds are not available under the Credit Facility for payment of principal or interest due on the 2002 Series A Bonds on any Interest Payment Date or Principal Payment Date, the Trustee shall immediately notify the Authority and withdraw moneys from the General Receipts Fund in accordance with Section 603(3) of the General Resolution as required to make all such payments of principal or interest then due on the 2002 Series A Bonds. Notwithstanding the foregoing, if the Credit Provider and the Liquidity Facility Provider are the same entity, the Trustee shall not draw on the Credit Facility with respect to any payments due or made in connection with Bank Bonds. In no event shall the Trustee draw on the Credit Facility with respect to any payments made in connection with Bonds not covered by the Credit Facility or 2002 Series A Bonds owned by, or on behalf of, the Authority.

(c) The Trustee shall deposit in the Credit Facility Fund all moneys derived from a drawing under a Credit Facility for the purpose of paying the principal of and interest on 2002 Series A Bonds subject to such Credit Facility when due. Moneys held in the Credit Facility Fund shall be held separate and apart from all other funds and accounts and shall not be commingled with any other moneys. Monies in the Credit Facility Fund shall remain uninvested. Moneys in the Credit Facility Fund shall be withdrawn by the Trustee from the Credit Facility Fund and applied to the payment of the principal of and interest on Bonds subject to such Credit Facility on each Principal Payment Date for such 2002 Series A Bonds (or other date upon which principal of such 2002 Series A Bonds is due) and Interest Payment Date for such 2002 Series A Bonds, *provided* that such moneys shall not be used to pay the principal of or interest on 2002 Series A Bonds not covered by the Credit Facility or 2002 Series A Bonds owned by, or on behalf of, the Authority.

ARTICLE VII
FORM, EXECUTION AND DELIVERY OF 2002 SERIES A BONDS

701. Form of 2002 Series A Bonds. Subject to the provisions of the General Resolution, the 2002 Series A Bonds and the Certificate of Authentication shall be of substantially the form and tenor as set forth in the attached EXHIBIT A (in the case of Auction Bonds) or EXHIBIT B (in the

case of 2002 Series A Bonds bearing interest at a Variable Rate, Flexible Rate or Fixed Rate) in each case with necessary or appropriate variations, omissions and insertions as are incidental to their numbers, denominations, maturities, interest rate or rates, redemption provisions and other details thereof (including, without limitation, the provisions relating to mandatory tender for purchase thereof and the Auction Procedures).

702. Execution and Delivery of 2002 Series A Bonds.

(a) The 2002 Series A Bonds shall be (i) executed in the name of the Authority by the manual or facsimile signatures of the Chairperson and either the Executive Director or the Director of Finance of the Authority, or any person duly appointed and acting in either such capacity, and the corporate seal of the Authority (or facsimile thereof) shall be impressed thereon and (ii) authenticated by the manual signature of an authorized signer of the Trustee.

(b) The 2002 Series A Bonds shall be caused to be delivered by an Authorized Representative to the Purchasers upon payment of the purchase price plus accrued interest, if any, on the 2002 Series A Bonds from the date thereof to the date of delivery in immediately available federal funds to the Authority at the time or times and place or places of delivery.

(c) Initially, one fully-registered 2002 Series A Bond (each a "global 2002 Series A Bond") for each maturity of the 2002 Series A Bonds, in the aggregate principal amount of such maturity, shall be issued in the name of Cede & Co., as nominee of DTC.

703. Global Form; Securities Depository.

(a) Except as otherwise provided in this Section, the 2002 Series A Bonds shall be in the form of global 2002 Series A Bonds, shall be registered in the name of the Securities Depository or its nominee and ownership thereof shall be maintained in book entry form by the Securities Depository for the account of the Agent Members thereof. Except as provided in subsection (c) of this Section, 2002 Series A Bonds may be transferred, in whole but not in part, only to the Securities Depository or a nominee of the Securities Depository, or to a successor Securities Depository selected by the Authority, or to a nominee of such successor Securities Depository.

(b) The Authority and the Trustee shall have no responsibility or obligation with respect to:

(1) the accuracy of the records of the Securities Depository or any Agent Member with respect to any beneficial ownership interest in the 2002 Series A Bonds;

(2) the delivery to any Agent Member, beneficial owner of the 2002 Series A Bonds or other Person, other than the Securities Depository, of any notice with respect to the 2002 Series A Bonds;

(3) the payment to any Agent Member, beneficial owner of the Bonds or other Person, other than the Securities Depository, of any amount with respect to the principal of, premium, if any, or interest on, the 2002 Series A Bonds;

(4) any consent given by Cede & Co. as Bondholder of the 2002 Series A Bonds or any successor nominee of a Securities Depository as Bondholder of such Bonds; or

(5) the selection by the Securities Depository or any Agent Member of any beneficial owners to receive payment if any 2002 Series A Bonds are redeemed in part.

So long as the certificates for the 2002 Series A Bonds are not issued pursuant to subsection (c) of this Section, the Authority and the Trustee may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such 2002 Series A Bonds for all purposes whatsoever, including without limitation:

(1) the payment of principal, premium, if any, and interest on such 2002 Series A Bond;

(2) giving notices of redemption and other matters with respect to such 2002 Series A Bond; and

(3) registering transfers with respect to such 2002 Series A Bond.

(c) If at any time the Securities Depository notifies the Authority or the Trustee that it is unwilling or unable to continue as Securities Depository with respect to the 2002 Series A Bonds or if at any time the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation and a successor Securities Depository is not appointed by the Authority within 90 days after the Authority or the Trustee receives notice or becomes aware of such condition, as the case may be, paragraphs (a) and (b) of this Section shall no longer be applicable and the Authority shall execute and the Trustee shall authenticate and deliver certificates representing the 2002 Series A Bonds as provided in paragraph (d) below. In addition, the Authority may determine at any time that the 2002 Series A Bonds shall no longer be represented by global certificates and that the provisions of paragraphs (a) and (b) above shall no longer apply to the 2002 Series A Bonds. In any such event the Authority shall execute and the Trustee shall authenticate and deliver certificates representing the 2002 Series A Bonds as provided in paragraph (d) below.

(d) Certificates for the 2002 Series A Bonds issued in exchange for global certificates shall be registered in such names and authorized denominations as the Securities Depository, pursuant to instructions from the Agent Members or otherwise, shall instruct the Authority and the Trustee. The Trustee shall deliver such certificates representing the 2002 Series A Bonds to the Persons in whose names such 2002 Series A Bonds are so registered as soon as practicable.

704. Conflict With Letter of Representations. Notwithstanding any other provision of this 2002 Series A Resolution to the contrary, so long as any 2002 Series A Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal, Redemption Price and purchase price of and interest, if any, on such 2002 Series A Bond, all tenders with respect to such 2002 Series A Bond and all notices with respect to such 2002 Series A Bond shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations between DTC and the Authority.

ARTICLE VIII
ADDITIONAL PROVISIONS RELATING TO LIQUIDITY FACILITIES AND CREDIT FACILITIES

801. Liquidity Facility.

(a) The Trustee shall draw moneys under the Liquidity Facility in accordance with the terms thereof to the extent necessary to make full and timely payments of the purchase price required to be made pursuant to, and in accordance with, Section 401(e) hereof.

(b) The Liquidity Facility shall be an obligation of the Liquidity Facility Provider to pay to the Trustee, upon satisfaction of the terms set forth in the Liquidity Facility and subject to reduction as provided in (d) below, the purchase price of 2002 Series A Bonds tendered or deemed tendered and not remarketed by the Remarketing Agent on the date on which such 2002 Series A Bonds are to be purchased equal to the principal amount thereof plus interest accrued, if any, on such 2002 Series A Bonds to such optional tender date or mandatory tender date.

(c) Upon termination or replacement of the Liquidity Facility as provided therein, the Trustee shall give notice thereof to S&P and the existing Liquidity Facility Provider and the Liquidity Facility shall be surrendered by the Trustee to the Liquidity Facility Provider for cancellation on the date of such termination.

(d) The Liquidity Facility Provider's obligation under the Liquidity Facility will be reduced to the extent of any drawing thereunder subject to reinstatement as provided therein. In no event will the Trustee be entitled to make drawings under the Liquidity Facility for the payment of the purchase price of Bank Bonds, 2002 Series A Bonds owned by, or on behalf of, the Authority or 2002 Series A Bonds bearing interest at a Fixed Rate or Auction Rates.

(e) If at any time there shall cease to be any 2002 Series A Bonds Outstanding (other than 2002 Series A Bonds bearing interest at a Fixed Rate or Auction Rate), the Trustee shall surrender the Liquidity Facility to the Liquidity Facility Provider, in accordance with the terms of the Liquidity Facility, for cancellation. The Trustee shall comply with the procedures set forth in the Liquidity Facility relating to the termination thereof.

(f) If at any time the Trustee resigns or is removed in accordance with the General Resolution, the Trustee shall cause the Liquidity Facility to be transferred to its successor in accordance with the terms thereof.

(g) To the extent that this Resolution confers upon or gives or grants to the Liquidity Facility Provider any right, remedy or claim under or by reason of this Resolution, the Liquidity Facility Provider is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

802. Alternate Liquidity Facility. (a) The Authority may cancel or terminate a Liquidity Facility prior to its stated expiration or permit the expiration thereof in accordance with its terms and provide an Alternate Liquidity Facility in the form of a letter of credit, line of credit, standby purchase agreement or similar liquidity facility as the Authority may elect to furnish, but only in accordance with the provisions of this Section 802. The Liquidity Facility or Alternate Liquidity Facility also may be cancelled, terminated or permitted to expire without any Alternate Liquidity Facility being thereafter provided to support payment of the purchase price of 2002 Series A Bonds tendered for optional or mandatory tender hereunder, but only in accordance with the provisions of this Section 802. In the event the Liquidity Facility or Alternate Liquidity Facility then in effect is to be replaced, the Liquidity Facility or Alternate Liquidity Facility shall terminate in accordance with its terms.

(b) Upon receipt of notice from the Authority accompanied by a Favorable Opinion of Bond Counsel and the letter of each Rating Agency, if any, maintaining a rating on the 2002 Series A Bonds referred to below together with any documentation and opinions referred to in any such letter, the Trustee shall give notice (prepared by the Authority) by first-class mail to the Holders of the 2002 Series A Bonds not less than fifteen (15) days prior to the effective date of such change, stating as follows: (i) that the Liquidity Facility or the Alternate Liquidity Facility then in effect is to be changed, (ii) the effective date of such change, (iii) the form and substance of the Liquidity Facility or the Alternate Liquidity Facility then in effect, (iv) if applicable, that the 2002 Series A Bonds are subject to mandatory tender for purchase pursuant to Section 404 hereof and the date for such mandatory tender, (v) the form and substance of the Alternate Liquidity Facility to be in effect on the date specified in (ii) above, and (vi) that such change will or will not, as the case may be, result in a reduction or withdrawal of the rating, if any, of the 2002 Series A Bonds then in place.

(c) Upon receipt of notice from the Authority accompanied by the opinion of Bond Counsel referred to in subsection (d) below, the Trustee shall give notice (prepared by the Authority) by first-class mail to the Holders of the 2002 Series A Bonds, with a copy to the Liquidity Facility Provider, not less than fifteen (15) days prior to the effective date of such change if the 2002 Series A Bonds then bear interest at the Daily Rate, the Weekly Rate, or Flexible Rates, stating as follows: (i) that the Liquidity Facility or the Alternate Liquidity Facility then in effect will expire or be terminated, (ii) the effective date of such expiration or termination, (iii) that a substitute Alternate Liquidity Facility will not be provided, and (iv) that the 2002 Series A Bonds are subject to mandatory tender for purchase pursuant to Section 404 hereof and the date for such mandatory tender.

(d) Any provisions of this 2002 Series A Resolution to the contrary notwithstanding, no change with respect to a Liquidity Facility or any Alternate Liquidity Facility (except the expiration thereof in accordance with its terms) shall become effective unless there is delivered to the Trustee (i) an opinion of Bond Counsel stating that such change is authorized or permitted by the terms of this 2002 Series A Resolution and that such change will not adversely affect the validity of the 2002 Series A Bonds or the exclusion from federal gross income of the interest on the 2002 Bonds or require the registration of any security under the Securities Act of 1933, as amended, or the qualification of any indenture under the Trust Indenture Act of 1939, as amended, (ii) in the case of an Alternate Liquidity Facility, an opinion of counsel for the provider

of the Alternate Liquidity Facility in substantially the form delivered to the Trustee upon the issuance of the Liquidity Facility, and (iii) in the case of a change under this Section 802, a letter from each Rating Agency, if any, then maintaining a rating on the 2002 Series A Bonds to the effect that such change will or will not, as the case may be, result in a reduction or withdrawal of the rating of the 2002 Series A Bonds then in place.

(e) Any other provisions of this 2002 Series A Resolution to the contrary notwithstanding, each Alternate Liquidity Facility delivered to the Trustee in accordance with this Section 802 (i) must be in the form of a letter of credit, line of credit, standby purchase agreement or similar liquidity facility entered into by the Authority in conneciton with any prior Series of Bonds and (ii) must be for a term of at least one (1) year after the effective date of such Alternate Liquidity Facility (or until the stated maturity date of the 2002 Series A Bonds, if earlier).

803. Credit Facility.

(a) The Credit Facility will be an irrevocable direct pay letter of credit of the Credit Provider providing for direct payments to or upon the order of the Trustee of amounts up to (1) the principal of the 2002 Series A Bonds when due on any Principal Payment Date; and (2) interest on the 2002 Series A Bonds when due on any Interest Payment Date up to the Interest Coverage Requirement.

(c) Upon termination or replacement of a Credit Facility as provided therein, the Trustee shall give notice thereof to S&P and the existing Credit Provider and the Credit Facility shall be surrendered by the Trustee to the Credit Provider for cancellation on the date of such termination.

(d) A Credit Provider's obligation under a Credit Facility will be reduced to the extent of any drawing thereunder subject to reinstatement as provided therein. In no event will the Trustee be entitled to make drawings under a Credit Facility for the payment of the purchase price of Bank Bonds, 2002 Series A Bonds owned by, or on behalf of, the Authority or 2002 Series A Bonds bearing interest at a Fixed Rate.

(e) If at any time there shall cease to be any 2002 Series A Bonds Outstanding, the Trustee shall surrender the Credit Facility to the Credit Provider, in accordance with the terms of the Credit Facility, for cancellation. The Trustee shall comply with the procedures set forth in the Credit Facility relating to the termination thereof.

(f) If at any time the Trustee resigns or is removed in accordance with the General Resolution, the Trustee shall cause the Credit Facility to be transferred to its successor in accordance with the terms thereof.

(g) To the extent that this 2002 Series A Resolution confers upon or gives or grants to the Credit Provider any right, remedy or claim under or by reason of this 2002 Series A Resolution, the Credit Provider is hereby explicitly recognized as being a third-party beneficiary

hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

(h) To the extent that principal and/or interest due on the 2002 Series A Bonds has been paid by the Credit Provider pursuant to the Credit Facility for which the Credit Provider has not been reimbursed under the Reimbursement Agreement, then:

(A) such 2002 Series A Bonds shall remain Outstanding for all purposes under the General Resolution, not be defeased or otherwise satisfied and not be considered paid by the Authority and the pledge of the Pledged Funds under the General Resolution and all covenants, agreements and other obligations of the Authority to the Holders of 2002 Series A Bonds shall continue to exist and shall run to the benefit of the Credit Provider, including without limitation the pledges made by the Authority to the Trustee for the benefit of the Bondholders in Sections 601 and 913 of the General Resolution; and

(B) the Credit Provider shall be subrogated to the extent of such draws on the Credit Facility or the Authority's indebtedness owing to the Credit Provider pursuant to the terms of the Reimbursement Agreement to all rights of the Holders of 2002 Series A Bonds to enforce the payment of the 2002 Series A Bonds from the Revenues and all other rights of the Holders of 2002 Series A Bonds under the 2002 Series A Bonds, this 2002 Series A Resolution and the General Resolution.

804. Alternate Credit Facility.

(a) The Authority may cancel or terminate a Credit Facility prior to its stated expiration or permit the expiration thereof in accordance with its terms and provide an Alternate Credit Facility in the form of a direct pay letter of credit, but only in accordance with the provisions of this Section 804. A Credit Facility also may be cancelled, terminated or permitted to expire without any Alternate Credit Facility being thereafter provided.

(b) The Authority may elect to replace any Credit Facility with an Alternate Credit Facility conforming to the requirements of Section 803. The Authority shall provide written notice to the Trustee (a copy of which shall be delivered to the Credit Provider providing the current Credit Facility) not less than 30 days prior to such delivery (or such shorter period as shall be acceptable to the Trustee but not less than 15 days) of the Authority's intention to provide for delivery of such Alternate Credit Facility and the anticipated date of such delivery. Upon receipt of such notice, the Trustee shall take all actions necessary to subject the 2002 Series A Bonds to mandatory tender as described in Section 404(a) hereof on the proposed effective date of such Alternate Credit Facility. The Trustee shall give notice (prepared by the Authority) by first-class mail to the Holders of the 2002 Series A Bonds not less than fifteen (15) days prior to the effective date of delivery of the Alternate Credit Facility, stating that the 2002 Series A Bonds are subject to mandatory tender for purchase pursuant to Section 404(a) hereof due to the delivery of such Alternate Credit Facility and the date for such mandatory tender. Any Alternate Credit Facility delivered to the Trustee must be accompanied by (1) a Favorable Opinion of Bond Counsel as to the delivery of the Alternate Credit Facility; and stating that delivery of the Alternate Credit Facility is authorized under this Resolution and complies with its

terms; (2) an opinion of Counsel to the issuer of such Alternate Credit Facility stating that such Alternate Credit Facility is a legal, valid, binding and enforceable obligation of such issuer in accordance with its terms; and a letter of each Rating Agency, if any, maintaining a rating on the 2002 Series A Bonds evidencing the rating of the 2002 Series A Bonds to be effective upon the delivery of such Alternate Credit Facility.

(c) In the event that a Credit Facility will not be replaced after expiration, termination or cancellation of such Credit Facility, upon receipt of notice from the Authority accompanied by the opinion of Bond Counsel referred to in subsection (d) below, the Trustee shall give notice (prepared by the Authority) by first-class mail to the Holders of the 2002 Series A Bonds then supported by the Credit Facility, with a copy to the Credit Provider, not less than fifteen (15) days prior to the effective date of such change if the 2002 Series A Bonds then bear interest at a Variable Rate, stating as follows: (i) that the Credit Facility then in effect will expire or be terminated, (ii) the effective date of such expiration or termination, (iii) that a substitute Alternate Credit Facility will not be provided, and (iv) that the 2002 Series A Bonds are subject to mandatory tender for purchase pursuant to Sections 404 and 405 hereof, and the date for such mandatory tender.

(d) Any provisions of this 2002 Series A Resolution to the contrary notwithstanding, no amendment to a Credit Facility (except amendments to extend the Expiration Date) shall become effective unless there is delivered to the Trustee (i) an opinion of Bond Counsel stating that such change is authorized or permitted by the terms of this 2002 Series A Resolution and that such change will not adversely affect the validity of the 2002 Series A Bonds or the exclusion from federal gross income of the interest on the 2002 Bonds or require the registration of any security under the Securities Act of 1933, as amended, or the qualification of any indenture under the Trust Indenture Act of 1939, as amended, and (ii) a letter from each Rating Agency, if any, then maintaining a rating on the 2002 Series A Bonds to the effect that such amendment will or will not, as the case may be, result in a reduction or withdrawal of the rating of the 2002 Series A Bonds then in place.

(e) Any other provisions of this 2002 Series A Resolution to the contrary notwithstanding, each Alternate Credit Facility delivered to the Trustee in accordance with this Section 804 (i) must be in the form of a direct pay letter of credit entered into by the Authority in connection with any prior Series of Bonds and (ii) must be for a term of at least one (1) year after the effective date of such Alternate Credit Facility (or until the stated maturity date of the 2002 Series A Bonds, if earlier).

ARTICLE IX
AGENTS OF THE AUTHORITY

901. Remarketing Agent; Remarketing Agreement.

(a) On the Closing Date, the Authority shall enter into a Remarketing Agreement with BofA Securities, Inc. or such other remarketing agent selected by an Authorized Representative, who is hereby appointed as the initial Remarketing Agent. The Remarketing

Agreement shall terminate on the Fixed Rate Conversion Date or the Auction Rate Conversion Date after which there are no longer any 2002 Series A Bonds Outstanding bearing interest at a Variable Rate or a Flexible Rate. The Remarketing Agent, including any successor appointed pursuant hereto, shall (i) be a member of the National Association of Securities Dealers, Inc. having capitalization of at least $25,000,000, (ii) meet the requirements with respect to a qualified Remarketing Agent as may be set forth in the applicable Liquidity Facility, if any, and (iii) be authorized by law to perform all the duties imposed upon it by this 2002 Series A Resolution and the Remarketing Agreement. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this 2002 Series A Resolution and the Remarketing Agreement by giving at least 30 days' notice to the Authority, the Trustee and the Liquidity Facility Provider, if any. The Remarketing Agent may be removed at any time by the Authority by an instrument signed by the Authority and filed with the Remarketing Agent and the Liquidity Facility Provider, if any, upon at least 30 days' notice; provided, however, that, prior to the Fixed Rate Conversion Date for such 2002 Series A Bonds after which there are no longer any 2002 Series A Bonds Outstanding bearing interest at a Variable Rate or Flexible Rate, an agreement in substantially the form of the Remarketing Agreement shall be entered into with a successor Remarketing Agent.

(b) In the event that, prior to the Fixed Rate Conversion Date or Auction Rate Conversion Date after which there are no longer any 2002 Series A Bonds Outstanding bearing interest at a Variable Rate or Flexible Rate, the Remarketing Agent shall resign or be removed or dissolved, or if the property or affairs of the Remarketing 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, the Authority shall use its best efforts to appoint a successor as Remarketing Agent. Any such appointment by the Authority shall be with the consent of the Liquidity Facility Provider. If the Authority shall not have appointed a successor as Remarketing Agent, the Trustee shall ipso facto be deemed to be the Remarketing Agent for the sole purpose of determining the Weekly Rate by reference to the Maximum Rate as provided in this 2002 Series A Resolution until the appointment by the Authority of the Remarketing Agent or successor Remarketing Agent, as the case may be.

(c) The Remarketing Agreement substantially in the form presented to this meeting is hereby approved and any Authorized Representative is authorized to execute and deliver the Remarketing Agreement for and on behalf of the Authority with such changes, omissions, insertions and revisions as such Authorized Representative shall deem advisable or appropriate. Any Authorized Representative is hereby authorized to obtain any amendment to the Remarketing Agreement or any subsequent Remarketing Agreement in respect of 2002 Series A Bonds bearing interest at Variable Rates or Flexible Rates and to execute and deliver the same. The annual fees to be paid in respect of any Remarketing Agreement shall not exceed 0.20% of the Outstanding 2002 Series A Bonds bearing interest at Variable Rates or Flexible Rates.

902. Auction Agent. During an Auction Period, the following provisions shall be effective:

(a) Prior to any Auction Rate Conversion Date, the Authority shall appoint an Auction Agent for the Auction Bonds. The Auction Agent shall designate its Principal Office and signify its acceptance of duties and obligations imposed upon it hereunder by executing and

delivering the Auction Agreement. The Trustee is hereby directed to execute and deliver an Auction Agreement in a form approved by the Authority. The Auction Agreement shall terminate on the Conversion Date after which there are no longer any Auction Bonds Outstanding. The Auction Agent shall be (i) a bank or trust company duly organized under the laws of the United States of America or any state or territory thereof having its principal place of business in New York, New York, and having a combined capital stock, surplus and undivided profits of at least $30,000,000 or (ii) a member of the National Association of Securities Dealers, Inc., having a capitalization of at least $30,000,000 and, in either case, authorized by law to perform all the duties imposed upon it under the Auction Agreement. The Auction Agent may at any time resign and be discharged of the duties and obligations created by this 2002 Series A Resolution by giving at least 90 days' notice to the Authority and the Trustee. The Auction Agent may be removed at any time by the Authority by an instrument signed by the Authority and filed with the Auction Agent and the Trustee upon at least 90 days' notice.

(b) In the event that, prior to the Conversion Date for such Auction Bonds after which there are no longer any Auction Bonds Outstanding, the Auction Agent shall resign or be removed or dissolved, or if the property or affairs of the Auction 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, the Authority shall use its best efforts to appoint a successor as Auction Agent.

(c) The Auction Agent is acting as agent for the Authority in connection with Auctions. In the absence of bad faith or negligence on its part, the Auction Agent shall not be liable for any action taken, suffered or omitted or for any error of judgment made by it in the performance of its duties under the Auction Agreement and shall not be liable for any error of judgment made in good faith unless the Auction Agent shall have been negligent in ascertaining the pertinent facts.

(d) Prior to any Auction Rate Conversion Date, the Auction Agent shall enter into a Broker-Dealer Agreement with a Broker-Dealer, and the Authority in a form approved by the Authority subsequent to the Issue Date. The Authority may select, from time to time, one or more additional persons to serve as Broker-Dealers under Broker-Dealer Agreements.

(e) The Auction Agent shall be required to satisfy and/or comply with its obligations under the Auction Procedures and the Auction Agreement so long as any Auction Bonds are Outstanding.

(f) NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, NEITHER THE AUTHORITY NOR THE TRUSTEE SHALL HAVE (i) ANY LIABILITY FOR ACTS OR OMISSIONS (NEGLIGENT OR OTHERWISE) OF THE AUCTION AGENT OR ANY BROKER-DEALER (EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED IN A WRITTEN AGREEMENT BETWEEN THE AUTHORITY OR THE TRUSTEE AND SUCH PARTIES), OR (ii) ANY OBLIGATION TO PAY THE FEES, COSTS OR EXPENSES OF THE AUCTION AGENT OR ANY BROKER-DEALER, EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS RESOLUTION.

ARTICLE X
MISCELLANEOUS

1001. Authorization of Procurement of Letter of Credit and/or Surety Bond. (a) An Authorized Representative hereby is authorized to obtain a Letter or Letters of Credit, and/or a Surety Bond or Bonds for application in lieu of the deposit of moneys to the Capital Reserve Fund as specifically authorized in this 2002 Series A Resolution, and for application as generally authorized with respect to all moneys deposited to the Capital Reserve Fund. In connection with the procurement of the foregoing Letter of Credit and/or Surety Bond, the Authorized Representative is authorized to negotiate and execute a reimbursement agreement with the banking institution or an agreement with the insurance company, as appropriate. The annual fees (in addition to any expense reimbursements) paid to the banking institution for the procurement of the Letter(s) of Credit shall not exceed three percent (3.00%) of the amount of the Letter(s) of Credit, and the fee to be paid by the Authority for a Surety Bond shall not exceed three percent (3.00%) of the amount of the Surety Bond. The Authority shall give the Trustee sixty (60) days' written notice prior to the expiration of any Letter of Credit obtained pursuant to this 2002 Series A Resolution.

1002. Ratification of Actions. The actions of any Authorized Representative heretofore taken pursuant to the provisions of the General Resolution, including, but not limited to: the publishing of notice and the conducting of a hearing with respect to the issuance of the 2002 Series A Bonds, the making of presentations to security rating agencies, the undertaking of discussions and negotiations with underwriters or groups of underwriters regarding offers to purchase the 2002 Series A Bonds be, and they hereby are, ratified and confirmed in all respects.

1003. Additional Actions. (a) Any Authorized Representative is hereby authorized and directed to execute such other documents and certifications, and to perform such other acts as may be necessary or convenient for the proper sale, execution and delivery of the 2002 Series A Bonds, subject to, and as may be required by the Purchase Contract, the General Resolution and this 2002 Series A Resolution.

(b) The Director of Finance or Deputy Director of Finance is hereby authorized to pay from the Operating Fund all amounts necessary to comply with Section 1006 hereof.

1004. [Reserved]

1005. Remarketing Statement. The form of Remarketing Statement of the Authority, substantially in the form presented to this meeting, is hereby authorized and approved as the Remarketing Statement of the Authority, with such changes, omissions, insertions and revisions as an Authorized Representative shall deem advisable or appropriate, and such Remarketing Statement is approved for execution on behalf of the Authority and distribution to the Remarketing Agent. Any Authorized Representative is hereby authorized to execute such Remarketing Statement and deliver it to the Remarketing Agent for distribution on behalf of the Authority.

1006. Rebate Fund. The Authority shall not be required to make any deposits to the Rebate Fund in connection with the 2002 Bonds. The Authority hereby agrees to comply with Section 148(f) of the Internal Revenue Code of 1986, as amended, and shall pay or cause to be paid to the United States, from available Authority funds, such amounts and at such times as shall be required by Section 148(f) with respect to the 2002 Bonds.

1007. Covenant as to Sale of Mortgage Loans. The Authority covenants and agrees that it will not sell any Mortgage Loan made or acquired with the proceeds of the 2002 Series A Bonds and use the proceeds of such sale to redeem 2002 Series A Bonds bearing interest at a Fixed Rate except for Mortgage Loans (i) that are in default, (ii) that must be sold in order to preserve the exclusion of interest on the 2002 Series A Bonds from gross income for federal income tax purposes, or (iii) that do not comply with the Authority's program requirements.

1008. Covenant as to Purchase of 2002 Series A Bonds. The Authority covenants that it has not required and shall not require a Mortgage Lender, Mortgagor or "related person" as defined in Section 147 of the Code to purchase 2002 Series A Bonds pursuant to any arrangement, formal or informal, in an amount related to a Mortgage Loan.

1009. Trustee Not Responsible for Remarketing Statement. The recitals, statements and representations contained in the Remarketing Statement shall be taken and construed as made by and on the part of the Authority not by the Trustee, and the Trustee assumes and shall be under no responsibility for the correctness of same.

1010. Notice of Redemption.

(a) The Trustee shall cause a notice of any redemption of 2002 Series A Bonds, either in whole or in part, to be sent by registered or certified mail or by overnight delivery, to the Securities Depository at least two (2) business days (a business day being a day when such Securities Depository is open for business) prior to the date of general mailing of any notice of redemption. On the date of such general mailing, the Trustee shall cause notice of redemption to: (i) be posted to the Electronic Municipal Market Access system maintained by the Municipal Securities Rulemaking Board or such other securities information service as may be directed by the Authority in writing to the Trustee, and (ii) in the case of any notice of redemption given to the Holders of Auction Bonds, be mailed first class, postage prepaid, to the Auction Agent.

(b) In addition, a second duplicate notice in writing shall be mailed by certified mail, postage prepaid, return receipt requested, to any registered owner of 2002 Series A Bonds to be redeemed who has not presented and surrendered such 2002 Series A Bonds to the Trustee for redemption within thirty (30) days after the date of redemption.

(c) In addition to the requirements set forth in Section 405 of the General Resolution, a notice of any such redemption shall include the following information with respect to the 2002 Series A Bonds to be so redeemed: the complete title of the 2002 Series A Bonds, the CUSIP numbers of the 2002 Series A Bonds to be redeemed, the date of general mailing of such notice of redemption, the complete name of the Trustee including a telephone number for inquiries, the maturity date and the interest rate (if applicable) of the 2002 Series A Bonds.

(d) Failure to receive any such notices by any such registered owner shall not affect the validity of the proceedings for the redemption of the 2002 Series A Bonds.

1011. Interest and Redemption Payments. All redemption payments and payments of interest made by the Trustee, whether by check or wire transfer, shall be accompanied by the applicable CUSIP numbers.

1012. Covenant With Respect to Section 236 Mortgage Loans and Section 8 Mortgage Loans. The Authority hereby covenants and agrees to diligently enforce and take all reasonable steps, actions and proceedings necessary to assure the continued receipt of interest subsidy payments and housing assistance payments in respect of Mortgage Loans of the Authority receiving assistance under, respectively, the Section 236 or Section 8 programs of the United States Department of Housing and Urban Development.

1013. Continuing Disclosure. The 2002 Series A Bonds are hereby made subject to the Master Continuing Disclosure Undertaking – Rental Housing Revenue Bonds, approved by the Authority on February 27, 1997, as amended, and the Authority agrees to abide by the provisions thereof so long as any of the 2002 Series A Bonds are Outstanding.

1014. Notice to Rating Agency and Liquidity Facility Provider. The Authority shall give written notice to S&P at 55 Water Street, 41st Floor, New York, New York 10041-0003, Attention: Structured Finance LOC Surveillance Group, E-mail: nyloc@spglobal.com, in each case with a copy to the Liquidity Facility Provider at the address set forth in the Liquidity Facility, of the occurrence of any of the following events with respect to the 2002 Series A Bonds:

(a) a change in the Trustee, the Auction Agent or the Remarketing Agent;

(b) a change in the Rate Period applicable to any 2002 Series A Bonds;

(c) the expiration, extension, termination or substitution of any Liquidity Facility or Credit Facility;

(d) a redemption or defeasance of all the Outstanding 2002 Series A Bonds;

(e) any mandatory tender of the 2002 Series A Bonds;

(f) any amendment or supplement to this 2002 Series A Resolution, the General Resolution (other than a Series Resolution), or any Liquidity Facility; or

(g) an acceleration of payment of principal of and interest on the 2002 Series A Bonds.

In addition, the Authority shall give written notice to the Liquidity Facility Provider of the occurrence of any of the following events with respect to the 2002 Series A Bonds:

(i) a redemption (other than mandatory sinking fund redemption) or defeasance of the Outstanding 2002 Series A Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(ii) any downgrade by the Rating Agency of the enhanced or unenhanced rating on the 2002 Series A Bonds or the Bonds to "non-investment grade"; or

(iii) any material events pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934, as amended.

1015. Defeasance of 2002 Series A Bonds. The provisions of Section 1402 of the General Resolution shall not apply to 2002 Series A Bonds that bear interest at a Variable Rate, at Flexible Rates or at Auction Rates.

1016. Effective Date. This Amended and Restated 2002 Series A Resolution shall take effect as of the Restated Resolution Effective Date.

EXHIBIT A

(Form of Auction Bond)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Authority or its agent for registration of transfer, exchange, or payment, and any Bond is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. A - Auction Bond-__

$_____

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
RENTAL HOUSING REVENUE BOND, 2002 Series A

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE	CUSIP

Registered Owner:

Principal Amount:

The Michigan State Housing Development Authority (the "Authority"), a public body corporate and politic, organized and existing under and by virtue of the laws of the State of Michigan, acknowledges itself indebted to, and for value received, hereby promises to pay the registered owner specified above, or registered assigns, the Principal Amount specified above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon the presentation and surrender hereof at the corporate trust office of U.S. Bank National Association, St. Paul, Minnesota (the "Trustee"), as Trustee under the Resolution of the Authority adopted November 15, 1990, as amended and supplemented, authorizing the issuance of Michigan State Housing Development Authority Rental Housing Revenue Bonds (the "General Resolution") or its successor as Trustee, and to pay to the registered owner by check or draft mailed to the registered owner as shown on the registration books of the Trustee on the Record Date (as defined herein) at the registered address interest on such Principal Amount from the Date of Original Issue specified above or such later date to which interest has been paid, until paid at the Auction Rate calculated pursuant to the 2002 Series A Resolution (as defined herein), payable on an Interest Payment Date. The principal or Redemption Price (as defined in the General Resolution) of this Bond is payable upon presentation in any coin or currency of the United States of America which, on the respective dates of payment, shall be legal tender for the payment of public and private debts.

The State of Michigan is not liable on this Bond and this Bond is not a debt of the State of Michigan. The Authority has no taxing power.

Subject to any agreements now or hereafter made with the owners of any other notes or bonds of the Authority pledging any particular receipts or revenues, this Bond is a general obligation of the Authority and the full faith and credit of the Authority are hereby pledged for the payment of the principal or Redemption Price of and interest on this Bond. This Bond is one of a duly authorized issue of Bonds of the Authority designated "*Rental Housing Revenue Bonds*" (the "Bonds"), issued and to be issued in various series under and pursuant to Act No. 346 of the Public Acts of 1966 of the State of Michigan, as amended (herein called the "Act"), and under and pursuant to the General Resolution and a series resolution authorizing the issuance and sale of each such series. As provided in the General Resolution, the Bonds may be issued from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest, if any, at different rates and, subject to the provisions thereof, may otherwise vary. The aggregate principal amount of Bonds which may be issued under the General Resolution is not limited except as provided in the General Resolution, and all Bonds issued and to be issued under the General Resolution are and will be equally secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the General Resolution.

This Bond is one of a series of Bonds designated "*Rental Housing Revenue Bonds, 2002 Series A*" (the "2002 Series A Bonds"), issued in the initial aggregate principal amount of _____ Million _____Thousand and 00/100 Dollars ($_____) under the General Resolution and a series resolution adopted on June 26, 2002 (the "2002 Series A Resolution") (the General Resolution and the 2002 Series A Resolution are collectively herein called the "Resolutions"). The proceeds of the 2002 Series A Bonds will be utilized by the Authority to finance Mortgage Loans (as defined in the General Resolution). The Bonds will be secured by a pledge of the Pledged Funds (as defined in the General Resolution) which include the mortgage repayments required to be paid on the Mortgage Loans financed with the proceeds of the 2002 Series A Bonds. Copies of the Resolutions are on file in the office of the Authority and at the principal corporate trust office of the Trustee in St. Paul, Minnesota, and reference to the Resolutions and any and all supplements thereto and modifications and amendments thereof and to the Act are made for a description of the pledges and covenants securing the 2002 Series A Bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the 2002 Series A Bonds with respect thereto and the terms and conditions upon which the Bonds are issued and may be issued thereunder. To the extent and in the manner permitted by the terms of the Resolutions, the provisions of the Resolutions or any resolution amendatory thereof or supplemental thereto, may be modified or amended.

This Bond is transferable, as provided in the Resolutions, only upon the books of the Authority kept for that purpose at the corporate trust office of the Trustee in St. Paul, Minnesota by the registered owner hereof in person, or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new registered 2002 Series A Bond or Bonds, in the same aggregate principal amount and of the same maturity, shall be issued to the transferee in exchange therefor as provided in the Resolutions, and upon the payment of the charges, if any, therein prescribed.

The 2002 Series A Bonds are issuable in the form of fully-registered Bonds without coupons in the denomination of Twenty-Five Thousand Dollars ($25,000) or any integral multiple of $5,000 in excess of $25,000, not exceeding the aggregate principal amount for each maturity of such 2002 Series A Bonds.

In general, the interest rate on this 2002 Series A Bond will be determined periodically on the basis of Orders conducted on each Auction Date. The procedures for an Auction are set forth in the 2002 Series A Resolution.

THE AUCTION PERIOD, THE AUCTION RATE, THE SELECTION OF THE METHOD OF DETERMINING THE AUCTION RATE AND THE AUCTION PROCEDURES RELATING THERETO WILL BE DETERMINED UPON THE TERMS AND CONDITIONS, INCLUDING REQUIRED NOTICES THEREOF TO OWNERS, DESCRIBED IN THE 2002 Series A RESOLUTION TO WHICH PROVISIONS SPECIFIC REFERENCE IS HEREBY MADE AND ALL OF WHICH PROVISIONS ARE HEREBY SPECIFICALLY INCORPORATED HEREIN BY THIS REFERENCE.

This 2002 Series A Bond is subject to redemption, including redemption at par, prior to maturity, and to mandatory tender prior to maturity, in the manner provided for in the 2002 Series A Resolution.

In the event the Authority shall exercise its option to redeem any or all of the 2002 Series A Bonds, notice of such redemption shall be mailed, postage prepaid, not less than thirty (30) days before the redemption date to the registered owners of any Bonds or portions of Bonds to be redeemed, except as otherwise provided in the 2002 Series A Resolution. Such mailing shall be a condition precedent to such redemption, but failure to receive such notice by the owner shall not affect the validity of the proceedings for the redemption of Bonds. Notice of redemption having been given as aforesaid, the 2002 Series A Bonds or portions thereof so called for redemption shall become due and payable as herein provided, and from and after the date fixed for redemption, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and become payable provided the Authority has deposited moneys for such redemption as required by the General Resolution.

This Bond shall not be valid or become obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been executed by the Trustee.

Terms which are used herein as defined terms and which are not otherwise defined herein shall have the meanings assigned to them in the 2002 Series A Resolution.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State of Michigan and the Resolutions 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 2002 Series A Bonds, together with all other indebtedness of the Authority is within every debt and other limits prescribed by law.

IN WITNESS WHEREOF, the Michigan State Housing Development Authority has caused this Bond to be executed in its name by the facsimile signature of its Chairperson and its corporate seal (or a facsimile thereof) to be impressed hereon and attested by the facsimile signature of its Executive Director, all as of the Date of Original Issue set forth above.

ATTEST:

MICHIGAN STATE HOUSING
DEVELOPMENT AUTHORITY

_____ By:_____

(Facsimile) (Facsimile)

Its: Executive Director Its: Chairperson

(Seal)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the 2002 Series A Bonds described in the within-mentioned 2002 Series A Resolution.

U.S. Bank National Association, Trustee

By:_____
Authorized Signer

[End of Auction Bond Form]

EXHIBIT B

(Form of 2002 Series A Bond bearing interest at Fixed, Flexible or Variable Rate)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Authority or its agent for registration of transfer, exchange or payment, and any Bond is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. A_____ $_____

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
RENTAL HOUSING REVENUE BOND, 2002 Series A

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE	CUSIP

Registered Owner:

Principal Amount:

The Michigan State Housing Development Authority (the "Authority"), a public body corporate and politic, organized and existing under and by virtue of the laws of the State of Michigan, acknowledges itself indebted to, and for value received, hereby promises to pay the registered owner specified above, or registered assigns, the Principal Amount specified above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon the presentation and surrender hereof at the corporate trust office of U.S. Bank National Association, St. Paul, Minnesota (the "Trustee"), as Trustee under the Resolution of the Authority adopted November 15, 1990, as amended and supplemented, authorizing the issuance of Michigan State Housing Development Authority Rental Housing Revenue Bonds (the "General Resolution") or its successor as Trustee, and to pay to the registered owner by check or draft mailed to the registered owner as shown on the registration books of the Trustee as of the close of business on the Record Date at the registered address interest on such Principal Amount from the Date of Original Issue specified above or such later date to which interest has been paid, until paid at the rates and on the dates determined as described herein and in the 2002 Series A Resolution as hereinafter defined; provided, however, payment of interest on any Interest Payment Date shall be paid (i) while this Bond bears interest at the Daily Rate or the Weekly Rate, in immediately available funds; (ii) while this Bond bears interest at the Fixed Rate, in immediately available funds; or (iii) if this Bond bears interest at a Flexible Rate, in immediately available funds upon presentation and surrender of this Bond to the Trustee, by wire transfer to a

bank within the continental United States or direct deposit to a designated account that is maintained with the Trustee pursuant to directions given by the Registered Owner to the Trustee on or prior to the Interest Payment Date; provided further, that the principal or Redemption Price (as defined in the General Resolution) of this Bond is payable upon surrender of this Bond to the Trustee by the Registered Owner hereof as shown on the registration books of the Trustee on the date of payment (i) in immediately available funds if this Bond shall bear interest at a Flexible Rate, the Daily Rate or the Weekly Rate, or (ii) in immediately available funds if this Bond shall bear interest at the Fixed Rate. If requested by the Registered Owner of this Bond while it bears interest at the Daily Rate or the Weekly Rate, payment of principal, premium, if any, and interest on this Bond shall be transmitted by wire transfer within the continental United States or deposited to a designated account if such account is maintained with the Trustee, if such Registered Owner shall have provided wire transfer instructions to the Trustee prior to the Interest Payment Date. The principal or Redemption Price of this Bond is payable upon presentation in any coin or currency of the United States of America which, on the respective dates of payment, shall be legal tender for the payment of public and private debts.

The State of Michigan is not liable on this Bond and this Bond is not a debt of the State of Michigan. The Authority has no taxing power.

Subject to any agreements now or hereafter made with the owners of any other notes or bonds of the Authority pledging any particular receipts or revenues, this Bond is a general obligation of the Authority and the full faith and credit of the Authority are hereby pledged for the payment of the principal or Redemption Price of and interest on this Bond. This Bond is one of a duly authorized issue of bonds of the Authority designated “Rental Housing Revenue Bonds” (the “Bonds”), issued and to be issued in various series under and pursuant to Act No. 346 of the Public Acts of 1966 of the State of Michigan, as amended (herein called the “Act”), and under and pursuant to the General Resolution and a series resolution authorizing the issuance and sale of each such series. As provided in the General Resolution, the Bonds may be issued from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest, if any, at different rates and, subject to the provisions thereof, may otherwise vary. The aggregate principal amount of Bonds which may be issued under the General Resolution is not limited except as provided in the General Resolution, and all Bonds issued and to be issued under the General Resolution are and will be equally secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the General Resolution.

This Bond is one of a series of Bonds designated "Rental Housing Revenue Bonds, 2002 Series A" (the "2002 Series A Bonds"), issued in the initial aggregate principal amount of _____ Million _____ Thousand and 00/100 Dollars ($_____) under the General Resolution and a series resolution adopted on June 26, 2002 (the "2002 Series A Resolution") (the General Resolution and the 2002 Series A Resolution are collectively herein called the "Resolutions"). The proceeds of the 2002 Series A Bonds will be utilized by the Authority to finance Mortgage Loans (as defined in the General Resolution). The Bonds will be secured by a pledge of the Pledged Funds (as defined in the General Resolution) which include the mortgage repayments required to be paid on the Mortgage Loans to be financed with the proceeds of the 2002 Series A Bonds. Payment of the purchase price of the 2002 Series A Bonds bearing interest at a Variable Rate or at Flexible Rates will also be supported by a _____ (the "Liquidity Facility") issued by _____ (the "Bank"), in favor of the Trustee,

and any alternate Liquidity Facility which may be furnished by the Authority. Copies of the Resolutions are on file in the office of the Authority and at the principal corporate trust office of the Trustee in St. Paul, Minnesota, and reference to the Resolutions and any and all supplements thereto and modifications and amendments thereof and to the Act are made for a description of the pledges and covenants securing the 2002 Series A Bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the 2002 Series A Bonds with respect thereto and the terms and conditions upon which the Bonds are issued and may be issued thereunder. To the extent and in the manner permitted by the terms of the Resolutions, the provisions of the Resolutions or any resolution amendatory thereof or supplemental thereto, may be modified or amended.

This Bond is transferable, as provided in the Resolutions, only upon the books of the Authority kept for that purpose at the corporate trust office of the Trustee in St. Paul, Minnesota by the registered owner hereof in person, or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new registered 2002 Series A Bond or Bonds, in the same aggregate principal amount and of the same maturity, shall be issued to the transferee in exchange therefor as provided in the Resolutions, and upon the payment of the charges, if any, therein prescribed.

In the manner provided in the 2002 Series A Resolution, the term of each 2002 Series A Bond will be divided into consecutive Rate Periods during each of which such 2002 Series A Bond shall bear interest at either the Daily Rate, the Weekly Rate, Flexible Rate or the Fixed Rate. The Rate Period of the 2002 Series A Bond may be Converted to a different Rate Period at the election of the Authority in the manner provided in the 2002 Series A Resolution. Information regarding the interest rates borne by the 2002 Series A Bonds and Conversions to a different Rate Period will be furnished or made available to Registered Owners of the 2002 Series A Bonds in the manner provided in the 2002 Series A Resolution.

Interest shall be computed, in the case of a Fixed Rate Period, on the basis of a 360-day year consisting of twelve 30-day months, and in the case of any other Rate Period, on the basis of a 365 or 366-day year, as appropriate, and the actual number of days elapsed. Except as otherwise provided in the 2002 Series A Resolution, if the 2002 Series A Bonds bear interest at a Variable Rate or the Flexible Rate, the Remarketing Agent shall determine the appropriate Variable Rate or Flexible Rate on the 2002 Series A Bonds during each such Rate Period in accordance with the provisions of the 2002 Series A Resolution.

The term "Interest Payment Date" means, (a) the Initial Interest Payment Date, (b) when used with respect to 2002 Series A Bonds bearing interest at the Daily or Weekly Rate, the first Business Day of each calendar month to which interest at such rate has accrued; (c) when used with respect to 2002 Series A Bonds bearing interest at the Fixed Rate, each April 1 and October 1 which is at least 120 days following the Fixed Rate Conversion Date; (d) when used with respect to any particular 2002 Series A Bond bearing interest at a Flexible Rate, the last day of each Flexible Rate Period applicable thereto; (e) when used with respect to Bank Bonds, any date specified in the Liquidity Facility; (f) each Conversion Date; and (g) when used with respect to any 2002 Series A Bond, its stated maturity date or the date on which it is earlier paid.

The 2002 Series A Bonds shall be deliverable in the form of registered bonds without coupons in the denominations of $5,000 and any whole multiple thereof upon being Converted to bear interest at the Fixed Rate; in the denominations of $100,000 and any integral multiples of $5,000 in excess of $100,000 during any Daily Rate Period or Weekly Rate Period; and in denominations of $100,000 and any integral multiple of $1,000 in excess of $100,000 during any Flexible Rate Period.

At the times and in the manner provided in the 2002 Series A Resolution, the Registered Owners of the 2002 Series A Bonds bearing interest at a Variable Rate may elect to tender 2002 Series A Bonds or portions thereof for purchase; provided, however, that no 2002 Series A Bonds or portions thereof bearing interest at a Fixed Rate may be tendered for purchase at the election of the Registered Owners after the Fixed Rate Conversion Date for such 2002 Series A Bonds. Under certain circumstances, and in the manner provided in the 2002 Series A Resolution, the 2002 Series A Bonds will be subject to mandatory tender for purchase on the dates specified in the 2002 Series A Resolution. The Trustee shall cause notice of certain mandatory tenders to be mailed to the Registered Owners in accordance with the provisions of the 2002 Series A Resolution. 2002 Series A Bonds as to which the Registered Owners have given notice of optional tender in the manner provided in the 2002 Series A Resolution, or 2002 Series A Bonds subject to mandatory tender, will be deemed to be tendered on the purchase date with the effect provided in the 2002 Series A Resolution, and thereafter the Registered Owners thereof will be entitled only to receive the purchase price therefor.

Any 2002 Series A Bond held by or on behalf of the Bank as a result of the purchase of such 2002 Series A Bond with proceeds from a draw on the Liquidity Facility (hereinafter a "Bank Bond") shall bear interest at the Bank Rate as provided in the 2002 Series A Resolution. Principal of and interest on Bank Bonds shall be payable to the Bank by wire transfer in immediately available funds at the times and in the amounts determined in accordance with the 2002 Series A Resolution.

Under the 2002 Series A Resolution, Goldman, Sachs & Co. has been appointed as Remarketing Agent. The Remarketing Agent may be removed or replaced by the Authority, as provided in the 2002 Series A Resolution.

This 2002 Series A Bond is subject to redemption, including redemption at par, prior to maturity, in the manner set forth in the 2002 Series A Resolution.

Bank Bonds shall also be subject to mandatory redemption at the times and at the Redemption Prices set forth in the 2002 Series A Resolution.

In the event the Authority shall exercise its option to redeem any or all of the 2002 Series A Bonds, notice of such redemption shall be mailed, postage prepaid, not less than thirty (30) days before the redemption date to the registered owners of any Bonds or portions of Bonds to be redeemed, except as otherwise provided in the 2002 Series A Resolution. Such mailing shall be a condition precedent to such redemption, but failure to receive such notice by the owner shall not affect the validity of the proceedings for the redemption of Bonds. Notice of redemption having

been given as aforesaid, the 2002 Series A Bonds or portions thereof so called for redemption shall become due and payable as herein provided, and from and after the date fixed for redemption, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and become payable provided the Authority has deposited moneys for such redemption as required by the General Resolution.

2002 Series A Bonds that are Bank Bonds shall bear interest, be payable as to principal and interest and have such other characteristics, including limitations on transfer, as described in the 2002 Series A Resolution.

As provided in the 2002 Series A Resolution, as long as its municipal bond insurance policy shall be in full force and effect and MBIA Insurance Corporation (the "Bond Insurer") shall not be in default in respect of any of its obligations thereunder, the Bond Insurer, and not the actual Holders of the 2002 Series A Bonds, shall be deemed to be the holder of such Bonds at all times for the purposes of consenting to the adoption of a supplemental resolution amending, changing, or modifying the Resolutions or the initiation by Bondholders of any action to be taken by the Trustee at the Bondholder's request, or the removal of the Trustee, and following an event of default for all other purposes.

This Bond shall not be valid or become obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been executed by the Trustee.

Terms which are used herein as defined terms and which are not otherwise defined herein shall have the meanings assigned to them in the 2002 Series A Resolution.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State of Michigan and the Resolutions 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 2002 Series A Bonds, together with all other indebtedness of the Authority is within every debt and other limits prescribed by law.

IN WITNESS WHEREOF, the Michigan State Housing Development Authority has caused this Bond to be executed in its name by the facsimile signature of its Chairperson and its corporate seal (or a facsimile thereof) to be impressed hereon and attested by the facsimile signature of its Director of Finance, all as of the Date of Original Issue set forth above.

ATTEST:

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

_____
(Facsimile)
Its: Director of Finance

By: _____
(Facsimile)
Its: Chairperson

(Seal)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the 2002 Series A Bonds described in the within-mentioned 2002 Series A Resolution.

U. S. Bank National Association, Trustee

By: _____
Authorized Signer

[End of 2002 Series A Bond Form]

4823-6539-5382 v5 [9378-261]

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
AMENDED AND RESTATED SERIES RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF RENTAL HOUSING REVENUE BONDS, 2008 SERIES A IN AN AMOUNT NOT TO EXCEED $181,415,000

March 26, 2020

WHEREAS, the Members of the Michigan State Housing Development Authority (hereinafter referred to as the "Authority"), by Resolution adopted November 15, 1990, as amended and supplemented (the "General Resolution"), have created and established an issue of Rental Housing Revenue Bonds; and

WHEREAS, the General Resolution authorizes the issuance of such Rental Housing Revenue Bonds in one or more Series pursuant to a Series Resolution authorizing the issuance and sale of such Series; and

WHEREAS, pursuant to the General Resolution, on August 27, 2008, the Members of the Authority adopted the Series Resolution Authorizing the Issuance and Sale of Rental Housing Revenue Bonds, 2008 Series A in an Amount Not To Exceed $181,415,000, which Members of the Authority amended and supplemented on October 24, 2012 and March 26, 2020 (as amended and supplemented, the "2008 Series A Resolution"), authorizing the issuance and sale of a Series of Bonds designated "Rental Housing Revenue Bonds, 2008 Series A" (the "2008 Series A Bonds") to provide moneys to carry out the purposes of the Authority; and

WHEREAS, pursuant to a Second Resolution Supplementing the 2008 Series A Resolution adopted by the Members of the Authority on March 26, 2020, the Authority has approved the amendment and restatement of the 2008 Series A Resolution as set forth below to permit the 2008 Series A Bonds to be supported by a direct pay letter of credit (the "Initial Credit/Liquidity Facility") which will provide (i) credit enhancement for the 2008 Series A Bonds bearing interest at the Weekly Rate or Daily Rate and constitute a "Credit Facility" under the 2008 Series A Resolution and (ii) liquidity support for the 2008 Series A Bonds bearing interest at the Weekly Rate or Daily Rate and constitute a "Liquidity Facility" under the 2008 Series A Resolution; and

WHEREAS, it is necessary to amend the 2008 Series A Resolution to direct the Trustee to submit drawings on the Initial Credit/Liquidity Facility as a Credit Facility to pay the principal of, and interest on the 2008 Series A Bonds when due in addition to drawing upon the Initial Credit/Liquidity Facility as a Liquidity Facility to pay the purchase price of any 2008 Series A Bonds tendered for purchase as provided in the 2008 Series A Resolution which have not been remarketed by the Remarketing Agent; and

WHEREAS, pursuant to Section 27(*l*) of the Act, the Authority proposes to delegate to the Executive Director, the Chief Financial Officer, the Deputy Director of Finance, the Director of Legal Affairs, the Deputy Director of Legal Affairs, the Chairperson or the Vice Chairperson of the

Authority (each, together with any person duly appointed and acting in such capacity, hereinafter individually referred to as an "Authorized Representative") the power to determine certain terms and conditions of the 2008 Series A Bonds (as hereinafter defined), subject to limits established herein and in the General Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Members of the Michigan State Housing Development Authority that the 2008 Series A Resolution is amended and restated as follows:

ARTICLE I
AUTHORITY AND DEFINITIONS

101. 2008 Series A Resolution. This resolution (hereinafter referred to as the "Resolution" or the "2008 Series A Resolution") is adopted in accordance with the provisions of Article II of the General Resolution and pursuant to the authority contained in the Act.

102. Definitions. All terms which are defined in Section 103 of Article I of the General Resolution shall have the same meanings in this 2008 Series A Resolution including the preambles thereto. Any reference to a title or position at the Authority shall include any person duly appointed to act in such capacity. All terms which are defined in APPENDIX A presented to this meeting shall have the same meanings in this 2008 Series A Resolution. In addition, the following terms shall have the following meanings unless the context shall clearly indicate some other meaning:

"2008 Bonds" means, collectively, the 2008 Series A Bonds, the 2008 Series B Bonds, the 2008 Series C Bonds, the 2008 Series D Bonds and the 2008 Series E Bonds.

"2008 Series A Bonds" means the Bonds authorized by Article II of this Resolution.

"2008 Series B Bonds" means the Bonds authorized by Article II of the 2008 Series B Resolution.

"2008 Series B Resolution" means the resolution authorizing the issuance and sale of the Authority's Rental Housing Revenue Bonds, 2008 Series B.

"2008 Series C Bonds" means the Bonds authorized by Article II of the 2008 Series C Resolution.

"2008 Series C Resolution" means the resolution authorizing the issuance and sale of the Authority's Rental Housing Revenue Bonds, 2008 Series C.

"2008 Series D Bonds" means the Bonds authorized by Article II of the 2008 Series D Resolution.

"2008 Series D Resolution" means the resolution authorizing the issuance and sale of the Authority's Rental Housing Revenue Bonds, 2008 Series D.

"2008 Series E Bonds" means the Bonds authorized by Article II of the 2008 Series E Resolution.

"2008 Series E Resolution" means the resolution authorizing the issuance and sale of the Authority's Rental Housing Revenue Bonds, 2008 Series E.

"Agent Member" means a member of, or participant in, the Securities Depository who, in the case of Auction Bonds, will act on behalf of a Bidder.

"Alternate Credit Facility" means a replacement irrevocable direct-pay letter of credit issued by a commercial bank or other financial institution and delivered to or made available to the Trustee in accordance with Section 804 hereof for the purpose of paying the principal of and interest on the 2008 Series A Bonds when due; which replaces the Credit Facility then in effect, *provided, however*, that any amendment, extension or renewal of the Credit Facility then in effect for the purpose of extending the Expiration Date of such Credit Facility or modifying such Credit Facility pursuant to its terms shall not be deemed to be an Alternate Credit Facility for purposes of this Resolution.

"Alternate Liquidity Facility" means a line of credit, letter of credit, standby purchase agreement or similar liquidity facility which provides for the purchase of 2008 Series A Bonds upon their optional or mandatory tender in accordance with Article IV hereof and issued by a commercial bank or other financial institution and delivered to the Trustee in accordance with Section 802 hereof which replaces a Liquidity Facility then in effect; provided, however, that any amendment, extension or renewal of the Liquidity Facility then in effect for the purpose of extending the Expiration Date of such Liquidity Facility or modifying such Liquidity Facility pursuant to its terms shall not be deemed to be an Alternate Liquidity Facility for purposes of this Resolution.

"Auction Agent" means the auctioneer appointed by the Authority to serve in such capacity in accordance with Section 902 hereof.

"Auction Bonds" means any 2008 Series A Bonds while in the Auction Rate Period.

"Auction Procedures" means the procedures for conducting auctions for Auction Bonds as described in APPENDIX A hereto.

"Auction Rate" has the meaning set forth in APPENDIX A hereto.

"Auction Rate Conversion Date" means each date on which 2008 Series A Bonds are Converted to Auction Bonds.

"Auction Rate Period" means the period during which 2008 Series A Bonds bear interest at an Auction Rate.

"Authorized Denominations" means those authorized denominations set forth in Section 205 hereof.

"Available Moneys" means, (a) if a Credit Facility is in effect, (i) moneys drawn under the Credit Facility which at all times since their receipt by the Trustee were held in a separate segregated account or accounts or subaccount or subaccounts in which no moneys (other than those drawn under the Credit Facility) were at any time held, (ii) moneys which have been paid to the Trustee by the Authority and have been on deposit with the Trustee for at least 124 days (or, if paid to the Trustee by an "affiliate," as defined in Bankruptcy Code §101(2), of the Authority, 366 days) during and prior to which no Event of Bankruptcy shall have occurred, (iii) any other moneys, if, in the opinion of nationally recognized counsel experienced in bankruptcy matters (which opinion shall be acceptable to each Rating Agency then rating the 2008 Series A Bonds), the application of such moneys will not constitute a voidable preference in the event of the occurrence of an Event of Bankruptcy, and (iv) investment earnings on any of the moneys described in clauses (i), (ii) and (iii) of this definition; and (b) otherwise, "Available Moneys" means any moneys deposited with the Trustee.

"Bank Bonds" means 2008 Series A Bonds purchased with amounts made available under a Liquidity Facility in accordance with Section 401(e) hereof, but excluding 2008 Series A Bonds no longer considered to be Bank Bonds in accordance with the terms of the Liquidity Facility or Reimbursement Agreement, as applicable.

"Bank Rate" means the rate of interest on all Bank Bonds held by and payable to a Liquidity Facility Provider at any time as determined and calculated in accordance with the provisions of the related Liquidity Facility or Reimbursement Agreement, as applicable.

"Broker-Dealer" means, from time to time, any entity appointed by the Authority (i) that is permitted by law to perform the function of a Broker-Dealer described in this Resolution; (ii) that is a member of, or direct participant in, the Securities Depository; (iii) that has been selected by the Authority; and (iv) that is a party to a Broker-Dealer Agreement with the Auction Agent.

"Business Day" means any day except Saturday, Sunday or any day (i) on which banks located in the City of Detroit, Michigan, in the city in which the corporate trust office of the Trustee to which 2008 Series A Bonds must be surrendered for payment at maturity or redemption is located, the city in which the principal office of the Remarketing Agent, if any, is located, the city in which the office of any Liquidity Facility Provider at which payments under the Liquidity Facility are to be made is located, are required or authorized to close, or the office at which drawings under the Credit Facility must be presented are located are authorized by law or executive order to close, or (ii) on which the New York Stock Exchange is closed.

"Cede & Co." means Cede & Co., the nominee of DTC, or any successor nominee of DTC with respect to the 2008 Series A Bonds.

"Closing Date" means the date on which the 2008 Series A Bonds are issued and delivered to the Purchasers, or designee(s), in exchange for payment by the Purchasers therefor.

"Code" means the Internal Revenue Code of 1986, as amended, and regulations promulgated or proposed thereunder or under prior law applicable thereto.

"Conversion Date" means: (a) when used with respect to 2008 Series A Bonds being Converted to bear interest at a Fixed Rate, the Fixed Rate Conversion Date; (b) when used with respect to any Variable Rate Period after the Initial Period, the day on which a particular type of Variable Rate becomes effective for all or any portion of the 2008 Series A Bonds pursuant to Section 302 hereof and which is not immediately preceded by a day on which 2008 Series A Bonds bore interest at the same type of Variable Rate, except an automatic Conversion pursuant to Section 301 or 302(a)(ii) hereof; (c) the date on which a Flexible Rate Period becomes effective for all or any portion of the 2008 Series A Bonds pursuant to Section 303 hereof following a Rate Period other than a Flexible Rate Period; and (d) when used with respect to 2008 Series A Bonds being Converted to bear interest at an Auction Rate, each Auction Rate Conversion Date.

"Convert," "Converted" or "Conversion," as appropriate, means the conversion of the Rate Period of the 2008 Series A Bonds from the then current Rate Period to another Rate Period as herein described.

"Credit Facility" means the Initial Credit/Liquidity Facility and, upon the effectiveness of any Alternate Credit Facility, such Alternate Credit Facility. If there is a Credit Facility, the same instrument must be a Credit Facility and a Liquidity Facility hereunder. If no Credit Facility is then in effect, references herein to the Credit Facility shall be disregarded.

"Credit Facility Fund" means the fund by that name established pursuant to Section 603(c).

"Credit Provider" means the Initial Credit/Liquidity Provider and, upon the effectiveness of an Alternate Credit Facility, shall mean the bank or banks, insurance company or other financial institution or financial institutions or other entity that is then a party to the Credit Facility.

"Daily Rate Period" means the period of time during which the 2008 Series A Bonds bear interest at a Daily Rate.

"Daily Rate" means the rate of interest to be borne by the 2008 Series A Bonds as described in Section 302(b) hereof.

"DTC" means The Depository Trust Company, New York, New York.

"Event of Bankruptcy" means any of the following events:

(i) the Authority (or any other Person obligated, as guarantor or otherwise, to make payments on the 2008 Series A Bonds or under the Reimbursement Agreement, or an "affiliate" of the Authority as defined in Bankruptcy Code §101(2) but excluding a Credit Provider or a Liquidity Facility Provider) shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the Authority (or such other Person) or of all or any substantial part of their respective property, (b) commence a voluntary case

under the Bankruptcy Code, or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(ii) a proceeding or case shall be commenced, without the application or consent of the Authority (or any other Person obligated, as guarantor or otherwise, to make payments on the 2008 Series A Bonds or under the Reimbursement Agreement, or an "affiliate" of the Authority as defined in Bankruptcy Code §101(2) but excluding a Credit Provider or a Liquidity Facility Provider) in any court of competent jurisdiction, seeking (a) the liquidation, reorganization, dissolution, winding up, or composition or adjustment of debts, of the Authority (or any such other Person), (b) the appointment of a Trustee, receiver, custodian, liquidator or the like of the Authority (or any such other Person) or of all or any substantial part of their respective property, or (c) similar relief in respect of the Authority (or any such other Person) under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts.

"Expiration Date" means (i) the date upon which a Credit Facility or a Liquidity Facility is scheduled to expire (taking into account any extensions of such Expiration Date) in accordance with its terms, (ii) the date upon which a Credit Facility or a Liquidity Facility terminates following voluntary termination by the Authority, or (iii) the date upon which a Credit Facility or a Liquidity Facility otherwise terminates in accordance of its terms.

"Fannie Mae" means Fannie Mae (previously referred to as the Federal National Mortgage Association).

"Favorable Opinion of Bond Counsel" means an Opinion of Bond Counsel addressed to the Authority and the Trustee (with a copy and reliance letter to the Liquidity Facility Provider, if any) to the effect that the action proposed to be taken is authorized or permitted by this 2008 Series A Resolution and will not adversely affect the legality or validity of the 2008 Series A Bonds or the exclusion of interest on the 2008 Bonds from gross income for federal income tax purposes.

"Fixed Rate" means the rate, which may include a floating interest rate which is a function of LIBOR or a Securities Industry and Financial Markets Association index selected by the Authority, at which 2008 Series A Bonds shall bear interest from and including the applicable Fixed Rate Conversion Date to the maturity date thereof pursuant to Section 305 hereof.

"Fixed Rate Bonds" means the 2008 Series A Bonds during the time such 2008 Series A Bonds bear interest at a Fixed Rate.

"Fixed Rate Conversion Date" means each day on which all or any portion of the 2008 Series A Bonds are Converted to bear interest at a Fixed Rate pursuant to Section 305 hereof, which Fixed Rate Conversion Date shall be (a) in the event of Conversion from a Variable Rate Period, the Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is made, (b) in the event of Conversion from a Flexible Rate Period, the Interest Payment Date on which interest is payable on all 2008 Series A Bonds being Converted to

the Fixed Rate or (c) in the event of Conversion from an Auction Period, the Interest Payment Date specified in Section 305(b) hereof.

"Fixed Rate Period" means each period during which 2008 Series A Bonds bear interest at the Fixed Rate.

"Flexible Rate" means, when used with respect to any particular 2008 Series A Bond, the interest rate determined for each Flexible Rate Period (except the last day thereof) applicable thereto pursuant to Section 303 hereof.

"Flexible Rate Bonds" means the 2008 Series A Bonds during the time such 2008 Series A Bonds bear interest at a Flexible Rate.

"Flexible Rate Conversion Date" means each day on which all or any portion of the 2008 Series A Bonds bear interest at Flexible Rates which is immediately preceded by a day on which such 2008 Series A Bonds did not bear interest at Flexible Rates and which Flexible Rate Conversion Date shall be an Interest Payment Date on which interest is payable for the Variable Rate Period or Auction Period from which the Conversion is to be made.

"Flexible Rate Period" means each period during which a 2008 Series A Bond bears interest at a Flexible Rate.

"Initial Credit/Liquidity Provider" means Barclays Bank PLC, and its successors and assigns.

"Initial Credit/Liquidity Facility" means the irrevocable direct pay letter of credit issued by the Initial Credit/Liquidity Provider in favor of the Trustee pursuant to the Initial Reimbursement Agreement to provide credit enhancement and liquidity support for the 2008 Series A Bonds bearing interest in the Weekly Rate or Daily Rate. The Initial Credit/Liquidity Facility shall constitute a Credit Facility and a Liquidity Facility under this 2008 Series A Resolution and all references to a "Credit Facility" and "Liquidity Facility" hereunder shall include the Initial Credit/Liquidity Facility.

"Initial Reimbursement Agreement" means the Reimbursement Agreement dated as of April 1, 2020, between the Authority and the Initial Credit/Liquidity Provider, as it may be amended or modified from time to time.

"Initial Period" means the period beginning on the Closing Date and extending to the date set forth in the Purchase Contract. As of March 26, 2020, the 2008 Series A Bonds are no longer in the Initial Period.

"Interest Coverage Requirement" means the following applicable interest coverages required to be in effect with respect to a Credit Facility or Liquidity Facility: (a) during the Initial Period and when the Bonds bear interest or are to be Converted to bear interest at the Daily Rate or the Weekly Rate – not less than 34 days' of interest at 14% on a 365 day year or such other minimum period specified by the Rating Agencies as necessary to obtain (or maintain) a specified

rating on the 2008 Series A Bonds, (b) if the Bonds are to be Converted to bear interest at the Flexible Rate (if the Flexible Rate Period is longer than 270 days in duration) – not less than 184 days' of interest at 14% on a 365 day year or such other minimum period specified by the Rating Agencies as necessary to obtain (or maintain) a specified rating on the 2008 Series A Bonds, and (c) if the Bonds are to be Converted to bear interest at the Flexible Rate (if the Flexible Rate Period is 270 days or less in duration) – not less than the actual number of days set to elapse in the Flexible Rate Period at 14% on a 365 day year or such other minimum period specified by the Rating Agencies as necessary to obtain (or maintain) a specified rating on the 2008 Series A Bonds.

"Interest Payment Date" means (a) when used with respect to 2008 Series A Bonds bearing interest at the rate effective during the Initial Period or at the Daily or Weekly Rate, the first Business Day of each calendar month to which interest at such rate has accrued; (b) when used with respect to 2008 Series A Bonds bearing interest at the Fixed Rate, each April 1 and October 1 which is at least 120 days following the Fixed Rate Conversion Date; (c) when used with respect to any particular 2008 Series A Bond bearing interest at a Flexible Rate, the last day of each Flexible Rate Period applicable thereto (and each April 1 and October 1 during a Flexible Rate Period which is longer than 270 days in duration); (d) when used with respect to Bank Bonds, the dates specified in the Liquidity Facility or Rembursement Agreement, as applicable; (e) when used with respect to Auction Bonds, each Auction Bond Interest Payment Date; (f) each Conversion Date; and (g) when used with respect to any 2008 Series A Bond, its stated maturity date or the date on which it is earlier paid.

"Interest Rate" means a Daily, Weekly, Flexible, Auction or Fixed Rate.

"Investment Company" means an investment company registered under the Investment Company Act of 1940, as amended.

"Letter of Credit" means an unconditional irrevocable letter of credit issued by a domestic or foreign bank which qualifies as a Cash Equivalent under the General Resolution, and which provides for a draw down in the full amount upon its expiration date at the option of the Authority in the absence of a renewal of such letter of credit or if the Authority does not deliver to the Trustee a replacement Letter of Credit.

"LIBOR" means the per annum rate (rounded, if necessary, to the nearest one-hundredth of one percent) for deposits in United States dollars for seven days, one month, three months or six months, as applicable, that appears on the Official LIBOR page as of 11:00 a.m., London, England time, on the related Business Day.

"Liquidity Facility" means the Initial Credit/Liquidity Facility and, upon the effectiveness of any Alternate Liquidity Facility, such Alternate Liquidity Facility. The same instrument may be a Liquidity Facility and a Credit Facility hereunder. If no Liquidity Facility is then in effect, references herein to the Liquidity Facility shall be disregarded.

"Liquidity Facility Bonds" means any 2008 Series A Bond (other than 2008 Series A Bonds bearing interest at a Fixed Rate or an Auction Rate) which the Authority designates as such

in the Purchase Contract or pursuant to a notice delivered pursuant to Section 405 herein. As of the Restated Resolution Effective Date, "Liquidity Facility Bonds" shall mean all 2008 Series A Bonds bearing interest at the Weekly Rate or Daily Rate.

"Liquidity Facility Provider" means the Initial Credit/Liquidity Provider and, upon the effectiveness of an Alternate Liquidity Facility, shall mean the commercial bank or other financial institution issuing (or having primary obligation, or acting as agent for the financial institutions obligated, under) a Liquidity Facility then in effect.

"Mandatory Credit/Liquidity Tender" means the mandatory tender of the 2008 Series A Bonds pursuant to Section 404(a) upon receipt by the Trustee of written notice from the Credit Provider or the Liquidity Facility Provider, as applicable, that (i) an event with respect to the Credit Facility or the Liquidity Facility has occurred which requires or gives such Credit Provider or Liquidity Facility Provider the option to terminate such Credit Facility or Liquidity Facility upon notice or (ii) the amount of an interest drawing under the Credit Facility will not be reinstated and directing the Trustee to call the Bonds for mandatory tender pursuant to Section 404(a). Mandatory Credit/Liquidity Tender shall not include circumstances, if any, where the Liquidity Facility Provider may suspend or terminate its obligations to purchase securities without notice, in which case there will be no mandatory tender.

"Maximum Rate" means (a) with respect to 2008 Series A Bonds other than Bank Bonds and Auction Bonds, 14% per annum, (b) with respect to Bank Bonds, the rate set forth in a Liquidity Facility or Reimbursement Agreement, as applicable, not to exceed 25% per annum, and (c) with respect to Auction Bonds, 20% per annum; provided, however, that in no event shall such rate in either case exceed the maximum rate permitted by applicable law.

"Official LIBOR Page" means the Telerate British Bankers' Association LIBOR Rates Page, which is the display designated as page 3750 on the Telerate, Inc. news and information service, or such other page as may replace the Official LIBOR Page on such service for the purpose of displaying London interbank offered rates of major banks.

"Placed Bonds" means such of the 2008 Series A Bonds, if any, that are sold pursuant to the Placement Contract.

"Placement Contract" means the contract of purchase, if any, between the Authority and Fannie Mae with respect to the Placed Bonds.

"Principal Payment Date" means any date on which principal on the 2008 Series A Bonds is due and payable, whether at maturity, upon acceleration or upon redemption.

"Purchase Contract" means, collectively, the Placement Contract and the Underwriter's Contract.

"Purchase Fund" means the fund established by Section 602.

"Purchasers" means, collectively, Fannie Mae (if Fannie Mae has executed the Placement Contract) and the Underwriter.

"Rate Determination Date" means the date on which the interest rate for the Rate Period following each such Rate Determination Date is determined, as described in this Resolution.

"Rate Period" means a Daily Rate Period, a Weekly Rate Period, a Flexible Rate Period, an Auction Rate Period or a Fixed Rate Period.

"Record Date" means (a) with respect to any Interest Payment Date in respect of a 2008 Series A Bond during (i) the Initial Period or a Daily Rate Period, such Interest Payment Date, (ii) a Weekly Rate Period, the Business Day preceding such Interest Payment Date, (iii) an Auction Period (A) which is an Auction Period other than a daily Auction Period, the second Business Day preceding an Interest Payment Date therefor and (B) which is a daily Auction Period, the last Business Day of the month preceding an Interest Payment Date therefor, and (iv) a Flexible Rate Period, the Business Day preceding such Interest Payment Date, and (b) with respect to a 2008 Series A Bond bearing interest at a Fixed Rate, the tenth day preceding such Interest Payment Date.

"Reimbursement Agreement" means the Initial Reimbursement Agreement and, if an Alternate Credit Facility is issued, any reimbursement agreement, credit agreement, line of credit agreement, standby purchase agreement or other agreement relating to the Credit Facility and/or Liquidity Facility, by and between the Credit Provider and the Authority.

"Remarketing Agent" means Barclays Capital, Inc. or such other remarketing agent selected by an Authorized Representative, or any successor remarketing agent appointed in accordance with Section 901 hereof and any permitted successor thereto. "Principal Office" of the Remarketing Agent means the office thereof designated in writing to the Authority and the Trustee.

"Remarketing Agreement" means the remarketing agreement dated as of the Closing Date, to be entered into by the Authority and the Remarketing Agent, as from time to time amended and supplemented with the consent of the Liquidity Facility Provider, if any. In the event that a successor remarketing agent is appointed pursuant to Section 901 hereof, "Remarketing Agreement" means the remarketing agreement between such successor remarketing agent and the Authority, as from time to time amended and supplemented.

"Restated Resolution Effective Date" means the effective date of this Amended and Restated 2008 Series A Resolution in accordance with the terms of Section 401 of the supplemental resolution relating to the 2008 Series A Resolution approved by the Authority on March 26, 2020.

"Securities Depository" means (i) DTC and its successors and assigns, if any, or (ii) any other securities depository which agrees to follow the procedures required to be followed by a securities depository in connection with the 2008 Series A Bonds and which is selected by the Authority as provided in Section 703(c).

"Security Arrangement" means an unconditional and irrevocable obligation of the Authority which (i) qualifies as a Cash Equivalent under the General Resolution, (ii) guarantees certain payments into the Capital Reserve Fund with respect to the Bonds as provided therein and subject to the limitations set forth therein, and (iii) is not subject to cancellation unless such cancellation would not cause the then-existing rating on the Bonds to be lowered or withdrawn.

"Serial Bonds" means the 2008 Series A Bonds, if any, which are redesignated as Serial Bonds as of any Fixed Rate Conversion Date as provided in Section 203 hereof.

"Special Auction Period" shall have the meaning set forth in the Auction Procedures.

"Special Record Date" means the date and time established by the Trustee for determinations of which Holders shall be entitled to receive overdue interest on the 2008 Series A Bonds pursuant to Section 203(b)(iii) hereof.

"Surety Bond" or "Surety" means an unconditional and irrevocable reserve fund policy or surety bond which (i) qualifies as a Cash Equivalent under the General Resolution, (ii) guarantees certain payments into the Capital Reserve Fund with respect to the Bonds as provided therein and subject to the limitations set forth therein, and (iii) is not subject to cancellation by the provider.

"Term Bonds" means the 2008 Series A Bonds issued as Term Bonds as authorized under Section 203 hereof, which have not been redesignated as Serial Bonds.

"Underwriter" means Merrill Lynch, Pierce, Fenner & Smith Incorporated, on behalf of itself and such underwriters as may be named in the Underwriter's Contract.

"Underwriter's Contract" means one or more contracts of purchase between the Authority and the Underwriter with respect to the 2008 Series A Bonds other than the Placed Bonds.

"Variable Rate" means, as the context requires, the interest rate during the Initial Period or the Daily or Weekly Rate applicable to 2008 Series A Bonds.

"Variable Rate Bonds" means the 2008 Series A Bonds during the time such 2008 Series A Bonds bear interest at a Variable Rate.

"Variable Rate Conversion Date" means each day (other than the Business Day immediately following the last day of the Initial Period) on which all or any portion of the 2008 Series A Bonds bear interest at a Variable Rate pursuant to Section 302(d), (e) or (f) hereof which is immediately preceded by a day on which such 2008 Series A Bonds did not bear interest at the same Variable Rate.

"Variable Rate Period" means each period during which 2008 Series A Bonds bear interest at a specific Variable Rate.

"Weekly Rate" means the interest rate to be determined for 2008 Series A Bonds on a weekly basis pursuant to Sections 203 and 302(c) hereof.

"Weekly Rate Conversion Date" means each day on which all or any portion of the 2008 Series A Bonds bear interest at a Weekly Rate pursuant to Section 302(d), (e) or (f) hereof which is immediately preceded by a day on which such 2008 Series A Bonds did not bear interest at a Weekly Rate. The effective date of an automatic Conversion to the Weekly Rate pursuant to the last sentence of Section 301 or Section 302(a)(ii) hereof shall be deemed to be a Weekly Rate Conversion Date.

"Weekly Rate Index" means a percentage per annum equal to one hundred ten percent (110%) of the most recent seven day Securities Industry and Financial Markets Association Municipal Swap Index published in The Bond Buyer or otherwise made available to the Trustee."

"Weekly Rate Period" means each period during which 2008 Series A Bonds bear interest at a Weekly Rate.

ARTICLE II
AUTHORIZATION OF 2008 SERIES A BONDS

201. Principal Amount, Designation and Series. A Series of Bonds is hereby authorized to be issued pursuant to the provisions of the General Resolution in an aggregate principal amount not to exceed $181,415,000, and shall be designated "*Rental Housing Revenue Bonds, 2008 Series A*."

202. Purpose. The 2008 Series A Bonds are being issued for the purposes of: (i) redeeming within 90 days of the Closing Date a portion of the Authority's outstanding Bonds, as set forth in the Purchase Contract (the "Prior Bonds"); and (ii) making a deposit to the Capital Reserve Fund (unless a Cash Equivalent is provided in lieu of such deposit, as provided below, or sufficient moneys are on deposit therein).

203. Interest Rates, Principal Amounts and Maturity Dates. (a) The 2008 Series A Bonds shall be dated and shall be issued on or before October 31, 2008, as determined by an Authorized Representative. The 2008 Series A Bonds shall be issued as interest bearing Bonds and not as Capital Appreciation Bonds. All of the 2008 Series A Bonds shall be initially issued as Term Bonds which shall mature on any April 1 or October 1 in the years and principal amounts and shall bear interest as approved by an Authorized Representative, which approval shall be evidenced by execution of the Purchase Contract by any Authorized Representative. The 2008 Series A Bonds may remain as Term Bonds or become Serial Bonds or any combination of Serial Bonds and Term Bonds in connection with a Conversion of 2008 Series A Bonds to Fixed Rate Bonds which shall mature on any April 1 or October 1 in the years and principal amounts as approved by an Authorized Representative. The Authority hereby approves the auction procedures as set forth in APPENDIX A hereto, with such changes thereto and completion thereof as are not materially adverse to the Authority and which are consistent with the Purchase Contract (the "Auction Procedures"). The 2008 Series A Bonds shall bear interest at a rate for the Initial Period

as set forth in the Purchase Contract and thereafter shall bear interest at a Daily Rate or Weekly Rate as set forth in the Purchase Contract determined as provided in Section 301 hereof. Interest shall be payable on the applicable Interest Payment Date.

(b) Subject to the further provisions of Article III hereof, each 2008 Series A Bond shall bear interest and be payable as to interest as follows:

(i) Each 2008 Series A Bond shall bear interest (at the applicable rate determined pursuant to Article III hereof) computed from (A) the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid, or (B) the last preceding Interest Payment Date to which interest has been paid (or the Closing Date if no interest thereon has been paid) in all other cases, and in either case (C) to and including the day (whether or not a Business Day) immediately preceding each Interest Payment Date on which interest is being paid.

(ii) Subject to the provisions of subparagraph (iii) below, the interest due on any 2008 Series A Bond on any Interest Payment Date shall be paid to the Holder of such 2008 Series A Bond as shown on the registration books kept by the Trustee as of the regular Record Date. The amount of interest payable on any Interest Payment Date shall be computed (A) for each daily Auction Period, seven-day Auction Period, 28-day Auction Period, 35-day Auction Period and three-month Auction Period or a Special Auction Period of 180 days or less on the basis of a 360-day year for the number of days actually elapsed and, for each semiannual Auction Period or Special Auction Period of more than 180 days, on the basis of a 360-day year consisting of twelve 30-day months, (B) on the basis of a 365- or 366-day year for the number of days actually elapsed with respect to the Initial Period and to Flexible, Daily and Weekly Rate Periods, and (C) on the basis of a 360-day year consisting of twelve 30-day months with respect to a Fixed Rate Period.

(iii) If the funds available under the General Resolution are insufficient on any Interest Payment Date to pay the interest then due, the regular Record Date shall no longer be applicable with respect to the 2008 Series A Bonds. If sufficient funds for the payment of such overdue interest thereafter become available, the Trustee shall promptly establish a special interest payment date for the payment of the overdue interest and a Special Record Date (which shall be a Business Day) for determining the Holders entitled to such payments. Notice of such date so established shall be given by first-class mail by the Trustee to each Holder at least ten (10) days prior to the Special Record Date, but not more than thirty (30) days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date (which date shall be deemed to be an Interest Payment Date) to the Holder, as shown on the registration books kept by the Trustee as of the close of business on the Special Record Date.

(iv) All payments of interest on the 2008 Series A Bonds shall be paid to the persons entitled thereto pursuant to Section 203(b)(ii) or Section 203(b)(iii) hereof on the Interest Payment Date in immediately available funds.

(c) (i) Any Holder may elect to have the principal or Redemption Price of and interest on its 2008 Series A Bonds bearing interest at the rate effective during the Initial Period or at Auction, Daily, Weekly, or Fixed Rates paid by wire transfer to a bank within the continental

United States or deposited to a designated account that is maintained with the Trustee; provided, however, that such Holder shall have provided wire transfer instructions to the Trustee prior to the Interest Payment Date; provided further, that each such 2008 Series A Bond must be presented to the Trustee in order for the Holder to receive payment of principal or Redemption Price.

(ii) Interest accrued during any Flexible Rate Period shall be paid in immediately available funds, but only upon presentation and surrender of 2008 Series A Bonds to the Trustee, by wire transfer to a bank within the continental United States or direct deposit to a designated account that is maintained with the Trustee pursuant to directions given by the Holder to the Trustee on or prior to the Interest Payment Date.

(d) In making the determination with respect to interest rates and the maturities of the 2008 Series A Bonds, and the compensation to be paid to the Purchasers in connection with the issuance and sale of the 2008 Series A Bonds, the Authorized Representative making such determinations shall be limited as follows:

(i) The rate of interest on any 2008 Series A Bond shall not at any time exceed the Maximum Rate.

(ii) The rate of interest on any 2008 Series A Bond during the Initial Period shall not exceed a coupon rate of 5.00% per annum.

(iii) The compensation to be paid to the Purchasers shall not be more than 1.00% of the original principal amount of the 2008 Series A Bonds.

(iv) The schedule of maturities and the amount of each maturity for the 2008 Series A Bonds, taking into account the Redemption Requirements, if any, established pursuant to Section 501 hereof, shall be established in a manner that will permit the Authorized Representative to file the Cash Flow Statement required by Section 914 of the General Resolution.

(v) The final maturity of the 2008 Series A Bonds shall not be later than October 1, 2037.

(vi) The maximum amount of scheduled principal payments (adjusted for any previously scheduled Redemption Requirements) and Redemption Requirements due on any April 1 or October 1 (or, if the 2008 Series A Bonds are (A) in an Auction Rate Period and such April 1 or October 1 is not an Interest Payment Date, the Interest Payment Date immediately preceding such April 1 or October 1 or (B) in a Flexible Rate Period and such April 1 or October 1 is not an Interest Payment Date, the Interest Payment Date immediately following such April 1 or October 1 in the case of Redemption Requirements) shall not exceed $6,500,000.

(e) Subject to the limitations set forth in subsection (d) above, scheduled principal payments and Redemption Requirements may be revised upon Conversion of all or any portion of the 2008 Series A Bonds to an Auction Rate, Flexible Rates or a Fixed Rate pursuant to Sections 303, 304 or 305 hereof to the extent and in the manner provided in the Purchase Contract.

204. [RESERVED]

205. Denominations, Numbers and Letters. (a) The 2008 Series A Bonds shall be issued as fully-registered bonds in the Authorized Denominations set forth in subsection (b) below. The 2008 Series A Bonds shall be lettered "A," and shall be numbered consecutively from 1 upwards, except that, in connection with any Conversion Date, the Authority may determine that the 2008 Series A Bonds for which such date is a Conversion Date should bear a new designation after such Conversion Date and, if it should so determine, the Authority shall advise the Trustee of the new designation. References in this 2008 Series A Resolution, unless the context requires otherwise, include 2008 Series A Bonds as redesignated pursuant to this Section 205.

(b) The 2008 Series A Bonds shall be issuable in fully-registered form, in denominations of (i) during an Auction Period, of $25,000 and any integral multiple thereof, (ii) during a Variable Rate Period, $100,000 and any integral multiple of $5,000 in excess of $100,000, (iii) during a Flexible Rate Period, $100,000 and any integral multiple of $1,000 in excess of $100,000, and (iv) on and after the Fixed Rate Conversion Date, $5,000 or integral multiples thereof (each "Authorized Denominations"). If the interest rate on the 2008 Series A Bonds is automatically Converted to a Weekly Rate, as provided in 302(a)(ii) hereof, 2008 Series A Bonds then Outstanding which were in Authorized Denominations immediately prior to such automatic Conversion shall be deemed to be temporarily in Authorized Denominations following such automatic Conversion.

(c) Each 2008 Series A Bond shall be dated as of the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid, and in all other cases the last preceding Interest Payment Date to which interest has been paid (or the Closing Date if no interest thereon has been paid).

206. Sale of 2008 Series A Bonds. An Authorized Representative is authorized to negotiate and execute the Underwriter's Contract on behalf of the Authority in substantially the form presented to this meeting, with such changes as are not materially adverse to the Authority, for purchase of the 2008 Series A Bonds at the price set forth therein (which shall not be less than 100% of the principal amount thereof) by the Underwriter. Approval of the Underwriter's Contract, and the purchase price set forth therein, shall be evidenced by the execution of the Underwriter's Contract by an Authorized Representative of the Authority.

An Authorized Representative is further authorized to negotiate and execute the Placement Contract, if applicable, on behalf of the Authority in substantially the form of the Underwriter's Contract presented to this meeting, with such changes as are not materially adverse to the Authority, for purchase of the Placed Bonds at the price set forth therein (which shall not be less than 100% of the principal amount thereof) by Fannie Mae. Approval of the Purchase Contract, and the purchase price set forth therein, shall be evidenced by the execution of the Purchase Contract by an Authorized Representative.

207. Liquidity Facility.

(a) Payment of the purchase price of 2008 Series A Bonds bearing interest at a Variable Rate or at a Flexible Rate shall be made pursuant to a Liquidity Facility delivered by a Liquidity Facility Provider, subject to Section 802. An Authorized Representative is authorized to select a Liquidity Facility Provider and to negotiate and execute the Liquidity Facility, if any, substantially in the form of a standby bond purchase agreement, line of credit or letter of credit previously approved by the Authority in connection with any Series of Bonds, with such changes in such document as may be necessary or desirable, permitted by the Act and otherwise by law, and are not materially adverse to the Authority, taking into account the benefits to be derived by the Authority from the issuance of the 2008 Series A Bonds, and subject to the following additional conditions:

(i) The initial annual fees to be paid in respect of the Initial Credit/Liquidity Facility shall not exceed 1.00% of the available commitment thereunder; provided, however, that such fees may be increased pursuant to the provisions of the Liquidity Facility.

(ii) The available commitment under the Liquidity Facility shall not exceed an amount equal to the sum of (A) the principal amount of the 2008 Series A Bonds and (B) the Interest Coverage Requirement with respect to such principal amount.

(b) Any Authorized Representative hereby is authorized to obtain any amendment to any Liquidity Facility in respect of 2008 Series A Bonds bearing interest at a Variable Rate or a Flexible Rate, and to execute and deliver the same.

(c) The initial annual fees to be paid in respect of any Alternate Liquidity Facility shall not exceed 3.00% of the available commitment thereunder; provided, however, that such fees may be increased in accordance with the provisions of such Alternate Liquidity Facility.

208. Credit Facility.

(a) For so long as 2008 Series A Bonds bearing interest at a Variable Rate are supported by a Credit Facility, payment of the principal and interest on the 2008 Series A Bonds shall be made pursuant to a Credit Facility delivered by a Credit Provider, subject to Section 804. If a Credit Facility supports 2008 Series A Bonds during a Variable Rate Period, such Credit Facility must support all 2008 Series A Bonds. As of the Restated Resolution Effective Date, the 2008 Series A Bonds shall bear interest at the Weekly Rate and shall be supported by the Initial Credit/Liquidity Facility. An Authorized Representative is authorized to select a Credit Provider and to negotiate and execute the Credit Facility (and/or related Reimbursement Agreement), if any, substantially in the form of an irrevocable direct pay letter of credit approved by the Authority in connection with the 2008 Series A Bonds, with such changes in such document as may be necessary or desirable, permitted by the Act and otherwise by law, and are not materially adverse to the Authority, taking into account the benefits to be derived by the Authority from the issuance of the 2008 Series A Bonds, and subject to the following additional conditions:

(i) The initial annual fees to be paid in respect of the Initial Credit/Liquidity Facility shall not exceed 1.00% of the available commitment thereunder; provided, however, that such fees may be increased pursuant to the provisions of such Credit Facility.

(ii) The available commitment under any Credit Facility shall not exceed an amount equal to the sum of (A) the principal amount of the 2008 Series A Bonds and (B) the Interest Coverage Requirement with respect to such principal amount.

(b) Any Authorized Representative hereby is authorized to obtain any amendment to any Credit Facility in respect of 2008 Series A Bonds bearing interest at a Variable Rate and to execute and deliver the same.

(c) The initial annual fees to be paid in respect of any Alternate Credit Facility shall not exceed 3.00% of the available commitment thereunder; provided, however, that such fees may be increased in accordance with the provisions of such Alternate Credit Facility.

ARTICLE III
INTEREST RATES ON 2008 SERIES A BONDS

301. Initial Interest Rate; Subsequent Rates. The 2008 Series A Bonds shall initially bear interest at a fixed rate for the Initial Period, as provided in the Purchase Contract. The interest rate to be effective for the Initial Period shall be approved by an Authorized Representative, and the approval of such interest rate for the Initial Period shall be evidenced by execution of the Purchase Contract by the Authority. Thereafter, the 2008 Series A Bonds shall bear interest at the Daily Rate or Weekly Rate, as provided in the Purchase Contract, determined in accordance with Section 302(b) or 302(c) hereof, as applicable. On and after the Business Day immediately following the last day of the Initial Period, the Interest Rate borne by the 2008 Series A Bonds may be Converted from time to time to another type of Interest Rate as hereinafter provided. In the event of a failure to effect a proposed Conversion to another type of Interest Rate pursuant to Section 302, 303, 304 or 305 hereof, the Interest Rate on the 2008 Series A Bonds to have been Converted shall be automatically Converted to: (a) a seven-day Auction Period and will bear interest at the Maximum Auction Rate as defined in the Auction Procedures if the Conversion was to have been made from an Auction Period; and (b) a Weekly Rate and shall bear interest at the Weekly Rate set in accordance with Section 302(c) hereof from the date on which such Conversion was to have occurred, which date shall be deemed to be the first day of the Weekly Rate Period, if the Conversion was to have been made from a Variable Rate Period or a Flexible Rate Period.

302. Variable Rates; Conversion to Variable Rate Periods.

(a) Determination by Remarketing Agent. Except for the Initial Period and subject to the further provisions of this Article III with respect to particular Variable Rates or Conversions to or between Variable Rate Periods, the Variable Rate to be applicable to 2008 Series A Bonds during any Variable Rate Period shall be determined by the Remarketing Agent.

(i) In each case, subject to the provisions of Section 306 hereof, the Variable Rate for a Variable Rate Period in question shall be determined by the Remarketing Agent on the

date or dates and at the time or times required pursuant to subsection (b) or (c) below, whichever is applicable.

(ii) Except for the interest rate during the Initial Period, each Variable Rate shall be determined by the Remarketing Agent as the lowest rate of interest which, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would permit the applicable 2008 Series A Bonds to be sold at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus any accrued interest thereon as of the effective date of such rate; provided, however, that if (i) the Remarketing Agent fails for any reason to determine the Variable Rate for any Variable Rate Period when required hereunder, (ii) there is no Remarketing Agent in place on the applicable Rate Determination Date, (iii) any Variable Rate fails to become effective, or (iv) a Variable Rate is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, then the Interest Rate on such 2008 Series A Bonds shall be automatically Converted to (or continue to bear interest at) a Weekly Rate and the Weekly Rate through the first Tuesday that is at least seven days following such event as described in (i) – (iv) of this proviso shall be the Weekly Rate Index, provided, further, that if a Weekly Rate is not determined by the Remarketing Agent for two or more consecutive Weekly Periods, the Weekly Rate shall be the Maximum Rate. In the event the 2008 Series A Bonds are Converted to a Weekly Rate as provided in the immediately preceding sentence, the Trustee shall as soon as practicable send notice by first class mail to the Holders stating that such automatic Conversion has occurred, the effective date thereof, and the manner in which the Weekly Rate for such Weekly Rate Period is being determined. With respect to 2008 Series A Bonds automatically converted to bear Weekly Rates as a result of the occurrence of (i) or (ii) above, the Remarketing Agent shall attempt to establish a Daily Rate on each Wednesday that is at least seven days following such Conversion and, if it does so, such 2008 Series A Bonds will automatically convert back to Daily Rates.

(iii) In no event shall the Variable Rate for any Variable Rate Period exceed the Maximum Rate.

(iv) All determinations of Variable Rates shall be conclusive and binding upon the Authority, the Trustee and the Holders of the 2008 Series A Bonds. The Authority, the Trustee and the Remarketing Agent shall not be liable to any Holders for failure to give any notice required in this Section 302 or for failure of any Holders to receive any such notice.

(b) Daily Rates. A Daily Rate shall be determined for each Daily Rate Period as follows:

(i) The Daily Rate shall be effective for one day. Subject to the provisions of Section 302(a)(ii) hereof, each such Daily Rate shall be determined by the Remarketing Agent by 10:00 a.m., New York City time, on each Business Day. If 2008 Series A Bonds bearing interest at a Daily Rate have not been subject to a Conversion, then the Daily Rate on a day that is not a Business Day shall be the Daily Rate determined on the preceding Business Day.

(ii) Subject to the provisions of Section 305 hereof, notice of each Daily Rate shall be given by the Remarketing Agent to the Authority and the Trustee by telephone or facsimile transmission (or electronic communication mutually acceptable to the parties) not later

than the close of business on the same Business Day, and written notice of Daily Rates determined shall be given by the Remarketing Agent to the Authority and the Trustee on the Business Day prior to each Interest Payment Date on which interest at a Daily Rate or Daily Rates is required to be paid.

(iii) Subject to the provisions of Section 305 hereof, written notice of Daily Rates shall be given by the Trustee to the Liquidity Facility Provider and each Holder requesting such information within seven (7) Business Days after each Interest Payment Date on which interest at a Daily Rate or Daily Rates was paid.

(c) Weekly Rates. A Weekly Rate shall be determined for each Weekly Rate Period as follows:

(i) Weekly Rate Periods shall commence on Wednesday of each week and end on Tuesday of the following week, except that: (A) if a Weekly Rate Period is the Rate Period following the Initial Period for any 2008 Series A Bonds, such Weekly Rate Period shall commence on the day after the Initial Period and end on Tuesday of the following week; (B) in the case of a Conversion to a Weekly Rate Period from an Auction Period, from a different Variable Rate Period or from Flexible Rate Periods, such Weekly Rate Period shall commence on the last Interest Payment Date in respect of the immediately preceding Rate Period or Rate Periods and end on Tuesday of the following week; (C) in the case of a Conversion from a Weekly Rate Period to a different Rate Period, the last Weekly Rate Period prior to Conversion shall end on the last day immediately preceding the Conversion Date to the new Rate Period; (D) if a Weekly Rate Period occurs by virtue of the automatic Conversion to a Weekly Rate as provided in Section 301 or 302(a)(ii) hereof, such Weekly Rate Period shall commence on the effective date of such automatic Conversion; and (E) in the event a Weekly Rate Period is the final Rate Period with respect to a 2008 Series A Bond, such Weekly Rate Period shall end on the stated maturity date of the 2008 Series A Bond or the date of earlier payment thereof.

(ii) The Weekly Rate for each Weekly Rate Period shall be effective from and including the commencement date of such period and shall remain in effect through and including the last day thereof. Subject to the provisions of Section 302(a)(ii) hereof, each such Weekly Rate shall be determined by the Remarketing Agent by 11:00 a.m. New York City time on the commencement date of the Weekly Rate Period to which it relates (unless such day is not a Business Day, in which case, by 4:00 p.m. New York City time on the first Business Day preceding the commencement date of the Weekly Rate Period to which it relates).

(iii) Subject to the provisions of Section 305 hereof, notice of each Weekly Rate shall be given by the Remarketing Agent to the Authority and the Trustee by telephone or facsimile transmission (or electronic communication mutually acceptable to the parties) not later than the close of business on the first Business Day immediately preceding the commencement date of the Weekly Rate Period to which it relates, and written notice of Weekly Rates determined for each Weekly Rate Period shall be given by the Remarketing Agent to the Authority and the Trustee on the Business Day prior to each Interest Payment Date on which interest at a Weekly Rate or Weekly Rates is required to be paid.

(iv) Subject to the provisions of Section 305 hereof, written notice of Weekly Rates determined for each Weekly Rate Period shall be given by the Trustee to the Liquidity Facility Provider and each Holder requesting such information within seven (7) Business Days after each Interest Payment Date on which interest at a Weekly Rate or Weekly Rates was paid.

(d) Conversions Between Variable Rate Periods. Following the Initial Period, all or any portion of the 2008 Series A Bonds may be Converted from one Variable Rate Period to another Variable Rate Period at the election of the Authority, as follows:

(i) In any such case, the Conversion Date to a different Variable Rate Period shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is to be made.

(ii) It is a condition to each Conversion that a Liquidity Facility be in place and that the interest component of the Liquidity Facility after such Conversion be at least equal to the applicable Interest Coverage Requirement.

(iii) [RESERVED]

(iv) The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider, the Credit Provider, if any, and the Remarketing Agent not less than twenty (20) days prior to the proposed Conversion Date. Such notice shall specify the proposed Conversion Date and the Variable Rate Period to which the Conversion will be made, the principal amount of 2008 Series A Bonds to be Converted, and the Rate Periods from which 2008 Series A Bonds to be Converted shall be selected by the Trustee as directed by the Authority (to the extent the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto). Together with such notice, the Authority shall file with the Remarketing Agent, the Liquidity Facility Provider, the Credit Facility Provider and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion from one Variable Rate Period to another Variable Rate Period. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider, the Credit Provider, if any, and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date.

(v) Not less than fifteen (15) days prior to the Conversion Date, the Trustee shall mail (by first class mail) a written notice, prepared by the Authority, of the Conversion to the Holders of the 2008 Series A Bonds to be Converted. Such notice shall state that such 2008 Series A Bonds are subject to mandatory tender for purchase at par plus accrued interest to, but not including, the Conversion Date.

(vi) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be determined by the Remarketing Agent in the manner provided in subsection (a) above on the date set forth in subsection (b) or (c) above, whichever is applicable to the Variable Rate Period to which the Conversion shall be made.

(e) Conversions to Variable Rate Period from Flexible Rate Periods. All or any portion of the 2008 Series A Bonds may be Converted from Flexible Rate Periods to a Variable Rate Period at the election of the Authority, as follows:

(i) The Conversion Date shall be a day which is the last Interest Payment Date on which interest is payable for all Flexible Rate Periods theretofore established pursuant to Section 303 hereof for the 2008 Series A Bonds being so Converted.

(ii) The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider, the Credit Provider, if any, and the Remarketing Agent no fewer than twenty (20) days prior to the proposed Conversion Date. Such notice shall specify the proposed Conversion Date, the Variable Rate Period to which the Conversion will be made, the principal amount of the 2008 Series A Bonds to be Converted and the Rate Periods from which the 2008 Series A Bonds shall be Converted. If only a portion of the 2008 Series A Bonds bearing interest in any Rate Period is to be Converted, then the Trustee shall select the 2008 Series A Bonds to be Converted from such Rate Periods specified in such notice (to the extent that the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto). Together with such notice, the Authority shall file with the Remarketing Agent, the Liquidity Facility Provider, the Credit Provider, if any, and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of the Flexible Rate Bonds to Variable Rate Bonds. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider, the Credit Provider, if any, and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date. The Trustee shall give notice of Conversion to the Holders of the 2008 Series A Bonds to be Converted not less than fifteen (15) days prior to the Conversion Date in the manner prescribed by Section 302(d)(v) hereof. Notwithstanding the foregoing, however, no Conversion shall be effected unless, prior to the date on which such notice is required to be given by the Trustee, the Trustee shall have received written confirmation from the Remarketing Agent to the effect that it has not established and will not establish any Flexible Rate Periods extending beyond the Conversion Date for 2008 Series A Bonds which are to be Converted.

(iii) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be established and notice thereof shall be given in the same manner as is provided for Conversions from one Variable Rate Period to another pursuant to subsection 302(d)(vi) above.

(iv) It is a condition to each Conversion that a Liquidity Facility be in place and that the interest component of the Liquidity Facility after such Conversion be at least equal to the applicable Interest Coverage Requirement.

(f) Conversion to Variable Rate Period from Auction Rate Period. At the option of the Authority, all or any portion of the Auction Bonds (in an amount which is an Authorized Denomination for the Variable Rate Period and, which, in the event of a partial Conversion, leaves at least $10,000,000 of 2008 Series A Bonds bearing interest at an Auction Rate unless otherwise consented to by the Broker-Dealer) may be Converted to Variable Rate Bonds as follows:

(i) If the Auction Bonds are in an Auction Period other than a daily Auction Period, the Conversion Date shall be the second regularly scheduled Auction Bond Interest Payment Date following the final Auction Date. If the Auction Bonds are in a daily Auction Period, the Conversion Date shall be the next regularly scheduled Auction Bond Interest Payment Date.

(ii) The Authority shall give written notice of any such Conversion to the Trustee, the Auction Agent and the Broker-Dealer, not less than seven (7) Business Days prior to the date on which the Trustee is required to notify the Bondholders of the Conversion pursuant to subparagraph (iii) below. Such notice shall specify the proposed Conversion Date and the principal amount of Auction Bonds to be Converted to Variable Rate Bonds. Together with such notice, the Authority shall file with the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of the Auction Bonds to Variable Rate Bonds. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date.

(iii) Not less than forty (40) days prior to the Conversion Date, the Trustee shall mail a written notice of the Conversion to the holders of all 2008 Series A Bonds to be Converted, which notice shall: (A) specify the Conversion Date; (B) notify such holders that the Auction Bonds to be Converted will be subject to mandatory tender for purchase on such Conversion Date at a price equal to 100% of the principal amount of such Auction Bonds, plus interest accrued and unpaid thereon to, but not including the Conversion Date; (C) notify such holders that in the event of a failed Conversion, such Auction Bonds will not be subject to mandatory tender, will be returned to their Owners, will automatically Convert to a seven-day Auction Period and will bear interest at the Maximum Auction Rate as defined in APPENDIX A; (D) set forth the time, the place and the manner for tendering such Auction Bonds for purchase; and (E) set forth any other matters required to be stated pursuant to this 2008 Series A Resolution or the General Resolution with respect to purchases of 2008 Series A Bonds.

(iv) Not later than 12:00 noon, New York City time, on the Business Day immediately preceding the Conversion Date, at the direction of the Authority, Merrill Lynch, Pierce, Fenner & Smith Incorporated (or such other Broker-Dealer selected by the Authority) shall determine, by offering for sale and using its best efforts to find purchasers for Auction Bonds which are to be Converted to Variable Rate Bonds: (A) the variable interest rate for 2008 Series A Bonds which are to bear interest at a Variable Rate after such Conversion Date; and (B) the Redemption Requirements applicable to the Converted 2008 Series A Bonds. Such determination shall be conclusive and binding upon the Authority, the Trustee, the Remarketing Agent, the Liquidity Facility Provider and the Owners of the 2008 Series A Bonds to which such rate will be applicable. Not later than 5:00 p.m., New York City time, on the date of determination of the Variable Rate, as provided in the first sentence of this subsection (iv), Merrill Lynch, Pierce, Fenner & Smith Incorporated (or such other Broker-Dealer selected by the Authority) shall notify the Authority and the Trustee by facsimile notice of the aggregate principal amount of 2008 Series A Bonds which bear interest at a Variable Rate as a result of such Conversion.

(v) The Authority may revoke its election to effect a Conversion of Auction Bonds to Variable Rate Bonds by giving written notice of such revocation to the Trustee and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or such other Broker-Dealer selected by the Authority under subsection (iv) above) at any time prior to the Business Day immediately preceding the Conversion Date.

(vi) Auction Bonds which are to be Converted to Variable Rate Bonds bearing interest at Variable Rates shall be subject to mandatory tender for purchase on a proposed Conversion Date at a price equal to 100% of the principal amount of such Auction Bonds, plus interest accrued and unpaid thereon to, but not including the Conversion Date.

(vii) The Conversion pursuant to this Section 302(f) shall be effective only if:

(A) a Liquidity Facility has been delivered to the Trustee not less than one Business Day prior to the Conversion Date and is, by its terms, in effect on or prior to such Conversion Date; and

(B) a Remarketing Agreement duly executed and delivered by the parties thereto is in full force and effect not less than one Business Day prior to the Conversion Date.

(viii) If on a proposed Conversion Date, any condition precedent to such Conversion required under this 2008 Series A Resolution shall not be satisfied, the Trustee shall give written notice by first class mail postage prepaid as soon as practicable and in any event not later than the next succeeding Business Day to the 2008 Series A Bondholders that such Conversion has not occurred, that the 2008 Series A Bonds shall not be purchased on the failed Conversion Date, that the Auction Agent shall continue to implement the Auction Procedures on the Auction Dates with respect to the 2008 Series A Bonds which otherwise would have been Converted excluding, however, the Auction Date falling on the Business Day next preceding the failed Conversion Date, and that the interest rate shall continue to be the Auction Rate; provided, however, that the interest rate borne by the 2008 Series A Bonds during the Auction Period commencing on such failed Conversion Date shall be the Maximum Auction Rate, and the Auction Period shall be the seven-day Auction Period.

303. Flexible Rates; Conversions To Flexible Rate Periods from Variable Rate Period and Auction Rate Period.

(a) Flexible Rates. A Flexible Rate for each Flexible Rate Period shall be determined as follows: The Flexible Rate Period for each 2008 Series A Bond bearing interest at a Flexible Rate shall be of such duration not exceeding 1,092 days, as may be offered by the Remarketing Agent and specified by the purchaser pursuant to Section 402 or 403 hereof; provided, however, that if the Remarketing Agent has received notice of a Conversion to a Variable, Auction or Fixed Rate Period, no Flexible Rate Period for 2008 Series A Bonds which are to be Converted shall extend past the Conversion Date, and any 2008 Series A Bond may bear interest at a Flexible Rate for a Flexible Rate Period different from any other 2008 Series A Bond; provided, however, that

each such Flexible Rate Period shall (A) commence on a Business Day (initially, the Flexible Rate Conversion Date) and (B) end on a day which is a Business Day that is no later than the aforementioned Conversion Date, the maturity date or date of earlier payment thereof. Not later than 11:30 a.m., New York City time, on the first day of each Flexible Rate Period, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all 2008 Series A Bonds bearing interest at Flexible Rates required to be purchased on such date. In remarketing the 2008 Series A Bonds, the Remarketing Agent shall offer and accept purchase commitments for the 2008 Series A Bonds for such Flexible Rate Periods and at such Flexible Rates as it deems to be advisable in order to minimize the net interest cost on the 2008 Series A Bonds during the time that the 2008 Series A Bonds bear interest at Flexible Rates, taking into account prevailing market conditions; provided, however, that the foregoing shall not prohibit the Remarketing Agent from accepting purchase commitments for longer Flexible Rate Periods (and at higher Flexible Rates) than are otherwise available at the time of any remarketing if the Remarketing Agent determines that, taking into account prevailing market conditions, a lower net interest cost on the 2008 Series A Bonds can be achieved over the longer Flexible Rate Period; provided, further, that for each 2008 Series A Bond, the Flexible Rate for each Flexible Rate Period shall be the lowest rate which, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would result in the market value of such 2008 Series A Bond being equal to the principal amount thereof on the effective date of such rate. The Flexible Rate Period and the Flexible Rate for each Flexible Rate Period shall be determined by the Remarketing Agent not later than 1:00 p.m., New York City time, on the first day of such Flexible Rate Period and shall be provided to the Authority and the Trustee in writing by the close of business on the same day. Subject to the provisions of Section 305, notice of the Flexible Rate Period and the Flexible Rate shall be given by the Trustee by first class mail to each Holder and to the Liquidity Facility Provider upon its request as soon as practicable after such Flexible Rate Period and Flexible Rate are determined. All determinations of Flexible Rates and Flexible Rate Periods by the Remarketing Agent shall be conclusive and binding upon the Authority, the Trustee and the Holders of the 2008 Series A Bonds. In no event shall any Flexible Rate exceed the Maximum Rate.

(b) Conversions to Flexible Rate Periods from Variable Rate Periods. All or any portion of the 2008 Series A Bonds may be Converted from any Variable Rate Period to a Flexible Rate Period at the election of the Authority, as follows:

(i) In any such case, the Conversion Date shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is to be made;

(ii) It is a condition to each Conversion that a Liquidity Facility be in place and that the interest component of the Liquidity Facility after such Conversion be at least equal to the applicable Interest Coverage Requirement.

(iii) The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider and the Remarketing Agent not less than twenty (20) days prior to the proposed Conversion Date, specifying the proposed Conversion Date, the principal amount of 2008 Series A Bonds to be Converted, and the Rate Periods from which the 2008 Series A Bonds shall be Converted. If only a portion of the 2008 Series A Bonds bearing interest in any Rate Period is to be Converted, then the Trustee shall select the 2008 Series A Bonds to be

Converted from such Rate Periods specified in such notice (to the extent that the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto). Together with such notice, the Authority shall file with the Remarketing Agent, the Liquidity Facility Provider and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of the Variable Rate Bonds to Flexible Rate Bonds. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date.

(iv) Not less than fifteen (15) days prior to the Conversion Date, the Trustee shall mail (by first class mail) a written notice of the Conversion (prepared and furnished to the Trustee by the Authority) to the Holders of the 2008 Series A Bonds to be Converted, specifying the Conversion Date and setting forth the matters required to be stated pursuant to Section 302(d)(iv) above.

(c) Conversions to Flexible Rate Periods from Auction Rate Period. At the option of the Authority, all or any portion of the Auction Bonds (in an amount which is an Authorized Denomination for the Flexible Rate Period and, which, in the event of a partial Conversion, leaves at least $10,000,000 of 2008 Series A Bonds bearing interest at an Auction Rate unless otherwise consented to by the Broker Dealer) may be Converted to Flexible Rate Bonds as follows:

(i) If the Auction Bonds are in an Auction Period other than a daily Auction Period, the Conversion Date shall be the second regularly scheduled Auction Bond Interest Payment Date following the final Auction Date. If the Auction Bonds are in a daily Auction Period, the Conversion Date shall be the next regularly scheduled Auction Bond Interest Payment Date.

(ii) The Authority shall give written notice of any such Conversion to the Trustee, the Auction Agent and the Broker-Dealer, not less than seven (7) Business Days prior to the date on which the Trustee is required to notify the Bondholders of the Conversion pursuant to subparagraph (iii) below. Such notice shall specify the proposed Conversion Date and the principal amount of Auction Bonds to be Converted to Flexible Rate Bonds. Together with such notice, the Authority shall file with the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of the Auction Bonds to Flexible Rate Bonds. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date.

(iii) Not less than forty (40) days prior to the Conversion Date, the Trustee shall mail a written notice of the Conversion to the holders of all 2008 Series A Bonds to be Converted, which notice shall: (A) specify the Conversion Date; (B) notify such holders that the Auction Bonds to be Converted will be subject to mandatory tender for purchase on such Conversion Date at a price equal to 100% of the principal amount of such Auction Bonds, plus

interest accrued and unpaid thereon to, but not including the Conversion Date; (C) notify such holders that in the event of a failed Conversion, such Auction Bonds will not be subject to mandatory tender, will be returned to their Owners, will automatically Convert to a seven-day Auction Period and will bear interest at the Maximum Auction Rate as defined in APPENDIX A; (D) set forth the time, the place and the manner for tendering such Auction Bonds for purchase; and (E) set forth any other matters required to be stated pursuant to this 2008 Series A Resolution or the General Resolution with respect to purchases of 2008 Series A Bonds.

(iv) Not later than 12:00 noon, New York City time, on the Business Day immediately preceding the Conversion Date, at the direction of the Authority, Merrill Lynch, Pierce, Fenner & Smith Incorporated (or such other Broker-Dealer selected by the Authority) shall determine, by offering for sale and using its best efforts to find purchasers for Auction Bonds which are to be Converted to Flexible Rate Bonds: (A) the initial Flexible Rate which the Flexible Rate Bonds are to bear after such Conversion Date; and (B) the Redemption Requirements applicable to any Converted 2008 Series A Bonds. Such determination shall be conclusive and binding upon the Authority, the Trustee, the Remarketing Agent, the Liquidity Facility Provider and the Owners of the 2008 Series A Bonds to which such Flexible Rate will be applicable. Not later than 5:00 p.m., New York City time, on the date of determination of the Flexible Rate, as provided in the first sentence of this subsection (iv), Merrill Lynch, Pierce, Fenner & Smith Incorporated (or such other Broker-Dealer selected by the Authority) shall notify the Authority and the Trustee by facsimile notice of the aggregate principal amount of Flexible Rate Bonds as a result of such Conversion.

(v) The Authority may revoke its election to effect a Conversion of Auction Bonds to Flexible Rate Bonds by giving written notice of such revocation to the Trustee and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or such other Broker-Dealer selected by the Authority under subsection (iv) above) at any time prior to the Business Day immediately preceding the Conversion Date.

(vi) Auction Bonds which are to be Converted to Flexible Rate Bonds shall be subject to mandatory tender for purchase on a proposed Conversion Date at a price equal to 100% of the principal amount of such Auction Bonds, plus interest accrued and unpaid thereon to, but not including the Conversion Date.

(vii) The Conversion pursuant to this Section 303(c) shall be effective only if:

(A) a Liquidity Facility has been delivered to the Trustee not less than one Business Day prior to the Conversion Date and is, by its terms in effect on or prior to such Conversion Date; and

(B) a Remarketing Agreement duly executed and delivered by the parties thereto is in full force and effect not less than one Business Day prior to the Conversion Date.

(viii) If on a proposed Conversion Date, any condition precedent to such Conversion required under this 2008 Series A Resolution shall not be satisfied, the Trustee shall

give written notice by first class mail postage prepaid as soon as practicable and in any event not later than the next succeeding Business Day to the 2008 Series A Bondholders that such Conversion has not occurred, that the 2008 Series A Bonds shall not be purchased on the failed Conversion Date, that the Auction Agent shall continue to implement the Auction Procedures on the Auction Dates with respect to the 2008 Series A Bonds which otherwise would have been Converted excluding, however, the Auction Date falling on the Business Day next preceding the failed Conversion Date, and that the interest rate shall continue to be the Auction Rate; provided, however, that the interest rate borne by the 2008 Series A Bonds during the Auction Period commencing on such failed Conversion Date shall be the Maximum Auction Rate, and the Auction Period shall be the seven-day Auction Period.

304. Auction Rate; Conversion to Auction Rate Period.

(a) Auction Rates. The Auction Rate shall be determined for each Auction Period in accordance with the Auction Procedures.

(b) Conversion to Auction Rate Period from Variable Rate Period or Flexible Rate Period. At the option of the Authority, all or any portion of the Variable Rate Bonds or Flexible Rate Bonds (in an amount which is an Authorized Denomination for the Variable Rate Period or Flexible Rate Period, as the case may be and, which, results in the Conversion of at least $10,000,000 of 2008 Series A Bonds to Auction Bonds unless otherwise consented to by the Broker-Dealer) may be Converted to Auction Bonds as follows:

(i) If the 2008 Series A Bonds to be Converted are in a Variable Rate Period, the Conversion Date shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is to be made. If the 2008 Series A Bonds to be Converted are in a Flexible Rate Period, the Conversion Date shall be the last Interest Payment Date on which interest is payable for all Flexible Rate Periods theretofore established pursuant to Section 303 hereof for the 2008 Series A Bonds being so Converted.

(ii) The Authority shall give written notice of any such Conversion to the Trustee, the Remarketing Agent and the Liquidity Facility Provider, not less than seven (7) Business Days prior to the date on which the Trustee is required to notify the Bondholders of the Conversion pursuant to subparagraph (iii) below. Such notice shall specify the proposed Conversion Date and the principal amount of Variable Rate Bonds and/or Flexible Rate Bonds, as the case may be, to be Converted to Auction Bonds. Together with such notice, the Authority shall file with the Remarketing Agent, the Liquidity Facility Provider and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of such 2008 Series A Bonds to Auction Bonds. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date.

(iii) Not less than fifteen (15) days prior to the Conversion Date, the Trustee shall mail a written notice of the Conversion to the holders of all 2008 Series A Bonds to be Converted, which notice shall: (A) specify the Conversion Date; (B) notify such holders that the Variable Rate Bonds or Flexible Rate Bonds, as the case may be, to be Converted will be subject

to mandatory tender for purchase on such Conversion Date at a price equal to 100% of the principal amount of such 2008 Series A Bonds, plus interest accrued and unpaid thereon to, but not including the Conversion Date; (C) notify such holders that in the event of a failed Conversion, such 2008 Series A Bonds will still be subject to mandatory tender, and on the Conversion Date will automatically Convert to a Weekly Rate and will bear interest at the Weekly Rate determined in accordance with this 2008 Series A Resolution; (D) set forth the time, the place and the manner for tendering such 2008 Series A Bonds for purchase; and (E) set forth any other matters required to be stated pursuant to this 2008 Series A Resolution or the General Resolution with respect to purchases of 2008 Series A Bonds.

(iv) Not later than 12:00 noon, New York City time, on the Business Day immediately preceding the Conversion Date, at the direction of the Authority, Merrill Lynch, Pierce, Fenner & Smith Incorporated (or such other Broker-Dealer selected by the Authority) shall determine, by offering for sale and using its best efforts to find purchasers for the 2008 Series A Bonds which are to be Converted to Auction Bonds: (A) the initial Auction Rate which the Auction Bonds are to bear after such Conversion Date; and (B) the Redemption Requirements applicable to any Converted 2008 Series A Bonds. Such determination shall be conclusive and binding upon the Authority, the Trustee, and the Owners of the 2008 Series A Bonds to which such Auction Rate will be applicable. Not later than 5:00 p.m., New York City time, on the date of determination of the Auction Rate, as provided in the first sentence of this subsection (iv), Merrill Lynch, Pierce, Fenner & Smith Incorporated (or such other Broker-Dealer selected by the Authority) shall notify the Authority and the Trustee by facsimile notice of the aggregate principal amount of Auction Bonds as a result of such Conversion.

(v) The Authority may revoke its election to effect a Conversion of Variable Rate Bonds and/or Flexible Rate Bonds to Auction Bonds by giving written notice of such revocation to the Trustee, the Liquidity Provider, if any, and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or such other Broker-Dealer selected by the Authority under subsection (iv) above) at any time prior to the Business Day immediately preceding the Conversion Date.

(vi) Variable Rate Bonds and/or Flexible Rate Bonds which are to be Converted to Auction Rate Bonds shall be subject to mandatory tender for purchase on a proposed Conversion Date at a price equal to 100% of the principal amount of such Auction Bonds, plus interest accrued and unpaid thereon to, but not including, the Conversion Date.

(vii) The Conversion pursuant to this Section 304(b) shall be effective only if an Auction Agreement and a Broker-Dealer Agreement with Merrill Lynch, Pierce, Fenner & Smith Incorporated (or such other Broker-Dealer selected by the Authority under subsection (iv) above), each duly executed and delivered by the parties thereto, are in full force and effect not less than one Business Day prior to the Conversion Date.

(viii) The Liquidity Facility relating to 2008 Series A Bonds to be Converted to bear interest at the Auction Rate shall terminate not earlier than the applicable Auction Rate Conversion Date; however, the Liquidity Facility (including any extensions or substitutions thereof) shall automatically terminate with respect to the 2008 Series A Bonds being so Converted on the fifth Business Day following the effective date of the Conversion to Auction Rates.

305. Fixed Rate; Conversion to Fixed Rate Period. All or any portion of the 2008 Series A Bonds bearing interest at Variable Rates, Flexible Rates or Auction Rates may be Converted to bear interest at Fixed Rates to their final maturity, provided that, the Authority shall have received a letter from the Rating Agency, if any, then maintaining a rating on the Bonds to the effect that the proposed Conversion will not adversely affect the then existing rating on the Bonds then bearing interest at Fixed Rates. Any such Conversion shall be made as follows and subject to the following conditions:

(a) Conversion From Variable Rate Period or Flexible Periods. The Fixed Rate Conversion Date shall be any date selected by the Authority. The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider and the Remarketing Agent not less than thirty (30) days prior to the proposed Conversion Date. Such notice shall specify the Fixed Rate Conversion Date, the principal amount of the 2008 Series A Bonds to be Converted, and, to the extent that the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto, the Rate Periods from which the 2008 Series A Bonds to be Converted shall be selected by the Trustee and the revised schedule of maturities and Redemption Requirements, if any, for the 2008 Series A Bonds to be Converted, as contemplated by Section 203(e). Together with such notice, the Authority shall file with the Remarketing Agent, the Liquidity Facility Provider and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of the Variable Rate Bonds or Flexible Rate Bonds, as the case may be, to Fixed Rate Bonds. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date.

(i) The Remarketing Agent shall determine the Fixed Rates for 2008 Series A Bonds to be Converted from any Rate Period, other than an Auction Period to a Fixed Rate Period, which shall be the lowest rate of interest for each maturity which, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would permit the applicable 2008 Series A Bonds to be sold at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus any accrued interest thereon as of the effective date of such rate. The Authority may, at its discretion, elect to cause the Fixed Rate to be an indexed floating interest rate which is a function of LIBOR or an index of the Securities Industry and Financial Markets Association (or any successor thereto) selected by the Authority and effective from the Fixed Rate Conversion Date to and including the applicable maturity date. In the event the Authority elects to cause the Fixed Rate to be such an indexed floating interest rate, the Authority shall so notify the Remarketing Agent, and the Fixed Rate shall be lowest interest rate that is a function of LIBOR or such index of the Securities Industry and Financial Markets Association (or any successor thereto) selected by the Authority for each maturity which, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would permit the applicable 2008 Series A Bonds to be sold at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus any accrued interest thereon as of the effective date of such rate.

(ii) Notice of Conversion shall be given by first class mail by the Trustee to the Holders of the 2008 Series A Bonds to be Converted not less than fifteen (15) days prior to the

Fixed Rate Conversion Date. Such notice shall be prepared and furnished to the Trustee by the Authority and shall inform the Holders of:

(A) the proposed Fixed Rate Conversion Date; and

(B) the matters required to be stated pursuant to Section 404 hereof with respect to purchases of 2008 Series A Bonds governed by such Section.

(iii) Except as provided in subparagraph (i) above, not later than 12:00 p.m., New York City time, on the Business Day prior to a Fixed Rate Conversion Date, the Remarketing Agent shall determine the Fixed Rate for the applicable 2008 Series A Bonds and shall provide such Fixed Rates in writing to the Authority and the Trustee prior to the close of business on the same day.

(iv) Any Conversion to a Fixed Rate pursuant to this Section 305(a) shall be subject to the following conditions:

(A) If a proposed Conversion to a Fixed Rate fails to occur for any reason after the Trustee has given notice to the Bondholders pursuant to Section 305(a)(ii) hereof, the interest rate on the 2008 Series A Bonds to have been Converted shall be automatically Converted to a Weekly Rate as set forth in the last sentence of Section 301 hereof. The Trustee shall promptly notify such Holders of such failed Conversion and the effect thereof. If a proposed Conversion to a Fixed Rate fails to occur for any reason, but the Trustee has not given notice to the Holders of the 2008 Series A Bonds to have been Converted pursuant to Section 305(a)(ii) hereof, such 2008 Series A Bonds shall continue to bear interest at the last effective Variable Rate if the Conversion was to have been made from a Variable Rate Period, or at Flexible Rates if the Conversion was to have been made from Flexible Rate Periods.

(B) The determination of one or more Fixed Rates pursuant to this Section shall be conclusive and binding upon the Authority, the Trustee and the Holders of the 2008 Series A Bonds.

(C) In no event shall any Fixed Rate exceed the Maximum Rate.

(D) Immediately prior to such Conversion there shall be on deposit in the Capital Reserve Fund an amount equal to the Capital Reserve Fund Requirement, taking into account the 2008 Series A Bonds then bearing interest or being Converted to bear interest at Fixed Rates.

(E) The Liquidity Facility relating to 2008 Series A Bonds to be Converted to bear interest at a Fixed Rate shall terminate not earlier than the applicable Fixed Rate Conversion Date; however, the Liquidity Facility (including any extensions or substitutions thereof) shall automatically terminate with respect to the 2008 Series A Bonds being so Converted on the Business Day following the effective date of the Conversion to Fixed Rates.

(b) Conversion From Auction Period. At the option of the Authority, any portion of the 2008 Series A Bonds (in an amount which is an Authorized Denomination for the Fixed Rate Period and, which, in the event of a partial Conversion, leaves at least $10,000,000 of 2008 Series A Bonds bearing interest at an Auction Rate unless otherwise consented to by the Broker-Dealer) may be Converted from an Auction Period to 2008 Series A Bonds bearing interest at Fixed Rates as follows:

(i) If the Auction Bonds are in an Auction Period other than a daily Auction Period, the Conversion Date shall be the second regularly scheduled Interest Payment Date following the final Auction Date. If the Auction Bonds are in a daily Auction Period, the Conversion Date shall be the next regularly scheduled Interest Payment Date.

(ii) The Authority shall give written notice of any such Conversion to the Trustee, the Auction Agent and the Broker-Dealer, not less than seven (7) Business Days prior to the date on which the Trustee is required to notify the Bondholders of the Conversion pursuant to subparagraph (iii) below. Such notice shall specify the proposed Conversion Date and the principal amount of Auction Bonds to be Converted to 2008 Series A Bonds bearing interest at Fixed Rates. Together with such notice, the Authority shall file with the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of the Auction Bonds to 2008 Series A Bonds bearing interest at Fixed Rates. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date.

(iii) Not less than forty (40) days prior to the Conversion Date, the Trustee shall mail a written notice of the Conversion to the holders of all 2008 Series A Bonds to be Converted, which notice shall: (A) specify the Conversion Date; (B) notify such holders that the Auction Bonds to be Converted will be subject to mandatory tender for purchase on such Conversion Date at a price equal to 100% of the principal amount of such Auction Bonds, plus interest accrued and unpaid thereon to, but not including the Conversion Date; (C) notify such holders that in the event of a failed Conversion, such Auction Bonds will not be subject to mandatory tender, will be returned to their Owners, will automatically Convert to a seven-day Auction Period and will bear interest at the Maximum Auction Rate as defined in APPENDIX A; (D) set forth the time, the place and the manner for tendering such Auction Bonds for purchase; and (E) set forth any other matters required to be stated pursuant to this 2008 Series A Resolution or the General Resolution with respect to purchases of 2008 Series A Bonds.

(iv) Not later than 12:00 noon, New York City time, on the Business Day immediately preceding the Conversion Date, at the direction of the Authority, Merrill Lynch, Pierce, Fenner & Smith Incorporated (or such other Broker-Dealer selected by the Authority) shall determine, by offering for sale and using its best efforts to find purchasers for Auction Bonds which are to be Converted to 2008 Series A Bonds bearing interest at Fixed Rates, the fixed interest rate(s) for 2008 Series A Bonds which are to bear interest at Fixed Rates after such Conversion Date. The Authority may, at its discretion, elect to cause the Fixed Rate to be an indexed floating interest rate which is a function of LIBOR or a Securities Industry and Financial Markets Association index selected by the Authority and effective from the Fixed Rate

Conversion Date to and including the applicable maturity date. In the event the Authority elects to cause the Fixed Rate to be such an indexed floating interest rate, the Authority shall so notify Merrill Lynch, Pierce, Fenner & Smith Incorporated (or such other Broker-Dealer selected by the Authority), and the Fixed Rate shall be the lowest interest rate that is a function of LIBOR or Securities Industry and Financial Markets Association index selected by the Authority for each maturity which, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would permit the applicable 2008 Series A Bonds to be sold at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus any accrued interest thereon as of the effective date of such rate. Such determination shall be conclusive and binding upon the Authority, the Trustee and the Owners of the 2008 Series A Bonds to which such rate or rates will be applicable. Not later than 5:00 p.m., New York City time, on the date of determination of the Fixed Rate(s), as provided in the first sentence of this subsection (iv), Merrill Lynch, Pierce, Fenner & Smith Incorporated (or such other Broker-Dealer selected by the Authority) shall notify the Authority and the Trustee of the following by facsimile notice: (A) the aggregate principal amount of 2008 Series A Bonds which bear interest at fixed rates as a result of such Conversion; (B) a schedule of the maturity dates and related principal amounts of Converted 2008 Series A Bonds which the Authority has redesignated as Serial Bonds; and (C) a schedule of the maturity dates, related principal amounts and applicable Redemption Requirements of Converted 2008 Series A Bonds which are Term Bonds, if any.

(v) The Authority may revoke its election to effect a Conversion of Auction Bonds to 2008 Series A Bonds bearing interest at fixed rates by giving written notice of such revocation to the Trustee and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or such other Broker-Dealer selected by the Authority under subsection (iv) above) at any time prior to the Business Day immediately preceding the Conversion Date.

(vi) Auction Bonds which are to be Converted to 2008 Series A Bonds bearing interest at Fixed Rates shall be subject to mandatory tender for purchase on a proposed Conversion Date at a price equal to 100% of the principal amount of such Auction Bonds, plus interest accrued and unpaid thereon to, but not including the Conversion Date.

(vii) If on a proposed Conversion Date, any condition precedent to such Conversion required under this 2008 Series A Resolution shall not be satisfied, the Trustee shall give written notice by first class mail postage prepaid as soon as practicable and in any event not later than the next succeeding Business Day to the 2008 Series A Bondholders that such Conversion has not occurred, that the 2008 Series A Bonds shall not be purchased on the failed Conversion Date, that the Auction Agent shall continue to implement the Auction Procedures on the Auction Dates with respect to the 2008 Series A Bonds which otherwise would have been Converted excluding, however, the Auction Date falling on the Business Day next preceding the failed Conversion Date, and that the interest rate shall continue to be the Auction Rate; provided, however, that the interest rate borne by the 2008 Series A Bonds during the Auction Period commencing on such failed Conversion Date shall be the Maximum Auction Rate, and the Auction Period shall be the seven-day Auction Period.

306. No Liability for Failure of Notice. The Authority, the Trustee and the Remarketing Agent shall not be liable to any Holders for failure to give any notice required by Section 302, 303, 304 or 305 hereof or for failure of any Holders to receive any such notice.

307. Bank Bonds. Each Bank Bond shall bear interest for each day it is a Bank Bond on the principal amount thereof at the Bank Rate determined and payable in accordance with the Liquidity Facility or Reimbursement Agreement, as applicable, from the related purchase date of such Bank Bond until the principal amount of such Bank Bond is paid. Notwithstanding any other provision of this 2008 Series A Resolution, the interest on each Bank Bond shall be payable to the Liquidity Facility Provider by wire transfer in immediately available funds on each Interest Payment Date, on the date of any redemption or remarketing thereof and on the date that any Alternate Liquidity Facility becomes effective in accordance with Section 802 hereof. In no event shall the Bank Rate exceed the Maximum Rate. The principal amount of each Bank Bond shall be subject to mandatory redemption as provided in Section 504 hereof.

308. No Partial Conversion of Rate Period While Credit Facility in Effect. Notwithstanding anything contained herein to the contrary, so long as a Credit Facility supports 2008 Series A Bonds, no partial conversion of the 2008 Series A Bonds to a different Rate Period is permitted and any election by the Authority to convert to a different Rate Period must apply to all outstanding 2008 Series A Bonds.

ARTICLE IV
TENDER AND PURCHASE OF BONDS

401. Optional Tenders During Variable Rate Periods.

(a) Purchase Dates. Subject to the provisions of Sections 407 and 409 hereof, on and after the Business Day immediately following the last day of the Initial Period, the Holders of 2008 Series A Bonds bearing interest at Variable Rates may elect to have their 2008 Series A Bonds (or portions thereof in Authorized Denominations) purchased at a purchase price equal to 100% of the principal amount of such 2008 Series A Bonds (or portions), plus, if the applicable purchase date is other than an Interest Payment Date for such 2008 Series A Bonds, accrued interest, if any, on the following purchase dates and upon the giving of the following telecopy, telex or written notices meeting the further requirements of subsection (b) below:

(i) 2008 Series A Bonds (or portions) bearing interest at Daily Rates may be tendered for purchase at a price payable in immediately available funds on any Business Day prior to Conversion from a Daily Rate Period to a different Rate Period upon delivery of a written notice of tender to the Trustee and the Remarketing Agent not later than 10:30 a.m. New York City time, on the purchase date; and

(ii) 2008 Series A Bonds (or portions) bearing interest at Weekly Rates may be tendered for purchase at a price payable in immediately available funds on any Business Day prior to Conversion from a Weekly Rate Period to a different Rate Period upon delivery of a written

notice of tender to the Trustee and the Remarketing Agent not later than 5:00 p.m. New York City time, on any Business Day that is not fewer than seven (7) days prior to the purchase date.

(b) Notice of Optional Tender. Each notice of tender:

(i) shall be delivered to the Trustee at its corporate trust office in St. Paul, Minnesota or at such other office of the Trustee designated in a notice given by the Trustee to the Holders of the 2008 Series A Bonds and be in form satisfactory to the Trustee, and shall also be delivered to the Remarketing Agent at Four World Financial Center, 9th Floor, New York, New York 10080, Attention: TEMM;

(ii) shall state (A) the principal amount of the 2008 Series A Bond (or portion) and the certificate number of the 2008 Series A Bond to which the notice relates, (B) that the Holder irrevocably demands purchase of such 2008 Series A Bond or a specified portion thereof in an Authorized Denomination, (C) that if a portion of a 2008 Series A Bond is to be purchased, the remaining portion of the 2008 Series A Bond after such purchase will be in an Authorized Denomination, (D) the date on which such 2008 Series A Bond or portion is to be purchased, and (E) payment instructions with respect to the purchase price; and

(iii) shall automatically constitute (A) an irrevocable offer to sell the 2008 Series A Bond (or portion thereof) to which the notice relates on the purchase date at a price equal to the principal amount of such 2008 Series A Bond (or portion thereof) plus, if the applicable purchase date is other than an Interest Payment Date for such 2008 Series A Bonds, any interest thereon accrued and unpaid as of the purchase date, (B) an irrevocable authorization and instruction to the Trustee to effect transfer of such 2008 Series A Bond (or portion thereof) upon payment of such price to the Trustee on the purchase date, (C) an irrevocable authorization and instruction to the Trustee to effect the exchange of the 2008 Series A Bond to be purchased in whole or in part for other 2008 Series A Bonds in an equal aggregate principal amount so as to facilitate the sale of such 2008 Series A Bond (or portion thereof to be purchased), (D) an agreement to deliver such 2008 Series A Bond to the Trustee at or before the time required by Section 401(e) (vi) hereof, and (E) an acknowledgment that such Holder will have no further rights with respect to such 2008 Series A Bond (or portion thereof) upon payment of the purchase price thereof to the Trustee on the purchase date, except for the right of such Holder to receive such purchase price upon surrender of such 2008 Series A Bond to the Trustee and that after the purchase date such Holder will hold any undelivered 2008 Series A Bond as custodian for the Trustee. The determination of the Trustee as to whether a notice of tender has been properly delivered pursuant to the foregoing shall be conclusive and binding upon the Holder.

(c) 2008 Series A Bonds to be Remarketed. Not later than 11:00 a.m., New York City time, on the date of receipt of any notice of tender in the case of 2008 Series A Bonds bearing interest at a Daily Rate and in all other cases on the second Business Day immediately following the date of receipt of any notice of tender, the Trustee shall notify, by telephone promptly confirmed in writing, in the case of a Daily Rate, and in writing in all other cases, the Authority, the Remarketing Agent and the Liquidity Facility Provider of the principal amount of 2008 Series A Bonds (or portions thereof) to be purchased and the date of purchase.

(d) Remarketing of Tendered Variable Rate Bonds. Subject to and in accordance with the provisions of the Remarketing Agreement, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all 2008 Series A Bonds or portions thereof for which notice of tender has been received by the Trustee and the Remarketing Agent pursuant to Section 401(b)(i) above. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price for tendered 2008 Series A Bonds by the Remarketing Agent to the Trustee (in exchange for new registered 2008 Series A Bonds) (i) in immediately available funds at or before 11:00 a.m., New York City time (or confirmations of the transfer of such funds at or before 11:00 a.m., New York City time) on the purchase date, in the case of 2008 Series A Bonds bearing interest at Daily Rates, and (ii) in immediately available funds at or before 11:00 a.m., New York City time (or confirmation of the transfer of such funds at or before 11:00 a.m., New York City time), on the purchase date, in the case of 2008 Series A Bonds bearing interest at Weekly Rates. If moneys representing the proceeds of the remarketing of tendered 2008 Series A Bonds are not paid by the Remarketing Agent to the Trustee by the times specified in the immediately preceding sentence, the Trustee shall use its best efforts to promptly notify the Liquidity Facility Provider by telephone (promptly confirmed in writing). Notwithstanding the foregoing, the Remarketing Agent shall not sell any 2008 Series A Bond as to which a notice of Conversion (A) from one type of Variable Rate Period to another, (B) to Flexible Rate Periods, (C) to Auction Periods, or (D) to a Fixed Rate Period has been given by the Trustee, unless the Remarketing Agent has advised the person to whom the sale is made of the proposed Conversion.

(e) Purchase and Delivery of Tendered 2008 Series A Bonds.

(i) Notice. The Remarketing Agent shall give notice by telephone (promptly confirmed in writing), telegram, telecopy, telex or other similar communication to the Trustee of the principal amount of tendered 2008 Series A Bonds which were remarketed. Such notice shall be given at the following time: (i) at or before 11:30 a.m. New York City time, on the purchase date in the case of tendered 2008 Series A Bonds bearing interest at Daily Rates; and (ii) for 2008 Series A Bonds bearing interest at Weekly Rates at or before 3:00 p.m., New York City time, on the Business Day immediately preceding the date fixed for purchase. Promptly upon receipt of any notice described in the immediately preceding sentence, the Trustee shall use its best efforts to notify the Liquidity Facility Provider by telephone (promptly confirmed in writing) of the principal amount of tendered 2008 Series A Bonds which it has been advised by the Remarketing Agent were not remarketed. Except with respect to 2008 Series A Bonds bearing interest at Daily Rates, at or before 3:00 p.m., New York City time, on the Business Day prior to the purchase date to the extent known to the Remarketing Agent, but in any event no later than 11:45 a.m., New York City time, on the date fixed for purchase, the Remarketing Agent shall give notice to the Trustee by telephone (promptly confirmed in writing) of the names, addresses and taxpayer identification numbers of the purchasers, the denominations of 2008 Series A Bonds to be delivered to each purchaser and, if available, payment instructions for regularly scheduled interest payments, or of any changes in any such information previously communicated.

(ii) Sources of Payments. The Remarketing Agent shall cause to be paid to the Trustee on the date fixed for purchase of tendered 2008 Series A Bonds, all amounts representing proceeds of the remarketing of such 2008 Series A Bonds, such payments to be made in the manner and at the time specified in subsection 401(d) above. If such amounts are not sufficient to

pay the purchase price of tendered 2008 Series A Bonds, the Trustee shall thereupon draw upon the Liquidity Facility in an amount and in sufficient time to deliver or cause to be delivered (A) immediately available funds in an amount equal to such deficiency prior to 3:00 p.m., New York time, on the date set for purchase of tendered 2008 Series A Bonds bearing interest at Daily Rates, and (B) immediately available funds in an amount equal to such deficiency prior to 3:00 p.m. New York City time, on the date set for purchase of tendered 2008 Series A Bonds bearing interest at Weekly Rates. If the proceeds of a draw on the Liquidity Facility are not available, such deficiency may be funded by moneys furnished by the Authority to the Trustee. All moneys received by the Trustee and described in (A), (B) and (C) of subparagraph (iii) below shall be deposited by the Trustee in the Purchase Fund to be used solely for the payment of the purchase price of tendered 2008 Series A Bonds and shall not be deposited in the General Receipts Fund, shall not be invested and shall not be commingled with other funds held by the Trustee, and each category of such moneys shall be deposited in a separate and segregated account within the Purchase Fund not commingled one with another.

(iii) Payments by the Trustee. At or before 3:30 p.m., New York City time, on the date set for purchase of tendered 2008 Series A Bonds and upon receipt by the Trustee of 100% of the aggregate purchase price of the tendered 2008 Series A Bonds, the Trustee shall pay the purchase price of such 2008 Series A Bonds to the Holders thereof who have tendered their 2008 Series A Bonds for payment. Such payments shall be made in immediately available funds. The Trustee shall apply in order of priority (A) moneys paid to it by the Remarketing Agent as proceeds of the remarketing of such 2008 Series A Bonds by the Remarketing Agent, (B) moneys representing proceeds of a drawing by the Trustee under the Liquidity Facility to pay the purchase price of tendered 2008 Series A Bonds, and (C) other moneys furnished by the Authority. If sufficient funds are not available for the purchase of all tendered 2008 Series A Bonds, no purchases shall be consummated, all as further set forth in Section 405 hereof. Any funds remaining in the Purchase Fund after giving effect to this Section 401(e)(iii) shall be applied as provided in Section 602(b).

(iv) Registration and Delivery of Tendered or Purchased 2008 Series A Bonds. On the date of purchase, the Trustee shall register and deliver or cancel, as set forth in (C) below, all 2008 Series A Bonds purchased on any purchase date as follows: (A) 2008 Series A Bonds purchased or remarketed by the Remarketing Agent shall be registered and made available to the Remarketing Agent in accordance with the instructions of the Remarketing Agent; (B) 2008 Series A Bonds purchased with moneys representing proceeds of a drawing by the Trustee under the Liquidity Facility shall be registered in the name of the Liquidity Facility Provider and held by the Trustee for the account of the Liquidity Facility Provider or at the direction of the Liquidity Facility Provider, delivered to the Liquidity Facility Provider; provided, however, such 2008 Series A Bonds need not be delivered to the Trustee and registered in the name of the Liquidity Facility Provider if (1) DTC or its nominee, Cede & Co., is the registered owner of all the 2008 Series A Bonds and (2) the Liquidity Facility Provider's or the Liquidity Facility Provider's nominee's beneficial ownership of such 2008 Series A Bonds is appropriately recorded by DTC on its books; and (C) 2008 Series A Bonds purchased with moneys furnished to the Trustee by the Authority, shall, at the direction of the Authority, either be cancelled or delivered to the Authority. Any 2008 Series A Bonds held by or for the account of the Authority are not entitled to the benefit of the Liquidity Facility.

(v) Resale of 2008 Series A Bonds Purchased by Draws on the Liquidity Facility. Subject to and in accordance with the provisions of the Remarketing Agreement, unless otherwise directed by the Liquidity Facility Provider in accordance with the Liquidity Facility, the Remarketing Agent shall use its best efforts to find purchasers for Bank Bonds purchased with funds drawn under the Liquidity Facility. If any Bank Bonds are subsequently remarketed, the Trustee shall register such 2008 Series A Bonds in such names and deliver them to such new Holders as shall have been specified to the Trustee by the Remarketing Agent or the Liquidity Facility Provider; provided, however, that no Bank Bonds will be delivered to the purchaser thereof until the Liquidity Facility Provider has notified the Trustee in writing that the amount available under the Liquidity Facility has been reinstated in an amount equal to the unreimbursed amount of the drawing on the Liquidity Facility, the proceeds of which were used to purchase such Bank Bonds. The proceeds received by the Trustee from the remarketing of Bank Bonds shall be paid by the Trustee to the Liquidity Facility Provider. The Trustee is authorized to release Bank Bonds when it has received (A) remarketing proceeds in an amount equal to the unreimbursed amount of the drawing on the Liquidity Facility plus any accrued interest thereon at the Bank Rate, the proceeds of which were used to purchase such Bank Bonds, and (B) written notification from the Liquidity Facility Provider that the Liquidity Facility has been reinstated in an amount equal to the amount of the drawing on the Liquidity Facility, the proceeds of which were used to purchase such Bank Bonds.

(vi) Delivery of 2008 Series A Bonds; Effect of Failure to Surrender 2008 Series A Bonds. All 2008 Series A Bonds to be purchased on any date shall be required to be delivered to the corporate trust office of the Trustee in St. Paul, Minnesota or at such other office of the Trustee designated in a written notice given by the Trustee to the Holders of the 2008 Series A Bonds at or before 12:00 noon, New York City time, on the purchase date in the case of 2008 Series A Bonds bearing interest at Daily or Weekly Rates. If the Holder of any 2008 Series A Bond (or portion thereof) that is subject to purchase pursuant to this Section fails to deliver such 2008 Series A Bond to the Trustee for purchase on the purchase date, and if the Trustee is in receipt of the purchase price therefor, such 2008 Series A Bond (or portion thereof) shall nevertheless be deemed purchased on the day fixed for purchase thereof and ownership of such 2008 Series A Bond (or portion thereof) shall be transferred to the purchaser thereof as provided in subsection (e)(iv) above. Any Holder who fails to deliver such 2008 Series A Bond for purchase shall have no further rights thereunder except the right to receive the purchase price thereof, and interest accrued to the purchase date, upon presentation and surrender of said 2008 Series A Bond to the Trustee.

402. Tender During Flexible Rate Periods.

(a) Purchase Dates. Each 2008 Series A Bond bearing interest at a Flexible Rate shall be subject to mandatory tender for purchase on the last day of each Flexible Rate Period applicable to such 2008 Series A Bond at a purchase price equal to 100% of the principal amount thereof. Payment shall be made upon presentation of such 2008 Series A Bond by the Holder to the Trustee at or before 12:00 noon, New York City time, on the last day of the Flexible Rate Period in exchange for payment of the purchase price equal to 100% of the principal thereof and payment of accrued interest, both in immediately available funds by 2:00 p.m. of the same Business Day. Each subsequent Flexible Rate Period and mandatory tender date for a 2008 Series A Bond shall

be established on the date of purchase of such 2008 Series A Bond as hereinafter provided. The Holder of any 2008 Series A Bond bearing interest at a Flexible Rate and tendered for purchase as provided in this Section 402(a) shall provide the Trustee with payment instructions for the purchase price of its 2008 Series A Bond and accrued interest upon tender thereof to the Trustee. During the Flexible Rate Period, the 2008 Series A Bonds are not subject to tender at the option of the Holder.

(b) Remarketing of Tendered Flexible Rate Bonds. Subject to and in accordance with the provisions of the Remarketing Agreement, not later than 11:30 a.m., New York City time, on each purchase date, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all 2008 Series A Bonds bearing interest at Flexible Rates required to be purchased on such date. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price of tendered 2008 Series A Bonds by the Remarketing Agent to the Trustee in immediately available funds at or before 12:00 p.m., New York City time, on the purchase date. In remarketing the 2008 Series A Bonds, the Remarketing Agent shall offer and accept purchase commitments for the 2008 Series A Bonds for such Flexible Rate Periods and at such Flexible Rates as it deems to be advisable in order to minimize the net interest cost on the 2008 Series A Bonds taking into account prevailing market conditions; provided, however, that the foregoing shall not prohibit the Remarketing Agent from accepting purchase commitments for longer Flexible Rate Periods (and at higher Flexible Rates) than are otherwise available at the time of any remarketing if the Remarketing Agent determines that, taking into account prevailing market conditions, a lower net interest cost on the 2008 Series A Bonds can be achieved over the longer Flexible Rate Period. Notwithstanding the foregoing, a Flexible Rate Period may be established for any period up to 1,092 days, provided that, if the Remarketing Agent has given or received notice of any Conversion to a Variable, Auction or Fixed Rate Period, no Flexible Rate Period shall expire later than the Conversion Date, and if the Liquidity Facility is in effect, no Flexible Rate Period shall expire later than the fifth (5th) Business Day prior to the expiration date of the Liquidity Facility unless the Liquidity Facility is being replaced by an Alternate Liquidity Facility under circumstances not requiring a mandatory tender for purchase pursuant to Section 404 hereof. The terms of any sale by the Remarketing Agent shall provide for the authorization of the payment of the purchase price by the Remarketing Agent to the Trustee in immediately available funds in exchange for 2008 Series A Bonds registered in the name of the new Holder delivered by the Trustee to the Remarketing Agent at or before 1:30 p.m., New York City time, on the purchase date, either by making such 2008 Series A Bonds available to be picked up by the Remarketing Agent at the Trustee's window or by delivery to the Remarketing Agent at an address furnished to the Trustee by the Remarketing Agent, at the option of the Remarketing Agent. Such payment by the Remarketing Agent pursuant to authorization shall be made no later than 2:00 p.m., New York City time, on such date.

(c) Purchase and Delivery of Tendered Flexible Rate Bonds. The provisions of Section 401(e) shall apply to tenders pursuant to this Section 402, provided that for the purpose of so applying such provisions:

(i) the notices required pursuant to Section 401(e)(i) shall be given on the date of purchase at or before (A) 11:30 a.m., New York City time, in the case of the notice from the Remarketing Agent as to the principal amount of 2008 Series A Bonds remarketed for which they

will transfer funds to the Trustee, provided that such notice shall be given only in the event that the Remarketing Agent has failed to remarket 2008 Series A Bonds and shall specify the principal amount of 2008 Series A Bonds which the Remarketing Agent has failed to remarket (and in the absence of such notice the Trustee may conclusively assume that the Remarketing Agent has remarketed all 2008 Series A Bonds to be purchased on such date and will transfer such remarketing proceeds to the Trustee) and the Trustee shall use its best efforts to promptly notify the Liquidity Facility Provider by telephone (promptly confirmed in writing) of the principal amount of Bonds which it has been advised the Remarketing Agent has failed to remarket, and (B) 12:00 p.m., New York City time, in the case of the notice from the Remarketing Agent providing information concerning the purchasers of the 2008 Series A Bonds;

(ii) the manner and time of payment of remarketing proceeds shall be as specified in subsection 402(b) above;

(iii) all payments to tendering Holders shall be paid in immediately available funds at or before 2:00 p.m. New York City time, on the purchase date (but only upon presentation of such 2008 Series A Bond or Bonds);

(iv) the deliveries of 2008 Series A Bonds under Section 402(a) shall be required to be made at or before 12:00 noon, New York City time, on each purchase date; and

(v) if the Holder of any 2008 Series A Bond bearing interest at a Flexible Rate fails to deliver such 2008 Series A Bond to the Trustee for purchase on the last day of the Flexible Rate Period, and if the Trustee is in receipt of the purchase price therefor, such 2008 Series A Bond shall nevertheless be deemed purchased on the day fixed for purchase thereof and ownership of such 2008 Series A Bond shall be transferred to the purchaser thereof as provided herein, and such former Holder shall have no further rights thereunder except the right to receive the purchase price thereof and accrued interest thereon to the last day of such Flexible Rate Period upon presentation and surrender of said 2008 Series A Bond to the Trustee.

403. Mandatory Tender Upon Variable or Flexible Rate Conversion.

(a) Conversions to Variable Rate Periods. On any Variable Rate Conversion Date pursuant to Section 302(d) or 302(e) hereof, 2008 Series A Bonds to be Converted from Flexible Rate Periods to a Variable Rate Period or from any Variable Rate Period to a different type of Variable Rate Period (other than 2008 Series A Bonds to be Converted to a Weekly Rate pursuant to Section 301 or 302(a)(ii) hereof) are subject to mandatory tender for purchase on the Conversion Date at a purchase price equal to the principal amount thereof plus, if the applicable purchase date is other than an Interest Payment Date for such 2008 Series A Bonds, any accrued interest thereon to the purchase date.

(b) Conversion to Flexible Rate Periods. On any Flexible Rate Conversion Date pursuant to Section 303(b) hereof, the 2008 Series A Bonds are subject to mandatory tender for purchase on the applicable Conversion Date at a purchase price equal to the principal amount thereof plus, if the applicable purchase date is other than an Interest Payment Date for such 2008 Series A Bonds, any accrued interest thereon to the purchase date.

(c) Notice to Holders. Any notice of a Conversion Date given to Holders pursuant to Section 302(d)(v), 302(e)(ii) or 303(b)(iv) hereof shall, in addition to the requirements of such Section, state (i) whether the 2008 Series A Bonds to be Converted will be subject to mandatory tender for purchase on the Conversion Date, (ii) if the 2008 Series A Bonds are subject to such mandatory tender, the time at which 2008 Series A Bonds are to be tendered for purchase and the requirements of such tender, and (iii) if the 2008 Series A Bonds are subject to such mandatory tender, the purchase price for the 2008 Series A Bonds.

(d) Remarketing. Subject to and in accordance with the provisions of the Remarketing Agreement, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for such 2008 Series A Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price of tendered 2008 Series A Bonds by the Remarketing Agent to the Trustee in immediately available funds, at or before 1:00 p.m., New York City time, on the Conversion Date.

(e) Purchase and Delivery of Tendered 2008 Series A Bonds. The provisions of Section 401(e) hereof shall apply to tenders pursuant to this Section 403 with respect to 2008 Series A Bonds bearing interest at Variable Rates; provided, however, that for the purpose of applying such provisions:

(i) the notices required pursuant to Section 401(e)(i) shall be given as therein described;

(ii) the manner and time of payment of remarketing proceeds referred to in Section 401(e) (ii) shall be as specified in subsection (d) above;

(iii) all payments to tendering Holders referred to in Section 401(e) (iii) shall be made in immediately available funds; and

(iv) the deliveries of 2008 Series A Bonds under Section 401(e) (vi) shall be required to be made at or before 12:00 noon, New York City time, on the Conversion Date.

The provisions of Section 402(c) hereof shall apply to tenders pursuant to this Section 403 with respect to 2008 Series A Bonds bearing interest at Flexible Rates.

404. Mandatory Tender Upon Termination, Cancellation, Replacement or Expiration of Liquidity Facility or Credit Facility, Mandatory Credit/Liquidity Tender or Mandatory Tender Upon Fixed Rate Conversion and Auction Rate Conversion.

(a) Mandatory Tender for Purchase upon Termination, Cancellation, Replacement or Expiration of Liquidity Facility or Credit Facility; Mandatory Credit/Liquidity Tender. If at any time 2008 Series A Bonds shall cease to be subject to purchase pursuant to the Liquidity Facility or the Credit Facility then in effect as a result of (i) the termination, cancellation, replacement or expiration of the term, as extended, of that Liquidity Facility or Credit Facility, including but not limited to termination at the option of the Authority in accordance with the terms of such Liquidity Facility or Credit Facility, or (ii) the occurrence of a Mandatory Credit/Liquidity Tender, then the

2008 Series A Bonds shall be purchased or deemed purchased at a purchase price equal to the principal amount thereof plus, if the applicable Purchase Date is other than an Interest Payment Date for such 2008 Series A Bonds, any accrued interest thereon to the Purchase Date. Any purchase of the Bonds pursuant to this Section 404(a) shall occur: (1) on the fifth Business Day preceding any such expiration or termination of such Liquidity Facility or Credit Facility without replacement by an Alternate Liquidity Facility or an Alternate Credit Facility or as a result of a Mandatory Credit/Liquidity Tender, and (2) on the proposed date of the replacement of a Liquidity Facility or a Credit Facility with an Alternate Liquidity Facility or Alternate Credit Facility, respectively, is to become effective. In the case of any replacement of an existing Liquidity Facility or Credit Facility, the existing Liquidity Facility or Credit Facility will be drawn upon to pay the purchase price, if necessary, rather than the Alternate Liquidity Facility or the Alternate Credit Facility. No mandatory tender pursuant to this Section 404(a) will be effected upon the replacement of a Liquidity Facility or a Credit Facility in the case where the Liquidity Facility Provider or the Credit Provider is failing to honor conforming draws. The assignment of any Liquidity Facility to a Liquidity Facility Provider which relieves the prior Liquidity Facility Provider of its obligation to purchase Bonds shall be considered a replacement for the purposes of this Section 404(a).

(b) Mandatory Tender on Fixed Rate Conversion Date or Auction Rate Conversion Date. Any Variable Rate Bonds or Flexible Rate Bonds to be Converted to bear interest at the Fixed Rate or the Auction Rate pursuant to Section 304 or 305 hereof, as applicable, shall be subject to mandatory tender for purchase on the Fixed Rate Conversion Date or Auction Rate Conversion Date at a purchase price equal to the principal amount thereof plus any accrued interest thereon to the purchase date.

(c) [Reserved].

(d) Notice to Holders. Any notice of Conversion given to the Holders pursuant to Sections 304(b)(ii) or 305(a)(ii) hereof shall, in addition to the requirements of such Section, state that the 2008 Series A Bonds are subject to mandatory tender for purchase on the Fixed Rate Conversion Date or Auction Rate Conversion Date, specify the purchase price to be paid therefor upon such mandatory tender, and state that if such 2008 Series A Bonds are Liquidity Facility Bonds, the Liquidity Facility shall terminate on the fifth (5th) Business Day following the Fixed Rate Conversion Date or Auction Rate Conversion Date with respect to the 2008 Series A Bonds being Converted. Promptly upon the receipt of notice of a proposed Mandatory Credit/Liquidity Tender from the Liquidity Facility Provider, but in no event more than three (3) Business Days after receipt, the Trustee shall give notice to the Credit Provider and the Holders of all Liquidity Facility Bonds of the proposed Mandatory Credit/Liquidity Tender. Additionally, the Trustee shall give notice by first class mail to the Holders of such Liquidity Facility Bonds of the termination, cancellation, replacement or expiration of a Liquidity Facility or a Credit Facility at least fifteen (15) days prior to such termination, cancellation, replacement or expiration, stating as follows: (i) the effective date of such termination, cancellation, replacement or expiration and (ii) that the 2008 Series A Bonds are subject to mandatory tender pursuant to Section 404(a) and the date for such mandatory tender. Any notice with respect to the delivery of an Alternate Liquidity Facility given to the Holders pursuant to Section 802 hereof, shall in addition to the requirements of such Section, state that the 2008 Series A Bonds bearing interest at a Variable Rate or Flexible Rate are subject

to mandatory tender for purchase on the Business Day upon which an Alternate Liquidity Facility is to be substituted for the Liquidity Facility then in effect.

(e) Remarketing. Subject to and in accordance with the provisions of the Remarketing Agreement, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for the 2008 Series A Bonds. With respect to 2008 Series A Bonds tendered for purchase on the Fixed Rate Conversion Date or Auction Rate Conversion Date, in no event shall the Remarketing Agent sell any such 2008 Series A Bond to any person unless the Remarketing Agent has advised such Person of the fact that, after the Fixed Rate Conversion Date or Auction Rate Conversion Date, the 2008 Series A Bonds will no longer be subject to tender at the option of the Holder. With respect to 2008 Series A Bonds tendered for purchase on the mandatory tender date established pursuant to Section 404(a) hereof, in no event shall the Remarketing Agent sell any such 2008 Series A Bond to any person unless the Remarketing Agent has advised such person of the change in the Liquidity Facility available for the 2008 Series A Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price to the Trustee of the tendered 2008 Series A Bonds in immediately available funds, at or before 1:00 p.m., New York City time, on the mandatory tender date.

(f) Purchase and Delivery of Tendered 2008 Series A Bonds. The provisions of Section 401(e) shall apply to mandatory tenders pursuant to this Section 404; provided, however, that for the purpose of so applying such provisions:

(i) the notices required pursuant to Section 401(e)(i) shall be given as therein described;

(ii) the manner and time of payment of remarketing proceeds referred to in Section 401(e) (ii) shall be as specified in subsection 404(e) above; and

(iii) the deliveries of 2008 Series A Bonds under Section 401(e)(vi) shall be required to be made at or before 12:00 noon, New York City time, on the Conversion Date or the mandatory tender date established under Section 404(a) hereof, as the case may be.

The provisions of Section 402(c) shall apply to tenders pursuant to this Section 404 with respect to 2008 Series A Bonds bearing interest at Flexible Rates.

405. Inadequate Funds for Tenders. If the funds available for purchases of 2008 Series A Bonds pursuant to this Article IV are inadequate for the purchase of all 2008 Series A Bonds tendered on any purchase date, the Trustee shall: (a) return all tendered 2008 Series A Bonds to the Holders thereof; (b) return all moneys received for the purchase of such 2008 Series A Bonds to the persons providing such moneys; and (c) in the case of any optional tender pursuant to Section 401, take such action as may be necessary to arrange for the purchase and delivery of such tendered 2008 Series A Bonds on each succeeding Business Day until the Business Day on which funds available for purchase of 2008 Series A Bonds are adequate for the purchase of all 2008 Series A Bonds tendered on the applicable purchase date in accordance with the terms and conditions of this Article IV (in reliance on earlier delivered notices, directions and confirmations). Any subsequent Business Day on which tendered 2008 Series A Bonds are purchased and

delivered in accordance with (c) above shall be a purchase date for purposes of this Article IV. Any 2008 Series A Bonds returned to the Holders, as provided above, shall bear interest at a rate equal to the Weekly Rate until purchased and delivered in accordance with (c) above.

406. Tenders by Investment Companies. The Holder of any 2008 Series A Bond issued hereunder may, at its option, notify the Trustee in writing that it is an Investment Company, or is holding 2008 Series A Bonds on behalf of an Investment Company, and in such notice irrevocably elect to offer on the purchase date to have its 2008 Series A Bonds purchased on the next date on which such 2008 Series A Bonds may be purchased pursuant to Section 401 hereof. Any such notice shall contain the information required under Section 401(b) hereof. Any notice delivered by an Investment Company with respect to its 2008 Series A Bonds shall be irrevocable with the same effect described in Section 401(b) (iii).

407. Tenders Subject to Authorized Denominations. Any other provision of this 2008 Series A Resolution to the contrary notwithstanding, no tender of any 2008 Series A Bond (or portion thereof) for purchase hereunder may result in a 2008 Series A Bond being outstanding in other than an Authorized Denomination after the date to which such tender pertains.

408. Moneys for Purchase Prices of 2008 Series A Bonds Held Solely for Such Purchase Price. Any other provision of this 2008 Series A Resolution to the contrary notwithstanding, all moneys received by the Trustee to be used to pay the purchase price of 2008 Series A Bonds tendered or deemed tendered under this Article IV shall be deposited by the Trustee in the Purchase Fund to be used solely for the payment of the purchase price of tendered 2008 Series A Bonds and shall not be invested or commingled with other funds held by the Trustee and shall not be deposited in the General Receipts Fund.

409. No Optional Tenders on Mandatory Tender Dates. Any other provision of this 2008 Series A Resolution to the contrary notwithstanding, 2008 Series A Bonds which are subject to mandatory tender for purchase pursuant to Section 403 or 404 hereof shall not be subject to optional tender for purchase pursuant to Section 401 hereof.

410. Remarketing of Tendered 2008 Series A Bonds At Par. Any other provision of this 2008 Series A Resolution to the contrary notwithstanding, all 2008 Series A Bonds tendered for purchase pursuant to Section 401, 402, 403 or 404 hereof may only be offered and sold by the Remarketing Agent at a price equal to the principal amount thereof plus accrued interest, if any, thereon.

411. Selection by Lot. Except as otherwise provided in Section 302(d) or (e), 303, 305 or 505 hereof, if less than all of the 2008 Series A Bonds of any one maturity are to be purchased or Converted pursuant to this 2008 Series A Resolution, the particular 2008 Series A Bonds to be tendered for purchase or Converted shall be selected by the Trustee by such method as the Trustee deems fair and appropriate for such partial tender or Conversion, including but not limited to the following method. The Trustee may assign to each 2008 Series A Bond Outstanding of the maturity to be purchased or Converted a distinctive number for each unit of the principal amount of such 2008 Series A Bond equal to the applicable Authorized Denomination of the 2008 Series A Bonds and shall select, using such method of selection as the Trustee shall deem fair and

appropriate in its discretion, from the numbers of all such 2008 Series A Bonds then Outstanding as many numbers as, at the unit amount equal to the 2008 Series A Bonds for each number, shall equal the principal amount of such 2008 Series A Bonds to be purchased or Converted. The 2008 Series A Bonds to be purchased or Converted shall be the 2008 Series A Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such 2008 Series A Bond shall be purchased or Converted as shall equal the Authorized Denomination unit for which each number had been assigned to it and so selected. Unless the Authority shall have given direction to the contrary, if at the time of selection of 2008 Series A Bonds for purchase or Conversion there is more than one Rate Period applicable to such 2008 Series A Bonds, such 2008 Series A Bonds shall be selected, using the foregoing procedures, on a reasonably proportionate basis from 2008 Series A Bonds in all then applicable Rate Periods. For the purposes of this Section 411, 2008 Series A Bonds which have theretofore been selected by lot for purchase or Conversion and 2008 Series A Bonds registered in the name of the Authority shall not be deemed Outstanding.

ARTICLE V
REDEMPTION OF 2008 SERIES A BONDS

501. Redemption Requirements. The 2008 Series A Bonds shall be subject to mandatory redemption (solely with Available Moneys if a Credit Facility is in effect) in part on April 1 and October 1 (provided, however, that if any 2008 Series A Bonds bear interest at an Auction Rate and such April 1 or October 1 is not an Interest Payment Date, such Bonds shall be subject to mandatory redemption on the Interest Payment Date immediately preceding such April 1 or October 1 and provided, further, that if any 2008 Series A Bonds bear interest at a Flexible Rate and such April 1 or October 1 is not an Interest Payment Date, such Bonds shall be subject to mandatory redemption on the Interest Payment Date immediately following such April 1 or October 1) at a Redemption Price equal to the principal amount thereof, plus accrued interest to the date of redemption, in such years and such amounts as shall be approved by an Authorized Representative, which approval shall be evidenced by the Redemption Requirements set forth in the Purchase Contract executed by the Authority (subject to reduction as provided in the General Resolution and to adjustments, if any, set forth, in the Purchase Contract). No notice of optional redemption shall be given by the Trustee for 2008 Series A Bonds unless at the time of the giving of such notice there are sufficient funds on deposit in the General Receipts Fund to pay the Redemption Price of such 2008 Series A Bonds. Such funds shall be held uninvested or invested only in Permitted Investments which are rated at least the then existing rating on the 2008 Series A Bonds and which mature at or prior to the applicable redemption date. Except as otherwise provided in the Purchase Contract, if 2008 Series A Bonds are in more than one Rate Period on the date that the 2008 Series A Bonds are subject to a Redemption Requirement, the Trustee shall select the 2008 Series A Bonds for such redemption on a pro rata basis for each Rate Period subject to appropriate adjustments for Authorized Denominations.

502. Optional Redemption. The 2008 Series A Bonds shall be subject to redemption (solely with Available Moneys if a Credit Facility is in effect) following the expiration of the Initial Period at the option of the Authority from any moneys available therefor in whole or in part, as follows:

(a) 2008 Series A Bonds which bear interest during an Auction Rate Period shall be subject to redemption prior to maturity at the option of the Authority on any Interest Payment Date at the principal amount thereof, plus accrued interest to the redemption date, in whole or in part, from any source of funds available to the Authority at a redemption price equal to the principal amount thereof, plus interest accrued and unpaid thereon to the redemption date.

(b) 2008 Series A Bonds which bear interest at Daily Rates or Weekly Rates may be called for redemption prior to maturity, at any time, in whole or in part, on any Business Day at a redemption price equal to the principal amount thereof, plus interest accrued and unpaid thereon to the redemption date.

(c) 2008 Series A Bonds which bear interest at Flexible Rates are subject to redemption by the Authority, in whole or in part, on the last day of the applicable Rate Period at a redemption price equal to the principal amount thereof plus any accrued interest thereon to the redemption date.

(d) 2008 Series A Bonds which bear interest at a Fixed Rate shall be subject to redemption prior to maturity at the option of the Authority on any date following the tenth anniversary of the Conversion Date relating to such 2008 Series A Bonds at a redemption price equal to 100% of the principal amount of such 2008 Series A Bonds to be redeemed, plus accrued interest to the redemption date, in whole or in part, from any source of funds available to the Authority.

No notice of any optional redemption shall be given by the Trustee for any Bond unless at the time of the giving of such notice there are sufficient funds on deposit in the General Receipts Fund to pay the Redemption Price of such Bond.

The 2008 Series A Bonds to be redeemed pursuant to this Section 502 shall be selected from the eligible outstanding maturities of 2008 Series A Bonds on such basis as shall be determined by the Authority, subject to Section 505 hereof.

503. Special Redemption. The 2008 Series A Bonds are redeemable (solely with Available Moneys if a Credit Facility is in effect), at the option of the Authority, at the principal amount thereof plus accrued interest to the redemption date at any time, in whole or in part, to the extent of Recovery Payments, Mortgage Prepayments, unexpended 2008 Series A Bond proceeds and moneys available therefor pursuant to Section 603(5) of the General Resolution. No notice of any special redemption shall be given by the Trustee for 2008 Series A Bonds unless at the time of the giving of such notice there are sufficient funds on deposit with the Trustee to pay the Redemption Price of such 2008 Series A Bonds. The 2008 Series A Bonds to be redeemed pursuant to this section shall be selected from the outstanding 2008 Series A Bonds on such basis as shall be determined by the Authority, subject to Section 505 hereof.

504. Mandatory Redemption of Bank Bonds. Bank Bonds shall be subject to mandatory redemption in such principal amounts and on such dates determined as provided in the Liquidity Facility. The Authority shall be obligated to pay such amounts on such dates notwithstanding its inability to deliver a Cash Flow Statement as required by Section 914 of the

General Resolution; provided, however, that the payment of such amounts shall be from sources other than the Pledged Funds.

505. Selection of 2008 Series A Bonds for Redemption. Notwithstanding any provisions of this 2008 Series A Resolution to the contrary, the Bank Bonds shall always be subject to redemption and shall be selected first for any redemption by the Trustee.

ARTICLE VI
REQUIREMENTS IN FUNDS; ESTABLISHMENT AND USE OF PURCHASE FUND; CREDIT FACILITY

601. Deposit of 2008 Series A Bond Proceeds.

(a) The proceeds of the 2008 Series A Bonds shall be deposited into the Bond Proceeds Fund and shall be invested by the Trustee pursuant to written instructions (or oral instructions promptly confirmed in writing) from the Authority only in Permitted Investments.

(b) Promptly after deposit of the proceeds of sale of the 2008 Series A Bonds in the Bond Proceeds Fund, the Trustee shall transfer for deposit in the Capital Reserve Fund an amount from available funds which, when added to the amount then on deposit in or credited thereto, shall constitute an amount at least equal to the Capital Reserve Fund Requirement; provided, however, that the Authority may, in lieu of or in replacement of or in addition to the deposits to the Capital Reserve Fund, obtain and pledge to the Capital Reserve Fund a Letter of Credit, Security Arrangement and/or Surety Bond, which Letter of Credit shall be exclusively available to be drawn on and which Security Arrangement or Surety Bond shall unconditionally and irrevocably guarantee payment for the purposes of the Capital Reserve Fund. Any moneys so replaced by a Letter of Credit, Security Arrangement or Surety Bond shall be withdrawn by the Trustee and paid to the Bond Proceeds Fund. The amount of moneys on deposit in the Capital Reserve Fund, or the amount of a Letter or Letters of Credit pledged to and exclusively available to be drawn on or a Security Arrangement or Arrangements or Surety Bond or Bonds pledged to unconditionally and irrevocably guarantee payment for the purposes of the Capital Reserve Fund which, when combined with any moneys on deposit therein, and any other Letters of Credit, Security Arrangements or Surety Bonds pledged thereto and exclusively available to be drawn on or which shall unconditionally and irrevocably guarantee payment for the purposes thereof, shall equal the Capital Reserve Fund Requirement.

If at any time the Trustee is required by Section 604(2) of the General Resolution to transfer moneys from the Capital Reserve Fund to the General Receipts Fund, the Trustee shall make up such a deficiency by the withdrawal of moneys for that purpose from the Capital Reserve Fund in the following order of priority: first, by the withdrawal of funds on deposit in the Capital Reserve Fund; second, if the funds on deposit in the Capital Reserve Fund are not sufficient to make up such deficiency, then by payment from Cash Equivalents pledged to the Capital Reserve Fund as provided below; and third, if that amount shall be insufficient, to the extent of the insufficiency by requisition from the Capital Reserve Capital Account. The Trustee shall draw upon each Cash Equivalent in the following order of priority: (1) upon each Cash Equivalent that only permits

draws for the amount due with respect to particular Bonds, and (2) all other Cash Equivalents and deposit such proceeds in the General Receipts Fund; provided, however, that notwithstanding the foregoing, the maximum amount of any payment from any Cash Equivalent described in clause (2) of this sentence shall be the product of (x) the aggregate amount of the payment pursuant to such clause second above, less the amount drawn pursuant to clause (1) of this sentence, and (y) the fraction, the numerator of which is the remaining amount available to be drawn under the Cash Equivalent, and the denominator of which is the aggregate amount of the Cash Equivalents which do not represent (i) Cash Equivalents substituted for funds on deposit in the Capital Reserve Fund at the time the Cash Equivalent is issued, or (ii) Cash Equivalents described in clause (1) of this sentence.

For purposes of calculating the Capital Reserve Fund Requirement for the 2008 Series A Bonds the Authority shall reduce the amount of principal maturity of the 2008 Series A Bonds maturing on the last maturity date by an amount no greater than the lesser of (i) the moneys or securities in the Capital Reserve Fund as of the date of calculation or (ii) the principal amount to be paid on the last maturity date of the 2008 Series A Bonds.

(c) All moneys representing accrued interest on the 2008 Series A Bonds, if any, shall be deposited to the credit of the General Receipts Fund (to be applied to the payment of interest on the 2008 Series A Bonds on the first Interest Payment Date following the Closing Date).

(d) The Authority shall pay the Costs of Issuance of the 2008 Series A Bonds from its Operating Fund.

602. Purchase Fund. (a) There is hereby created and established for the 2008 Series A Bonds a Purchase Fund to be held by the Trustee. The Purchase Fund and the moneys on deposit therein, if any, shall not be deemed to be Pledged Funds for purposes of the General Resolution and shall not be subject to the lien of the Trustee set forth in Section 804 of the General Resolution. Upon receipt of the proceeds of a remarketing or an advance under the Liquidity Facility to pay the purchase price of 2008 Series A Bonds during a Variable Rate Period or a Flexible Rate Period, if such remarketing proceeds are insufficient for the payment of the purchase price, the Trustee shall deposit such money in the Purchase Fund for application to the purchase price of 2008 Series A Bonds upon receipt of such 2008 Series A Bonds.

(b) On or after any purchase date, any funds remaining in the Purchase Fund after payment in full of the purchase price on all optionally or mandatorily tendered 2008 Series A Bonds on such date shall be transferred to the Liquidity Facility Provider, but not in excess of the amount necessary to reimburse the Liquidity Facility Provider for the portion, if any, of the advance under the Liquidity Facility with respect to the purchase price of such 2008 Series A Bonds during a Variable Rate Period or a Flexible Rate Period on such date, and any excess after all such payments have been made shall be paid to the Authority.

(c) Amounts held by the Trustee to pay the purchase price of 2008 Series A Bonds shall be held for the account of the previous Holder of the remarketed 2008 Series A Bonds, including the Liquidity Facility Provider if such 2008 Series A Bonds are Bank Bonds that are remarketed. Such amounts shall not be invested and shall not be commingled with other funds held by the Trustee.

603. Credit Facility; Credit Facility Fund. (a) The Trustee shall hold and maintain the Credit Facility (if any) for the benefit of the Holders until such Credit Facility expires or terminates in accordance with its terms. Subject to the provisions of this Resolution, the Trustee shall enforce all terms, covenants and conditions of each Credit Facility, including payment when due of any draws on such Credit Facility, and the provisions relating to the payment of draws on, and reinstatement of amounts that may be drawn under, such Credit Facility, and will not consent to, agree to or permit any amendment or modification of such Credit Facility which would materially adversely affect the rights or security of the Holders. If at any time during the term of a Credit Facility any successor Trustee shall be appointed and qualified under this Resolution, the resigning or removed Trustee shall request that the Credit Provider transfer such Credit Facility to the successor Trustee. If the resigning or removed Trustee fails to make this request, the successor Trustee shall do so before accepting appointment. When a Credit Facility expires or terminates in accordance with its terms or is replaced by an Alternate Credit Facility, the Trustee shall immediately cancel and surrender such Credit Facility to the Credit Provider. All provisions herein relating to the rights of the Credit Provider shall be of no force and effect if (i) there is no Credit Facility or Alternate Credit Facility in effect, (ii) all amounts owing to the Credit Provider under the Reimbursement Agreement have been paid in full, and (iii) if the Credit Provider and the Liquidity Facility Provider are the same entity, there are no Bank Bonds outstanding and all amounts owing to the Liquidity Facility Provider have been paid in full.

(b) While a Credit Facility is in effect with respect to any 2008 Series A Bonds, the Trustee shall, on the Business Day preceding each Interest Payment Date and Principal Payment Date, before 3:00 p.m., New York City time on such day, draw on the Credit Facility in accordance with the terms thereof so as to receive thereunder by 12:00 p.m. New York City on said Interest Payment Date and Principal Payment Date, an amount, in immediately available funds, equal to the amount of interest and principal payable on such 2008 Series A Bonds on such Interest Payment Date and Principal Payment Date. The proceeds of such draws shall be deposited in the Credit Facility Fund pursuant to Section 603(c) hereof and shall be applied to pay principal of and interest on the 2008 Series A Bonds prior to the application of any other funds held by the Trustee therefor. If for any reason the Credit Provider dishonors or repudiates a drawing on the Credit Facility such that funds are not available under the Credit Facility for payment of principal or interest due on the 2008 Series A Bonds on any Interest Payment Date or Principal Payment Date, the Trustee shall immediately notify the Authority and withdraw moneys from the General Receipts Fund in accordance with Section 603(3) of the General Resolution as required to make all such payments of principal or interest then due on the 2008 Series A Bonds. Notwithstanding the foregoing, if the Credit Provider and the Liquidity Facility Provider are the same entity, the Trustee shall not draw on the Credit Facility with respect to any payments due or made in connection with Bank Bonds. In no event shall the Trustee draw on the Credit Facility with respect to any payments made in connection with Bonds not covered by the Credit Facility or 2008 Series A Bonds owned by, or on behalf of, the Authority.

(c) The Trustee shall deposit in the Credit Facility Fund all moneys derived from a drawing under a Credit Facility for the purpose of paying the principal of and interest on 2008 Series A Bonds subject to such Credit Facility when due. Moneys held in the Credit Facility Fund shall be held separate and apart from all other funds and accounts and shall not be

commingled with any other moneys. Monies in the Credit Facility Fund shall remain uninvested. Moneys in the Credit Facility Fund shall be withdrawn by the Trustee from the Credit Facility Fund and applied to the payment of the principal of and interest on Bonds subject to such Credit Facility on each Principal Payment Date for such 2008 Series A Bonds (or other date upon which principal of such 2008 Series A Bonds is due) and Interest Payment Date for such 2008 Series A Bonds, *provided* that such moneys shall not be used to pay the principal of or interest on 2008 Series A Bonds not covered by the Credit Facility or 2008 Series A Bonds owned by, or on behalf of, the Authority.

ARTICLE VII
FORM, EXECUTION AND DELIVERY OF 2008 SERIES A BONDS

701. Form of 2008 Series A Bonds. Subject to the provisions of the General Resolution, the 2008 Series A Bonds and the Certificate of Authentication shall be of substantially the form and tenor as set forth in the attached EXHIBIT A (in the case of Auction Bonds) or EXHIBIT B (in the case of 2008 Series A Bonds bearing interest at a Variable Rate, Flexible Rate or Fixed Rate) in each case with necessary or appropriate variations, omissions and insertions as are incidental to their numbers, denominations, maturities, interest rate or rates, redemption provisions and other details thereof (including, without limitation, the provisions relating to mandatory tender for purchase thereof and the Auction Procedures).

702. Execution and Delivery of 2008 Series A Bonds.

(a) The 2008 Series A Bonds shall be (i) executed in the name of the Authority by the manual or facsimile signatures of the Chairperson and either the Executive Director or the Director of Finance of the Authority, or any person duly appointed and acting in either such capacity, and the corporate seal of the Authority (or facsimile thereof) shall be impressed thereon and (ii) authenticated by the manual signature of an authorized signer of the Trustee.

(b) The 2008 Series A Bonds shall be caused to be delivered by an Authorized Representative to the Purchasers upon payment of the purchase price plus accrued interest, if any, on the 2008 Series A Bonds from the date thereof to the date of delivery in immediately available federal funds to the Authority at the time or times and place or places of delivery.

(c) Initially, one fully-registered 2008 Series A Bond (each a "global 2008 Series A Bond") for each maturity of the 2008 Series A Bonds, in the aggregate principal amount of such maturity, shall be issued in the name of Cede & Co., as nominee of DTC.

703. Global Form; Securities Depository.

(a) Except as otherwise provided in this Section, the 2008 Series A Bonds shall be in the form of global 2008 Series A Bonds, shall be registered in the name of the Securities Depository or its nominee and ownership thereof shall be maintained in book entry form by the Securities

Depository for the account of the Agent Members thereof. Except as provided in subsection (c) of this Section, 2008 Series A Bonds may be transferred, in whole but not in part, only to the Securities Depository or a nominee of the Securities Depository, or to a successor Securities Depository selected by the Authority, or to a nominee of such successor Securities Depository.

(b) The Authority and the Trustee shall have no responsibility or obligation with respect to:

(1) the accuracy of the records of the Securities Depository or any Agent Member with respect to any beneficial ownership interest in the 2008 Series A Bonds;

(2) the delivery to any Agent Member, beneficial owner of the 2008 Series A Bonds or other Person, other than the Securities Depository, of any notice with respect to the 2008 Series A Bonds;

(3) the payment to any Agent Member, beneficial owner of the Bonds or other Person, other than the Securities Depository, of any amount with respect to the principal of, premium, if any, or interest on, the 2008 Series A Bonds;

(4) any consent given by Cede & Co. as Bondholder of the 2008 Series A Bonds or any successor nominee of a Securities Depository as Bondholder of such Bonds; or

(5) the selection by the Securities Depository or any Agent Member of any beneficial owners to receive payment if any 2008 Series A Bonds are redeemed in part.

So long as the certificates for the 2008 Series A Bonds are not issued pursuant to subsection (c) of this Section, the Authority and the Trustee may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such 2008 Series A Bonds for all purposes whatsoever, including without limitation:

(1) the payment of principal, premium, if any, and interest on such 2008 Series A Bond;

(2) giving notices of redemption and other matters with respect to such 2008 Series A Bond; and

(3) registering transfers with respect to such 2008 Series A Bond.

(c) If at any time the Securities Depository notifies the Authority or the Trustee that it is unwilling or unable to continue as Securities Depository with respect to the 2008 Series A Bonds or if at any time the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation and a successor Securities Depository is not appointed by the Authority within 90 days after the Authority or the Trustee receives notice or becomes aware of such condition, as the case may be, paragraphs (a) and (b) of this Section shall no longer be applicable and the Authority shall execute and the Trustee shall authenticate and deliver certificates representing the 2008 Series A Bonds as provided in paragraph (d) below. In addition, the Authority may determine at any time that the 2008 Series A

Bonds shall no longer be represented by global certificates and that the provisions of paragraphs (a) and (b) above shall no longer apply to the 2008 Series A Bonds. In any such event the Authority shall execute and the Trustee shall authenticate and deliver certificates representing the 2008 Series A Bonds as provided in paragraph (d) below.

(d) Certificates for the 2008 Series A Bonds issued in exchange for global certificates shall be registered in such names and authorized denominations as the Securities Depository, pursuant to instructions from the Agent Members or otherwise, shall instruct the Authority and the Trustee. The Trustee shall deliver such certificates representing the 2008 Series A Bonds to the Persons in whose names such 2008 Series A Bonds are so registered as soon as practicable.

704. Conflict With Letter of Representations. Notwithstanding any other provision of this 2008 Series A Resolution to the contrary, so long as any 2008 Series A Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal, Redemption Price and purchase price of and interest, if any, on such 2008 Series A Bond, all tenders with respect to such 2008 Series A Bond and all notices with respect to such 2008 Series A Bond shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations between DTC and the Authority.

ARTICLE VIII
ADDITIONAL PROVISIONS RELATING TO LIQUIDITY FACILITIES AND CREDIT FACILITIES

801. Liquidity Facility.

(a) The Trustee shall draw moneys under the Liquidity Facility in accordance with the terms thereof to the extent necessary to make full and timely payments of the purchase price required to be made pursuant to, and in accordance with, Section 401(e) hereof.

(b) The Liquidity Facility shall be an obligation of the Liquidity Facility Provider to pay to the Trustee, upon satisfaction of the terms set forth in the Liquidity Facility and subject to reduction as provided in (d) below, the purchase price of 2008 Series A Bonds tendered or deemed tendered and not remarketed by the Remarketing Agent on the date on which such 2008 Series A Bonds are to be purchased equal to the principal amount thereof plus interest accrued, if any, on such 2008 Series A Bonds to such optional tender date or mandatory tender date.

(c) Upon termination or replacement of the Liquidity Facility as provided therein, the Trustee shall give notice thereof to S&P and the existing Liquidity Facility Provider and the Liquidity Facility shall be surrendered by the Trustee to the Liquidity Facility Provider for cancellation on the date of such termination.

(d) The Liquidity Facility Provider's obligation under the Liquidity Facility will be reduced to the extent of any drawing thereunder subject to reinstatement as provided therein. In no event will the Trustee be entitled to make drawings under the Liquidity Facility for the

payment of the purchase price of Bank Bonds, 2008 Series A Bonds owned by, or on behalf of, the Authority or 2008 Series A Bonds bearing interest at a Fixed Rate or Auction Rates.

(e) If at any time there shall cease to be any 2008 Series A Bonds Outstanding (other than 2008 Series A Bonds bearing interest at a Fixed Rate or Auction Rate), the Trustee shall surrender the Liquidity Facility to the Liquidity Facility Provider, in accordance with the terms of the Liquidity Facility, for cancellation. The Trustee shall comply with the procedures set forth in the Liquidity Facility relating to the termination thereof.

(f) If at any time the Trustee resigns or is removed in accordance with the General Resolution, the Trustee shall cause the Liquidity Facility to be transferred to its successor in accordance with the terms thereof.

(g) To the extent that this Resolution confers upon or gives or grants to the Liquidity Facility Provider any right, remedy or claim under or by reason of this Resolution, the Liquidity Facility Provider is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

802. Alternate Liquidity Facility. (a) The Authority may cancel or terminate a Liquidity Facility prior to its stated expiration or permit the expiration thereof in accordance with its terms and provide an Alternate Liquidity Facility in the form of a letter of credit, line of credit, standby purchase agreement or similar liquidity facility as the Authority may elect to furnish, but only in accordance with the provisions of this Section 802. The Liquidity Facility or Alternate Liquidity Facility also may be cancelled, terminated or permitted to expire without any Alternate Liquidity Facility being thereafter provided to support payment of the purchase price of 2008 Series A Bonds tendered for optional or mandatory tender hereunder, but only in accordance with the provisions of this Section 802. In the event the Liquidity Facility or Alternate Liquidity Facility then in effect is to be replaced, the Liquidity Facility or Alternate Liquidity Facility shall terminate in accordance with its terms.

(b) Upon receipt of notice from the Authority accompanied by a Favorable Opinion of Bond Counsel and the letter of each Rating Agency, if any, maintaining a rating on the 2008 Series A Bonds referred to below together with any documentation and opinions referred to in any such letter, the Trustee shall give notice (prepared by the Authority) by first-class mail to the Holders of the 2008 Series A Bonds not less than fifteen (15) days prior to the effective date of such change, stating as follows: (i) that the Liquidity Facility or the Alternate Liquidity Facility then in effect is to be changed, (ii) the effective date of such change, (iii) the form and substance of the Liquidity Facility or the Alternate Liquidity Facility then in effect, (iv) if applicable, that the 2008 Series A Bonds are subject to mandatory tender for purchase pursuant to Section 404 hereof and the date for such mandatory tender, (v) the form and substance of the Alternate Liquidity Facility to be in effect on the date specified in (ii) above, and (vi) that such change will or will not, as the case may be, result in a reduction or withdrawal of the rating, if any, of the 2008 Series A Bonds then in place.

(c) Upon receipt of notice from the Authority accompanied by the opinion of Bond Counsel referred to in subsection (d) below, the Trustee shall give notice (prepared by the

Authority) by first-class mail to the Holders of the 2008 Series A Bonds, with a copy to the Liquidity Facility Provider, not less than fifteen (15) days prior to the effective date of such change if the 2008 Series A Bonds then are in their Initial Period or bear interest at the Daily Rate, the Weekly Rate, or Flexible Rates, stating as follows: (i) that the Liquidity Facility or the Alternate Liquidity Facility then in effect will expire or be terminated, (ii) the effective date of such expiration or termination, (iii) that a substitute Alternate Liquidity Facility will not be provided, and (iv) that the 2008 Series A Bonds are subject to mandatory tender for purchase pursuant to Section 404 hereof and the date for such mandatory tender.

(d) Any provisions of this 2008 Series A Resolution to the contrary notwithstanding, no change with respect to a Liquidity Facility or any Alternate Liquidity Facility (except the expiration thereof in accordance with its terms) shall become effective unless there is delivered to the Trustee (i) an opinion of Bond Counsel stating that such change is authorized or permitted by the terms of this 2008 Series A Resolution and that such change will not adversely affect the validity of the 2008 Series A Bonds or the exclusion from federal gross income of the interest on the 2008 Bonds or require the registration of any security under the Securities Act of 1933, as amended, or the qualification of any indenture under the Trust Indenture Act of 1939, as amended, (ii) in the case of an Alternate Liquidity Facility, an opinion of counsel for the provider of the Alternate Liquidity Facility in substantially the form delivered to the Trustee upon the issuance of the Liquidity Facility, and (iii) in the case of a change under this Section 802, a letter from each Rating Agency, if any, then maintaining a rating on the 2008 Series A Bonds to the effect that such change will or will not, as the case may be, result in a reduction or withdrawal of the rating of the 2008 Series A Bonds then in place.

(e) Any other provisions of this 2008 Series A Resolution to the contrary notwithstanding, each Alternate Liquidity Facility delivered to the Trustee in accordance with this Section 802 (i) must be in the form of a letter of credit, line of credit, standby purchase agreement or similar liquidity facility entered into by the Authority in conneciton with any prior Series of Bonds and (ii) must be for a term of at least one (1) year after the effective date of such Alternate Liquidity Facility (or until the stated maturity date of the 2008 Series A Bonds, if earlier).

803. Credit Facility.

(a) The Credit Facility will be an irrevocable direct pay letter of credit of the Credit Provider providing for direct payments to or upon the order of the Trustee of amounts up to (1) the principal of the 2008 Series A Bonds when due on any Principal Payment Date; and (2) interest on the 2008 Series A Bonds when due on any Interest Payment Date up to the Interest Coverage Requirement.

(c) Upon termination or replacement of a Credit Facility as provided therein, the Trustee shall give notice thereof to S&P and the existing Credit Provider and the Credit Facility shall be surrendered by the Trustee to the Credit Provider for cancellation on the date of such termination.

(d) A Credit Provider's obligation under a Credit Facility will be reduced to the extent of any drawing thereunder subject to reinstatement as provided therein. In no event will the Trustee be entitled to make drawings under a Credit Facility for the payment of the purchase price of Bank Bonds, 2008 Series A Bonds owned by, or on behalf of, the Authority or 2008 Series A Bonds bearing interest at a Fixed Rate.

(e) If at any time there shall cease to be any 2008 Series A Bonds Outstanding, the Trustee shall surrender the Credit Facility to the Credit Provider, in accordance with the terms of the Credit Facility, for cancellation. The Trustee shall comply with the procedures set forth in the Credit Facility relating to the termination thereof.

(f) If at any time the Trustee resigns or is removed in accordance with the General Resolution, the Trustee shall cause the Credit Facility to be transferred to its successor in accordance with the terms thereof.

(g) To the extent that this 2008 Series A Resolution confers upon or gives or grants to the Credit Provider any right, remedy or claim under or by reason of this 2008 Series A Resolution, the Credit Provider is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

(h) To the extent that principal and/or interest due on the 2008 Series A Bonds has been paid by the Credit Provider pursuant to the the Credit Facility for which the Credit Provider has not been reimbursed under the Reimbursement Agreement, then:

(A) such 2008 Series A Bonds shall remain Outstanding for all purposes under the General Resolution, not be defeased or otherwise satisfied and not be considered paid by the Authority and the pledge of the Pledged Funds under the General Resolution and all covenants, agreements and other obligations of the Authority to the Holders of 2008 Series A Bonds shall continue to exist and shall run to the benefit of the Credit Provider, including without limitation the pledges made by the Authority to the Trustee for the benefit of the Bondholders in Sections 601 and 913 of the General Resolution; and

(B) the Credit Provider shall be subrogated to the extent of such draws on the Credit Facility or the Authority's indebtedness owing to the Credit Provider pursuant to the terms of the Reimbursement Agreement to all rights of the Holders of 2008 Series A Bonds to enforce the payment of the 2008 Series A Bonds from the Revenues and all other rights of the Holders of 2008 Series A Bonds under the 2008 Series A Bonds, this 2008 Series A Resolution and the General Resolution.

804. Alternate Credit Facility.

(a) The Authority may cancel or terminate a Credit Facility prior to its stated expiration or permit the expiration thereof in accordance with its terms and provide an Alternate Credit Facility in the form of a direct pay letter of credit, but only in accordance with the provisions of

this Section 804. A Credit Facility also may be cancelled, terminated or permitted to expire without any Alternate Credit Facility being thereafter provided.

(b) The Authority may elect to replace any Credit Facility with an Alternate Credit Facility conforming to the requirements of Section 803. The Authority shall provide written notice to the Trustee (a copy of which shall be delivered to the Credit Provider providing the current Credit Facility) not less than 30 days prior to such delivery (or such shorter period as shall be acceptable to the Trustee but not less than 15 days) of the Authority's intention to provide for delivery of such Alternate Credit Facility and the anticipated date of such delivery. Upon receipt of such notice, the Trustee shall take all actions necessary to subject the 2008 Series A Bonds to mandatory tender as described in Section 404(a) hereof on the proposed effective date of such Alternate Credit Facility. The Trustee shall give notice (prepared by the Authority) by first-class mail to the Holders of the 2008 Series A Bonds not less than fifteen (15) days prior to the effective date of delivery of the Alternate Credit Facility, stating that the 2008 Series A Bonds are subject to mandatory tender for purchase pursuant to Section 404(a) hereof due to the delivery of such Alternate Credit Facility and the date for such mandatory tender. Any Alternate Credit Facility delivered to the Trustee must be accompanied by (1) a Favorable Opinion of Bond Counsel as to the delivery of the Alternate Credit Facility; and stating that delivery of the Alternate Credit Facility is authorized under this Resolution and complies with its terms; (2) an opinion of Counsel to the issuer of such Alternate Credit Facility stating that such Alternate Credit Facility is a legal, valid, binding and enforceable obligation of such issuer in accordance with its terms; and a letter of each Rating Agency, if any, maintaining a rating on the 2008 Series A Bonds evidencing the rating of the 2008 Series A Bonds to be effective upon the delivery of such Alternate Credit Facility.

(c) In the event that a Credit Facility will not be replaced after expiration, termination or cancellation of such Credit Facility, upon receipt of notice from the Authority accompanied by the opinion of Bond Counsel referred to in subsection (d) below, the Trustee shall give notice (prepared by the Authority) by first-class mail to the Holders of the 2008 Series A Bonds then supported by the Credit Facility, with a copy to the Credit Provider, not less than fifteen (15) days prior to the effective date of such change if the 2008 Series A Bonds then are in their Initial Period or bear interest at a Variable Rate, stating as follows: (i) that the Credit Facility then in effect will expire or be terminated, (ii) the effective date of such expiration or termination, (iii) that a substitute Alternate Credit Facility will not be provided, and (iv) that the 2008 Series A Bonds are subject to mandatory tender for purchase pursuant to Sections 404 and 405 hereof, and the date for such mandatory tender.

(d) Any provisions of this 2008 Series A Resolution to the contrary notwithstanding, no amendment to a Credit Facility (except amendments to extend the Expiration Date) shall become effective unless there is delivered to the Trustee (i) an opinion of Bond Counsel stating that such change is authorized or permitted by the terms of this 2008 Series A Resolution and that such change will not adversely affect the validity of the 2008 Series A Bonds or the exclusion from federal gross income of the interest on the 2008 Bonds or require the registration of any security under the Securities Act of 1933, as amended, or the qualification of any indenture under the Trust Indenture Act of 1939, as amended, and (ii) a letter from each Rating Agency, if any, then maintaining a rating on the 2008 Series A Bonds to the effect that such

amendment will or will not, as the case may be, result in a reduction or withdrawal of the rating of the 2008 Series A Bonds then in place.

(e) Any other provisions of this 2008 Series A Resolution to the contrary notwithstanding, each Alternate Credit Facility delivered to the Trustee in accordance with this Section 804 (i) must be in the form of a direct pay letter of credit entered into by the Authority in connection with any prior Series of Bonds and (ii) must be for a term of at least one (1) year after the effective date of such Alternate Credit Facility (or until the stated maturity date of the 2008 Series A Bonds, if earlier).

ARTICLE IX
AGENTS OF THE AUTHORITY

901. Remarketing Agent; Remarketing Agreement.

(a) On the Closing Date, the Authority shall enter into a Remarketing Agreement with Merrill Lynch, Pierce, Fenner & Smith Incorporated or such other remarketing agent selected by an Authorized Representative, who is hereby appointed as the initial Remarketing Agent. The Remarketing Agreement shall terminate on the Fixed Rate Conversion Date or the Auction Rate Conversion Date after which there are no longer any 2008 Series A Bonds Outstanding bearing interest at a Variable Rate or a Flexible Rate. The Remarketing Agent, including any successor appointed pursuant hereto, shall (i) be a member of the National Association of Securities Dealers, Inc. having capitalization of at least $25,000,000, (ii) meet the requirements with respect to a qualified Remarketing Agent as may be set forth in the applicable Liquidity Facility, if any, and (iii) be authorized by law to perform all the duties imposed upon it by this 2008 Series A Resolution and the Remarketing Agreement. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this 2008 Series A Resolution and the Remarketing Agreement by giving at least 30 days' notice to the Authority, the Trustee and the Liquidity Facility Provider, if any. The Remarketing Agent may be removed at any time by the Authority by an instrument signed by the Authority and filed with the Remarketing Agent and the Liquidity Facility Provider, if any, upon at least 30 days' notice; provided, however, that, prior to the Fixed Rate Conversion Date or the Auction Rate Conversion Date for such 2008 Series A Bonds after which there are no longer any 2008 Series A Bonds Outstanding bearing interest at a Variable Rate or Flexible Rate, an agreement in substantially the form of the Remarketing Agreement shall be entered into with a successor Remarketing Agent.

(b) In the event that, prior to the Fixed Rate Conversion Date or Auction Rate Conversion Date after which there are no longer any 2008 Series A Bonds Outstanding bearing interest at a Variable Rate or Flexible Rate, the Remarketing Agent shall resign or be removed or dissolved, or if the property or affairs of the Remarketing 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, the Authority shall use its best efforts to appoint a successor as Remarketing Agent. Any such appointment by the Authority shall be with the consent of the Liquidity Facility Provider. If the Authority shall not have appointed a successor as Remarketing Agent,

the Trustee shall ipso facto be deemed to be the Remarketing Agent for the sole purpose of determining the Weekly Rate by reference to the Maximum Rate as provided in this 2008 Series A Resolution until the appointment by the Authority of the Remarketing Agent or successor Remarketing Agent, as the case may be.

(c) The Remarketing Agreement substantially in the form presented to this meeting is hereby approved and any Authorized Representative is authorized to execute and deliver the Remarketing Agreement for and on behalf of the Authority with such changes, omissions, insertions and revisions as such Authorized Representative shall deem advisable or appropriate. Any Authorized Representative is hereby authorized to obtain any amendment to the Remarketing Agreement or any subsequent Remarketing Agreement in respect of 2008 Series A Bonds bearing interest at Variable Rates or Flexible Rates and to execute and deliver the same. The annual fees to be paid in respect of any Remarketing Agreement shall not exceed 0.20% of the Outstanding 2008 Series A Bonds bearing interest at Variable Rates or Flexible Rates.

902. Auction Agent. During an Auction Period, the following provisions shall be effective:

(a) Prior to any Auction Rate Conversion Date, the Authority shall appoint an Auction Agent for the Auction Bonds. The Auction Agent shall designate its Principal Office and signify its acceptance of duties and obligations imposed upon it hereunder by executing and delivering the Auction Agreement. The Trustee is hereby directed to execute and deliver an Auction Agreement in a form approved by the Authority. The Auction Agreement shall terminate on the Conversion Date after which there are no longer any Auction Bonds Outstanding. The Auction Agent shall be (i) a bank or trust company duly organized under the laws of the United States of America or any state or territory thereof having its principal place of business in New York, New York, and having a combined capital stock, surplus and undivided profits of at least $30,000,000 or (ii) a member of the National Association of Securities Dealers, Inc., having a capitalization of at least $30,000,000 and, in either case, authorized by law to perform all the duties imposed upon it under the Auction Agreement. The Auction Agent may at any time resign and be discharged of the duties and obligations created by this 2008 Series A Resolution by giving at least 90 days' notice to the Authority and the Trustee. The Auction Agent may be removed at any time by the Authority by an instrument signed by the Authority and filed with the Auction Agent and the Trustee upon at least 90 days' notice.

(b) In the event that, prior to the Conversion Date for such Auction Bonds after which there are no longer any Auction Bonds Outstanding, the Auction Agent shall resign or be removed or dissolved, or if the property or affairs of the Auction 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, the Authority shall use its best efforts to appoint a successor as Auction Agent.

(c) The Auction Agent is acting as agent for the Authority in connection with Auctions. In the absence of bad faith or negligence on its part, the Auction Agent shall not be liable for any action taken, suffered or omitted or for any error of judgment made by it in the performance of its duties under the Auction Agreement and shall not be liable for any error of

judgment made in good faith unless the Auction Agent shall have been negligent in ascertaining the pertinent facts.

(d) Prior to any Auction Rate Conversion Date, the Auction Agent shall enter into a Broker-Dealer Agreement with a Broker-Dealer, and the Authority in a form approved by the Authority subsequent to the Issue Date. The Authority may select, from time to time, one or more additional persons to serve as Broker-Dealers under Broker-Dealer Agreements.

(e) The Auction Agent shall be required to satisfy and/or comply with its obligations under the Auction Procedures and the Auction Agreement so long as any Auction Bonds are Outstanding.

(f) NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, NEITHER THE AUTHORITY NOR THE TRUSTEE SHALL HAVE (i) ANY LIABILITY FOR ACTS OR OMISSIONS (NEGLIGENT OR OTHERWISE) OF THE AUCTION AGENT OR ANY BROKER-DEALER (EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED IN A WRITTEN AGREEMENT BETWEEN THE AUTHORITY OR THE TRUSTEE AND SUCH PARTIES), OR (ii) ANY OBLIGATION TO PAY THE FEES, COSTS OR EXPENSES OF THE AUCTION AGENT OR ANY BROKER-DEALER, EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS RESOLUTION.

ARTICLE X
MISCELLANEOUS

1001. Authorization of Procurement of Letter of Credit, Security Arrangement and/or Surety Bond. (a) An Authorized Representative hereby is authorized to obtain a Letter or Letters of Credit, a Security Arrangement or Arrangements and/or a Surety Bond or Bonds for application in lieu of the deposit of moneys to the Capital Reserve Fund as specifically authorized in this 2008 Series A Resolution, and for application as generally authorized with respect to all moneys deposited to the Capital Reserve Fund. In connection with the procurement of the foregoing Letter of Credit and/or Surety Bond, the Authorized Representative is authorized to negotiate and execute a reimbursement agreement with the banking institution or an agreement with the insurance company, as appropriate. The annual fees (in addition to any expense reimbursements) paid to the banking institution for the procurement of the Letter(s) of Credit shall not exceed three percent (3.00%) of the amount of the Letter(s) of Credit, and the fee to be paid by the Authority for a Surety Bond shall not exceed three percent (3.00%) of the amount of the Surety Bond. The Authority shall give the Trustee sixty (60) days' written notice prior to the expiration of any Letter of Credit obtained pursuant to this 2008 Series A Resolution.

(b) The Security Arrangement entitled "Agreement to Make Payments in Respect of Capital Reserve Fund," in the form presented to this meeting, is hereby approved. If determined to be in the best interests of the Authority, an Authorized Representative is authorized to execute and deliver such Security Arrangement in substantially the form approved, with such changes in such document as may be necessary or desirable, permitted by the Act and otherwise by law, and not materially adverse to the Authority.

1002. Ratification of Actions. The actions of any Authorized Representative heretofore taken pursuant to the provisions of the General Resolution, including, but not limited to: the publishing of notice and the conducting of a hearing with respect to the issuance of the 2008 Series A Bonds, the making of presentations to security rating agencies, the undertaking of discussions and negotiations with underwriters or groups of underwriters regarding offers to purchase the 2008 Series A Bonds be, and they hereby are, ratified and confirmed in all respects.

1003. Additional Actions. (a) Any Authorized Representative is hereby authorized and directed to execute such other documents and certifications, and to perform such other acts as may be necessary or convenient for the proper sale, execution and delivery of the 2008 Series A Bonds, subject to, and as may be required by the Purchase Contract, the General Resolution and this 2008 Series A Resolution.

(b) The Director of Finance or Deputy Director of Finance is hereby authorized to pay from the Operating Fund all amounts necessary to comply with Section 1006 hereof.

1004. [Reserved]

1005. Remarketing Statement. The form of Remarketing Statement of the Authority, substantially in the form presented to this meeting, is hereby authorized and approved as the Remarketing Statement of the Authority, with such changes, omissions, insertions and revisions as an Authorized Representative shall deem advisable or appropriate, and such Remarketing Statement is approved for execution on behalf of the Authority and distribution to the Remarketing Agent. Any Authorized Representative is hereby authorized to execute such Remarketing Statement and deliver it to the Remarketing Agent for distribution on behalf of the Authority.

1006. Rebate Fund. The Authority shall not be required to make any deposits to the Rebate Fund in connection with the 2008 Bonds. The Authority hereby agrees to comply with Section 148(f) of the Internal Revenue Code of 1986, as amended, and shall pay or cause to be paid to the United States, from available Authority funds, such amounts and at such times as shall be required by Section 148(f) with respect to the 2008 Bonds.

1007. Covenant as to Sale of Mortgage Loans. The Authority covenants and agrees that it will not sell any Mortgage Loan and use the proceeds of such sale to redeem 2008 Series A Bonds bearing interest at a Fixed Rate except for Mortgage Loans (i) that are in default, (ii) that must be sold in order to preserve the exclusion of interest on the 2008 Series A Bonds from gross income for federal income tax purposes, or (iii) that do not comply with the Authority's program requirements.

1008. Covenant as to Purchase of 2008 Series A Bonds. The Authority covenants that it has not required and shall not require a Mortgage Lender, Mortgagor or "related person" as defined in Section 147 of the Code to purchase 2008 Series A Bonds pursuant to any arrangement, formal or informal, in an amount related to a Mortgage Loan.

1009. Trustee Not Responsible for Remarketing Statement. The recitals, statements and representations contained in the Remarketing Statement shall be taken and construed as made by and on the part of the Authority not by the Trustee, and the Trustee assumes and shall be under no responsibility for the correctness of same.

1010. Notice of Redemption.

(a) The Trustee shall cause a notice of any redemption of 2008 Series A Bonds, either in whole or in part, to be sent by registered or certified mail or by overnight delivery, to the Securities Depository at least two (2) business days (a business day being a day when such Securities Depository is open for business) prior to the date of general mailing of any notice of redemption. On the date of such general mailing, the Trustee shall cause notice of redemption to: (i) be posted to the Electronic Municipal Market Access system maintained by the Municipal Securities Rulemaking Board or such other securities information service as may be directed by the Authority in writing to the Trustee, and (ii) in the case of any notice of redemption given to the Holders of Auction Bonds, be mailed first class, postage prepaid, to the Auction Agent.

(b) In addition, a second duplicate notice in writing shall be mailed by certified mail, postage prepaid, return receipt requested, to any registered owner of 2008 Series A Bonds to be redeemed who has not presented and surrendered such 2008 Series A Bonds to the Trustee for redemption within thirty (30) days after the date of redemption.

(c) In addition to the requirements set forth in Section 405 of the General Resolution, a notice of any such redemption shall include the following information with respect to the 2008 Series A Bonds to be so redeemed: the complete title of the 2008 Series A Bonds, the CUSIP numbers of the 2008 Series A Bonds to be redeemed, the date of general mailing of such notice of redemption, the complete name of the Trustee including a telephone number for inquiries, the maturity date and the interest rate (if applicable) of the 2008 Series A Bonds.

(d) Failure to receive any such notices by any such registered owner shall not affect the validity of the proceedings for the redemption of the 2008 Series A Bonds.

1011. Interest and Redemption Payments. All redemption payments and payments of interest made by the Trustee, whether by check or wire transfer, shall be accompanied by the applicable CUSIP numbers.

1012. Covenant With Respect to Section 236 Mortgage Loans and Section 8 Mortgage Loans. The Authority hereby covenants and agrees to diligently enforce and take all reasonable steps, actions and proceedings necessary to assure the continued receipt of interest subsidy payments and housing assistance payments in respect of Mortgage Loans of the Authority receiving assistance under, respectively, the Section 236 or Section 8 programs of the United States Department of Housing and Urban Development.

1013. Continuing Disclosure. The 2008 Series A Bonds are hereby made subject to the Master Continuing Disclosure Undertaking – Rental Housing Revenue Bonds, approved by the Authority on February 27, 1997, as amended, and the Authority agrees to abide by the provisions thereof so long as any of the 2008 Series A Bonds are Outstanding.

1014. Notice to Rating Agency and Liquidity Facility Provider. The Authority shall give written notice to S&P at 55 Water Street, 41st Floor, New York, New York 10041-0003, Attention: Structured Finance LOC Surveillance Group, E-mail: nyloc@spglobal.com, in each case with a copy to the Liquidity Facility Provider at the address set forth in the Liquidity Facility, of the occurrence of any of the following events with respect to the 2008 Series A Bonds:

(a) a change in the Trustee, the Auction Agent or the Remarketing Agent;

(b) a change in the Rate Period applicable to any 2008 Series A Bonds;

(c) the expiration, extension, termination or substitution of any Liquidity Facility or Alternate Liquidity Facility;

(d) a redemption or defeasance of all the Outstanding 2008 Series A Bonds;

(e) any mandatory tender of the 2008 Series A Bonds;

(f) any amendment or supplement to this 2008 Series A Resolution, the General Resolution (other than a Series Resolution), or any Liquidity Facility; or

(g) an acceleration of payment of principal of and interest on the 2008 Series A Bonds.

In addition, the Authority shall give written notice to the Liquidity Facility Provider of the occurrence of any of the following events with respect to the 2008 Series A Bonds:

(i) a redemption (other than mandatory sinking fund redemption) or defeasance of the Outstanding 2008 Series A Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(ii) any downgrade by the Rating Agency of the enhanced or unenhanced rating on the 2008 Series A Bonds or the Bonds to "non-investment grade"; or

(iii) any material events pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934, as amended.

1015. Defeasance of 2008 Series A Bonds. The provisions of Section 1402 of the General Resolution shall not apply to 2008 Series A Bonds that bear interest at a Variable Rate, at Flexible Rates or at Auction Rates.

1016. Effective Date. This Amended and Restated 2008 Series A Resolution shall take effect as of the Restated Resolution Effective Date.

EXHIBIT A

(Form of Auction Bond)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Authority or its agent for registration of transfer, exchange, or payment, and any Bond is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. A - Auction Bond-__

$_____

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
RENTAL HOUSING REVENUE BOND, 2008 SERIES A

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE	CUSIP
Variable			

Registered Owner:

Principal Amount:

The Michigan State Housing Development Authority (the "Authority"), a public body corporate and politic, organized and existing under and by virtue of the laws of the State of Michigan, acknowledges itself indebted to, and for value received, hereby promises to pay the registered owner specified above, or registered assigns, the Principal Amount specified above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon the presentation and surrender hereof at the corporate trust office of U.S. Bank National Association, St. Paul, Minnesota (the "Trustee"), as Trustee under the Resolution of the Authority adopted November 15, 1990, as amended and supplemented, authorizing the issuance of Michigan State Housing Development Authority Rental Housing Revenue Bonds (the "General Resolution") or its successor as Trustee, and to pay to the registered owner by check or draft mailed to the registered owner as shown on the registration books of the Trustee on the Record Date (as defined herein) at the registered address interest on such Principal Amount from the Date of Original Issue specified above or such later date to which interest has been paid, until paid at the Auction Rate calculated pursuant to the 2008 Series A Resolution (as defined herein), payable on an Interest Payment Date. The principal or Redemption Price (as defined in the General Resolution) of this Bond is payable upon presentation in any coin or currency of the United States of America which, on the respective dates of payment, shall be legal tender for the payment of public and private debts.

The State of Michigan is not liable on this Bond and this Bond is not a debt of the State of Michigan. The Authority has no taxing power.

Subject to any agreements now or hereafter made with the owners of any other notes or bonds of the Authority pledging any particular receipts or revenues, this Bond is a general obligation of the Authority and the full faith and credit of the Authority are hereby pledged for the payment of the principal or Redemption Price of and interest on this Bond. This Bond is one of a duly authorized issue of Bonds of the Authority designated "*Rental Housing Revenue Bonds*" (the "Bonds"), issued and to be issued in various series under and pursuant to Act No. 346 of the Public Acts of 1966 of the State of Michigan, as amended (herein called the "Act"), and under and pursuant to the General Resolution and a series resolution authorizing the issuance and sale of each such series. As provided in the General Resolution, the Bonds may be issued from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest, if any, at different rates and, subject to the provisions thereof, may otherwise vary. The aggregate principal amount of Bonds which may be issued under the General Resolution is not limited except as provided in the General Resolution, and all Bonds issued and to be issued under the General Resolution are and will be equally secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the General Resolution.

This Bond is one of a series of Bonds designated "*Rental Housing Revenue Bonds, 2008 Series A*" (the "2008 Series A Bonds"), issued in the initial aggregate principal amount of _____ Million _____Thousand and 00/100 Dollars ($_____) under the General Resolution and a series resolution adopted on August 27, 2008 (the "2008 Series A Resolution") (the General Resolution and the 2008 Series A Resolution are collectively herein called the "Resolutions"). The proceeds of the 2008 Series A Bonds will be utilized by the Authority to redeem certain outstanding bonds of the Authority and in connection therewith to purchase Mortgage Loans (as defined in the General Resolution) financed from the proceeds of such bonds. The Bonds will be secured by a pledge of the Pledged Funds (as defined in the General Resolution) which include the mortgage repayments required to be paid on the Mortgage Loans financed with the proceeds of the 2008 Series A Bonds. Copies of the Resolutions are on file in the office of the Authority and at the principal corporate trust office of the Trustee in St. Paul, Minnesota, and reference to the Resolutions and any and all supplements thereto and modifications and amendments thereof and to the Act are 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 Bonds are issued and may be issued thereunder. To the extent and in the manner permitted by the terms of the Resolutions, the provisions of the Resolutions or any resolution amendatory thereof or supplemental thereto, may be modified or amended.

This Bond is transferable, as provided in the Resolutions, only upon the books of the Authority kept for that purpose at the corporate trust office of the Trustee in Lansing, Michigan by the registered owner hereof in person, or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new registered 2008 Series A Bond or Bonds, in the same aggregate principal amount and of the same

maturity, shall be issued to the transferee in exchange therefor as provided in the Resolutions, and upon the payment of the charges, if any, therein prescribed.

The 2008 Series A Bonds are issuable in the form of fully-registered Bonds without coupons in the denomination of Twenty-Five Thousand Dollars ($25,000) or any integral multiple thereof, not exceeding the aggregate principal amount for each maturity of such 2008 Series A Bonds.

In general, the interest rate on this 2008 Series A Bond will be determined periodically on the basis of Orders conducted on each Auction Date. The procedures for an Auction are set forth in the 2008 Series A Resolution.

THE AUCTION PERIOD, THE AUCTION RATE, THE SELECTION OF THE METHOD OF DETERMINING THE AUCTION RATE AND THE AUCTION PROCEDURES RELATING THERETO WILL BE DETERMINED UPON THE TERMS AND CONDITIONS, INCLUDING REQUIRED NOTICES THEREOF TO OWNERS, DESCRIBED IN THE 2008 Series A RESOLUTION TO WHICH PROVISIONS SPECIFIC REFERENCE IS HEREBY MADE AND ALL OF WHICH PROVISIONS ARE HEREBY SPECIFICALLY INCORPORATED HEREIN BY THIS REFERENCE.

This 2008 Series A Bond is subject to redemption, including redemption at par, prior to maturity, and to mandatory tender prior to maturity, in the manner provided for in the 2008 Series A Resolution.

In the event the Authority shall exercise its option to redeem any or all of the 2008 Series A Bonds, notice of such redemption shall be mailed, postage prepaid, not less than thirty (30) days before the redemption date to the registered owners of any Bonds or portions of Bonds to be redeemed, except as otherwise provided in the 2008 Series A Resolution. Such mailing shall be a condition precedent to such redemption, but failure to receive such notice by the owner shall not affect the validity of the proceedings for the redemption of Bonds. Notice of redemption having been given as aforesaid, the 2008 Series A Bonds or portions thereof so called for redemption shall become due and payable as herein provided, and from and after the date fixed for redemption, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and become payable provided the Authority has deposited moneys for such redemption as required by the General Resolution.

This Bond shall not be valid or become obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been executed by the Trustee.

Terms which are used herein as defined terms and which are not otherwise defined herein shall have the meanings assigned to them in the 2008 Series A Resolution.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State of Michigan and the Resolutions 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 Authority is within every debt and other limits prescribed by law.

IN WITNESS WHEREOF, the Michigan State Housing Development Authority has caused this Bond to be executed in its name by the facsimile signature of its Chairperson and its corporate seal (or a facsimile thereof) to be impressed hereon and attested by the facsimile signature of its Executive Director, all as of the Date of Original Issue set forth above.

ATTEST:

MICHIGAN STATE HOUSING
DEVELOPMENT AUTHORITY

_____ By:_____

(Facsimile) (Facsimile)

Its: Executive Director Its: Chairperson

(Seal)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the 2008 Series A Bonds described in the within-mentioned 2008 Series A Resolution.

U.S. Bank National Association, Trustee

By:_____
Authorized Signer

[End of Auction Bond Form]

EXHIBIT B

(Form of 2008 Series A Bond bearing interest at Fixed, Flexible or Variable Rate)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Authority or its agent for registration of transfer, exchange or payment, and any Bond is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. A_____ $_____

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
RENTAL HOUSING REVENUE BOND, 2008 SERIES A

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE	CUSIP
Variable	October 1, 2037	September 23, 2008	59465M ___

Registered Owner: CEDE & CO.

Principal Amount:

The Michigan State Housing Development Authority (the "Authority"), a public body corporate and politic, organized and existing under and by virtue of the laws of the State of Michigan, acknowledges itself indebted to, and for value received, hereby promises to pay the registered owner specified above, or registered assigns, the Principal Amount specified above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon the presentation and surrender hereof at the corporate trust office of U.S. Bank National Association, St. Paul, Minnesota (the "Trustee"), as Trustee under the Resolution of the Authority adopted November 15, 1990, as amended and supplemented, authorizing the issuance of Michigan State Housing Development Authority Rental Housing Revenue Bonds (the "General Resolution") or its successor as Trustee, and to pay to the registered owner by check or draft mailed to the registered owner as shown on the registration books of the Trustee as of the close of business on the Record Date at the registered address interest on such Principal Amount from the Date of Original Issue specified above or such later date to which interest has been paid, until paid at the rates and on the dates determined as described herein and in the 2008 Series A Resolution as hereinafter defined; provided, however, payment of interest on any Interest

Payment Date shall be paid (i) while this Bond bears interest at a Variable Rate, in immediately available funds; (ii) while this Bond bears interest at the Fixed Rate, in immediately available funds; or (iii) if this Bond bears interest at a Flexible Rate, in immediately available funds upon presentation and surrender of this Bond to the Trustee, by wire transfer to a bank within the continental United States or direct deposit to a designated account that is maintained with the Trustee pursuant to directions given by the Registered Owner to the Trustee on or prior to the Interest Payment Date; provided, further, that the principal or redemption price of this Bond is payable upon surrender of this Bond to the Trustee by the Registered Owner hereof as shown on the registration books of the Trustee on the date of payment (i) in immediately available funds if this Bond shall bear interest at a Flexible Rate, or a Variable Rate, or (ii) in immediately available funds if this Bond shall bear interest at the Fixed Rate. If requested by the Registered Owner of this Bond while it bears interest at a Variable Rate, payment of principal, premium, if any, and interest on this Bond shall be transmitted by wire transfer within the continental United States or deposited to a designated account if such account is maintained with the Trustee, if such Registered Owner shall have provided wire transfer instructions to the Trustee prior to the Interest Payment Date. The principal or Redemption Price (as defined in the General Resolution) of this Bond is payable upon presentation in any coin or currency of the United States of America which, on the respective dates of payment, shall be legal tender for the payment of public and private debts.

The State of Michigan is not liable on this Bond and this Bond is not a debt of the State of Michigan. The Authority has no taxing power.

Subject to any agreements now or hereafter made with the owners of any other notes or bonds of the Authority pledging any particular receipts or revenues, this Bond is a general obligation of the Authority and the full faith and credit of the Authority are hereby pledged for the payment of the principal or Redemption Price of and interest on this Bond. This Bond is one of a duly authorized issue of bonds of the Authority designated "Rental Housing Revenue Bonds" (the "Bonds"), issued and to be issued in various series under and pursuant to Act No. 346 of the Public Acts of 1966 of the State of Michigan, as amended (herein called the "Act"), and under and pursuant to the General Resolution and a series resolution authorizing the issuance and sale of each such series. As provided in the General Resolution, the Bonds may be issued from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest, if any, at different rates and, subject to the provisions thereof, may otherwise vary. The aggregate principal amount of Bonds which may be issued under the General Resolution is not limited except as provided in the General Resolution, and all Bonds issued and to be issued under the General Resolution are and will be equally secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the General Resolution.

This Bond is one of a series of Bonds designated "Rental Housing Revenue Bonds, 2008 Series A" (the "2008 Series A Bonds"), issued in the initial aggregate principal amount of One Hundred Eighty One Million Four Hundred Fifteen Thousand and 00/100 Dollars ($181,415,000) under the General Resolution and a series resolution adopted on August 27, 2008, as supplemented and amended (as amended and supplemented, the "2008 Series A Resolution") (the General Resolution and the 2008 Series A Resolution are collectively herein called the "Resolutions"). The proceeds of the 2008 Series A Bonds will be utilized by the Authority to redeem certain

outstanding bonds of the Authority and in connection therewith to purchase Mortgage Loans (as defined in the General Resolution) financed from the proceeds of such bonds. The Bonds will be secured by a pledge of the Pledged Funds (as defined in the General Resolution). Payment of the purchase price of the 2008 Series A Bonds bearing interest at a Variable Rate [or at Flexible Rates] will also be supported by a _____ (the "Liquidity Facility") issued by _____ (the "Bank"), in favor of the Trustee, and any Alternate Liquidity Facility which may be furnished by the Authority. Copies of the Resolutions are on file in the office of the Authority and at the principal corporate trust office of the Trustee in St. Paul, Minnesota, and reference to the Resolutions and any and all supplements thereto and modifications and amendments thereof and to the Act are 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 Bonds are issued and may be issued thereunder. To the extent and in the manner permitted by the terms of the Resolutions, the provisions of the Resolutions or any resolution amendatory thereof or supplemental thereto, may be modified or amended.

This Bond is transferable, as provided in the Resolutions, only upon the books of the Authority kept for that purpose at the corporate trust office of the Trustee in Lansing, Michigan by the registered owner hereof in person, or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new registered 2008 Series A Bond or Bonds, in the same aggregate principal amount and of the same maturity, shall be issued to the transferee in exchange therefor as provided in the Resolutions, and upon the payment of the charges, if any, therein prescribed.

In the manner provided in the 2008 Series A Resolution, the term of each 2008 Series A Bond will be divided into consecutive Rate Periods during each of which such 2008 Series A Bond shall bear interest at a Variable Rate, Flexible Rate or the Fixed Rate. The Rate Period of the 2008 Series A Bond may be Converted to a different Rate Period at the election of the Authority in the manner provided in the 2008 Series A Resolution. Information regarding the interest rates borne by the 2008 Series A Bonds and Conversions to a different Rate Period will be furnished or made available to Registered Owners of the 2008 Series A Bonds in the manner provided in the 2008 Series A Resolution.

Interest shall be computed, in the case of a Fixed Rate Period, on the basis of a 360-day year consisting of twelve 30-day months, and in the case of any other Rate Period, on the basis of a 365 or 366-day year, as appropriate, and the actual number of days elapsed. Except as otherwise provided in the 2008 Series A Resolution, if the 2008 Series A Bonds bear interest at a Variable Rate or the Flexible Rate, the Remarketing Agent shall determine the appropriate Variable Rate or Flexible Rate on the 2008 Series A Bonds during each such Rate Period in accordance with the provisions of the 2008 Series A Resolution.

The term "Interest Payment Date" means, (a) when used with respect to 2008 Series A Bonds bearing interest at the rate effective during the Initial Period or at the Daily or Weekly Rate, the first Business Day of each calendar month to which interest at such rate has accrued; (b) when

used with respect to 2008 Series A Bonds bearing interest at the Fixed Rate, each April 1 and October 1 which is at least 120 days following the Fixed Rate Conversion Date; (c) when used with respect to any particular 2008 Series A Bond bearing interest at a Flexible Rate, the last day of each Flexible Rate Period applicable thereto (and each April 1 and October 1 during a Flexible Rate Period which is longer than 270 days in duration); (d) when used with respect to Bank Bonds, any date specified in the Liquidity Facility; (e) each Conversion Date; and (f) when used with respect to any 2008 Series A Bond, its stated maturity date or the date on which it is earlier paid.

The 2008 Series A Bonds shall be deliverable in the form of registered bonds without coupons in the denominations of $5,000 and any whole multiple thereof upon being Converted to bear interest at the Fixed Rate; in the denominations of $100,000 and any integral multiples of $5,000 in excess of $100,000 during the Initial Period or any Daily Rate Period or Weekly Rate Period; and in denominations of $100,000 and any integral multiple of $1,000 in excess of $100,000 during any Flexible Rate Period.

At the times and in the manner provided in the 2008 Series A Resolution, the Registered Owners of the 2008 Series A Bonds bearing interest at a Variable Rate may elect to tender 2008 Series A Bonds or portions thereof for purchase; provided, however, that no 2008 Series A Bonds or portions thereof bearing interest at a Fixed Rate may be tendered for purchase at the election of the Registered Owners after the Fixed Rate Conversion Date for such 2008 Series A Bonds. Under certain circumstances, and in the manner provided in the 2008 Series A Resolution, the 2008 Series A Bonds will be subject to mandatory tender for purchase on the dates specified in the 2008 Series A Resolution. The Trustee shall cause notice of certain mandatory tenders to be mailed to the Registered Owners in accordance with the provisions of the 2008 Series A Resolution. 2008 Series A Bonds as to which the Registered Owners have given notice of optional tender in the manner provided in the 2008 Series A Resolution, or 2008 Series A Bonds subject to mandatory tender, will be deemed to be tendered on the purchase date with the effect provided in the 2008 Series A Resolution, and thereafter the Registered Owners thereof will be entitled only to receive the purchase price therefor.

Any 2008 Series A Bond held by or on behalf of the Bank as a result of the purchase of such 2008 Series A Bond with proceeds from a draw on the Liquidity Facility (hereinafter a "Bank Bond") shall bear interest at the Bank Rate as provided in the 2008 Series A Resolution. Principal of and interest on Bank Bonds shall be payable to the Bank by wire transfer in immediately available funds at the times and in the amounts determined in accordance with the 2008 Series A Resolution.

Under the 2008 Series A Resolution, J.P. Morgan Securities LLC has been appointed as Remarketing Agent. The Remarketing Agent may be removed or replaced by the Authority, as provided in the 2008 Series A Resolution.

This 2008 Series A Bond is subject to redemption, including redemption at par, prior to maturity, in the manner set forth in the 2008 Series A Resolution.

Bank Bonds shall also be subject to mandatory redemption at the times and at the Redemption Prices set forth in the 2008 Series A Resolution.

In the event the Authority shall exercise its option to redeem any or all of the 2008 Series A Bonds, notice of such redemption shall be mailed, postage prepaid, not less than thirty (30) days before the redemption date to the registered owners of any Bonds or portions of Bonds to be redeemed, except as otherwise provided in the 2008 Series A Resolution. Such mailing shall be a condition precedent to such redemption, but failure to receive such notice by the owner shall not affect the validity of the proceedings for the redemption of Bonds. Notice of redemption having been given as aforesaid, the 2008 Series A Bonds or portions thereof so called for redemption shall become due and payable as herein provided, and from and after the date fixed for redemption, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and become payable provided the Authority has deposited moneys for such redemption as required by the General Resolution.

This Bond shall not be valid or become obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been executed by the Trustee.

Terms which are used herein as defined terms and which are not otherwise defined herein shall have the meanings assigned to them in the 2008 Series A Resolution.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State of Michigan and the Resolutions 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 Authority is within every debt and other limits prescribed by law.

IN WITNESS WHEREOF, the Michigan State Housing Development Authority has caused this Bond to be executed in its name by the facsimile signature of its Chairperson and its corporate seal (or a facsimile thereof) to be impressed hereon and attested by the facsimile signature of its Director of Finance, all as of the Date of Original Issue set forth above.

ATTEST:

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

_____
(Facsimile)
Its: Director of Finance

By: _____
(Facsimile)
Its: Chairperson

(Seal)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the 2008 Series A Bonds described in the within-mentioned 2008 Series A Resolution.

U. S. Bank National Association, Trustee

By: _____
Authorized Signer

[End of 2008 Series A Bond Form]

4838-7886-0214 v8 [9378-263]

WHEREAS, it is necessary to amend and restate the 2016 Series D Resolution as hereinafter provided to (i) permit the 2016 Series D Bonds to be supported by a Credit Facility and to direct the Trustee to submit drawings on the Credit Facility to pay the principal of, and interest on the 2016 Series D Bonds when due in addition to drawing upon the Liquidity Facility to pay the purchase price of any 2016 Series D Bonds tendered for purchase as provided in the 2016 Series D Resolution which have not been remarketed by the Remarketing Agent; and (ii to align the date of mandatory tender of Liquidity Facility Bonds resulting from the delivery of an Alternate Liquidity Facility with the date of substitution of the Initial Credit/Liquidity Facility.

NOW, THEREFORE, BE IT RESOLVED by the Members of the Michigan State Housing Development Authority as follows:

ARTICLE I
AUTHORITY AND DEFINITIONS

101. 2016 Series D Supplemental Resolution. This resolution (hereinafter referred to as the "2016 Series D Supplemental Resolution") is adopted in accordance with the provisions of Section 1001(6) of the General Resolution and pursuant to the authority contained in the Act.

102. Definitions. All terms which are defined in Section 103 of Article I of the General Resolution and in the recitals to and Section 102 of the 2016 Series D Resolution have the same meanings in this 2016 Series D Supplemental Resolution, including the preambles hereto.

ARTICLE II
ALTERNATE LIQUIDITY FACILITY

201. Initial Credit/Liquidity Facility. Pursuant to Section 802 of the 2016 Series D Resolution, as amended herein, the Authority hereby authorizes and directs an Authorized Representative to replace the Existing Liquidity Facility with the Initial Credit/Liquidity Facility to be issued by the Initial Credit/Liquidity Provider in the form of the Initial Credit/Liquidity Facility pursuant to the Reimbursement Agreement. The forms of the Initial Credit/Liquidity Facility, Reimbursement Agreement and Fee Letter presented to the Authority at this meeting are hereby approved and any Authorized Representative is authorized and directed to execute and deliver the Reimbursement Agreement and Fee Letter and cause the Initial Credit/Liquidity Facility to be issued by the Initial Credit/Liquidity Provider to the Trustee in substantially the forms approved, with such changes in such documents as may be necessary or desirable, permitted by the Act and otherwise by law, and not materially adverse to the Authority; provided, however, the initial annual fees to be paid in respect of the Initial Credit/Liquidity Facility shall not exceed 1.00% of the available commitment thereunder, provided further, however, that such fees may be increased in accordance with the provisions of such Reimbursement Agreement and the Fee Letter.

202. Remarketing Statement. The form of the Remarketing Statement of the Authority with respect to the remarketing of the 2016 Series D Bonds upon delivery of the Initial Credit/Liquidity Facility, substantially in the form presented to this meeting, is hereby approved and the distribution thereof by the Remarketing Agent is hereby authorized, with such changes, omissions, insertions and revisions as an Authorized Representative shall deem advisable or appropriate. Such Remarketing Statement is approved for execution on behalf of the Authority and distribution by the Remarketing Agent. One or more Authorized Representatives are hereby authorized to execute such Remarketing Statement and deliver it to the Remarketing Agent for distribution on behalf of the Authority.

203. Ratification of Actions. The actions of any Authorized Representative heretofore taken pursuant to the provisions of the General Resolution, including, but not limited to the undertaking of discussions and negotiations with security rating agencies, the Initial Credit/Liquidity Provider and the Remarketing Agent, be, and they hereby are, ratified and confirmed in all respects.

204. Additional Actions. (a) Any Authorized Representative is hereby authorized and directed to execute such other documents and certifications, and to perform such other acts as may be necessary or convenient for the delivery of the Initial Credit/Liquidity Facility and the remarketing by the Remarketing Agent of the 2016 Series D Bonds, subject to, and as may be required by the Remarketing Agreement, the General Resolution, the 2016 Series D Resolution and this 2016 Series D Supplemental Resolution.

(b) The Director of Finance or Deputy Director of Finance is hereby authorized to pay any costs related to the delivery of the Initial Credit/Liquidity Facility and any subsequent remarketing of the 2016 Series D Bonds in connection therewith from the Operating Fund.

ARTICLE III
AMENDMENTS TO 2016 SERIES D RESOLUTION

301. Amendments to 2016 Series D Resolution to be effective immediately.

(a) The delivery of the Initial Credit/Liquidity Facility shall constitute the delivery of an Alternate Liquidity Facility for purposes of the mandatory tender requirements set forth in the 2016 Series D Resolution. In addition, Section 404(a) of the 2016 Series D Resolution is amended and restated as follows:

> (a) Mandatory Tender of Liquidity Facility Bonds Upon Change Respecting Liquidity Facility or Alternate Liquidity Facility. Pursuant to Article VIII hereof, the Authority may elect to terminate or permit the expiration of a Liquidity Facility and, in such event, may at its option provide an Alternate Liquidity Facility. If there is such an Alternate Liquidity Facility provided, there will be a mandatory tender for purchase of the Liquidity Facility Bonds. If the Authority terminates a Liquidity Facility, or if a Liquidity Facility expires by its terms as set forth in Section 802 hereof without the

provision in either case of an Alternate Liquidity Facility, there will be a mandatory tender for purchase of the Liquidity Facility Bonds. Any mandatory tender described in the preceding two sentences shall be made on (i) the Business Day upon which an Alternate Liquidity Facility is to be substituted for the Liquidity Facility then in effect or (ii) the fifth (5th) Business Day immediately preceding the date of termination or expiration of the Liquidity Facility (including termination of the Liquidity Facility following the delivery of a Termination Notice (as defined in the Liquidity Facility) by the Liquidity Facility Provider as provided therein) (each a "Tender Date"), at a purchase price equal to the principal amount thereof plus any accrued interest thereon to the Purchase Date, in accordance with the procedures set forth herein; provided, however, that such Liquidity Facility Bonds shall not be so subject to mandatory tender if on or prior to the 35th day prior to such Tender Date, in the case of the termination or expiration of the Liquidity Facility, the Authority has furnished to the Trustee an agreement to extend the Liquidity Facility. Any drawing on a Liquidity Facility to pay the purchase price of any tendered Liquidity Facility Bonds in connection with a mandatory tender described in this Section 404(a) resulting from the delivery of an Alternate Liquidity Facility shall be made by drawing on the existing Liquidity Facility which is to be replaced by an Alternate Liquidity Facility. In the event of a drawing as described in the preceding sentence, the Trustee may not accept the Alternate Liquidity Facility and surrender the Liquidity Facility then in effect for cancellation until the existing Liquidity Facility Provider has honored such drawing.

(b) Section 404(d) of the 2016 Series D Resolution is amended and restated as follows:

(d) Notice to Holders. Any notice of Conversion given to the Holders pursuant to Sections 305(a)(ii) hereof shall, in addition to the requirements of such Section, state that the 2016 Series D Bonds are subject to mandatory tender for purchase on the Fixed Rate Conversion Date, specify the purchase price to be paid therefor upon such mandatory tender, and state that if such 2016 Series D Bonds are Liquidity Facility Bonds, the Liquidity Facility shall terminate on the fifth (5th) Business Day following the Fixed Rate Conversion Date with respect to the 2016 Series D Bonds being Converted. With respect to Liquidity Facility Bonds, upon receipt of notice from the Authority that the Liquidity Facility then in effect is to expire or be terminated without the provision of an Alternate Liquidity Facility, the Trustee shall give notice by first class mail to the Holders of such Liquidity Facility Bonds not less than fifteen (15) days prior to the effective date of such expiration or termination, stating as follows: (i) the effective date of such expiration or termination and (ii) that the 2016 Series D Bonds are subject to mandatory tender pursuant to Section 404(a) and the date for such mandatory tender. Any notice with respect to the delivery of an Alternate Liquidity Facility given to the Holders pursuant to Section 802 hereof, shall in addition to the requirements of such Section, state that the 2016 Series D Bonds bearing interest at a Variable Rate or Flexible Rate are subject to mandatory tender for purchase on the Business Day upon which an Alternate Liquidity Facility is to be substituted for the Liquidity Facility then in effect. The Trustee shall give notice by first-class mail to the Holders of the 2016 Series D

Bonds bearing interest at a Variable Rate or Flexible Rate not less than ten (10) days prior to the date on which the 2016 Series D Bonds are subject to tender for purchase as provided in Section 404(c) hereof, which notice shall state that the 2016 Series D Bonds are subject to mandatory tender for purchase pursuant to Section 404(c) hereof, the date for such mandatory tender and the purchase price to be paid on such date.

(c) Section 802(e) of the 2016 Series D Resolution is amended and restated as follows:

(e) Any other provisions of this 2016 Series D Resolution to the contrary notwithstanding, each Alternate Liquidity Facility delivered to the Trustee in accordance with this Section 802 must be for a term of at least one (1) year after the effective date of such Alternate Liquidity Facility (or until the stated maturity date of the 2016 Series D Bonds, if earlier).

302. Amendments to 2016 Series D Resolution to be effective on the date of delivery of the Initial Credit/Liquidity Facility. The 2016 Series D Resolution shall be amended and restated in the form attached hereto as Exhibit A.

ARTICLE IV
MISCELLANEOUS

401. Effective Date. Except as set forth below, the provisions of this 2016 Series D Supplemental Resolution shall take effect immediately. The amendments to the 2016 Series D Resolution set forth in Section 301 above shall take effect immediately upon the receipt of the written consents of the Trustee and the Existing Liquidity Provider to such amendments. The amendment and restatement of the 2016 Series D Resolution as set forth in Section 302 above shall take effect on the mandatory tender date of the 2016 Series D Bonds arising from the replacement of the Existing Liquidity Facility with the Initial Credit/Liquidity Facility, subject to the receipt of the written consent of (i) the Trustee and (ii) the Remarketing Agent, in its capacity as the Holder of all of the Outstanding 2016 Series D Bonds on such mandatory tender date.

Exhibit A

See attached Amended and Restated 2016 Series D Resolution

4827-6814-2259 v4 [9378-261]

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
AMENDED AND RESTATED SERIES RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF RENTAL HOUSING REVENUE BONDS, 2016 SERIES D
IN AN AMOUNT NOT TO EXCEED $55,220,000

March 26, 2020

WHEREAS, the Members of the Michigan State Housing Development Authority (hereinafter referred to as the "Authority"), by Resolution adopted November 15, 1990, as amended and supplemented (the "General Resolution"), have created and established an issue of Rental Housing Revenue Bonds; and

WHEREAS, the General Resolution authorizes the issuance of such Rental Housing Revenue Bonds in one or more Series pursuant to a Series Resolution authorizing the issuance and sale of such Series; and

WHEREAS, pursuant to the General Resolution, on July 27, 2016, the Members of the Authority adopted the Series Resolution Authorizing the Issuance and Sale of Rental Housing Revenue Bonds, 2016 Series D in an Amount Not To Exceed $55,220,000, which Members of the Authority amended and supplemented on March 26, 2020 (as amended and supplemented, the "2016 Series D Resolution"), authorizing the issuance and sale of a Series of Bonds designated "Rental Housing Revenue Bonds, 2016 Series D" (the "2016 Series D Bonds") to provide moneys to carry out the purposes of the Authority; and

WHEREAS, pursuant to a First Resolution Supplementing the 2016 Series D Resolution adopted by the Members of the Authority on March 26, 2020, the Authority has approved the amendment and restatement of the 2016 Series D Resolution as set forth below to permit the 2016 Series D Bonds to be supported by a direct pay letter of credit (the "Initial Credit/Liquidity Facility") which will provide (i) credit enhancement for the 2016 Series D Bonds bearing interest at the Weekly Rate and constitute a "Credit Facility" under the 2016 Series D Resolution and (ii) liquidity support for the 2016 Series D Bonds bearing interest at the Weekly Rate and constitute a "Liquidity Facility" under the 2016 Series D Resolution; and

WHEREAS, it is necessary to amend the 2016 Series D Resolution to direct the Trustee to submit drawings on the Initial Credit/Liquidity Facility as a Credit Facility to pay the principal of, and interest on the 2016 Series D Bonds when due in addition to drawing upon the Initial Credit/Liquidity Facility as a Liquidity Facility to pay the purchase price of any 2016 Series D Bonds tendered for purchase as provided in the 2016 Series D Resolution which have not been remarketed by the Remarketing Agent; and

WHEREAS, pursuant to Section 27(*l*) of the Act, the Authority proposes to delegate to the Executive Director, the Chief Financial Officer, the Deputy Director of Finance, the Director of Legal Affairs, the Deputy Director of Legal Affairs, the Chairperson or the Vice Chairperson of the Authority (each, together with any person duly appointed and acting in such capacity, hereinafter individually referred to as an "Authorized Representative") the power to determine certain terms

and conditions of the 2016 Series D Bonds (as hereinafter defined), subject to limits established herein and in the General Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Members of the Michigan State Housing Development Authority, that the 2016 Series D Resolution is amended and restated as follows:

ARTICLE I
AUTHORITY AND DEFINITIONS

101. 2016 Series D Resolution. This resolution (hereinafter referred to as the "Resolution" or the "2016 Series D Resolution") is adopted in accordance with the provisions of Article II of the General Resolution and pursuant to the authority contained in the Act.

102. Definitions. All terms which are defined in Section 103 of Article I of the General Resolution shall have the same meanings in this 2016 Series D Resolution including the preambles thereto. Any reference to a title or position at the Authority shall include any person duly appointed to act in such capacity. The following terms shall have the following meanings unless the context shall clearly indicate some other meaning:

"2016 Bonds" means, collectively, the 2016 Series A Bonds, the 2016 Series B Bonds, the 2016 Series C Bonds, the 2016 Series D Bonds and the 2016 Series E Bonds.

"2016 Series A Bonds" means the Bonds authorized by Article II of the 2016 Series A Resolution.

"2016 Series A Resolution" means the resolution authorizing the issuance and sale of the Authority's Rental Housing Revenue Bonds, 2016 Series A.

"2016 Series B Bonds" means the Bonds authorized by Article II of the 2016 Series B Resolution.

"2016 Series B Resolution" means the resolution authorizing the issuance and sale of the Authority's Rental Housing Revenue Bonds, 2016 Series B.

"2016 Series C Bonds" means the Bonds authorized by Article II of the 2016 Series C Resolution.

"2016 Series C Resolution" means the resolution authorizing the issuance and sale of the Authority's Rental Housing Revenue Bonds, 2016 Series C.

"2016 Series D Bonds" means the Bonds authorized by Article II of this Resolution.

"2016 Series E Bonds" means the Bonds authorized by Article II of the 2016 Series E Resolution.

"2016 Series E Resolution" means the resolution authorizing the issuance and sale of the Authority's Rental Housing Revenue Bonds, 2016 Series E.

"Agent Member" means a member of, or participant in, the Securities Depository.

"Alternate Credit Facility" means a replacement irrevocable direct-pay letter of credit issued by a commercial bank or other financial institution and delivered to or made available to the Trustee in accordance with Section 804 hereof for the purpose of paying the principal of and interest on the 2016 Series D Bonds when due; which replaces the Credit Facility then in effect, *provided, however*, that any amendment, extension or renewal of the Credit Facility then in effect for the purpose of extending the Expiration Date of such Credit Facility or modifying such Credit Facility pursuant to its terms shall not be deemed to be an Alternate Credit Facility for purposes of this Resolution.

"Alternate Liquidity Facility" means a line of credit, letter of credit, standby purchase agreement or similar liquidity facility which provides for the purchase of 2016 Series D Bonds upon their optional or mandatory tender in accordance with Article IV hereof and issued by a commercial bank or other financial institution and delivered to the Trustee in accordance with Section 802 hereof which replaces a Liquidity Facility then in effect; provided, however, that any amendment, extension or renewal of the Liquidity Facility then in effect for the purpose of extending the Expiration Date of such Liquidity Facility or modifying such Liquidity Facility pursuant to its terms shall not be deemed to be an Alternate Liquidity Facility for purposes of this Resolution.

"Applicable Spread" shall be the amount that, when added to or subtracted from the Index Rate Index, will result in the minimum Index Rate that, in the judgment of the Remarketing Agent (or upon the initial issuance of Index Rate Bonds, the Underwriter, as applicable), under then-existing market conditions, will result in the remarketing of such Index Rate Bonds on their Conversion Date or Purchase Date at a price equal to 100% of the principal amount thereof.

"Authorized Denominations" means those authorized denominations set forth in Section 205 hereof.

"Available Moneys" means, (a) if a Credit Facility is in effect, (i) moneys drawn under the Credit Facility which at all times since their receipt by the Trustee were held in a separate segregated account or accounts or subaccount or subaccounts in which no moneys (other than those drawn under the Credit Facility) were at any time held, (ii) moneys which have been paid to the Trustee by the Authority and have been on deposit with the Trustee for at least 124 days (or, if paid to the Trustee by an "affiliate," as defined in Bankruptcy Code §101(2), of the Authority, 366 days) during and prior to which no Event of Bankruptcy shall have occurred, (iii) any other moneys, if, in the opinion of nationally recognized counsel experienced in bankruptcy matters (which opinion shall be acceptable to each Rating Agency then rating the 2016 Series D Bonds), the application of such moneys will not constitute a voidable preference in the event of the occurrence of an Event of Bankruptcy, and (iv) investment earnings on any of the moneys

described in clauses (i), (ii) and (iii) of this definition; and (b) otherwise, "Available Moneys" means any moneys deposited with the Trustee.

"Bank Bonds" means 2016 Series D Bonds purchased with amounts made available under a Liquidity Facility in accordance with Section 401(e) hereof, but excluding 2016 Series D Bonds no longer considered to be Bank Bonds in accordance with the terms of the Liquidity Facility or Reimbursement Agreement, as applicable.

"Bank Rate" means the rate of interest on all Bank Bonds at any time as determined and calculated in accordance with the provisions of the related Liquidity Facility or Reimbursement Agreement, as applicable.

"Business Day" means any day except Saturday, Sunday or any day (i) on which banks located in the City of Detroit, Michigan, in the city in which the corporate trust office of the Trustee to which 2016 Series D Bonds must be surrendered for payment at maturity or redemption is located, the city in which the principal office of the Remarketing Agent, if any, is located, the city in which the office of any Liquidity Facility Provider at which payments under the Liquidity Facility are to be made is located, are required or authorized to close, or the office at which drawings under the Credit Facility must be presented are located are authorized by law or executive order to close, or (ii) on which the New York Stock Exchange is closed.

"Cede & Co." means Cede & Co., the nominee of DTC, or any successor nominee of DTC with respect to the 2016 Series D Bonds.

"Closing Date" means the date on which the 2016 Series D Bonds are issued and delivered to the Underwriter, or designee(s), in exchange for payment by the Underwriter therefor.

"Code" means the Internal Revenue Code of 1986, as amended, and regulations promulgated or proposed thereunder or under prior law applicable thereto.

"Conversion Date" means: (a) when used with respect to 2016 Series D Bonds being Converted to bear interest at a Fixed Rate, the Fixed Rate Conversion Date; (b) when used with respect to any Variable Rate Period after the Initial Period, the date on which a particular type of Variable Rate becomes effective for all or any portion of the 2016 Series D Bonds pursuant to Section 302 hereof and which is not immediately preceded by a day on which 2016 Series D Bonds bore interest at the same type of Variable Rate, except an automatic Conversion pursuant to Sections 301, 302(a)(ii), 302(d)(v), 302(e)(vii), 305(a)(iv)(A) and 407 hereof; (c) the date on which a Flexible Rate Period becomes effective for all or any portion of the 2016 Series D Bonds pursuant to Section 303 hereof following a Rate Period other than a Flexible Rate Period; and (d) the date any new Index Rate Period and Index Rate or Term Rate Period and Term Rate, as applicable, becomes effective, or the date any Conversion to an Index Rate or Term Rate becomes effective (or, with respect to notices, time periods and requirements in connection with the proceedings for such Conversion, the date on which it is proposed that such Conversion occur).

"Convert," "Converted" or "Conversion," as appropriate, means the conversion of the Rate Period of the 2016 Series D Bonds from the then current Rate Period to another Rate Period as herein described.

"Credit Facility" means the Initial Credit/Liquidity Facility and, upon the effectiveness of any Alternate Credit Facility, such Alternate Credit Facility. If there is a Credit Facility, the same instrument must be a Credit Facility and a Liquidity Facility hereunder. If no Credit Facility is then in effect, references herein to the Credit Facility shall be disregarded.

"Credit Facility Fund" means the fund by that name established pursuant to Section 603(c).

"Credit Provider" means the Initial Credit/Liquidity Provider and, upon the effectiveness of an Alternate Credit Facility, shall mean the bank or banks, insurance company or other financial institution or financial institutions or other entity that is then a party to the Credit Facility.

"Daily Rate Period" means the period of time during which the 2016 Series D Bonds bear interest at a Daily Rate.

"Daily Rate" means the rate of interest to be borne by the 2016 Series D Bonds as described in Section 302(b) hereof.

"DTC" means The Depository Trust Company, New York, New York and its successors and assigns.

"Event of Bankruptcy" means any of the following events:

(i) the Authority (or any other Person obligated, as guarantor or otherwise, to make payments on the 2016 Series D Bonds or under the Reimbursement Agreement, or an "affiliate" of the Authority as defined in Bankruptcy Code §101(2) but excluding a Credit Provider or a Liquidity Facility Provider) shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the Authority (or such other Person) or of all or any substantial part of their respective property, (b) commence a voluntary case under the Bankruptcy Code, or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(ii) a proceeding or case shall be commenced, without the application or consent of the Authority (or any other Person obligated, as guarantor or otherwise, to make payments on the 2016 Series D Bonds or under the Reimbursement Agreement, or an "affiliate" of the Authority as defined in Bankruptcy Code §101(2) but excluding a Credit Provider or a Liquidity Facility Provider) in any court of competent jurisdiction, seeking (a) the liquidation, reorganization, dissolution, winding up, or composition or adjustment of debts, of the Authority (or any such other Person), (b) the appointment of a Trustee, receiver, custodian, liquidator or the like of the Authority (or any such other Person) or of all or any substantial part of their respective property, or (c) similar relief in respect of the Authority (or any such other Person) under any law

relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts.

"Expiration Date" means (i) the date upon which a Credit Facility or a Liquidity Facility is scheduled to expire (taking into account any extensions of such Expiration Date) in accordance with its terms, (ii) the date upon which a Credit Facility or a Liquidity Facility terminates following voluntary termination by the Authority, or (iii) the date upon which a Credit Facility or a Liquidity Facility otherwise terminates in accordance of its terms.

"Failed Tender Date" means, for any 2016 Series D Bonds bearing interest at a Variable Rate, the date on which insufficient funds are available for the purchase of all such 2016 Series D Bonds tendered or deemed tendered and required to be purchased at the end of the Variable Rate Period as described in Section 407 hereof.

"Favorable Opinion of Bond Counsel" means an Opinion of Bond Counsel addressed to the Authority and the Trustee (with a copy and reliance letter to the Liquidity Facility Provider, if any) to the effect that the action proposed to be taken is authorized or permitted by this 2016 Series D Resolution and will not adversely affect the legality or validity of the 2016 Series D Bonds or the exclusion of interest on the 2016 Bonds from gross income for federal income tax purposes.

"Fixed Rate" means the rate, which may include a floating interest rate which is a function of LIBOR, if applicable, or a SIFMA index selected by the Authority, at which 2016 Series D Bonds shall bear interest from and including the applicable Fixed Rate Conversion Date to the maturity date thereof pursuant to Section 305 hereof.

"Fixed Rate Bonds" means the 2016 Series D Bonds during the time such 2016 Series D Bonds bear interest at a Fixed Rate.

"Fixed Rate Conversion Date" means each day on which all or any portion of the 2016 Series D Bonds are Converted to bear interest at a Fixed Rate pursuant to Section 305 hereof, which Fixed Rate Conversion Date shall be (a) in the event of Conversion from a Variable Rate Period, the Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is made, or (b) in the event of Conversion from a Flexible Rate Period, the Interest Payment Date on which interest is payable on all 2016 Series D Bonds being Converted to the Fixed Rate.

"Fixed Rate Period" means each period during which 2016 Series D Bonds bear interest at the Fixed Rate.

"Flexible Rate" means, when used with respect to any particular 2016 Series D Bond, the interest rate determined for each Flexible Rate Period (except the last day thereof) applicable thereto pursuant to Section 303 hereof.

"Flexible Rate Bonds" means the 2016 Series D Bonds during the time such 2016 Series D Bonds bear interest at a Flexible Rate.

"Flexible Rate Conversion Date" means each day on which all or any portion of the 2016 Series D Bonds bear interest at Flexible Rates which is immediately preceded by a day on which such 2016 Series D Bonds did not bear interest at Flexible Rates and which Flexible Rate Conversion Date shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is to be made.

"Flexible Rate Period" means each period during which a 2016 Series D Bond bears interest at a Flexible Rate.

"Index Agent" means the Trustee or such other Person as may be designated by the Authority to act as the Index Agent for the Trustee.

"Index Rate Bonds" means 2016 Series D Bonds bearing interest at the Index Rate.

"Index Rate" means the interest rate established from time to time pursuant to Section 302(e), provided, however, that in no event may the Index Rate exceed the Maximum Rate.

"Index Rate Continuation Notice" has the meaning given to that term in Section 302(e)(iv).

"Index Rate Conversion Date" means: (i) the Conversion Date on which the interest rate on any 2016 Series D Bonds shall be Converted to an Index Rate; or (ii) the date on which a new Index Rate Period is to be established.

"Index Rate Determination Date" means: (i) with respect to any 2016 Series D Bonds in an Index Rate Period where the Index Rate Index is the SIFMA Index, each Wednesday or, if any such Wednesday is not a Business Day, then the next preceding Business Day, such date being the same day the SIFMA Index is expected to be published or otherwise made available to the Index Agent; and if the SIFMA Index is published on a different day, such day will be the Index Rate Determination Date. The Index Rate so calculated will apply to the calendar week from and including the immediately succeeding Thursday to and including the following Wednesday; or

(ii) with respect to any 2016 Series D Bonds in an Index Rate Period where the Index Rate is a function of LIBOR, the LIBOR Index Rate Determination Date;

provided that, if the Authority specifies alternative dates as "Index Rate Determination Dates" for any 2016 Series D Bonds in the Pricing Notice delivered in connection with the Conversion of such 2016 Series D Bonds, "Index Rate Determination Date" shall mean the dates specified in such Pricing Notice.

"Index Rate Index" means, with respect to any 2016 Series D Bonds, the SIFMA Index; provided, that if the Authority obtains a Favorable Opinion of Bond Counsel, "Index Rate Index" shall mean such other index as is determined by the Authority in consultation with the Remarketing Agent at the commencement of an Index Rate Period in accordance with Section 302(e).

"Index Rate Period" means any period during which 2016 Series D Bonds bear interest at the Index Rate.

"Initial Credit/Liquidity Provider" means Bank of America, N.A., and its successors and assigns.

"Initial Credit/Liquidity Facility" means the irrevocable direct pay letter of credit issued by the Initial Credit/Liquidity Provider in favor of the Trustee pursuant to the Initial Reimbursement Agreement to provide credit enhancement and liquidity support for the 2016 Series D Bonds bearing interest in the Weekly Rate. The Initial Credit/Liquidity Facility shall constitute a Credit Facility and a Liquidity Facility under this 2016 Series D Resolution and all references to a "Credit Facility" and "Liquidity Facility" hereunder shall include the Initial Credit/Liquidity Facility.

"Initial Reimbursement Agreement" means the Reimbursement Agreement dated as of April 1, 2020, between the Authority and the Initial Credit/Liquidity Provider, as it may be amended or modified from time to time.

"Initial Period" means the period beginning on the Closing Date and extending to the date set forth in the Purchase Contract.

"Interest Coverage Requirement" means the following applicable interest coverages required to be in effect with respect to a Credit Facility or Liquidity Facility: (a) during the Initial Period and when the 2016 Series D Bonds bear interest or are to be Converted to bear interest at the Daily Rate, the Weekly Rate or the Flexible Rate (if the Flexible Rate Period is longer than 270 days in duration) – not less than 184 days' of interest at 12% on a 365 day year or such other minimum period specified by the Rating Agencies as necessary to obtain (or maintain) a specified rating on the 2016 Series D Bonds, (b) if the 2016 Series D Bonds are to be Converted to a Term Rate (if the Term Rate is 180 days or more in duration – not less than 184 days' of interest at 12% on a 360 day year consisting of twelve 30-day months or such other minimum period specified by the Rating Agencies as necessary to obtain (or maintain) a specified rating on the 2016 Series D Bonds, and (c) if the 2016 Series D Bonds are to be Converted to bear interest at the Flexible Rate (if the Flexible Rate Period is 270 days or less in duration) – not less than the actual number of days set to elapse in the Flexible Rate Period at 12% on a 365 day year or such other minimum period specified by the Rating Agencies as necessary to obtain (or maintain) a specified rating on the 2016 Series D Bonds.

"Interest Payment Date" means (a) when used with respect to 2016 Series D Bonds bearing interest at an Index Rate, (i) the first Business Day of each calendar month to which interest at such rate has accrued if the Index Rate Index is the SIFMA Index or based upon LIBOR for one-month, (ii) each April 1 and October 1 or each January 1, April 1, July 1 and October 1, if the Index Rate Index is based upon LIBOR for three-months as determined by the Authority in the Purchase Contract or a certificate delivered upon an Index Rate Conversion Date, or (iii) each April 1 and October 1, if the Index Rate Index is based upon LIBOR for six-months; (b) when used with respect to 2016 Series D Bonds bearing interest at a Daily Rate, a Weekly Rate or a Term Rate, each April 1 and October 1 and each mandatory tender date; (c) when used with respect to 2016 Series D Bonds bearing interest at a Fixed Rate, each April 1 and October 1 which is at least 120

days following a Fixed Rate Conversion Date; (d) when used with respect to any particular 2016 Series D Bond bearing interest at a Flexible Rate, the last day of each Flexible Rate Period applicable thereto (and each April 1 and October 1 during a Flexible Rate Period which is longer than 270 days in duration); (e) when used with respect to Bank Bonds, the dates specified in the Liquidity Facility or Reimbursement Agreement, as applicable; (f) each Conversion Date; and (g) when used with respect to any 2016 Series D Bond, its stated maturity date or the date on which it is earlier paid.

"Interest Rate" means a Daily Rate, Weekly Rate, Flexible Rate, Term Rate, Index Rate or Fixed Rate.

"Investment Company" means an investment company registered under the Investment Company Act of 1940, as amended.

"Letter of Credit" means an unconditional irrevocable letter of credit issued by a domestic or foreign bank which qualifies as a Cash Equivalent under the General Resolution, and which provides for a draw down in the full amount upon its expiration date at the option of the Authority in the absence of a renewal of such letter of credit or if the Authority does not deliver to the Trustee a replacement Letter of Credit.

"LIBOR" means the per annum rate (rounded, if necessary, to the nearest one-hundredth of one percent) for deposits in United States dollars for one month, three months or six months, as applicable, as defined by (a) the ICE Benchmark Administration ("ICE") or such other entity assuming the responsibility of ICE in calculating the London Inter-Bank Offered Rate in the event that ICE no longer does so, and (b) calculated by their appointed calculation agent and published, as such rate appears: (i) on the Reuters Monitor Money Rates Service page LIBOR01 (or a successor page on such service), or (ii) if such rate is not available, on such other information system that provides such information, in each case as of 11:00 a.m. (London, England time) on the LIBOR Index Rate Determination Date.

In the event that ICE or a successor indexing agent discontinues its administration and publication of the LIBOR and, as a result, LIBOR ceases to be published on Reuters Monitor Money Rates Service LIBOR01 Page (or any successor page on such service), the LIBOR Discontinuation Agent shall provide written notice (the "Discontinuation Notice") to the Authority and the Trustee designating (i) the last date on which the interest rate on the 2016 Series D Bonds shall be calculated on the basis of LIBOR (the "LIBOR Rate Discontinuation Date") and (ii) an alternative source and methodology for the determination of the variable rate on the 2016 Series D Bonds, which alternative source and methodology shall be determined in good faith by the LIBOR Discontinuation Agent. Such notice shall be given as soon as reasonably practicable. The alternative source and methodology designated by the LIBOR Discontinuation Agent shall become effective hereunder for the determination of the variable rate on the 2016 Series D Bonds on the first day following the LIBOR Rate Discontinuation Date, provided that the Authority has received a Favorable Opinion of Counsel with respect to the alternative source and methodology designated by the LIBOR Discontinuation Agent. In the event that the Authority has not received a Favorable Opinion of Counsel with respect to the alternative source and methodology designated by the LIBOR Discontinuation Agent, then the SIFMA Index and the related methodologies shall be

deemed to be the alternative source for the calculation of interest payable in respect of 2016 Series D Bonds which, by their terms, would otherwise bear interest at a LIBOR rate. In such event, a reference to LIBOR in any calculation of interest shall be disregarded for such purposes and replaced with a reference to 100% of the relevant SIFMA Index.

"LIBOR Discontinuation Agent" means the Remarketing Agent or such other agent selected by an Authorized Representative.

"LIBOR Index Rate Determination Date" means a date that is (a) two Business Days preceding the date of a Conversion to the Index Rate Period, (b) two Business Days preceding each Purchase Date during the Index Rate Period, (c) each Three-month LIBOR Index Rate Determination Date or (d) two Business Days preceding each Interest Payment Date during the Index Rate Period other than when the Index Rate is based upon LIBOR for three-months; provided, that if the Authority obtains a Favorable Opinion of Bond Counsel, "LIBOR Index Rate Determination Date" shall mean such other date as is determined by the Authority in consultation with the Remarketing Agent in accordance with Section 302(e).

"Liquidity Facility" means the Initial Credit/Liquidity Facility and, upon the effectiveness of any Alternate Liquidity Facility, such Alternate Liquidity Facility The same instrument may be a Liquidity Facility and a Credit Facility hereunder. If no Liquidity Facility is then in effect, references herein to the Liquidity Facility shall be disregarded.

"Liquidity Facility Bonds" means any 2016 Series D Bond (other than 2016 Series D Bonds bearing interest at a Fixed Rate) which the Authority designates as such in the Purchase Contract or pursuant to a notice delivered pursuant to Section 405 herein. As of the Restated Resolution Effective Date, "Liquidity Facility Bonds" shall mean all 2016 Series D Bonds bearing interest at the Weekly Rate.

"Liquidity Facility Provider" means the Initial Credit/Liquidity Provider and, upon the effectiveness of an Alternate Liquidity Facility, shall mean the commercial bank or other financial institution issuing (or having primary obligation, or acting as agent for the financial institutions obligated, under) a Liquidity Facility then in effect.

"Mandatory Credit/Liquidity Tender" means the mandatory tender of the 2016 Series D Bonds pursuant to Section 404(a) upon receipt by the Trustee of written notice from the Credit Provider or the Liquidity Facility Provider, as applicable, that (i) an event with respect to the Credit Facility or the Liquidity Facility has occurred which requires or gives such Credit Provider or Liquidity Facility Provider the option to terminate such Credit Facility or Liquidity Facility upon notice or (ii) the amount of an interest drawing under the Credit Facility will not be reinstated and directing the Trustee to call the Bonds for mandatory tender pursuant to Section 404(a). Mandatory Credit/Liquidity Tender shall not include circumstances, if any, where the Liquidity Facility Provider may suspend or terminate its obligations to purchase securities without notice, in which case there will be no mandatory tender.

"Maximum Rate" means (a) with respect to 2016 Series D Bonds other than Bank Bonds, 12% per annum and (b) with respect to Bank Bonds, the rate set forth in a Liquidity Facility or

Reimbursement Agreement, as applicable, not to exceed 25% per annum, provided, however, that in no event shall such rate in either case exceed the maximum rate permitted by applicable law.

"Non-Liquidity Remarketed Bonds" means, except as otherwise set forth in the Purchase Contract, any Variable Rate Bonds which the Authority designates as such pursuant to this Resolution or a notice delivered pursuant to and in accordance with Section 405 hereof.

"Non-Liquidity Remarketed Bonds Change Date" means the effective date on which any Liquidity Facility Bonds become Non-Liquidity Remarketed Bonds or any Non-Liquidity Remarketed Bonds become Liquidity Facility Bonds, as set forth in Section 405 hereof.

"One-Month LIBOR Index" means 70% of LIBOR for one month plus 0.10% or, if LIBOR for one month is not published or otherwise made available, 80% of the Treasury Rate plus 0.10%.

"Pricing Notice" shall mean, with respect to Term Rate Bonds or Index Rate Bonds, respectively, the written notice of an Authorized Representative delivered to the Trustee and the Remarketing Agent (i) at least two Business Days prior to the applicable Term Rate Conversion Date or the effective date of the new Term Rate Period in connection with a Conversion to or a continuation of a Term Rate Period, as the case may be, and (ii) at least five Business Days prior to the applicable Index Rate Conversion Date or effective date of the new Index Rate Period in connection with a Conversion to or a continuation of an Index Rate Period as the case may be.

"Principal Payment Date" means any date on which principal on the 2016 Series D Bonds is due and payable, whether at maturity, upon acceleration or upon redemption.

"Purchase Contract" means the contract of purchase between the Authority and the Underwriter with respect to the 2016 Series D Bonds.

"Purchase Date" means any date on which any 2016 Series D Bond is purchased pursuant to Article IV.

"Purchase Fund" means the fund established by Section 602.

"Rate Determination Date" means the date on which the interest rate for the Rate Period following each such Rate Determination Date is determined, as described in this Resolution.

"Rate Period" means a Daily Rate Period, a Weekly Rate Period, a Flexible Rate Period, an Index Rate Period, a Term Rate Period or a Fixed Rate Period.

"Record Date" means (a) with respect to any Interest Payment Date in respect of a 2016 Series D Bond during (i) the Initial Period or a Daily Rate Period, such Interest Payment Date, (ii) a Weekly Rate Period, Flexible Rate Period or Index Rate Period, the Business Day preceding such Interest Payment Date, and (b) with respect to a 2016 Series D Bond bearing interest at a Fixed Rate or Term Rate, the tenth day preceding such Interest Payment Date;

provided, however, if such Record Date is not a Business Day, then such Record Date shall be deemed to be the first Business Day following such Record Date.

"Reimbursement Agreement" means the Initial Reimbursement Agreement and, if an Alternate Credit Facility is issued, any reimbursement agreement, credit agreement, line of credit agreement, standby purchase agreement or other agreement relating to the Credit Facility and/or Liquidity Facility, by and between the Credit Provider and the Authority.

"Remarketing Agent" means BofA Securities, Inc. or such other remarketing agent selected by an Authorized Representative, or any successor remarketing agent appointed in accordance with Section 901 hereof and any permitted assignee or successor thereto. "Principal Office" of the Remarketing Agent means the office thereof designated in writing to the Authority and the Trustee.

"Remarketing Agreement" means one or more remarketing agreements dated as of the Closing Date, to be entered into by the Authority and the Remarketing Agent, as from time to time amended and supplemented with the consent of the Liquidity Facility Provider, if any. In the event that a successor remarketing agent is appointed pursuant to Section 901 hereof, "Remarketing Agreement" means the remarketing agreement between such successor remarketing agent and the Authority, as from time to time amended and supplemented.

"Restated Resolution Effective Date" means the effective date of this Amended and Restated 2016 Series D Resolution in accordance with the terms of Section 401 of the supplemental resolution relating to the 2016 Series D Resolution approved by the Authority on March 26, 2020.

"Securities Depository" means (i) DTC and its successors and assigns, if any, or (ii) any other securities depository which agrees to follow the procedures required to be followed by a securities depository in connection with the 2016 Series D Bonds and which is selected by the Authority as provided in Section 703(c).

"Security Arrangement" means an unconditional and irrevocable obligation of the Authority which (i) qualifies as a Cash Equivalent under the General Resolution, (ii) guarantees certain payments into the Capital Reserve Fund with respect to the Bonds as provided therein and subject to the limitations set forth therein, and (iii) is not subject to cancellation unless such cancellation would not cause the then-existing rating on the Bonds to be lowered or withdrawn.

"Serial Bonds" means the 2016 Series D Bonds, if any, which are redesignated as Serial Bonds as of any Fixed Rate Conversion Date as provided in Section 203 hereof.

"SIFMA" means the Securities Industry & Financial Markets Association (formerly the Bond Market Association) or any successor thereto.

"SIFMA Index" means, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by SIFMA or any Person acting in cooperation with

or under the sponsorship of SIFMA and effective from such date. If such index is not published or otherwise made available, the Index Rate Index to which the Applicable Spread will be applied shall be the One-Month LIBOR Index.

"S&P" means S&P Global Ratings, and its successors and assigns.

"Special Record Date" means the date and time established by the Trustee for determinations of which Holders shall be entitled to receive overdue interest on the 2016 Series D Bonds pursuant to Section 203(b)(iii) hereof.

"Stepped Rate" shall mean the rate or rates of interest applicable with respect to any 2016 Series D Bonds should insufficient funds be available to purchase such 2016 Series D Bonds in connection with a mandatory tender at the end of a Variable Rate Period during which such 2016 Series D Bonds are not supported by a Liquidity Facility, as specified by the Authority in the Pricing Notice delivered in connection with the Conversion of such 2016 Series D Bonds to a Variable Rate Period or with the continuation of a Variable Rate Period with respect to such 2016 Series D Bonds. If no Stepped Rate was specified in the Pricing Notice relating to the expiring Variable Rate Period for such 2016 Series D Bonds, and upon issuance with respect to the initial Rate Period for the 2016 Series D Bonds, the Stepped Rate shall be: (a) for the period from and including the Failed Tender Date to but excluding the ninetieth (90th) day thereafter a per annum interest rate equal to the Stepped Rate Index plus 2.50%; (b) for the period from and including the ninetieth (90th) day after the Failed Tender Date to but excluding the one hundred eightieth (180th) day after the Failed Tender Date, a per annum interest rate equal to the greater of (i) the Stepped Rate Index plus 5.00% or (ii) 7.50%; and (c) thereafter, the Maximum Rate; provided that the Stepped Rate shall never be less than the rate of interest applicable to such 2016 Series D Bonds on the Business Day prior to the Failed Tender Date. Notwithstanding anything to the contrary, the Stepped Rate shall never exceed the Maximum Rate.

"Stepped Rate Determination Date" means the applicable Failed Tender Date and each Wednesday thereafter or, if any such Wednesday is not a Business Day, then the next preceding Business Day, such date being the same day the SIFMA Index is expected to be published or otherwise made available to the Index Agent, and if the SIFMA Index is published on a different day, such day will be the Stepped Rate Determination Date. The Stepped Rate Index so calculated will apply to the calendar week from and including the immediately succeeding Thursday to and including the following Wednesday or, for the initial period, from the Failed Tender Date to and including the Wednesday following the Failed Tender Date, unless the Failed Tender Date is a Wednesday in which event such rate will be based on the SIFMA Index determined on the prior Wednesday and will only apply on the Failed Tender Date; provided that different Stepped Rate Determination Dates may be specified in the Pricing Notice relating to the establishment of a new Term Rate Period or Index Rate Period for any 2016 Series D Bonds. The Stepped Rate or Rates calculated on any Stepped Rate Determination Date shall apply to 2016 Series D Bonds as set forth in Section 308 herein.

"Stepped Rate Index" shall mean an index specified by the Authority in the Pricing Notice delivered in connection with the Conversion of 2016 Series D Bonds to a Variable Rate Period or with the continuation of a Variable Rate Period with respect to such 2016 Series D Bonds as

provided herein. If no Stepped Rate Index is specified in the Pricing Notice relating to the expiring Variable Rate Period for such 2016 Series D Bonds, and with respect to the Initial Period for the 2016 Series D Bonds, the Stepped Rate Index shall be the SIFMA Index.

"Surety Bond" or "Surety" means an unconditional and irrevocable reserve fund policy or surety bond which (i) qualifies as a Cash Equivalent under the General Resolution, (ii) guarantees certain payments into the Capital Reserve Fund with respect to the Bonds as provided therein and subject to the limitations set forth therein, and (iii) is not subject to cancellation by the provider.

"Term Bonds" means the 2016 Series D Bonds issued as Term Bonds as authorized under Section 203 hereof, which have not been redesignated as Serial Bonds.

"Term Rate" means the rate of interest on a 2016 Series D Bond specified herein for the initial Term Rate Period applicable to the 2016 Series D Bonds and thereafter the rate of interest established in accordance with Section 302(d).

"Term Rate Bonds" means the 2016 Series D Bonds during the time such 2016 Series D Bonds bear interest at a Term Rate.

"Term Rate Computation Date" means any Business Day during the period from and including the date of receipt of a notice from the Authority relating to a Conversion to a Term Rate for any 2016 Series D Bonds to and including the Business Day next preceding the proposed Term Rate Conversion Date.

"Term Rate Conversion Date" means: (i) the Conversion Date on which the interest rate on any 2016 Series D Bonds shall be Converted to a Term Rate; or (ii) the date on which a new Term Rate Period and Term Rate are to be established.

"Term Rate Continuation Notice" shall have the meaning given such term in Section 302(d)(ii).

"Term Rate Period" means any period during which any 2016 Series D Bonds bear interest at the Term Rate.

"Three-month LIBOR Rate Determination Date" means two Business Days prior to each January 1, April 1, July 1, and October 1.

"Treasury Rate" means the interest rate applicable to one-month United States Treasury bills determined by the Remarketing Agent on the basis of the average per annum discount rate at which such one-month Treasury bills shall have been sold at the most recent Treasury auction.

"Underwriter" means Merrill Lynch, Pierce, Fenner & Smith Incorporated or any other wholly-owned subsidiary of Bank of America Corporation to which all or substantially all of the Underwriter's municipal markets business may be transferred following the adoption of this Resolution.

"Variable Rate" means, as the context requires, the interest rate during the Initial Period or the Daily Rate, Weekly Rate, Term Rate or Index Rate applicable to 2016 Series D Bonds.

"Variable Rate Bonds" means the 2016 Series D Bonds during the time such 2016 Series D Bonds bear interest at a Variable Rate.

"Variable Rate Conversion Date" means each day (other than the Business Day immediately following the last day of the Initial Period) on which all or any portion of the 2016 Series D Bonds bear interest at a Variable Rate pursuant to Section 302(d), 302(e) or 302(f) hereof which is immediately preceded by a day on which such 2016 Series D Bonds did not bear interest at the same Variable Rate.

"Variable Rate Period" means each period during which 2016 Series D Bonds bear interest at a specific Variable Rate.

"Weekly Rate" means the interest rate to be determined for 2016 Series D Bonds on a weekly basis pursuant to Sections 203 and 302(c) hereof.

"Weekly Rate Conversion Date" means each day on which all or any portion of the 2016 Series D Bonds bear interest at a Weekly Rate pursuant to Section 302(d) or (e) hereof which is immediately preceded by a day on which such 2016 Series D Bonds did not bear interest at a Weekly Rate. The effective date of an automatic Conversion to the Weekly Rate pursuant to Section 302(a)(ii) hereof shall be deemed to be a Weekly Rate Conversion Date.

"Weekly Rate Period" means each period during which 2016 Series D Bonds bear interest at a Weekly Rate.

ARTICLE II
AUTHORIZATION OF 2016 SERIES D BONDS

201. Principal Amount, Designation and Series. A Series of Bonds is hereby authorized to be issued pursuant to the provisions of the General Resolution in an aggregate principal amount not to exceed $55,220,000, and shall be designated "*Rental Housing Revenue Bonds, 2016 Series D*."

202. Purpose. The 2016 Series D Bonds are being issued for the purposes of: (i) redeeming within 90 days of the Closing Date a portion of the Authority's outstanding Bonds, as set forth in the Purchase Contract (the "Prior Bonds"); and (ii) making a deposit to the Capital Reserve Fund (unless a Cash Equivalent is provided in lieu of such deposit, as provided below, or sufficient moneys are on deposit therein).

203. Interest Rates, Principal Amounts and Maturity Dates. (a) The 2016 Series D Bonds shall be dated and shall be issued on or before October 31, 2016, as determined by an Authorized Representative. The 2016 Series D Bonds shall be issued as interest bearing Bonds

and not as Capital Appreciation Bonds. All of the 2016 Series D Bonds shall be initially issued as Term Bonds which shall mature on any April 1 or October 1 in the years and principal amounts and shall bear interest as approved by an Authorized Representative, which approval shall be evidenced by execution of the Purchase Contract by any Authorized Representative. The 2016 Series D Bonds may remain as Term Bonds or become Serial Bonds or any combination of Serial Bonds and Term Bonds in connection with a Conversion of 2016 Series D Bonds to Fixed Rate Bonds which shall mature on any April 1 or October 1 in the years and principal amounts as approved by an Authorized Representative. The 2016 Series D Bonds shall bear interest at the Weekly Rate for the Initial Period as set forth in the Purchase Contract and thereafter shall bear interest at a Weekly Rate as set forth in the Purchase Contract determined as provided in Section 301 hereof. Interest shall be payable on the applicable Interest Payment Date.

(b) Subject to the further provisions of Article III hereof, each 2016 Series D Bond shall bear interest and be payable as to interest as follows:

(i) Each 2016 Series D Bond shall bear interest (at the applicable rate determined pursuant to Article III hereof) computed from (A) the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid, or (B) the last preceding Interest Payment Date to which interest has been paid (or the Closing Date if no interest thereon has been paid) in all other cases, and in either case (C) to and including the day (whether or not a Business Day) immediately preceding each Interest Payment Date on which interest is being paid.

(ii) Subject to the provisions of subparagraph (iii) below, the interest due on any 2016 Series D Bond on any Interest Payment Date shall be paid to the Holder of such 2016 Series D Bond as shown on the registration books kept by the Trustee as of the regular Record Date. The amount of interest payable on any Interest Payment Date shall be computed (A) on the basis of a 365- or 366-day year for the number of days actually elapsed with respect to the Initial Period and to a Flexible Rate Period, Daily Rate Period, Weekly Rate Period or an Index Rate Period during which the Index Rate Index is the SIFMA Index, (B) on the basis of a 360-day year consisting of twelve 30-day months with respect to a Term Rate Period or Fixed Rate Period, and (C) on the basis of a 360-day year for the actual days elapsed with respect to an Index Rate Period during which the Index Rate is a function of LIBOR.

(iii) If the funds available under the General Resolution are insufficient on any Interest Payment Date to pay the interest then due, the regular Record Date shall no longer be applicable with respect to the 2016 Series D Bonds. If sufficient funds for the payment of such overdue interest thereafter become available, the Trustee shall promptly establish a special interest payment date for the payment of the overdue interest and a Special Record Date (which shall be a Business Day) for determining the Holders entitled to such payments. Notice of such date so established shall be given by first-class mail by the Trustee to each Holder at least ten (10) days prior to the Special Record Date, but not more than thirty (30) days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date (which date shall be deemed to be an Interest Payment Date) to the Holder, as shown on the registration books kept by the Trustee as of the close of business on the Special Record Date.

(iv) All payments of interest on the 2016 Series D Bonds shall be paid to the persons entitled thereto pursuant to Section 203(b)(ii) or Section 203(b)(iii) hereof on the Interest Payment Date in immediately available funds.

(c) (i) Any Holder may elect to have the principal or Redemption Price of and interest on its 2016 Series D Bonds bearing interest at the rate effective during the Initial Period or at Daily, Weekly, Term, Index or Fixed Rates paid by wire transfer to a bank within the continental United States or deposited to a designated account that is maintained with the Trustee; provided, however, that such Holder shall have provided wire transfer instructions to the Trustee prior to the Interest Payment Date; provided further, that each such 2016 Series D Bond must be presented to the Trustee in order for the Holder to receive payment of principal or Redemption Price.

(ii) Interest accrued during any Flexible Rate Period shall be paid in immediately available funds, but only upon presentation and surrender of 2016 Series D Bonds to the Trustee, by wire transfer to a bank within the continental United States or direct deposit to a designated account that is maintained with the Trustee pursuant to directions given by the Holder to the Trustee on or prior to the Interest Payment Date.

(d) In making the determination with respect to interest rates and the maturities of the 2016 Series D Bonds, and the compensation to be paid to the Underwriter in connection with the issuance and sale of the 2016 Series D Bonds, the Authorized Representative making such determinations shall be limited as follows:

(i) The rate of interest on any 2016 Series D Bond shall not at any time exceed the Maximum Rate.

(ii) The rate of interest on any 2016 Series D Bond during the Initial Period shall not exceed a coupon rate of 5.00% per annum.

(iii) The compensation to be paid to the Underwriter in connection with the sale of the 2016 Bonds shall not be more than 1.00% of the original aggregate principal amount of the 2016 Bonds.

(iv) The schedule of maturities and the amount of each maturity for the 2016 Series D Bonds, taking into account the Redemption Requirements, if any, established pursuant to Section 501 hereof, shall be established in a manner that will permit the Authorized Representative to file the Cash Flow Statement required by Section 914 of the General Resolution.

(v) The final maturity of the 2016 Series D Bonds shall not be later than October 1, 2042.

(vi) The maximum amount of scheduled principal payments (adjusted for any previously scheduled Redemption Requirements) and Redemption Requirements due on any April 1 or October 1 (or, if the 2016 Series D Bonds are in a Flexible Rate Period and such April 1 or October 1 is not an Interest Payment Date, the Interest Payment Date immediately following such April 1 or October 1 in the case of Redemption Requirements) shall not exceed $4,000,000.

(e) Subject to the limitations set forth in subsection (d) above, scheduled principal payments and Redemption Requirements may be revised upon Conversion of all or any portion of the 2016 Series D Bonds to, Flexible Rates or a Fixed Rate pursuant to Sections 303 or 305 hereof to the extent and in the manner provided in the Purchase Contract.

204. [RESERVED]

205. Denominations, Numbers and Letters. (a) The 2016 Series D Bonds shall be issued as fully-registered bonds in the Authorized Denominations set forth in subsection (b) below. The 2016 Series D Bonds shall be lettered "D," and shall be numbered consecutively from 1 upwards, except that, in connection with any Conversion Date, the Authority may determine that the 2016 Series D Bonds for which such date is a Conversion Date should bear a new designation after such Conversion Date and, if it should so determine, the Authority shall advise the Trustee of the new designation. References in this 2016 Series D Resolution, unless the context requires otherwise, include 2016 Series D Bonds as redesignated pursuant to this Section 205.

(b) The 2016 Series D Bonds shall be issuable in fully-registered form, in denominations of (i) during a Variable Rate Period, $100,000 and any integral multiple of $5,000 in excess of $100,000, (ii) during a Flexible Rate Period, $100,000 and any integral multiple of $1,000 in excess of $100,000, and (iii) during a Term Rate Period or an Index Rate Period or on and after the Fixed Rate Conversion Date, $5,000 or integral multiples thereof (each "Authorized Denominations"); provided, however, that if as a result of a Conversion of 2016 Series D Bonds from a Term Rate Period or an Index Rate Period to a Daily Rate Period, Weekly Rate Period or Flexible Rate Period, it is not possible to deliver all the 2016 Series D Bonds required or permitted to be Outstanding in a denomination permitted above, 2016 Series D Bonds may be delivered, to the extent necessary, in different denominations. If the interest rate on the 2016 Series D Bonds is automatically Converted to a Weekly Rate, as provided in 302(a)(ii) hereof, 2016 Series D Bonds then Outstanding which were in Authorized Denominations immediately prior to such automatic Conversion shall be deemed to be temporarily in Authorized Denominations following such automatic Conversion.

(c) Each 2016 Series D Bond shall be dated as of the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid, and in all other cases the last preceding Interest Payment Date to which interest has been paid (or the Closing Date if no interest thereon has been paid).

206. Sale of 2016 Series D Bonds. An Authorized Representative is authorized to negotiate and execute the Purchase Contract on behalf of the Authority in substantially the form presented to this meeting, with such changes as are not materially adverse to the Authority, for purchase of the 2016 Series D Bonds at the price set forth therein (which shall not be less than 100% of the principal amount thereof) by the Underwriter. Approval of the Purchase Contract, and the purchase price set forth therein, shall be evidenced by the execution of the Purchase Contract by an Authorized Representative.

207. Liquidity Facility.

(a) For so long as any 2016 Series D Bonds are Liquidity Facility Bonds, payment of the Purchase Price of such Liquidity Facility Bonds shall be made pursuant to a Liquidity Facility delivered by a Liquidity Facility Provider, subject to Section 802. An Authorized Representative is authorized to select a Liquidity Facility Provider and to negotiate and execute the Liquidity Facility, if any, substantially in the form of a standby bond purchase agreement, line of credit or letter of credit previously approved by the Authority in connection with any Series of Bonds, with such changes in such document as may be necessary or desirable, permitted by the Act and otherwise by law, and are not materially adverse to the Authority, taking into account the benefits to be derived by the Authority from the issuance of the 2016 Series D Bonds, and subject to the following additional conditions:

(i) The initial annual fees to be paid in respect of the Initial Credit/Liquidity Facility shall not exceed 1.00% of the available commitment thereunder; provided, however, that such fees may be increased pursuant to the provisions of the Liquidity Facility.

(ii) The available commitment under the Liquidity Facility shall not exceed an amount equal to the sum of (A) the principal amount of the 2016 Series D Bonds and (B) the Interest Coverage Requirement with respect to such principal amount.

(b) Any Authorized Representative hereby is authorized to obtain any amendment to any Liquidity Facility in respect of 2016 Series D Bonds bearing interest at a Variable Rate or a Flexible Rate, and to execute and deliver the same.

(c) The initial annual fees to be paid in respect of any Alternate Liquidity Facility shall not exceed 3.00% of the available commitment thereunder; provided, however, that such fees may be increased in accordance with the provisions of such Alternate Liquidity Facility.

208. Credit Facility.

(a) For so long as 2016 Series D Bonds bearing interest at a Variable Rate are supported by a Credit Facility, payment of the principal and interest on the 2016 Series D Bonds shall be made pursuant to a Credit Facility delivered by a Credit Provider, subject to Section 804. If a Credit Facility supports 2016 Series D Bonds during a Variable Rate Period, such Credit Facility must support all 2016 Series D Bonds. As of the Restated Resolution Effective Date, the 2016 Series D Bonds shall bear interest at the Weekly Rate and shall be supported by the Initial Credit/Liquidity Facility. An Authorized Representative is authorized to select a Credit Provider and to negotiate and execute the Credit Facility (and/or related Reimbursement Agreement), if any, substantially in the form of an irrevocable direct pay letter of credit approved by the Authority in connection with the 2016 Series D Bonds, with such changes in such document as may be necessary or desirable, permitted by the Act and otherwise by law, and are not materially adverse to the Authority, taking into account the benefits to be derived by the Authority from the issuance of the 2016 Series D Bonds, and subject to the following additional conditions:

(i) The initial annual fees to be paid in respect of the Initial Credit/Liquidity Facility shall not exceed 1.00% of the available commitment thereunder; provided, however, that such fees may be increased pursuant to the provisions of such Credit Facility.

(ii) The available commitment under any Credit Facility shall not exceed an amount equal to the sum of (A) the principal amount of the 2016 Series D Bonds and (B) the Interest Coverage Requirement with respect to such principal amount.

(b) Any Authorized Representative hereby is authorized to obtain any amendment to any Credit Facility in respect of 2016 Series D Bonds bearing interest at a Variable Rate and to execute and deliver the same.

(c) The initial annual fees to be paid in respect of any Alternate Credit Facility shall not exceed 3.00% of the available commitment thereunder; provided, however, that such fees may be increased in accordance with the provisions of such Alternate Credit Facility.

ARTICLE III
INTEREST RATES ON 2016 SERIES D BONDS

301. Initial Interest Rate; Subsequent Rates. The 2016 Series D Bonds shall initially bear interest at the Weekly Rate. The initial Weekly Rate to be effective shall be determined as provided in the Purchase Contract. The Interest Rate borne by the 2016 Series D Bonds may be Converted from time to time to another type of Interest Rate as hereinafter provided. In the event of a failure to effect a proposed Conversion to another type of Interest Rate pursuant to Section 302, 303 or 305 hereof, the Interest Rate on the 2016 Series D Bonds to have been Converted shall be automatically Converted to a Weekly Rate and shall bear interest at the Weekly Rate set in accordance with Section 302(c) hereof from the date on which such Conversion was to have occurred, which date shall be deemed to be the first day of the Weekly Rate Period, if the Conversion was to have been made from a Variable Rate Period or a Flexible Rate Period.

302. Variable Rates; Conversion to Variable Rate Periods.

(a) Determination by Remarketing Agent. Except for the Initial Period and subject to the further provisions of this Article III with respect to particular Variable Rates or Conversions to or between Variable Rate Periods, the Variable Rate to be applicable to 2016 Series D Bonds during any Variable Rate Period shall be determined by the Remarketing Agent.

(i) In each case, subject to the provisions of Section 306 hereof, the Variable Rate for a Variable Rate Period in question shall be determined by the Remarketing Agent on the date or dates and at the time or times required pursuant to subsection (b) through (g) below, whichever is applicable.

(ii) Except for the interest rate during the Initial Period, each Variable Rate shall be determined by the Remarketing Agent as the lowest rate of interest which, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would permit the applicable 2016 Series D Bonds to be sold at a purchase price equal to one hundred percent (100%)

of the principal amount thereof plus any accrued interest thereon as of the effective date of such rate; provided, however, that if (i) the Remarketing Agent fails for any reason to determine the Variable Rate for any Variable Rate Period when required hereunder, (ii) there is no Remarketing Agent in place on the applicable Rate Determination Date, (iii) any Variable Rate fails to become effective, or (iv) a Variable Rate is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, then the Interest Rate on such 2016 Series D Bonds shall be automatically Converted to (or continue to bear interest at) a Weekly Rate; provided, further, that (i) if the 2016 Series D Bonds are Converted to the Weekly Rate as provided above, the Weekly Rate through the Tuesday following such Conversion shall be the applicable last interest rate in effect, and (ii) if the 2016 Series D Bonds continue to bear interest at a Weekly Rate as provided above, or if a Weekly Rate is not determined by the Remarketing Agent for two or more consecutive Weekly Periods, the Weekly Rate shall be the Maximum Rate. In the event the 2016 Series D Bonds are Converted to a Weekly Rate as provided in the immediately preceding sentence, the Trustee shall as soon as practicable send notice by first class mail to the Holders stating that such automatic Conversion has occurred, the effective date thereof, and the manner in which the Weekly Rate for such Weekly Rate Period is being determined.

(iii) In no event shall the Variable Rate for any Variable Rate Period exceed the Maximum Rate.

(iv) All determinations of Variable Rates shall be conclusive and binding upon the Authority, the Trustee and the Holders of the 2016 Series D Bonds. The Authority, the Trustee and the Remarketing Agent shall not be liable to any Holders for failure to give any notice required in this Section 302 or for failure of any Holders to receive any such notice.

(b) Daily Rates. A Daily Rate shall be determined for each Daily Rate Period as follows:

(i) The Daily Rate shall be effective for one day. Subject to the provisions of Section 302(a)(ii) hereof, each such Daily Rate shall be determined by the Remarketing Agent by 10:00 a.m., New York City time, on each Business Day. If the 2016 Series D Bonds bearing interest at a Daily Rate have not been subject to a Conversion, then the Daily Rate on a day that is not a Business Day shall be the Daily Rate determined on the preceding Business Day.

(ii) Subject to the provisions of Section 306 hereof, notice of each Daily Rate shall be given by the Remarketing Agent to the Authority and the Trustee by telephone or facsimile transmission (or electronic communication mutually acceptable to the parties) not later than the close of business on the same Business Day, and written notice of Daily Rates determined shall be given by the Remarketing Agent to the Authority and the Trustee on the Business Day prior to each Interest Payment Date on which interest at a Daily Rate or Daily Rates is required to be paid.

(iii) Subject to the provisions of Section 306 hereof, written notice of Daily Rates shall be given by the Trustee to the Liquidity Facility Provider, if any, and each Holder requesting such information within seven (7) Business Days after each Interest Payment Date on which interest at a Daily Rate or Daily Rates was paid.

(c) Weekly Rates. A Weekly Rate shall be determined for each Weekly Rate Period as follows:

(i) Weekly Rate Periods shall commence on Wednesday of each week and end on Tuesday of the following week, except that: (A) if a Weekly Rate Period is the Rate Period following the Initial Period for any 2016 Series D Bonds, such Weekly Rate Period shall commence on the day after the Initial Period and end on Tuesday of the following week; (B) in the case of a Conversion to a Weekly Rate Period from a different Variable Rate Period or from Flexible Rate Periods, such Weekly Rate Period shall commence on the last Interest Payment Date in respect of the immediately preceding Rate Period or Rate Periods and end on Tuesday of the following week; (C) in the case of a Conversion from a Weekly Rate Period to a different Rate Period, the last Weekly Rate Period prior to Conversion shall end on the last day immediately preceding the Conversion Date to the new Rate Period; (D) if a Weekly Rate Period occurs by virtue of the automatic Conversion to a Weekly Rate as provided in Section 301 or 302(a)(ii) hereof, such Weekly Rate Period shall commence on the effective date of such automatic Conversion; and (E) in the event a Weekly Rate Period is the final Rate Period with respect to a 2016 Series D Bond, such Weekly Rate Period shall end on the stated maturity date of the 2016 Series D Bond or the date of earlier payment thereof.

(ii) The Weekly Rate for each Weekly Rate Period shall be effective from and including the commencement date of such period and shall remain in effect through and including the last day thereof. Subject to the provisions of Section 302(a)(ii) hereof, each such Weekly Rate shall be determined by the Remarketing Agent by 11:00 a.m. New York City time on the commencement date of the Weekly Rate Period to which it relates (unless such day is not a Business Day, in which case, by 4:00 p.m. New York City time on the first Business Day preceding the commencement date of the Weekly Rate Period to which it relates).

(iii) Subject to the provisions of Section 306 hereof, notice of each Weekly Rate shall be given by the Remarketing Agent to the Authority and the Trustee by telephone or facsimile transmission (or electronic communication mutually acceptable to the parties) not later than the close of business on the first Business Day immediately preceding the commencement date of the Weekly Rate Period to which it relates, and written notice of Weekly Rates determined for each Weekly Rate Period shall be given by the Remarketing Agent to the Authority and the Trustee on the Business Day prior to each Interest Payment Date on which interest at a Weekly Rate or Weekly Rates is required to be paid.

(iv) Subject to the provisions of Section 306 hereof, written notice of Weekly Rates determined for each Weekly Rate Period shall be given by the Trustee to the Liquidity Facility Provider, if any, and each Holder requesting such information within seven (7) Business Days after each Interest Payment Date on which interest at a Weekly Rate or Weekly Rates was paid.

(d) Term Rates. A Term Rate shall be determined for each Term Rate Period as follows:

(i) If the Term Rate Period is the Rate Period following the Initial Period, the Term Rate Period shall commence on the Term Rate Conversion Date and end on a day that precedes a Business Day selected by the Authority that is a minimum of 180 days after the Term Rate Conversion Date, but in no event later than the maturity date of the applicable 2016 Series D Bonds. Upon such selection, such Business Day will be an Interest Payment Date for such Term Rate Bonds. The duration of the Term Rate Period and the Stepped Rate to be applicable to the Term Rate Bonds should insufficient funds be available for their purchase at the end of such Term Rate Period, shall be as specified in the Pricing Notice given with respect to the Conversion of any 2016 Series D Bonds to such Term Rate Period pursuant to Section 302(d)(iii) or with respect to any new Term Rate and Term Rate Period for 2016 Series D Bonds then bearing interest at a Term Rate pursuant to Section 302(d)(ii). With respect to each Term Rate Period except during the Initial Period, if applicable, subject to the provisions of Section 302(a)(ii) hereof, the Remarketing Agent shall set the Term Rate for the 2016 Series D Bonds by 5:00 p.m. New York City time, on the applicable Term Rate Computation Date. Upon a successful Conversion of any 2016 Series D Bonds to bear interest at the Term Rate from another Interest Rate pursuant to this Article III or the establishment of a new Term Rate Period and a new Term Rate for any Term Rate Bonds pursuant to Section 302(d)(ii), and until such Term Rate Bonds are successfully Converted to another Interest Rate, such 2016 Series D Bonds shall bear interest at a Term Rate.

(ii) Term Rate Continuation. The Authority may establish a new Term Rate Period and Term Rate for any Term Rate Bonds by delivery of a written notice consistent with the provisions of Section 302(d)(iii) (a "Term Rate Continuation Notice") to the Trustee, the Remarketing Agent and the applicable Liquidity Facility Provider, if any, for such Term Rate Bonds no less than thirty-one (31) days prior to the effective date of the new Term Rate Period along with a form of Favorable Opinion of Bond Counsel proposed to be delivered on the effective date of the new Term Rate Period in connection with the continuation of a Term Rate Period for the Term Rate Bonds. The effective date of the new Term Rate Period must be a Business Day on which such Term Rate Bonds are subject to optional redemption pursuant to Section 502(a) or a Business Day on which such 2016 Series D Bonds are subject to mandatory tender pursuant to the applicable provisions of Section 403(a). No later than two (2) Business Days prior to the effective date of such new Term Rate Period, the Authority shall deliver to the Trustee a Pricing Notice consistent with the provisions of Section 302(d)(iii) below. Each Term Rate Bond shall be subject to mandatory tender on the first day of the new Term Rate Period. No new Term Rate shall become effective unless a Favorable Opinion of Bond Counsel is delivered on (and as of) the first day of the new Term Rate Period and all such Term Rate Bonds are successfully remarketed in the new Term Rate Period at the new Term Rate on the first day of the new Term Rate Period.

(iii) Contents of Term Rate Continuation Notice; Pricing Notice. The Authority's Term Rate Continuation Notice must specify: (i) the proposed Term Rate Period; (ii) whether the Liquidity Facility then in effect, if any, will remain in effect; (iii) if a new Liquidity Facility will be in effect after the effective date of the new Term Rate Period and Term Rate; and (iv) the

expected ratings, if any, on such 2016 Series D Bonds following the establishment of a new Term Rate Period and Term Rate.

The Pricing Notice delivered in connection with a Conversion to or continuation of a Term Rate must specify: (1) the duration of the Term Rate Period, (2) the optional redemption provisions applicable to such Term Rate Bonds during such Term Rate Period, if any, and (3) the Stepped Rate to be applicable to such Term Rate Bonds should insufficient funds be available to purchase such Term Rate Bonds at the end of such Term Rate Period.

(iv) Notice to Holders. Subject to Section 306 hereof, upon receipt of a Term Rate Continuation Notice from an Authorized Representative, as soon as possible, but in any event not less than thirty (30) days prior to the first day of the proposed Term Rate Period, the Trustee shall give notice by first-class mail to the Holders of the affected Series of 2016 Series D Bonds, which notice shall state:

(A) in substance that a new Term Rate Period and Term Rate are to be established for such 2016 Series D Bonds on the applicable Term Rate Conversion Date if the conditions specified in this 2016 Series D Resolution (and generally described in such notice) are satisfied on or before such date;

(B) the first day of the new Term Rate Period;

(C) that the Authority has delivered to the Trustee the form of an Favorable Opinion of Bond Counsel proposed to be delivered to the Trustee in connection with the continuation of the Term Rate Period for the Term Rate Bonds;

(D) that a new Term Rate Period and Term Rate for such 2016 Series D Bonds shall not be established unless the Favorable Opinion of Bond Counsel referred to above is delivered to the Trustee on (and as of) the first day of the new Term Rate Period and all such 2016 Series D Bonds are successfully remarketed in the new Term Rate Period and at the new Term Rate on the first day thereof;

(E) the CUSIP numbers or other identification information of such 2016 Series D Bonds;

(F) that all affected 2016 Series D Bonds are subject to mandatory tender for purchase on the first day of the new Term Rate Period (whether or not the proposed new Term Rate Period becomes effective on such date, unless the 2016 Series D Bonds are not supported by a Liquidity Facility, then the 2016 Series D Bonds will be purchased only upon a successful remarketing at the new Term Rate) at the purchase price; and

(G) that, to the extent that there shall be on deposit with the Trustee on the first day of the new Term Rate Period an amount of money sufficient to pay the purchase price thereof, all such 2016 Series D Bonds not delivered to the Trustee on or prior to such date shall be deemed to have been properly tendered for purchase and shall cease to constitute or represent a right on behalf of the Holder thereof to the payment of principal thereof or interest thereon and shall represent and constitute only the right to payment of

the purchase price on deposit with the Trustee, without interest accruing thereon after such date.

(v) End of Term Rate. In the event the Authority fails to give a Term Rate Continuation Notice or a notice of Conversion with respect to Term Rate Bonds at the time required by this Section 302(d), as applicable, or if the conditions to the effectiveness of a new Term Rate Period and new Term Rate set forth in Section 302(d)(ii) or the conditions to Conversion to another Rate Period are not satisfied, including as a result of the Remarketing Agent failing to establish a Term Rate as herein provided, then on the day following the last day of the current Term Rate Period, a Weekly Rate Period shall automatically commence for such 2016 Series D Bonds; provided that, notwithstanding anything to the contrary herein, unless a Liquidity Facility is in effect with respect to such 2016 Series D Bonds, such 2016 Series D Bonds shall not be subject to optional tender pursuant to Section 401(a) and shall bear interest at a rate of interest equal to the Stepped Rate determined on each Stepped Rate Determination Date, subject to the provisions of Section 407(b).

(e) Index Rates.

(i) Upon a successful Conversion of any 2016 Series D Bonds to an Index Rate Period pursuant to Section 302 or upon a continuation of 2016 Series D Bonds in an Index Rate Period, and until such 2016 Series D Bonds are successfully converted to another Rate Period pursuant to this Article III, such 2016 Series D Bonds shall bear interest at the Index Rate applicable to such 2016 Series D Bonds, as determined by the Index Agent. Except as may be otherwise specified in a Pricing Notice, (A) the initial Index Rate for each Index Rate Period during which the Index Rate Index is the SIFMA Index, shall apply to the period commencing on the first day of such Index Rate Period and ending on the following Wednesday, unless such first day is a Wednesday, in which case the initial Index Rate will only apply to such first day and thereafter, each Index Rate shall apply to the period commencing on and including Thursday (whether or not a Business Day) to and including the following Wednesday, or (B) the initial Index Rate for each Index Rate Period during which the Index Rate Index is a function of LIBOR, shall apply to the period commencing on the first day of such Index Rate Period to and including the date preceding the next Interest Payment Date and thereafter, each Index Rate shall apply to the period commencing on and including the following Interest Payment Date to and including the date preceding the next Interest Payment Date.

The duration of the Index Rate Period, the Stepped Rate to be applicable to such 2016 Series D Bonds should insufficient funds be available for their purchase at the end of such Index Rate Period, the next Purchase Date, the Index Rate Index, the frequency with which the Index Rate will be recalculated, the Interest Payment Dates applicable to such 2016 Series D Bonds and any alternative Index Rate Determination Dates shall be as specified in the Pricing Notice given with respect to the Conversion of 2016 Series D Bonds to the Index Rate Period pursuant to this Article III or with respect to any new Index Rate and Index Rate Period for 2016 Series D Bonds then bearing interest at an Index Rate

(ii) Determination of Applicable Spread. The Index Rate for Index Rate Bonds shall be based on the Index Rate Index, which shall be designated by the Authority not less than five Business Days prior to a Conversion Date or Purchase Date. The Remarketing Agent shall

determine the Applicable Spread to be used in calculating the Index Rate on or before the Index Rate Determination Date preceding the Conversion Date or Purchase Date and such Applicable Spread shall be documented and communicated to the Trustee and the Authority in a manner that is of general practice and acceptable to the Authority and the Trustee (including, but not limited to a Remarketing Agreement, or such other similar contractual arrangement). The Remarketing Agent shall offer for sale and use its best efforts to sell such 2016 Series D Bonds on the Conversion Date at a price equal to 100% of the principal amount thereof, as provided herein and in the applicable Remarketing Agreement.

(iii) Calculation of Index Rate. The Index Rate for each Index Rate Bond shall be calculated on each Index Rate Determination Date (preceding the date on which such Index Rate is to become effective) by the Index Agent and shall be equal to: (A) the Index Rate Index on the Index Rate Determination Date, as determined by the Index Agent, plus (B) the Applicable Spread that was determined pursuant to the preceding paragraph, and such Index Rate shall be rounded upwards to the nearest one hundredth of one percent (0.01%). Upon Conversion to or continuation of an Index Rate Period, unless otherwise specified in the Pricing Notice, the Index Rate (as calculated from time to time pursuant to the Pricing Notice) shall apply to the period commencing on the Conversion Date or the Purchase Date and ending on such date as provided in Section 302(e)(i) above. Notwithstanding anything to the contrary in this Section, the Index Rate may be calculated by the Remarketing Agent, with the approval of the Authority, on any Business Day not more than sixty (60) Business Days nor less than two (2) Business Days prior to such Conversion Date; and thereafter, each Index Rate, as determined above, shall apply to the Index Rate Period as determined in Section 302(e)(i) above.

The Index Agent shall calculate the Index Rate for the Index Rate Bonds as provided above and shall furnish such Index Rate to the Trustee (if the Trustee is not also the Index Agent) and the Authority by electronic means no later than the Business Day next succeeding each Index Rate Determination Date. Upon the request of a Holder, the Trustee shall confirm by electronic means the Index Rate then in effect. In lieu of the notifications provided in the preceding sentences, the Trustee may make such information available by readily accessible electronic means.

The Trustee shall, as soon as available and by no later than the Business Day preceding each Interest Payment Date, notify the Authority in writing of the total amount of interest payable with respect to the Index Rate Bonds on such Interest Payment Date.

If the Index Agent shall fail to calculate an Index Rate for any reason, the determination of the applicable Index Rate shall be made by the Remarketing Agent at the direction of the Authority. The determination of any Index Rate by the Index Agent or, as aforesaid, the Remarketing Agent, at the direction of the Authority, shall be conclusive and binding upon the Authority, the Trustee, the Liquidity Facility Provider, if any, the Remarketing Agent, the Index Agent and the Holders.

(iv) Index Rate Continuation. The Authority may establish a new Index Rate Period and Index Rate for any Index Rate Bonds by delivery of a written notice consistent with the provisions of Section 302(e)(v) (an "Index Rate Continuation Notice") to the Trustee, the

Index Agent, the Remarketing Agent and the applicable Liquidity Facility Provider, if any, for such Index Rate Bonds no less than thirty-five (35) days prior to the effective date of the new Index Rate Period along with a form of Favorable Opinion of Bond Counsel proposed to be delivered on the effective date of the new Index Rate Period in connection with the continuation of an Index Rate Period for the Index Rate Bonds. The effective date of the new Index Rate Period must be a day on which such Index Rate Bonds are subject to optional redemption pursuant to Section 502(b) or a Business Day on which such 2016 Series D Bonds are subject to mandatory tender pursuant to the applicable provisions of Section 403(a). No later than five (5) Business Days prior to the effective date of such new Index Rate Period, the Authority shall deliver to the Trustee a Pricing Notice consistent with the provisions of Section 302(e)(v). Each Index Rate Bond shall be subject to mandatory tender on the first day of such new Index Rate Period. No new Index Rate shall become effective unless a Favorable Opinion of Bond Counsel is delivered on (and as of) the first day of the new Index Rate Period and all such Index Rate Bonds are successfully remarketed in the new Index Rate Period at the new Index Rate on the first day of the new Index Rate Period.

(v) Contents of The Index Rate Continuation Notice; Contents of Pricing Notice. The Authority's Index Rate Continuation Notice must specify: (i) the proposed Index Rate Period; (ii) whether the Liquidity Facility then in effect, if any, will remain in effect; (iii) if a new Liquidity Facility will be in effect after the effective date of the new Index Rate Period and Index Rate; and (iv) the expected ratings, if any, on such Index Rate Bonds following the establishment of a new Index Rate Period and Index Rate.

The Pricing Notice delivered in connection with a Conversion to or continuation of an Index Rate must specify: (1) the duration of the Index Rate Period, (2) the optional redemption provisions applicable to such Index Rate Bonds during such Index Rate Period, if any, (3) the Stepped Rate to be applicable to such Index Rate Bonds should insufficient funds be available to purchase such bonds at the end of such Index Rate Period, (4) the proposed next Purchase Date, if any, (5) the Index Rate Index, if other than the SIFMA Index, (6) the frequency with which the Index Rate shall be recalculated, (7) the proposed Interest Payment Dates applicable to such Index Rate Bonds while bearing interest in an Index Rate Period, and (8) alternative Index Rate Determination Dates and Stepped Rate Determination Dates, if any.

(vi) Notice to Holders. Upon receipt of an Index Rate Continuation Notice from an Authorized Representative, as soon as possible, but in any event not less than thirty (30) days prior to the first day of the proposed Index Rate Period, the Trustee shall give notice by first-class mail to the Holders of the affected Index Rate Bonds, the Index Agent (if the Trustee is not the Index Agent) and the Remarketing Agent, which notice shall state:

(A) in substance that a new Index Rate Period is to be established for such Index Rate Bonds on the applicable Index Rate Conversion Date if the conditions specified in this 2016 Series D Resolution (and generally described in such notice) are satisfied on or before such date;

(B) the first day of the new Index Rate Period;

(C) that the Authority has delivered to the Trustee the form of an Favorable Opinion of Bond Counsel proposed to be delivered to the Trustee in connection with the continuation of the Index Rate Period for the Index Rate Bonds;

(D) that a new Index Rate Period and Index Rate for such Index Rate Bonds shall not be established unless the Favorable Opinion of Bond Counsel referred to above is delivered to the Trustee on (and as of) the first day of the new Index Rate Period and all such Index Rate Bonds are successfully remarketed in the new Index Rate Period and at the new Index Rate on the first day thereof;

(E) the CUSIP numbers or other identification information of such Index Rate Bonds;

(F) that all affected Index Rate Bonds are subject to mandatory tender for purchase on the first day of the new Index Rate Period (whether or not the proposed new Index Rate Period becomes effective on such date, unless the 2016 Series D Bonds are not supported by a Liquidity Facility, then the 2016 Series D Bonds will be purchased only upon a successful remarketing at the new Index Rate) at the purchase price; and

(G) that, to the extent that there shall be on deposit with the Trustee on the first day of the new Index Rate Period an amount of money sufficient to pay the purchase price thereof, all such Index Rate Bonds not delivered to the Trustee on or prior to such date shall be deemed to have been properly tendered for purchase and shall cease to constitute or represent a right on behalf of the Holder thereof to the payment of principal thereof or interest thereon and shall represent and constitute only the right to payment of the purchase price on deposit with the Trustee, without interest accruing thereon after such date.

(vii) End of Index Rate. In the event the Authority fails to give an Index Rate Continuation Notice or a notice of Conversion, as applicable, with respect to Index Rate Bonds at the time required by this Section 302(e), as applicable, or if the conditions to the effectiveness of a new Index Rate Period and new Index Rate as herein provided or the conditions to Conversion to another Rate Period are not satisfied, then on the day following the last day of the current Index Rate Period, a Weekly Rate Period shall automatically commence for such 2016 Series D Bonds; provided that, notwithstanding anything to the contrary in the 2016 Series D Resolution, unless a Liquidity Facility is in effect with respect to such 2016 Series D Bonds, such 2016 Series D Bonds shall not be subject to optional tender pursuant to Section 401(a) and shall bear interest at a rate of interest equal to the Stepped Rate determined on each Stepped Rate Determination Date, subject to the provisions of Section 407(b).

(f) Conversions Between Variable Rate Periods. Following the Initial Period, all or any portion of the 2016 Series D Bonds may be Converted from one Variable Rate Period to another Variable Rate Period at the election of the Authority and the consent of the Liquidity Facility Provider (which consent shall not be unreasonably withheld), if any, as follows:

(i) In any such case, the Conversion Date to a different Variable Rate Period shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is to be made.

(ii) If after the Conversion Date, the 2016 Series D Bonds are to be Liquidity Facility Bonds, it is a condition to each such Conversion that a Liquidity Facility be in place and that the interest component of the Liquidity Facility after such Conversion be at least equal to the applicable Interest Coverage Requirement.

(iii) [RESERVED]

(iv) The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider, the Credit Provider, if any, and the Remarketing Agent not less than twenty (20) days prior to the proposed Conversion Date. Such notice shall specify the proposed Conversion Date and the Variable Rate Period to which the Conversion will be made, the principal amount of 2016 Series D Bonds to be Converted, and the Rate Periods from which 2016 Series D Bonds to be Converted shall be selected by the Trustee as directed by the Authority (to the extent the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto). Together with such notice, the Authority shall file with the Remarketing Agent, the Liquidity Facility Provider, if any, the Credit Provider, if any, and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion from one Variable Rate Period to another Variable Rate Period. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider, the Credit Provider, if any, and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date.

(v) Not less than fifteen (15) days prior to the Conversion Date, the Trustee shall mail (by first class mail) a written notice, prepared by the Authority, of the Conversion to the Holders of the 2016 Series D Bonds to be Converted. Such notice shall state that such 2016 Series D Bonds are subject to mandatory tender for purchase at par plus accrued interest to, but not including, the Conversion Date.

(vi) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be determined by the Remarketing Agent in the manner provided in subsection (a) above on the date set forth in subsection (b) through (e) above, whichever is applicable to the Variable Rate Period to which the Conversion shall be made.

(g) Conversions to Variable Rate Period from Flexible Rate Periods. All or any portion of the 2016 Series D Bonds may be Converted from Flexible Rate Periods to a Variable Rate Period at the election of the Authority, as follows:

(i) The Conversion Date shall be a day which is the last Interest Payment Date on which interest is payable for all Flexible Rate Periods theretofore established pursuant to Section 303 hereof for the 2016 Series D Bonds being so Converted.

(ii) The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider, the Credit Provider, if any, and the Remarketing Agent no fewer than twenty (20) days prior to the proposed Conversion Date. Such notice shall specify the proposed Conversion Date, the Variable Rate Period to which the Conversion will be made, the principal amount of the 2016 Series D Bonds to be Converted and the Rate Periods from which the 2016 Series D Bonds shall be Converted. If only a portion of the 2016 Series D Bonds bearing interest in any Rate Period is to be Converted, then the Trustee shall select the 2016 Series D Bonds to be Converted from such Rate Periods specified in such notice (to the extent that the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto). Together with such notice, the Authority shall file with the Remarketing Agent, the Liquidity Facility Provider, the Credit Provider, if any, and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of the Flexible Rate Bonds to Variable Rate Bonds. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider, the Credit Provider, if any, and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date. The Trustee shall give notice of Conversion to the Holders of the 2016 Series D Bonds to be Converted not less than fifteen (15) days prior to the Conversion Date in the manner prescribed by Section 302(f)(v) hereof. Notwithstanding the foregoing, however, no Conversion shall be effected unless, prior to the date on which such notice is required to be given by the Trustee, the Trustee shall have received written confirmation from the Remarketing Agent to the effect that it has not established and will not establish any Flexible Rate Periods extending beyond the Conversion Date for 2016 Series D Bonds which are to be Converted.

(iii) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be established and notice thereof shall be given in the same manner as is provided for Conversions from one Variable Rate Period to another pursuant to subsection 302(f)(vi) above.

(iv) If after the Conversion Date the 2016 Series D Bonds are to be Liquidity Facility Bonds it is a condition to each such Conversion that a Liquidity Facility be in place and that the interest component of the Liquidity Facility after such Conversion be at least equal to the applicable Interest Coverage Requirement.

303. Flexible Rates; Conversions To Flexible Rate Periods from Variable Rate Period.

(a) Flexible Rates. A Flexible Rate for each Flexible Rate Period shall be determined as follows: The Flexible Rate Period for each 2016 Series D Bond bearing interest at a Flexible Rate shall be of such duration not exceeding 1,092 days, as may be offered by the Remarketing Agent and specified by the purchaser pursuant to Section 402 or 403 hereof; provided, however, that if the Remarketing Agent has received notice of a Conversion to a Variable or Fixed Rate Period, no Flexible Rate Period for 2016 Series D Bonds which are to be Converted shall extend past the Conversion Date, and any 2016 Series D Bond may bear interest at a Flexible Rate for a Flexible Rate Period different from any other 2016 Series D Bond; provided, however, that each such Flexible Rate Period shall (A) commence on a Business Day (initially, the Flexible Rate Conversion Date) and (B) end on a day which is a Business Day that is no later than the

aforementioned Conversion Date, the maturity date or date of earlier payment thereof. Not later than 11:30 a.m., New York City time, on the first day of each Flexible Rate Period, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all 2016 Series D Bonds bearing interest at Flexible Rates required to be purchased on such date. In remarketing the 2016 Series D Bonds, the Remarketing Agent shall offer and accept purchase commitments for the 2016 Series D Bonds for such Flexible Rate Periods and at such Flexible Rates as it deems to be advisable in order to minimize the net interest cost on the 2016 Series D Bonds during the time that the 2016 Series D Bonds bear interest at Flexible Rates, taking into account prevailing market conditions; provided, however, that the foregoing shall not prohibit the Remarketing Agent from accepting purchase commitments for longer Flexible Rate Periods (and at higher Flexible Rates) than are otherwise available at the time of any remarketing if the Remarketing Agent determines that, taking into account prevailing market conditions, a lower net interest cost on the 2016 Series D Bonds can be achieved over the longer Flexible Rate Period; provided, further, that for each 2016 Series D Bond, the Flexible Rate for each Flexible Rate Period shall be the lowest rate which, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would result in the market value of such 2016 Series D Bond being equal to the principal amount thereof on the effective date of such rate. The Flexible Rate Period and the Flexible Rate for each Flexible Rate Period shall be determined by the Remarketing Agent not later than 1:00 p.m., New York City time, on the first day of such Flexible Rate Period and shall be provided to the Authority and the Trustee in writing by the close of business on the same day. Subject to the provisions of Section 306, notice of the Flexible Rate Period and the Flexible Rate shall be given by the Trustee by first class mail to each Holder and to the Liquidity Facility Provider, if any, upon its request as soon as practicable after such Flexible Rate Period and Flexible Rate are determined. All determinations of Flexible Rates and Flexible Rate Periods by the Remarketing Agent shall be conclusive and binding upon the Authority, the Trustee and the Holders of the 2016 Series D Bonds. In no event shall any Flexible Rate exceed the Maximum Rate.

(b) Conversions to Flexible Rate Periods from Variable Rate Periods. All or any portion of the 2016 Series D Bonds may be Converted from any Variable Rate Period to a Flexible Rate Period at the election of the Authority and the consent of the Liquidity Facility Provider (which consent shall not be unreasonably withheld), if any, as follows:

(i) In any such case, the Conversion Date shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is to be made;

(ii) If after the Conversion Date the 2016 Series D Bonds are to be Liquidity Facility Bonds, it is a condition to each such Conversion that a Liquidity Facility be in place and that the interest component of the Liquidity Facility after such Conversion be at least equal to the applicable Interest Coverage Requirement.

(iii) The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider, if any, and the Remarketing Agent not less than twenty (20) days prior to the proposed Conversion Date, specifying the proposed Conversion Date, the principal amount of 2016 Series D Bonds to be Converted, and the Rate Periods from which the 2016 Series D Bonds shall be Converted. If only a portion of the 2016 Series D Bonds bearing interest in any Rate Period is to be Converted, then the Trustee shall select the 2016 Series D

Bonds to be Converted from such Rate Periods specified in such notice (to the extent that the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto). Together with such notice, the Authority shall file with the Remarketing Agent, the Liquidity Facility Provider, if any, and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of the Variable Rate Bonds to Flexible Rate Bonds. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider, if any, and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date.

(iv) Subject to the provisions of Section 306, not less than fifteen (15) days prior to the Conversion Date, the Trustee shall mail (by first class mail) a written notice of the Conversion (prepared and furnished to the Trustee by the Authority) to the Holders of the 2016 Series D Bonds to be Converted, specifying the Conversion Date and setting forth the matters required to be stated pursuant to Section 302(f)(iv) above.

304. [Reserved]

305. Fixed Rate; Conversion to Fixed Rate Period. All or any portion of the 2016 Series D Bonds bearing interest at Variable Rates or Flexible Rates may be Converted to bear interest at Fixed Rates to their final maturity, provided that, the Authority shall have received a letter from the Rating Agency, if any, then maintaining a rating on the Bonds to the effect that the proposed Conversion will not adversely affect the then existing rating on the Bonds then bearing interest at Fixed Rates. Any such Conversion shall be made as follows and subject to the following conditions:

(a) Conversion From Variable Rate Period or Flexible Periods. The Fixed Rate Conversion Date shall be any date selected by the Authority. The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider, if any, and the Remarketing Agent not less than thirty (30) days prior to the proposed Conversion Date. Such notice shall specify the Fixed Rate Conversion Date, the principal amount of the 2016 Series D Bonds to be Converted, and, to the extent that the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto, the Rate Periods from which the 2016 Series D Bonds to be Converted shall be selected by the Trustee and the revised schedule of maturities and Redemption Requirements, if any, for the 2016 Series D Bonds to be Converted, as contemplated by Section 203(e). Together with such notice, the Authority shall file with the Remarketing Agent, the Liquidity Facility Provider, if any, and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of the Variable Rate Bonds or Flexible Rate Bonds, as the case may be, to Fixed Rate Bonds. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider, if any, and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date.

(i) The Remarketing Agent shall determine the Fixed Rates for 2016 Series D Bonds to be Converted from any Rate Period, which shall be the lowest rate of interest for each

maturity which, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would permit the applicable 2016 Series D Bonds to be sold at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus any accrued interest thereon as of the effective date of such rate. The Authority may, at its discretion, elect to cause the Fixed Rate to be an indexed floating interest rate which is a function of LIBOR or an index of the SIFMA selected by the Authority and effective from the Fixed Rate Conversion Date to and including the applicable maturity date. In the event the Authority elects to cause the Fixed Rate to be such an indexed floating interest rate, the Authority shall so notify the Remarketing Agent, and the Fixed Rate shall be lowest interest rate that is a function of LIBOR or such index of the SIFMA selected by the Authority for each maturity plus an applicable spread, if any, which, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would permit the applicable 2016 Series D Bonds to be sold at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus any accrued interest thereon as of the effective date of such rate.

(ii) Notice of Conversion shall be given by first class mail by the Trustee to the Holders of the 2016 Series D Bonds to be Converted not less than fifteen (15) days prior to the Fixed Rate Conversion Date. Such notice shall be prepared and furnished to the Trustee by the Authority and shall inform the Holders of:

(A) the proposed Fixed Rate Conversion Date; and

(B) the matters required to be stated pursuant to Section 404 hereof with respect to purchases of 2016 Series D Bonds governed by such Section.

(iii) Except as provided in subparagraph (i) above, not later than 12:00 p.m., New York City time, on the Business Day prior to a Fixed Rate Conversion Date, the Remarketing Agent shall determine the Fixed Rate for the applicable 2016 Series D Bonds and shall provide such Fixed Rates in writing to the Authority and the Trustee prior to the close of business on the same day.

(iv) Any Conversion to a Fixed Rate pursuant to this Section 305(a) shall be subject to the following conditions:

(A) If a proposed Conversion to a Fixed Rate fails to occur for any reason after the Trustee has given notice to the Bondholders pursuant to Section 305(a)(ii) hereof, the interest rate on the 2016 Series D Bonds to have been Converted shall be automatically Converted to a Weekly Rate as set forth in the last sentence of Section 301 hereof. The Trustee shall promptly notify such Holders of such failed Conversion and the effect thereof. If a proposed Conversion to a Fixed Rate fails to occur for any reason, but the Trustee has not given notice to the Holders of the 2016 Series D Bonds to have been Converted pursuant to Section 305(a)(ii) hereof, such 2016 Series D Bonds shall continue to bear interest at the last effective Variable Rate if the Conversion was to have been made from a Variable Rate Period, or at Flexible Rates if the Conversion was to have been made from Flexible Rate Periods.

(B) The determination of one or more Fixed Rates pursuant to this Section shall be conclusive and binding upon the Authority, the Trustee and the Holders of the 2016 Series D Bonds.

(C) In no event shall any Fixed Rate exceed the Maximum Rate.

(D) Immediately prior to such Conversion there shall be on deposit in the Capital Reserve Fund an amount equal to the Capital Reserve Fund Requirement, taking into account the 2016 Series D Bonds then bearing interest or being Converted to bear interest at Fixed Rates.

(E) The Liquidity Facility, if any, relating to 2016 Series D Bonds to be Converted to bear interest at a Fixed Rate shall terminate not earlier than the applicable Fixed Rate Conversion Date; however, the Liquidity Facility, if any (including any extensions or substitutions thereof) shall automatically terminate with respect to the 2016 Series D Bonds being so Converted on the Business Day following the effective date of the Conversion to Fixed Rates.

306. No Liability for Failure of Notice. The Authority, the Trustee and the Remarketing Agent shall not be liable to any Holders for failure to give any notice required by Section 302, 303 or 305 hereof or for failure of any Holders to receive any such notice.

307. Bank Bonds. Each Bank Bond shall bear interest for each day it is a Bank Bond on the principal amount thereof at the Bank Rate determined and payable in accordance with the Liquidity Facility or Reimbursement Agreement, as applicable, from the related Purchase Date of such Bank Bond until the principal amount of such Bank Bond is paid. Notwithstanding any other provision of this 2016 Series D Resolution, the interest on each Bank Bond shall be payable to the applicable Liquidity Facility Provider by wire transfer in immediately available funds on each Interest Payment Date, on the date of any redemption or remarketing thereof and on the date that any Alternate Liquidity Facility becomes effective in accordance with Section 802 hereof. In no event shall the Bank Rate exceed the Maximum Rate. The principal amount of each Bank Bond shall be subject to mandatory redemption as provided in Section 504 hereof.

308. Stepped Rate Calculation; Weekly Rate Period Rate. The Index Agent shall calculate the Stepped Rate to be applicable to any Variable Rate Bonds on each Stepped Rate Determination Date and furnish such calculations to the Trustee. The Trustee will furnish the Stepped Rate calculations to the Authority by electronic means on each Stepped Rate Determination Date. The initial Stepped Rate with respect to Variable Rate Bonds shall be applicable to such Variable Rate Bonds during the period from and including the Failed Tender Date to and including the following Wednesday (unless the Failed Tender Date is a Wednesday, in which event the initial rate will only apply to such Wednesday) and, thereafter, the Stepped Rate with respect to a Variable Rate Bond will apply for each calendar week, unless a change in spread occurs within a calendar week, until such Variable Rate Bond is purchased. The Index Agent's calculations of the Stepped Rate or Rates for any calendar week shall reflect any applicable changes in the Stepped Rate that, by definition, will occur during such period, including any applicable changes in the spread to be applied to the Stepped Rate Index.

Notwithstanding anything to the contrary in the 2016 Series D Resolution, including Section 302(c) hereof, in a Weekly Rate Period during which 2016 Series D Bonds bear interest at the Stepped Rate, the rate of interest applicable to such 2016 Series D Bonds during each calendar week shall be the Stepped Rate, calculated as set forth in this Section 308, including any applicable changes in the actual rate of interest that occur during such calendar week as reflected in such calculations.

309. No Partial Conversion of Rate Period While Credit Facility in Effect. Notwithstanding anything contained herein to the contrary, so long as a Credit Facility supports 2016 Series D Bonds, no partial conversion of the 2016 Series D Bonds to a different Rate Period is permitted and any election by the Authority to convert to a different Rate Period must apply to all outstanding 2016 Series D Bonds.

ARTICLE IV
TENDER AND PURCHASE OF BONDS

401. Optional Tenders During Variable Rate Periods.

(a) Purchase Dates. Subject to the provisions of Sections 409 and 411 hereof, on and after the Business Day immediately following the last day of the Initial Period, the Holders of Liquidity Facility Bonds bearing interest at Daily or Weekly Rates may elect to have their Liquidity Facility Bonds (or portions thereof in Authorized Denominations) purchased at a purchase price equal to 100% of the principal amount of such Liquidity Facility Bonds (or portions), plus, if the applicable Purchase Date is other than an Interest Payment Date for such Liquidity Facility Bonds, accrued interest, if any, on the following Purchase Dates and upon the giving of the following telecopy, telex or written notices meeting the further requirements of subsection (b) below:

(i) Liquidity Facility Bonds (or portions) bearing interest at Daily Rates may be tendered for purchase at a price payable in immediately available funds on any Business Day prior to Conversion from a Daily Rate Period to a different Rate Period upon delivery of a written notice of tender to the Trustee and the Remarketing Agent not later than 10:30 a.m. New York City time, on the Purchase Date; and

(ii) Liquidity Facility Bonds (or portions) bearing interest at Weekly Rates may be tendered for purchase at a price payable in immediately available funds on any Business Day prior to Conversion from a Weekly Rate Period to a different Rate Period upon delivery of a written notice of tender to the Trustee and the Remarketing Agent not later than 5:00 p.m. New York City time, on any Business Day that is not fewer than seven (7) days prior to the Purchase Date.

(b) Notice of Optional Tender. Each notice of tender:

(i) shall be delivered to the Trustee at its corporate trust office in St. Paul, Minnesota or at such other office of the Trustee designated in a notice given by the Trustee to the Holders of the Liquidity Facility Bonds and be in form satisfactory to the Trustee, and shall also be

delivered to the Remarketing Agent at 745 7th Avenue, 2nd Floor, New York, New York 10019 Attn: Rommel Medina;

(ii) shall state (A) the principal amount of the Liquidity Facility Bond (or portion) and the certificate number of the Liquidity Facility Bond to which the notice relates, (B) that the Holder irrevocably demands purchase of such Liquidity Facility Bond or a specified portion thereof in an Authorized Denomination, (C) that if a portion of a Liquidity Facility Bond is to be purchased, the remaining portion of the Liquidity Facility Bond after such purchase will be in an Authorized Denomination, (D) the date on which such Liquidity Facility Bond or portion is to be purchased, and (E) payment instructions with respect to the purchase price; and

(iii) shall automatically constitute (A) an irrevocable offer to sell the Liquidity Facility Bond (or portion thereof) to which the notice relates on the Purchase Date at a price equal to the principal amount of such Liquidity Facility Bond (or portion thereof) plus, if the applicable Purchase Date is other than an Interest Payment Date for such Liquidity Facility Bonds, any interest thereon accrued and unpaid as of the Purchase Date, (B) an irrevocable authorization and instruction to the Trustee to effect transfer of such Liquidity Facility Bond (or portion thereof) upon payment of such price to the Trustee on the Purchase Date, (C) an irrevocable authorization and instruction to the Trustee to effect the exchange of the Liquidity Facility Bond to be purchased in whole or in part for other Liquidity Facility Bonds in an equal aggregate principal amount so as to facilitate the sale of such Liquidity Facility Bond (or portion thereof to be purchased), (D) an agreement to deliver such Liquidity Facility Bond to the Trustee at or before the time required by Section 401(e) (vi) hereof, and (E) an acknowledgment that such Holder will have no further rights with respect to such Liquidity Facility Bond (or portion thereof) upon payment of the purchase price thereof to the Trustee on the Purchase Date, except for the right of such Holder to receive such purchase price upon surrender of such Liquidity Facility Bond to the Trustee and that after the Purchase Date such Holder will hold any undelivered Liquidity Facility Bond as custodian for the Trustee. The determination of the Trustee as to whether a notice of tender has been properly delivered pursuant to the foregoing shall be conclusive and binding upon the Holder.

(c) Liquidity Facility Bonds to be Remarketed. Not later than 11:00 a.m., New York City time, on the date of receipt of any notice of tender in the case of Liquidity Facility Bonds bearing interest at a Daily Rate and in all other cases on the second Business Day immediately following the date of receipt of any notice of tender, the Trustee shall notify, by telephone promptly confirmed in writing, in the case of a Daily Rate, and in writing in all other cases, the Authority, the Remarketing Agent and the Liquidity Facility Provider, of the principal amount of Liquidity Facility Bonds (or portions thereof) to be purchased and the date of purchase.

(d) Remarketing of Tendered Variable Rate Bonds. Subject to and in accordance with the provisions of the Remarketing Agreement, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all Liquidity Facility Bonds or portions thereof for which notice of tender has been received by the Trustee and the Remarketing Agent pursuant to Section 401(b)(i) above. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price for tendered Liquidity Facility Bonds by the Remarketing Agent to the Trustee (in exchange for new registered Liquidity Facility Bonds) in immediately available funds at or before 11:00 a.m., New York City time (or confirmation of the transfer of such funds at or before

11:00 a.m., New York City time) on the Purchase Date, in the case of Liquidity Facility Bonds bearing interest at Variable Rates. If moneys representing the proceeds of the remarketing of tendered Liquidity Facility Bonds are not paid by the Remarketing Agent to the Trustee by the times specified in the immediately preceding sentence, the Trustee shall use its best efforts to promptly notify the Liquidity Facility Provider, by telephone (promptly confirmed in writing). Notwithstanding the foregoing, the Remarketing Agent shall not sell any Liquidity Facility Bond as to which a notice of Conversion (A) from one type of Variable Rate Period to another, (B) to Flexible Rate Periods, or (C) to a Fixed Rate Period has been given by the Trustee, unless the Remarketing Agent has advised the person to whom the sale is made of the proposed Conversion.

(e) Purchase and Delivery of Tendered Liquidity Facility Bonds.

(i) Notice. The Remarketing Agent shall give notice by telephone (promptly confirmed in writing), telegram, telecopy, telex or other similar communication to the Trustee of the principal amount of tendered Liquidity Facility Bonds which were remarketed. Such notice shall be given at the following time: (i) at or before 11:30 a.m. New York City time, on the Purchase Date in the case of tendered Liquidity Facility Bonds bearing interest at Daily Rates; and (ii) for Liquidity Facility Bonds bearing interest at Weekly Rates, at or before 3:00 p.m., New York City time, on the Business Day immediately preceding the date fixed for purchase. Promptly upon receipt of any notice described in the immediately preceding sentence, the Trustee shall use its best efforts to notify the Liquidity Facility Provider, if any, by telephone (promptly confirmed in writing) of the principal amount of tendered Liquidity Facility Bonds which it has been advised by the Remarketing Agent were not remarketed. Except with respect to Liquidity Facility Bonds bearing interest at Daily Rates, at or before 3:00 p.m., New York City time, on the Business Day prior to the Purchase Date to the extent known to the Remarketing Agent, but in any event no later than 11:45 a.m., New York City time, on the date fixed for purchase, the Remarketing Agent shall give notice to the Trustee by telephone (promptly confirmed in writing) of the names, addresses and taxpayer identification numbers of the purchasers, the denominations of Liquidity Facility Bonds to be delivered to each purchaser and, if available, payment instructions for regularly scheduled interest payments, or of any changes in any such information previously communicated.

(ii) Sources of Payments. The Remarketing Agent shall cause to be paid to the Trustee on the date fixed for purchase of tendered Liquidity Facility Bonds, all amounts representing proceeds of the remarketing of such Liquidity Facility Bonds, such payments to be made in the manner and at the time specified in subsection 401(d) above. If such amounts are not sufficient to pay the purchase price of tendered Liquidity Facility Bonds, the Trustee shall thereupon draw upon the Liquidity Facility in an amount and in sufficient time to deliver or cause to be delivered (A) immediately available funds in an amount equal to such deficiency prior to 3:00 p.m., New York time, on the date set for purchase of tendered Liquidity Facility Bonds bearing interest at Daily Rates, and (B) immediately available funds in an amount equal to such deficiency prior to 3:00 p.m. New York City time, on the date set for purchase of tendered Liquidity Facility Bonds bearing interest at Weekly Rates. If the proceeds of such draw on the Liquidity Facility are not available, such deficiency may be funded by moneys furnished by the Authority to the Trustee. All moneys received by the Trustee and described in (A), (B) and (C) of subparagraph (iii) below shall be deposited by the Trustee in the Purchase Fund to be used solely for the payment of the purchase price of tendered Liquidity Facility Bonds and shall not be deposited in the General

Receipts Fund, shall not be invested and shall not be commingled with other funds held by the Trustee, and each category of such moneys shall be deposited in a separate and segregated account within the Purchase Fund not commingled one with another.

(iii) Payments by the Trustee. At or before 3:30 p.m., New York City time, on the date set for purchase of tendered Liquidity Facility Bonds and upon receipt by the Trustee of 100% of the aggregate purchase price of the tendered Liquidity Facility Bonds, the Trustee shall pay the purchase price of such Liquidity Facility Bonds to the Holders thereof who have tendered their Liquidity Facility Bonds for payment. Such payments shall be made in immediately available funds. The Trustee shall apply in order of priority (A) moneys paid to it by the Remarketing Agent as proceeds of the remarketing of such Liquidity Facility Bonds by the Remarketing Agent, (B) moneys representing proceeds of a drawing by the Trustee under the Liquidity Facility, if any, to pay the purchase price of tendered Liquidity Facility Bonds, and (C) other moneys furnished by the Authority. If sufficient funds are not available for the purchase of all tendered Liquidity Facility Bonds, no purchases shall be consummated, all as further set forth in Section 406 and 407 hereof. Any funds remaining in the Purchase Fund after giving effect to this Section 401(e)(iii) shall be applied as provided in Section 602(b).

(iv) Registration and Delivery of Tendered or Purchased Liquidity Facility Bonds. On the date of purchase, the Trustee shall register and deliver or cancel, as set forth in (C) below, all Liquidity Facility Bonds purchased on any Purchase Date as follows: (A) Liquidity Facility Bonds purchased or remarketed by the Remarketing Agent shall be registered and made available to the Remarketing Agent in accordance with the instructions of the Remarketing Agent; (B) Liquidity Facility Bonds purchased with moneys representing proceeds of a drawing by the Trustee under a Liquidity Facility shall be registered in the name of the Liquidity Facility Provider and held by the Trustee for the account of the Liquidity Facility Provider or at the direction of the Liquidity Facility Provider, delivered to the Liquidity Facility Provider; provided, however, such Liquidity Facility Bonds need not be delivered to the Trustee and registered in the name of the Liquidity Facility Provider if (1) DTC or its nominee, Cede & Co., is the registered owner of all the Liquidity Facility Bonds and (2) the Liquidity Facility Provider's or the Liquidity Facility Provider's nominee's beneficial ownership of such Liquidity Facility Bonds is appropriately recorded by DTC on its books; and (C) Liquidity Facility Bonds purchased with moneys furnished to the Trustee by the Authority, shall, at the direction of the Authority, either be cancelled or delivered to the Authority. Any Liquidity Facility Bonds held by or for the account of the Authority are not entitled to the benefit of a Liquidity Facility.

(v) Resale of Bank Bonds. Subject to and in accordance with the provisions of the Remarketing Agreement, unless otherwise directed by the Liquidity Facility Provider in accordance with the Liquidity Facility, the Remarketing Agent shall use its best efforts to find purchasers for Bank Bonds purchased with funds drawn under the Liquidity Facility. If any Bank Bonds are subsequently remarketed, the Trustee shall register such Liquidity Facility Bonds in such names and deliver them to such new Holders as shall have been specified to the Trustee by the Remarketing Agent or the Liquidity Facility Provider; provided, however, that no Bank Bonds will be delivered to the purchaser thereof until the Liquidity Facility Provider has notified the Trustee in writing that the amount available under the Liquidity Facility has been reinstated in an amount equal to the unreimbursed amount of the drawing on the Liquidity Facility, the proceeds of

which were used to purchase such Bank Bonds. The proceeds received by the Trustee from the remarketing of Bank Bonds shall be paid by the Trustee to the Liquidity Facility Provider. The Trustee is authorized to release Bank Bonds when it has received (A) remarketing proceeds in an amount equal to the unreimbursed amount of the drawing on the Liquidity Facility plus any accrued interest thereon at the Bank Rate, the proceeds of which were used to purchase such Bank Bonds, and (B) written notification from the Liquidity Facility Provider that the Liquidity Facility has been reinstated in an amount equal to the amount of the drawing on the Liquidity Facility, the proceeds of which were used to purchase such Bank Bonds.

(vi) Delivery of Liquidity Facility Bonds; Effect of Failure to Surrender Liquidity Facility Bonds. All Liquidity Facility Bonds to be purchased on any date shall be required to be delivered to the corporate trust office of the Trustee in St. Paul, Minnesota or at such other office of the Trustee designated in a written notice given by the Trustee to the Holders of the Liquidity Facility Bonds at or before 12:00 noon, New York City time, on the Purchase Date in the case of Liquidity Facility Bonds bearing interest at Daily or Weekly Rates. If the Holder of any Liquidity Facility Bond (or portion thereof) that is subject to purchase pursuant to this Section fails to deliver such Liquidity Facility Bond to the Trustee for purchase on the Purchase Date, and if the Trustee is in receipt of the purchase price therefor, such Liquidity Facility Bond (or portion thereof) shall nevertheless be deemed purchased on the day fixed for purchase thereof and ownership of such Liquidity Facility Bond (or portion thereof) shall be transferred to the purchaser thereof as provided in subsection (e)(iv) above. Any Holder who fails to deliver such Liquidity Facility Bond for purchase shall have no further rights thereunder except the right to receive the purchase price thereof, and interest accrued to the Purchase Date, upon presentation and surrender of said Liquidity Facility Bond to the Trustee.

402. Tender During Flexible Rate Periods.

(a) Purchase Dates. Each 2016 Series D Bond bearing interest at a Flexible Rate shall be subject to mandatory tender for purchase on the last day of each Flexible Rate Period applicable to such 2016 Series D Bond at a purchase price equal to 100% of the principal amount thereof. Payment shall be made upon presentation of such 2016 Series D Bond by the Holder to the Trustee at or before 12:00 noon, New York City time, on the last day of the Flexible Rate Period in exchange for payment of the purchase price equal to 100% of the principal thereof and payment of accrued interest, both in immediately available funds by 2:00 p.m. of the same Business Day. Each subsequent Flexible Rate Period and mandatory tender date for a 2016 Series D Bond shall be established on the date of purchase of such 2016 Series D Bond as hereinafter provided. The Holder of any 2016 Series D Bond bearing interest at a Flexible Rate and tendered for purchase as provided in this Section 402(a) shall provide the Trustee with payment instructions for the purchase price of its 2016 Series D Bond and accrued interest upon tender thereof to the Trustee. During the Flexible Rate Period, the 2016 Series D Bonds are not subject to tender at the option of the Holder.

(b) Remarketing of Tendered Flexible Rate Bonds. Subject to and in accordance with the provisions of the Remarketing Agreement, not later than 11:30 a.m., New York City time, on each Purchase Date, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all 2016 Series D Bonds bearing interest at Flexible Rates required to be purchased

on such date. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price of tendered 2016 Series D Bonds by the Remarketing Agent to the Trustee in immediately available funds at or before 12:00 p.m., New York City time, on the Purchase Date. In remarketing the 2016 Series D Bonds, the Remarketing Agent shall offer and accept purchase commitments for the 2016 Series D Bonds for such Flexible Rate Periods and at such Flexible Rates as it deems to be advisable in order to minimize the net interest cost on the 2016 Series D Bonds taking into account prevailing market conditions; provided, however, that the foregoing shall not prohibit the Remarketing Agent from accepting purchase commitments for longer Flexible Rate Periods (and at higher Flexible Rates) than are otherwise available at the time of any remarketing if the Remarketing Agent determines that, taking into account prevailing market conditions, a lower net interest cost on the 2016 Series D Bonds can be achieved over the longer Flexible Rate Period. Notwithstanding the foregoing, a Flexible Rate Period may be established for any period up to 1,092 days, provided that, if the Remarketing Agent has given or received notice of any Conversion to a Variable or Fixed Rate Period, no Flexible Rate Period shall expire later than the Conversion Date, and if a Liquidity Facility is in effect, no Flexible Rate Period shall expire later than the fifth (5th) Business Day prior to the expiration date of the Liquidity Facility unless the Liquidity Facility is being replaced by an Alternate Liquidity Facility under circumstances not requiring a mandatory tender for purchase pursuant to Section 404 hereof. The terms of any sale by the Remarketing Agent shall provide for the authorization of the payment of the purchase price by the Remarketing Agent to the Trustee in immediately available funds in exchange for 2016 Series D Bonds registered in the name of the new Holder delivered by the Trustee to the Remarketing Agent at or before 1:30 p.m., New York City time, on the Purchase Date, either by making such 2016 Series D Bonds available to be picked up by the Remarketing Agent at the Trustee's window or by delivery to the Remarketing Agent at an address furnished to the Trustee by the Remarketing Agent, at the option of the Remarketing Agent. Such payment by the Remarketing Agent pursuant to authorization shall be made no later than 2:00 p.m., New York City time, on such date.

(c) Purchase and Delivery of Tendered Flexible Rate Bonds. The provisions of Section 401(e) shall apply to tenders pursuant to this Section 402, provided that for the purpose of so applying such provisions:

(i) the notices required pursuant to Section 401(e)(i) shall be given on the date of purchase at or before (A) 11:30 a.m., New York City time, in the case of the notice from the Remarketing Agent as to the principal amount of 2016 Series D Bonds remarketed for which they will transfer funds to the Trustee, provided that such notice shall be given only in the event that the Remarketing Agent has failed to remarket 2016 Series D Bonds and shall specify the principal amount of 2016 Series D Bonds which the Remarketing Agent has failed to remarket (and in the absence of such notice the Trustee may conclusively assume that the Remarketing Agent has remarketed all 2016 Series D Bonds to be purchased on such date and will transfer such remarketing proceeds to the Trustee) and the Trustee shall use its best efforts to promptly notify the Liquidity Facility Provider, if any, by telephone (promptly confirmed in writing) of the principal amount of Bonds which it has been advised the Remarketing Agent has failed to remarket, and (B) 12:00 p.m., New York City time, in the case of the notice from the Remarketing Agent providing information concerning the purchasers of the 2016 Series D Bonds;

(ii) the manner and time of payment of remarketing proceeds shall be as specified in subsection 402(b) above;

(iii) all payments to tendering Holders shall be paid in immediately available funds at or before 2:00 p.m. New York City time, on the Purchase Date (but only upon presentation of such 2016 Series D Bond or Bonds);

(iv) the deliveries of 2016 Series D Bonds under Section 402(a) shall be required to be made at or before 12:00 noon, New York City time, on each Purchase Date; and

(v) if the Holder of any 2016 Series D Bond bearing interest at a Flexible Rate fails to deliver such 2016 Series D Bond to the Trustee for purchase on the last day of the Flexible Rate Period, and if the Trustee is in receipt of the purchase price therefor, such 2016 Series D Bond shall nevertheless be deemed purchased on the day fixed for purchase thereof and ownership of such 2016 Series D Bond shall be transferred to the purchaser thereof as provided herein, and such former Holder shall have no further rights thereunder except the right to receive the purchase price thereof and accrued interest thereon to the last day of such Flexible Rate Period upon presentation and surrender of said 2016 Series D Bond to the Trustee.

403. Mandatory Tender Upon Variable or Flexible Rate Conversion.

(a) Conversions to Variable Rate Periods. On any Variable Rate Conversion Date pursuant to Section 302(d), 302(e) or 302(f) hereof, 2016 Series D Bonds to be Converted from Flexible Rate Periods to a Variable Rate Period or from any Variable Rate Period to a different type of Variable Rate Period (other than 2016 Series D Bonds to be Converted to a Weekly Rate pursuant to Section 301 or 302(a)(ii) hereof) are subject to mandatory tender for purchase on the Conversion Date at a purchase price equal to the principal amount thereof plus, if the applicable Purchase Date is other than an Interest Payment Date for such 2016 Series D Bonds, any accrued interest thereon to the Purchase Date, without premium.

(b) Conversion to Flexible Rate Periods. On any Flexible Rate Conversion Date pursuant to Section 303(b) hereof, the 2016 Series D Bonds are subject to mandatory tender for purchase on the applicable Conversion Date at a purchase price equal to the principal amount thereof plus, if the applicable Purchase Date is other than an Interest Payment Date for such 2016 Series D Bonds, any accrued interest thereon to the Purchase Date.

(c) Notice to Holders. Any notice of a Conversion Date given to Holders pursuant to Section 302(d)(iv), 302(e)(vi) or 303(b)(iv), hereof shall, in addition to the requirements of such Section, state (i) whether the 2016 Series D Bonds to be Converted will be subject to mandatory tender for purchase on the Conversion Date, (ii) if the 2016 Series D Bonds are subject to such mandatory tender, the time at which 2016 Series D Bonds are to be tendered for purchase and the requirements of such tender, and (iii) if the 2016 Series D Bonds are subject to such mandatory tender, the purchase price for the 2016 Series D Bonds.

(d) Remarketing. Subject to and in accordance with the provisions of the Remarketing Agreement, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for such 2016 Series D Bonds. The terms of any sale by the Remarketing Agent shall provide for

the payment of the purchase price of tendered 2016 Series D Bonds by the Remarketing Agent to the Trustee in immediately available funds, at or before 1:00 p.m., New York City time, on the Conversion Date.

(e) Purchase and Delivery of Tendered 2016 Series D Bonds. The provisions of Section 401(e) hereof shall apply to tenders pursuant to this Section 403 with respect to 2016 Series D Bonds bearing interest at Variable Rates; provided, however, that for the purpose of applying such provisions:

(i) the notices required pursuant to Section 401(e)(i) shall be given as therein described;

(ii) the manner and time of payment of remarketing proceeds referred to in Section 401(e) (ii) shall be as specified in subsection (d) above;

(iii) all payments to tendering Holders referred to in Section 401(e) (iii) shall be made in immediately available funds; and

(iv) the deliveries of 2016 Series D Bonds under Section 401(e) (vi) shall be required to be made at or before 12:00 noon, New York City time, on the Conversion Date.

The provisions of Section 402(c) hereof shall apply to tenders pursuant to this Section 403 with respect to 2016 Series D Bonds bearing interest at Flexible Rates.

404. Mandatory Tender Upon Termination, Cancellation, Replacement or Expiration of Liquidity Facility or Credit Facility, Mandatory Credit/Liquidity Tender or Upon Fixed Rate Conversion.

(a) Mandatory Tender for Purchase upon Termination, Cancellation, Replacement or Expiration of Liquidity Facility or Credit Facility; Mandatory Credit/Liquidity Tender. If at any time 2016 Series D Bonds shall cease to be subject to purchase pursuant to the Liquidity Facility or the Credit Facility then in effect as a result of (i) the termination, cancellation, replacement or expiration of the term, as extended, of that Liquidity Facility or Credit Facility, including but not limited to termination at the option of the Authority in accordance with the terms of such Liquidity Facility or Credit Facility, or (ii) the occurrence of a Mandatory Credit/Liquidity Tender, then the 2016 Series D Bonds shall be purchased or deemed purchased at a purchase price equal to the principal amount thereof plus, if the applicable Purchase Date is other than an Interest Payment Date for such 2016 Series D Bonds, any accrued interest thereon to the Purchase Date. Any purchase of the Bonds pursuant to this Section 404(a) shall occur: (1) on the fifth Business Day preceding any such expiration or termination of such Liquidity Facility or Credit Facility without replacement by an Alternate Liquidity Facility or an Alternate Credit Facility or as a result of a Mandatory Credit/Liquidity Tender, and (2) on the proposed date of the replacement of a Liquidity Facility or a Credit Facility with an Alternate Liquidity Facility or Alternate Credit Facility, respectively, is to become effective. In the case of any replacement of an existing Liquidity Facility or Credit Facility, the existing Liquidity Facility or Credit Facility will be drawn upon to pay the purchase price, if necessary, rather than the Alternate Liquidity Facility or the Alternate

Credit Facility. No mandatory tender pursuant to this Section 404(a) will be effected upon the replacement of a Liquidity Facility or a Credit Facility in the case where the Liquidity Facility Provider or the Credit Provider is failing to honor conforming draws. The assignment of any Liquidity Facility to a Liquidity Facility Provider which relieves the prior Liquidity Facility Provider of its obligation to purchase Bonds shall be considered a replacement for the purposes of this Section 404(a).

(b) Mandatory Tender on Fixed Rate Conversion Date. Any Variable Rate Bonds or Flexible Rate Bonds to be Converted to bear interest at the Fixed Rate pursuant to Section 305 hereof shall be subject to mandatory tender for purchase on the Fixed Rate Conversion Date at a purchase price equal to the principal amount thereof plus any accrued interest thereon to the Purchase Date.

(c) [Reserved].

(d) Notice to Holders. Any notice of Conversion given to the Holders pursuant to Sections 305(a)(ii) hereof shall, in addition to the requirements of such Section, state that the 2016 Series D Bonds are subject to mandatory tender for purchase on the Fixed Rate Conversion Date, specify the purchase price to be paid therefor upon such mandatory tender, and state that if such 2016 Series D Bonds are Liquidity Facility Bonds, the Liquidity Facility shall terminate on the fifth (5th) Business Day following the Fixed Rate Conversion Date with respect to the 2016 Series D Bonds being Converted. Promptly upon the receipt of notice of a proposed Mandatory Credit/Liquidity Tender from the Liquidity Facility Provider, but in no event more than three (3) Business Days after receipt, the Trustee shall give notice to the Credit Provider and the Holders of all Liquidity Facility Bonds of the proposed Mandatory Credit/Liquidity Tender. Additionally, the Trustee shall give notice by first class mail to the Holders of such Liquidity Facility Bonds of the termination, cancellation, replacement or expiration of a Liquidity Facility or a Credit Facility at least fifteen (15) days prior to such termination, cancellation, replacement or expiration, stating as follows: (i) the effective date of such termination, cancellation, replacement or expiration and (ii) that the 2016 Series D Bonds are subject to mandatory tender pursuant to Section 404(a) and the date for such mandatory tender. Any notice with respect to the delivery of an Alternate Liquidity Facility given to the Holders pursuant to Section 802 hereof, shall in addition to the requirements of such Section, state that the 2016 Series D Bonds bearing interest at a Variable Rate or Flexible Rate are subject to mandatory tender for purchase on the Business Day upon which an Alternate Liquidity Facility is to be substituted for the Liquidity Facility then in effect.

(e) Remarketing. Subject to and in accordance with the provisions of the Remarketing Agreement, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for the 2016 Series D Bonds. With respect to 2016 Series D Bonds tendered for purchase on the Fixed Rate Conversion Date, in no event shall the Remarketing Agent sell any such 2016 Series D Bond to any person unless the Remarketing Agent has advised such Person of the fact that, after the Fixed Rate Conversion Date, the 2016 Series D Bonds will no longer be subject to tender at the option of the Holder. With respect to 2016 Series D Bonds tendered for purchase on the mandatory tender date established pursuant to Section 404(a) hereof, in no event shall the Remarketing Agent sell any such 2016 Series D Bond to any person unless the Remarketing Agent has advised such person of the change in the Liquidity Facility available for the 2016 Series D

Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price to the Trustee of the tendered 2016 Series D Bonds in immediately available funds, at or before 1:00 p.m., New York City time, on the mandatory tender date.

(f) Purchase and Delivery of Tendered 2016 Series D Bonds. The provisions of Section 401(e) shall apply to mandatory tenders pursuant to this Section 404; provided, however, that for the purpose of so applying such provisions:

(i) the notices required pursuant to Section 401(e)(i) shall be given as therein described;

(ii) the manner and time of payment of remarketing proceeds referred to in Section 401(e) (ii) shall be as specified in subsection 404(e) above; and

(iii) the deliveries of 2016 Series D Bonds under Section 401(e)(vi) shall be required to be made at or before 12:00 noon, New York City time, on the Conversion Date or the mandatory tender date established under Section 404(a) hereof, as the case may be.

The provisions of Section 402(c) shall apply to tenders pursuant to this Section 404 with respect to 2016 Series D Bonds bearing interest at Flexible Rates.

405. Changes to Liquidity Facility Bonds or Non-Liquidity Remarketed Bonds.

(a) Notwithstanding any other provision of this 2016 Series D Resolution, the Authority may at its option, also with the consent of the Liquidity Facility Provider (which consent shall not be unreasonably withheld), if any, cause any Liquidity Facility Bonds to become Non-Liquidity Remarketed Bonds or any Non-Liquidity Remarketed Bonds to become Liquidity Facility Bonds on any Conversion Date as described herein upon a written notice to the Remarketing Agent, the Trustee and the Liquidity Facility Provider (as applicable) that the Authority will cause such a change on the date (a "Non-Liquidity Remarketed Bonds Change Date") set forth in such written notice, which date shall not occur sooner than 20 days after the date of such notice and upon satisfaction of the conditions set forth in this Section 405.

(b) Prior to any Non-Liquidity Remarketed Bonds Change Date, the Trustee shall deliver a notice to the Holders of the affected 2016 Series D Bonds not less than 15 days prior to such date, setting forth the following information:

(i) that the Authority has determined to cause Liquidity Facility Bonds to become Non-Liquidity Remarketed Bonds or to cause Non-Liquidity Remarketed Bonds to become Liquidity Facility Bonds, as applicable;

(ii) the proposed Non-Liquidity Remarketed Bonds Change Date;

(iii) that such 2016 Series D Bonds will be remarketed by the Remarketing Agent or purchased by the Trustee on the Non-Liquidity Remarketed Bonds Change Date; and

(iv) that the Authority may elect to cancel such change, notice of which shall be given to Holders at least one week prior to the proposed Non-Liquidity Remarketed Bonds Change Date.

If the Authority elects to cancel such change, the Authority shall give notice of the cancellation to the Remarketing Agent, the Trustee and the Liquidity Facility Provider (as applicable) and, thereafter, the Trustee shall give notice to each Holder of the affected 2016 Series D Bonds of such cancellation at least one week prior to the proposed Non-Liquidity Remarketed Bonds Change Date for which the foregoing notice was given.

(c) Upon any such change, the affected 2016 Series D Bonds shall be subject to mandatory tender in accordance with this Section and Sections 302, 303 and 305 and the Holders thereof shall be notified of such change as provided herein. No affected 2016 Series D Bonds shall be remarketed by the Remarketing Agent on or after the related Non-Liquidity Remarketed Bonds Change Date except to purchasers who agree to accept such change.

(d) In the event that the Authority shall cause any Liquidity Facility Bonds to become Non-Liquidity Remarketed Bonds, such notice shall advise that the Liquidity Facility Bonds shall be subject to mandatory tender (with no right to retain) on the Non-Liquidity Remarketed Bonds Change Date specified in such notice, at a purchase price equal to 100% of the principal amount thereof, together with accrued interest to the date of purchase (payable by the Liquidity Facility Provider in accordance with the Liquidity Facility to the extent remarketing proceeds are insufficient). In the event that the Authority shall cause any Non-Liquidity Remarketed Bonds to become Liquidity Facility Bonds, such notice shall specify the name of the entity providing the Liquidity Facility and shall advise that the Non-Liquidity Remarketed Bonds shall be subject to mandatory tender (with no right to retain) on the Non-Liquidity Remarketed Bonds Change Date specified in such notice at a purchase price equal to 100% of the principal amount thereof, together with accrued interest to the date of purchase (payable to the extent remarketing proceeds are available therefor).

(e) On or prior to a Non-Liquidity Remarketed Bonds Change Date, the Authority shall furnish or cause to be furnished to the Trustee a Favorable Opinion of Bond Counsel. In addition, no change from Liquidity Facility Bonds to Non-Liquidity Remarketed Bonds or from Non-Liquidity Remarketed Bonds to Liquidity Facility Bonds, as the case may be, may be made hereunder unless accompanied by the following documents:

(i) in the case of Non-Liquidity Remarketed Bonds becoming Liquidity Facility Bonds, opinions of counsel reasonably satisfactory to the Authority to the effect that, as applicable, (A) the Liquidity Facility Provider providing the Liquidity Facility is duly organized and existing under the laws of the jurisdiction of its organization and, if applicable, is duly qualified to do business in the United States of America; (ii) the Liquidity Facility is a legal, valid and binding obligation of the Liquidity Facility Provider thereunder enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to, or affecting generally the enforcement of, creditors' rights and remedies, and by the availability of equitable remedies, including specific performance and injunctive relief; and (iii) no registration under the Securities Act of 1933, as amended, or qualification of an indenture under

the Trust Indenture Act of 1939, as amended, will be required in connection with the issuance and delivery of Liquidity Facility or the remarketing of the Liquidity Facility Bonds with the benefits thereof.

(ii) letters from S&P evidencing that such change will result in (A) the reconfirmation of the then existing long-term rating and (B) if applicable, the assignment of a new short-term rating to the 2016 Series D Bonds of not less than "A-2" by S&P or such other ratings as may be approved by the Authority;

(iii) in the case of Non-Liquidity Remarketed Bonds becoming Liquidity Facility Bonds, copies of any other documents, agreements or arrangements entered into directly or indirectly between the Authority and the Liquidity Facility Provider with respect to the transactions contemplated by the Liquidity Facility; and

(iv) such other documents and opinions as the Authority may reasonably request, including, in the case of Liquidity Facility Bonds becoming Non-Liquidity Remarketed Bonds, evidence that all amounts due and payable to the Liquidity Facility Provider providing the then-existing Liquidity Facility have been paid.

406. Inadequate Funds for Tenders of Liquidity Facility Bonds. If the funds available for purchases of Liquidity Facility Bonds pursuant to this Article IV are inadequate for the purchase of all Liquidity Facility Bonds tendered on any Purchase Date, the Trustee shall: (a) return all tendered Liquidity Facility Bonds to the Holders thereof; (b) return all moneys received for the purchase of such Liquidity Facility Bonds to the persons providing such moneys; and (c) in the case of any optional tender pursuant to Section 401, take such action as may be necessary to arrange for the purchase and delivery of such tendered Liquidity Facility Bonds on each succeeding Business Day until the Business Day on which funds available for purchase of Liquidity Facility Bonds are adequate for the purchase of all Liquidity Facility Bonds tendered on the applicable Purchase Date in accordance with the terms and conditions of this Article IV (in reliance on earlier delivered notices, directions and confirmations). Any subsequent Business Day on which tendered Liquidity Facility Bonds are purchased and delivered in accordance with (c) above shall be a Purchase Date for purposes of this Article IV. Any Liquidity Facility Bonds returned to the Holders, as provided above, shall bear interest at a rate equal to the Weekly Rate until purchased and delivered in accordance with (c) above.

407. Inadequate Funds of Tenders of Non-Liquidity Facility Remarketed Bonds.

(a) Except as set forth in 407(b), with respect to Non-Liquidity Facility Remarketed Bonds bearing interest during a Variable Rate Period, if sufficient funds are not available for the purchase of all such Non-Liquidity Facility Remarketed Bonds tendered or deemed tendered and required to be purchased on any Purchase Date other than following the end of a Variable Rate Period, all such Non-Liquidity Facility Remarketed Bonds shall bear interest at the Maximum Rate from the date of such failed purchase until all such 2016 Series D Bonds are purchased as required in accordance with this 2016 Series D Resolution, and all tendered Non-Liquidity Facility Remarketed Bonds shall be returned to their respective Holders. Notwithstanding any other provision of this 2016 Series D Resolution, such failed purchase and return shall not constitute an event of default under the General Resolution. Thereafter, the Trustee shall

continue to take all such action available to it to obtain remarketing proceeds from the Remarketing Agent. In addition, the Remarketing Agent shall remain obligated to remarket such Non-Liquidity Facility Remarketed Bonds and such Non-Liquidity Facility Remarketed Bonds shall remain subject to optional and mandatory redemption, mandatory tender for purchase, and Conversion as provided in this 2016 Series D Resolution.

(b) For any Non-Liquidity Facility Remarketed Bonds bearing interest during a Variable Rate Period, if sufficient funds are not available for the purchase of all such Non-Liquidity Facility Remarketed Bonds tendered or deemed tendered and required to be purchased on the Purchase Date following the end of the applicable Variable Rate Period, all such Non-Liquidity Facility Remarketed Bonds shall automatically Convert to a Weekly Rate Period and bear interest at a rate of interest equal to the Stepped Rate from such Failed Tender Date until all such Non-Liquidity Facility Remarketed Bonds are purchased as required in accordance with this 2016 Series D Resolution, such rate to be determined in accordance with Section 308 hereof, and all tendered Non-Liquidity Facility Remarketed Bonds shall be returned to their respective Holders. Notwithstanding anything to the contrary in this 2016 Series D Resolution, such Non-Liquidity Facility Remarketed Bonds bearing interest in a Weekly Rate Period at the Stepped Rate shall not be subject to optional tender pursuant to Section 401(a)(ii). No Favorable Opinion of Bond Counsel shall be required in connection with this automatic adjustment to a Weekly Rate Period. Notwithstanding any other provision of this 2016 Series D Resolution, such failed purchase and return shall not constitute an event of default under the General Resolution. In addition, the Remarketing Agent shall remain obligated to remarket such Non-Liquidity Facility Remarketed Bonds and such Non-Liquidity Facility Remarketed Bonds bearing interest at a Stepped Rate shall remain subject to optional and mandatory redemption, mandatory tender for purchase, and Conversion as provided herein.

408. Tenders by Investment Companies. The Holder of any 2016 Series D Bond issued hereunder may, at its option, notify the Trustee in writing that it is an Investment Company, or is holding 2016 Series D Bonds on behalf of an Investment Company, and in such notice irrevocably elect to offer on the Purchase Date to have its 2016 Series D Bonds purchased on the next date on which such 2016 Series D Bonds may be purchased pursuant to Section 401 hereof. Any such notice shall contain the information required under Section 401(b) hereof. Any notice delivered by an Investment Company with respect to its 2016 Series D Bonds shall be irrevocable with the same effect described in Section 401(b) (iii).

409. Tenders Subject to Authorized Denominations. Any other provision of this 2016 Series D Resolution to the contrary notwithstanding, no tender of any 2016 Series D Bond (or portion thereof) for purchase hereunder may result in a 2016 Series D Bond being outstanding in other than an Authorized Denomination after the date to which such tender pertains.

410. Moneys for Purchase Prices of 2016 Series D Bonds Held Solely for Such Purchase Price. Any other provision of this 2016 Series D Resolution to the contrary notwithstanding, all moneys received by the Trustee to be used to pay the purchase price of 2016 Series D Bonds tendered or deemed tendered under this Article IV shall be deposited by the Trustee in the Purchase Fund to be used solely for the payment of the purchase price of tendered 2016 Series D Bonds and shall not be invested or commingled with other funds held by the Trustee and shall not be deposited in the General Receipts Fund.

411. No Optional Tenders on Mandatory Tender Dates. Any other provision of this 2016 Series D Resolution to the contrary notwithstanding, 2016 Series D Bonds which are subject to mandatory tender for purchase pursuant to Section 403, 404 or 405 hereof shall not be subject to optional tender for purchase pursuant to Section 401 hereof.

412. Remarketing of Tendered 2016 Series D Bonds At Par. Any other provision of this 2016 Series D Resolution to the contrary notwithstanding, all 2016 Series D Bonds tendered for purchase pursuant to Section 401, 402, 403, 404 or 405 hereof may only be offered and sold by the Remarketing Agent at a price equal to the principal amount thereof plus accrued interest, if any, thereon.

413. Selection by Lot. Except as otherwise provided in Section 302(d) through (g), 303, 305 or 505 hereof, if less than all of the 2016 Series D Bonds of any one maturity are to be purchased or Converted pursuant to this 2016 Series D Resolution, the particular 2016 Series D Bonds to be tendered for purchase or Converted shall be selected by the Trustee by such method as the Trustee deems fair and appropriate for such partial tender or Conversion, including but not limited to the following method. The Trustee may assign to each 2016 Series D Bond Outstanding of the maturity to be purchased or Converted a distinctive number for each unit of the principal amount of such 2016 Series D Bond equal to the applicable Authorized Denomination of the 2016 Series D Bonds and shall select, using such method of selection as the Trustee shall deem fair and appropriate in its discretion, from the numbers of all such 2016 Series D Bonds then Outstanding as many numbers as, at the unit amount equal to the 2016 Series D Bonds for each number, shall equal the principal amount of such 2016 Series D Bonds to be purchased or Converted. The 2016 Series D Bonds to be purchased or Converted shall be the 2016 Series D Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such 2016 Series D Bond shall be purchased or Converted as shall equal the Authorized Denomination unit for which each number had been assigned to it and so selected. Unless the Authority shall have given direction to the contrary, if at the time of selection of 2016 Series D Bonds for purchase or Conversion there is more than one Rate Period applicable to such 2016 Series D Bonds, such 2016 Series D Bonds shall be selected, using the foregoing procedures, on a reasonably proportionate basis from 2016 Series D Bonds in all then applicable Rate Periods. For the purposes of this Section 413, 2016 Series D Bonds which have theretofore been selected by lot for purchase or Conversion and 2016 Series D Bonds registered in the name of the Authority shall not be deemed Outstanding.

ARTICLE V
REDEMPTION OF 2016 SERIES D BONDS

501. Redemption Requirements. The 2016 Series D Bonds shall be subject to mandatory redemption (solely with Available Moneys if a Credit Facility is in effect) in part on April 1 and October 1 (provided, however, that if any 2016 Series D Bonds bear interest at a Flexible Rate and such April 1 or October 1 is not an Interest Payment Date, such Bonds shall be subject to mandatory redemption on the Interest Payment Date immediately following such April 1 or October 1) at a Redemption Price equal to the principal amount thereof, plus accrued interest to the date of redemption, in such years and such amounts as shall be approved by an Authorized Representative,

which approval shall be evidenced by the Redemption Requirements set forth in the Purchase Contract executed by the Authority (subject to reduction as provided in the General Resolution and to adjustments, if any, set forth, in the Purchase Contract). No notice of optional redemption shall be given by the Trustee for 2016 Series D Bonds unless at the time of the giving of such notice there are sufficient funds on deposit in the General Receipts Fund to pay the Redemption Price of such 2016 Series D Bonds. Such funds shall be held uninvested or invested only in Permitted Investments which are rated at least the then existing rating on the 2016 Series D Bonds and which mature at or prior to the applicable redemption date. Except as otherwise provided in the Purchase Contract, if 2016 Series D Bonds are in more than one Rate Period on the date that the 2016 Series D Bonds are subject to a Redemption Requirement, the Trustee shall select the 2016 Series D Bonds for such redemption on a pro rata basis for each Rate Period subject to appropriate adjustments for Authorized Denominations.

502. Optional Redemption. The 2016 Series D Bonds shall be subject to redemption (solely with Available Moneys if a Credit Facility is in effect) following the expiration of the Initial Period at the option of the Authority from any moneys available therefor in whole or in part, as follows:

(a) 2016 Series D Bonds which bear interest during a Term Rate Period shall be subject to redemption in Authorized Denominations prior to maturity at the option of the Authority from any source of funds available to the Authority on (i) the day following the last day of any Term Rate Period, at a redemption price equal to the principal amount thereof, plus accrued and unpaid interest, if any, without premium, and (ii) any day, as designated by an Authorized Representative in a Pricing Notice relating to the current Term Rate Period, at a redemption price equal to the principal amount thereof, plus interest accrued and unpaid thereon, if any.

(b) 2016 Series D Bonds which bear interest during an Index Rate Period shall be subject to redemption in Authorized Denominations prior to maturity at the option of the Authority from any source of funds available to the Authority on (i) the day following the last day of any Index Rate Period, at a redemption price equal to the principal amount thereof, plus accrued and unpaid interest, if any, without premium, and (ii) any day as designated by an Authorized Representative in a Pricing Notice, Remarketing Agreement or Purchase Contract, as applicable, relating to the current Index Rate Period, at a redemption price equal to the principal amount thereof, plus interest accrued and unpaid thereon, if any.

(c) 2016 Series D Bonds which bear interest at Daily Rates or Weekly Rates may be called for redemption prior to maturity, at any time, in whole or in part, on any Business Day at a redemption price equal to the principal amount thereof, plus interest accrued and unpaid thereon to the redemption date.

(d) 2016 Series D Bonds which bear interest at Flexible Rates are subject to redemption by the Authority, in whole or in part, on the last day of the applicable Rate Period at a redemption price equal to the principal amount thereof plus any accrued interest thereon to the redemption date.

(e) 2016 Series D Bonds which bear interest at a Fixed Rate shall be subject to redemption prior to maturity at the option of the Authority on any date following the tenth anniversary of the Conversion Date relating to such 2016 Series D Bonds at a redemption price equal to 100% of the principal amount of such 2016 Series D Bonds to be redeemed, plus accrued interest to the redemption date, in whole or in part, from any source of funds available to the Authority.

No notice of any optional redemption shall be given by the Trustee for any Bond unless at the time of the giving of such notice there are sufficient funds on deposit in the General Receipts Fund to pay the Redemption Price of such Bond.

The 2016 Series D Bonds to be redeemed pursuant to this Section 502 shall be selected from the eligible outstanding maturities of 2016 Series D Bonds on such basis as shall be determined by the Authority, subject to Section 505 hereof.

503. Special Redemption. The 2016 Series D Bonds are redeemable (solely with Available Moneys if a Credit Facility is in effect), at the option of the Authority, at the principal amount thereof plus accrued interest to the redemption date at any time, in whole or in part, to the extent of Recovery Payments, Mortgage Prepayments, unexpended 2016 Series D Bond proceeds and moneys available therefor pursuant to Section 603(5) of the General Resolution. No notice of any special redemption shall be given by the Trustee for 2016 Series D Bonds unless at the time of the giving of such notice there are sufficient funds on deposit with the Trustee to pay the Redemption Price of such 2016 Series D Bonds. The 2016 Series D Bonds to be redeemed pursuant to this section shall be selected from the outstanding 2016 Series D Bonds on such basis as shall be determined by the Authority, subject to Section 505 hereof.

504. Mandatory Redemption of Bank Bonds. Bank Bonds shall be subject to mandatory redemption in such principal amounts and on such dates determined as provided in the Liquidity Facility. The Authority shall be obligated to pay such amounts on such dates notwithstanding its inability to deliver a Cash Flow Statement as required by Section 914 of the General Resolution; provided, however, that the payment of such amounts shall be from sources other than the Pledged Funds.

505. Selection of 2016 Series D Bonds for Redemption. Notwithstanding any provisions of this 2016 Series D Resolution to the contrary, the Bank Bonds shall always be subject to redemption and shall be selected first for any redemption by the Trustee.

ARTICLE VI
REQUIREMENTS IN FUNDS; ESTABLISHMENT AND USE OF PURCHASE FUND; CREDIT FACILITY

601. Deposit of 2016 Series D Bond Proceeds.

(a) The proceeds of the 2016 Series D Bonds shall be deposited into the Bond Proceeds Fund and shall be invested by the Trustee pursuant to written instructions (or oral instructions promptly confirmed in writing) from the Authority only in Permitted Investments.

(b) Promptly after deposit of the proceeds of sale of the 2016 Series D Bonds in the Bond Proceeds Fund, the Trustee shall transfer for deposit in the Capital Reserve Fund an amount from available funds which, when added to the amount then on deposit in or credited thereto, shall constitute an amount at least equal to the Capital Reserve Fund Requirement; provided, however, that the Authority may, in lieu of or in replacement of or in addition to the deposits to the Capital Reserve Fund, obtain and pledge to the Capital Reserve Fund a Letter of Credit, Security Arrangement and/or Surety Bond, which Letter of Credit shall be exclusively available to be drawn on and which Security Arrangement or Surety Bond shall unconditionally and irrevocably guarantee payment for the purposes of the Capital Reserve Fund. Any moneys so replaced by a Letter of Credit, Security Arrangement or Surety Bond shall be withdrawn by the Trustee and paid to the Bond Proceeds Fund. The amount of moneys on deposit in the Capital Reserve Fund, or the amount of a Letter or Letters of Credit pledged to and exclusively available to be drawn on or a Security Arrangement or Arrangements or Surety Bond or Bonds pledged to unconditionally and irrevocably guarantee payment for the purposes of the Capital Reserve Fund which, when combined with any moneys on deposit therein, and any other Letters of Credit, Security Arrangements or Surety Bonds pledged thereto and exclusively available to be drawn on or which shall unconditionally and irrevocably guarantee payment for the purposes thereof, shall equal the Capital Reserve Fund Requirement.

If at any time the Trustee is required by Section 604(2) of the General Resolution to transfer moneys from the Capital Reserve Fund to the General Receipts Fund, the Trustee shall make up such a deficiency by the withdrawal of moneys for that purpose from the Capital Reserve Fund in the following order of priority: first, by the withdrawal of funds on deposit in the Capital Reserve Fund; second, if the funds on deposit in the Capital Reserve Fund are not sufficient to make up such deficiency, then by payment from Cash Equivalents pledged to the Capital Reserve Fund as provided below; and third, if that amount shall be insufficient, to the extent of the insufficiency by requisition from the Capital Reserve Capital Account. The Trustee shall draw upon each Cash Equivalent in the following order of priority: (1) upon each Cash Equivalent that only permits draws for the amount due with respect to particular Bonds, and (2) all other Cash Equivalents and deposit such proceeds in the General Receipts Fund; provided, however, that notwithstanding the foregoing, the maximum amount of any payment from any Cash Equivalent described in clause (2) of this sentence shall be the product of (x) the aggregate amount of the payment pursuant to such clause second above, less the amount drawn pursuant to clause (1) of this sentence, and (y) the fraction, the numerator of which is the remaining amount available to be drawn under the Cash Equivalent, and the denominator of which is the aggregate amount of the Cash Equivalents which do not represent (i) Cash Equivalents substituted for funds on deposit in the Capital Reserve Fund at

the time the Cash Equivalent is issued, or (ii) Cash Equivalents described in clause (1) of this sentence.

For purposes of calculating the Capital Reserve Fund Requirement for the 2016 Series D Bonds the Authority shall reduce the amount of principal maturity of the 2016 Series D Bonds maturing on the last maturity date by an amount no greater than the lesser of (i) the moneys or securities in the Capital Reserve Fund as of the date of calculation or (ii) the principal amount to be paid on the last maturity date of the 2016 Series D Bonds.

(c) All moneys representing accrued interest on the 2016 Series D Bonds, if any, shall be deposited to the credit of the General Receipts Fund (to be applied to the payment of interest on the 2016 Series D Bonds on the first Interest Payment Date following the Closing Date).

(d) The Authority may pay all or some of the Costs of Issuance of the 2016 Series D Bonds from its Operating Fund.

602. Purchase Fund. (a) There is hereby created and established for the 2016 Series D Bonds a Purchase Fund to be held by the Trustee. The Purchase Fund and the moneys on deposit therein, if any, shall not be deemed to be Pledged Funds for purposes of the General Resolution and shall not be subject to the lien of the Trustee set forth in Section 804 of the General Resolution. Upon receipt of the proceeds of a remarketing or an advance under a Liquidity Facility to pay the purchase price of 2016 Series D Bonds during a Variable Rate Period or a Flexible Rate Period, if such remarketing proceeds are insufficient for the payment of the purchase price, the Trustee shall deposit such money in the Purchase Fund for application to the purchase price of 2016 Series D Bonds upon receipt of such 2016 Series D Bonds.

(b) On or after any Purchase Date, any funds remaining in the Purchase Fund after payment in full of the purchase price on all optionally or mandatorily tendered 2016 Series D Bonds on such date shall be transferred to the Liquidity Facility Provider, if any, but not in excess of the amount necessary to reimburse the Liquidity Facility Provider for the portion, if any, of the advance under a Liquidity Facility with respect to the purchase price of such 2016 Series D Bonds during a Variable Rate Period or a Flexible Rate Period on such date, and any excess after all such payments have been made shall be paid to the Authority.

(c) Amounts held by the Trustee to pay the purchase price of 2016 Series D Bonds shall be held for the account of the previous Holder of the remarketed 2016 Series D Bonds, including the Liquidity Facility Provider if such 2016 Series D Bonds are Bank Bonds that are remarketed. Such amounts shall not be invested and shall not be commingled with other funds held by the Trustee.

603. Credit Facility; Credit Facility Fund. (a) The Trustee shall hold and maintain the Credit Facility (if any) for the benefit of the Holders until such Credit Facility expires or terminates in accordance with its terms. Subject to the provisions of this Resolution, the Trustee shall enforce all terms, covenants and conditions of each Credit Facility, including payment when due of any draws on such Credit Facility, and the provisions relating to the payment of draws on, and reinstatement of amounts that may be drawn under, such Credit Facility, and will not consent to, agree to or permit any amendment or modification of such Credit Facility which

would materially adversely affect the rights or security of the Holders. If at any time during the term of a Credit Facility any successor Trustee shall be appointed and qualified under this Resolution, the resigning or removed Trustee shall request that the Credit Provider transfer such Credit Facility to the successor Trustee. If the resigning or removed Trustee fails to make this request, the successor Trustee shall do so before accepting appointment. When a Credit Facility expires or terminates in accordance with its terms or is replaced by an Alternate Credit Facility, the Trustee shall immediately cancel and surrender such Credit Facility to the Credit Provider. All provisions herein relating to the rights of the Credit Provider shall be of no force and effect if (i) there is no Credit Facility or Alternate Credit Facility in effect, (ii) all amounts owing to the Credit Provider under the Reimbursement Agreement have been paid in full, and (iii) if the Credit Provider and the Liquidity Facility Provider are the same entity, there are no Bank Bonds outstanding and all amounts owing to the Liquidity Facility Provider have been paid in full.

(b) While a Credit Facility is in effect with respect to any 2016 Series D Bonds, the Trustee shall, on the Business Day preceding each Interest Payment Date and Principal Payment Date, before 3:00 p.m., New York City time on such day, draw on the Credit Facility in accordance with the terms thereof so as to receive thereunder by 12:00 p.m. New York City on said Interest Payment Date and Principal Payment Date, an amount, in immediately available funds, equal to the amount of interest and principal payable on such 2016 Series D Bonds on such Interest Payment Date and Principal Payment Date. The proceeds of such draws shall be deposited in the Credit Facility Fund pursuant to Section 603(c) hereof and shall be applied to pay principal of and interest on the 2016 Series D Bonds prior to the application of any other funds held by the Trustee therefor. If for any reason the Credit Provider dishonors or repudiates a drawing on the Credit Facility such that funds are not available under the Credit Facility for payment of principal or interest due on the 2016 Series D Bonds on any Interest Payment Date or Principal Payment Date, the Trustee shall immediately notify the Authority and withdraw moneys from the General Receipts Fund in accordance with Section 603(3) of the General Resolution as required to make all such payments of principal or interest then due on the 2016 Series D Bonds. Notwithstanding the foregoing, if the Credit Provider and the Liquidity Facility Provider are the same entity, the Trustee shall not draw on the Credit Facility with respect to any payments due or made in connection with Bank Bonds. In no event shall the Trustee draw on the Credit Facility with respect to any payments made in connection with Bonds not covered by the Credit Facility or 2016 Series D Bonds owned by, or on behalf of, the Authority.

(c) The Trustee shall deposit in the Credit Facility Fund all moneys derived from a drawing under a Credit Facility for the purpose of paying the principal of and interest on 2016 Series D Bonds subject to such Credit Facility when due. Moneys held in the Credit Facility Fund shall be held separate and apart from all other funds and accounts and shall not be commingled with any other moneys. Moneys in the Credit Facility Fund shall remain uninvested. Moneys in the Credit Facility Fund shall be withdrawn by the Trustee from the Credit Facility Fund and applied to the payment of the principal of and interest on Bonds subject to such Credit Facility on each Principal Payment Date for such 2016 Series D Bonds (or other date upon which principal of such 2016 Series D Bonds is due) and Interest Payment Date for such 2016 Series D Bonds, *provided* that such moneys shall not be used to pay the principal of or interest on 2016 Series D Bonds not covered by the Credit Facility or 2016 Series D Bonds owned by, or on behalf of, the Authority.

ARTICLE VII
FORM, EXECUTION AND DELIVERY OF 2016 SERIES D BONDS

701. Form of 2016 Series D Bonds. Subject to the provisions of the General Resolution, the 2016 Series D Bonds and the Certificate of Authentication shall be of substantially the form and tenor as set forth in the attached EXHIBIT A with necessary or appropriate variations, omissions and insertions as are incidental to their numbers, denominations, maturities, interest rate or rates, redemption provisions and other details thereof (including, without limitation, the provisions relating to mandatory tender for purchase thereof).

702. Execution and Delivery of 2016 Series D Bonds.

(a) The 2016 Series D Bonds shall be (i) executed in the name of the Authority by the manual or facsimile signatures of the Chairperson and either the Executive Director or the Chief Financial Officer of the Authority, or any person duly appointed and acting in either such capacity, and the corporate seal of the Authority (or facsimile thereof) shall be impressed thereon and (ii) authenticated by the manual signature of an authorized signer of the Trustee.

(b) The 2016 Series D Bonds shall be caused to be delivered by an Authorized Representative to the Underwriter upon payment of the purchase price plus accrued interest, if any, on the 2016 Series D Bonds from the date thereof to the date of delivery in immediately available federal funds to the Authority at the time or times and place or places of delivery.

(c) Initially, one fully-registered 2016 Series D Bond (each a "global 2016 Series D Bond") for each maturity of the 2016 Series D Bonds, in the aggregate principal amount of such maturity, shall be issued in the name of Cede & Co., as nominee of DTC.

703. Global Form; Securities Depository.

(a) Except as otherwise provided in this Section, the 2016 Series D Bonds shall be in the form of global 2016 Series D Bonds, shall be registered in the name of the Securities Depository or its nominee and ownership thereof shall be maintained in book entry form by the Securities Depository for the account of the Agent Members thereof. Except as provided in subsection (c) of this Section, 2016 Series D Bonds may be transferred, in whole but not in part, only to the Securities Depository or a nominee of the Securities Depository, or to a successor Securities Depository selected by the Authority, or to a nominee of such successor Securities Depository.

(b) The Authority and the Trustee shall have no responsibility or obligation with respect to:

(1) the accuracy of the records of the Securities Depository or any Agent Member with respect to any beneficial ownership interest in the 2016 Series D Bonds;

(2) the delivery to any Agent Member, beneficial owner of the 2016 Series D Bonds or other Person, other than the Securities Depository, of any notice with respect to the 2016 Series D Bonds;

(3) the payment to any Agent Member, beneficial owner of the Bonds or other Person, other than the Securities Depository, of any amount with respect to the principal of, premium, if any, or interest on, the 2016 Series D Bonds;

(4) any consent given by Cede & Co. as Bondholder of the 2016 Series D Bonds or any successor nominee of a Securities Depository as Bondholder of such Bonds; or

(5) the selection by the Securities Depository or any Agent Member of any beneficial owners to receive payment if any 2016 Series D Bonds are redeemed in part.

So long as the certificates for the 2016 Series D Bonds are not issued pursuant to subsection (c) of this Section, the Authority and the Trustee may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such 2016 Series D Bonds for all purposes whatsoever, including without limitation:

(1) the payment of principal, premium, if any, and interest on such 2016 Series D Bond;

(2) giving notices of redemption and other matters with respect to such 2016 Series D Bond; and

(3) registering transfers with respect to such 2016 Series D Bond.

(c) If at any time the Securities Depository notifies the Authority or the Trustee that it is unwilling or unable to continue as Securities Depository with respect to the 2016 Series D Bonds or if at any time the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation and a successor Securities Depository is not appointed by the Authority within 90 days after the Authority or the Trustee receives notice or becomes aware of such condition, as the case may be, paragraphs (a) and (b) of this Section shall no longer be applicable and the Authority shall execute and the Trustee shall authenticate and deliver certificates representing the 2016 Series D Bonds as provided in paragraph (d) below. In addition, the Authority may determine at any time that the 2016 Series D Bonds shall no longer be represented by global certificates and that the provisions of paragraphs (a) and (b) above shall no longer apply to the 2016 Series D Bonds. In any such event the Authority shall execute and the Trustee shall authenticate and deliver certificates representing the 2016 Series D Bonds as provided in paragraph (d) below.

(d) Certificates for the 2016 Series D Bonds issued in exchange for global certificates shall be registered in such names and authorized denominations as the Securities Depository, pursuant to instructions from the Agent Members or otherwise, shall instruct the Authority and the Trustee. The Trustee shall deliver such certificates representing the 2016 Series D Bonds to the Persons in whose names such 2016 Series D Bonds are so registered as soon as practicable.

704. Conflict With Letter of Representations. Notwithstanding any other provision of this 2016 Series D Resolution to the contrary, so long as any 2016 Series D Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal, Redemption Price and purchase price of and interest, if any, on such 2016 Series D Bond, all tenders with respect to such 2016 Series D Bond and all notices with respect to such 2016 Series D Bond shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations between DTC and the Authority.

ARTICLE VIII
ADDITIONAL PROVISIONS RELATING TO LIQUIDITY FACILITIES AND CREDIT FACILITIES

801. Liquidity Facility.

(a) The Trustee shall draw moneys under a Liquidity Facility in accordance with the terms thereof to the extent necessary to make full and timely payments of the purchase price required to be made pursuant to, and in accordance with, Section 401(e) hereof.

(b) A Liquidity Facility shall be an obligation of the Liquidity Facility Provider to pay to the Trustee, upon satisfaction of the terms set forth in the Liquidity Facility and subject to reduction as provided in (d) below, the purchase price of Liquidity Facility Bonds tendered or deemed tendered and not remarketed by the Remarketing Agent on the date on which such Liquidity Facility Bonds are to be purchased equal to the principal amount thereof plus interest accrued, if any, on such 2016 Series D Bonds to such optional tender date or mandatory tender date.

(c) Upon termination or replacement of a Liquidity Facility as provided therein, the Trustee shall give notice thereof to S&P and the existing Liquidity Facility Provider and the Liquidity Facility shall be surrendered by the Trustee to the Liquidity Facility Provider for cancellation on the date of such termination.

(d) A Liquidity Facility Provider's obligation under a Liquidity Facility will be reduced to the extent of any drawing thereunder subject to reinstatement as provided therein. In no event will the Trustee be entitled to make drawings under a Liquidity Facility for the payment of the purchase price of Bank Bonds, Liquidity Facility Bonds owned by, or on behalf of, the Authority or 2016 Series D Bonds bearing interest at a Fixed Rate.

(e) If at any time there shall cease to be any Liquidity Facility Bonds Outstanding, the Trustee shall surrender the Liquidity Facility to the Liquidity Facility Provider, in accordance with the terms of the Liquidity Facility, for cancellation. The Trustee shall comply with the procedures set forth in the Liquidity Facility relating to the termination thereof.

(f) If at any time the Trustee resigns or is removed in accordance with the General Resolution, the Trustee shall cause a Liquidity Facility to be transferred to its successor in accordance with the terms thereof.

(g) To the extent that this 2016 Series D Resolution confers upon or gives or grants to a Liquidity Facility Provider any right, remedy or claim under or by reason of this 2016 Series D Resolution, the Liquidity Facility Provider is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

802. Alternate Liquidity Facility. (a) The Authority may cancel or terminate a Liquidity Facility prior to its stated expiration or permit the expiration thereof in accordance with its terms and provide an Alternate Liquidity Facility in the form of a letter of credit, line of credit, standby purchase agreement or similar liquidity facility as the Authority may elect to furnish, but only in accordance with the provisions of this Section 802. A Liquidity Facility or Alternate Liquidity Facility also may be cancelled, terminated or permitted to expire without any Alternate Liquidity Facility being thereafter provided to support payment of the purchase price of Liquidity Facility Bonds tendered for optional or mandatory tender hereunder, but only in accordance with the provisions of this Section 802 and Section 405. In the event a Liquidity Facility or Alternate Liquidity Facility then in effect is to be replaced, the Liquidity Facility or Alternate Liquidity Facility shall terminate in accordance with its terms.

(b) In the event that a Liquidity Facility or an Alternate Liquidity Facility will be replaced after expiration, termination or cancellation of an existing Liquidity Facility or an existing Alternate Liquidity Facility, upon receipt of notice from the Authority accompanied by a Favorable Opinion of Bond Counsel and the letter of each Rating Agency, if any, maintaining a rating on the Liquidity Facility Bonds referred to below together with any documentation and opinions referred to in any such letter, the Trustee shall give notice (prepared by the Authority) by first-class mail to the Holders of the Liquidity Facility Bonds not less than fifteen (15) days prior to the effective date of such change, stating as follows: (i) that the Liquidity Facility or the Alternate Liquidity Facility then in effect is to be changed, (ii) the effective date of such change, (iii) the form and substance of the Liquidity Facility or the Alternate Liquidity Facility then in effect, (iv) if applicable, that the Liquidity Facility Bonds are subject to mandatory tender for purchase pursuant to Section 404 hereof and the date for such mandatory tender, (v) the form and substance of the Alternate Liquidity Facility to be in effect on the effective date specified in (ii) above, and (vi) that such change will or will not, as the case may be, result in a reduction or withdrawal of the rating, if any, of the 2016 Series D Bonds then in place.

(c) In the event that a Liquidity Facility or an Alternate Liquidity Facility will not be replaced after expiration, termination or cancellation of an existing Liquidity Facility or an existing Alternate Liquidity Facility, upon receipt of notice from the Authority accompanied by the opinion of Bond Counsel referred to in subsection (d) below, the Trustee shall give notice (prepared by the Authority) by first-class mail to the Holders of the Liquidity Facility Bonds, with a copy to the Liquidity Facility Provider, not less than fifteen (15) days prior to the effective date of such change if the Liquidity Facility Bonds then are in their Initial Period or bear interest at a Variable Rate, stating as follows: (i) that the Liquidity Facility or the Alternate Liquidity

Facility then in effect will expire or be terminated, (ii) the effective date of such expiration or termination, (iii) that a substitute Alternate Liquidity Facility will not be provided, and (iv) that the Liquidity Facility Bonds are subject to mandatory tender for purchase pursuant to Sections 404 and 405 hereof, and the date for such mandatory tender.

(d) Any provisions of this 2016 Series D Resolution to the contrary notwithstanding, no change with respect to a Liquidity Facility or any Alternate Liquidity Facility (except the expiration thereof in accordance with its terms) shall become effective unless there is delivered to the Trustee (i) an opinion of Bond Counsel stating that such change is authorized or permitted by the terms of this 2016 Series D Resolution and that such change will not adversely affect the validity of the 2016 Series D Bonds or the exclusion from federal gross income of the interest on the 2016 Bonds or require the registration of any security under the Securities Act of 1933, as amended, or the qualification of any indenture under the Trust Indenture Act of 1939, as amended, (ii) in the case of an Alternate Liquidity Facility, an opinion of counsel for the provider of the Alternate Liquidity Facility in substantially the form delivered to the Trustee upon the issuance of the Liquidity Facility, and (iii) in the case of a change under this Section 802, a letter from each Rating Agency, if any, then maintaining a rating on the 2016 Series D Bonds to the effect that such change will or will not, as the case may be, result in a reduction or withdrawal of the rating of the 2016 Series D Bonds then in place.

(e) Any other provisions of this 2016 Series D Resolution to the contrary notwithstanding, each Alternate Liquidity Facility delivered to the Trustee in accordance with this Section 802 (i) must be in the form of a letter of credit, line of credit, standby purchase agreement or similar liquidity facility entered into by the Authority in conneciton with any prior Series of Bonds and (ii) must be for a term of at least one (1) year after the effective date of such Alternate Liquidity Facility (or until the stated maturity date of the 2016 Series D Bonds, if earlier).

803. Credit Facility.

(a) The Credit Facility will be an irrevocable direct pay letter of credit of the Credit Provider providing for direct payments to or upon the order of the Trustee of amounts up to (1) the principal of the 2016 Series D Bonds when due on any Principal Payment Date; and (2) interest on the 2016 Series D Bonds when due on any Interest Payment Date up to the Interest Coverage Requirement.

(c) Upon termination or replacement of a Credit Facility as provided therein, the Trustee shall give notice thereof to S&P and the existing Credit Provider and the Credit Facility shall be surrendered by the Trustee to the Credit Provider for cancellation on the date of such termination.

(d) A Credit Provider's obligation under a Credit Facility will be reduced to the extent of any drawing thereunder subject to reinstatement as provided therein. In no event will the Trustee be entitled to make drawings under a Credit Facility for the payment of the purchase price of Bank Bonds, 2016 Series D Bonds owned by, or on behalf of, the Authority or 2016 Series D Bonds bearing interest at a Fixed Rate.

(e) If at any time there shall cease to be any 2016 Series D Bonds Outstanding, the Trustee shall surrender the Credit Facility to the Credit Provider, in accordance with the terms of the Credit Facility, for cancellation. The Trustee shall comply with the procedures set forth in the Credit Facility relating to the termination thereof.

(f) If at any time the Trustee resigns or is removed in accordance with the General Resolution, the Trustee shall cause the Credit Facility to be transferred to its successor in accordance with the terms thereof.

(g) To the extent that this 2016 Series D Resolution confers upon or gives or grants to the Credit Provider any right, remedy or claim under or by reason of this 2016 Series D Resolution, the Credit Provider is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

(h) To the extent that principal and/or interest due on the 2016 Series D Bonds has been paid by the Credit Provider pursuant to the the Credit Facility for which the Credit Provider has not been reimbursed under the Reimbursement Agreement, then:

(A) such 2016 Series D Bonds shall remain Outstanding for all purposes under the General Resolution, not be defeased or otherwise satisfied and not be considered paid by the Authority and the pledge of the Pledged Funds under the General Resolution and all covenants, agreements and other obligations of the Authority to the Holders of 2016 Series D Bonds shall continue to exist and shall run to the benefit of the Credit Provider, including without limitation the pledges made by the Authority to the Trustee for the benefit of the Bondholders in Sections 601 and 913 of the General Resolution; and

(B) the Credit Provider shall be subrogated to the extent of such draws on the Credit Facility or the Authority's indebtedness owing to the Credit Provider pursuant to the terms of the Reimbursement Agreement to all rights of the Holders of 2016 Series D Bonds to enforce the payment of the 2016 Series D Bonds from the Revenues and all other rights of the Holders of 2016 Series D Bonds under the 2016 Series D Bonds, this 2016 Series D Resolution and the General Resolution.

804. Alternate Credit Facility.

(a) The Authority may cancel or terminate a Credit Facility prior to its stated expiration or permit the expiration thereof in accordance with its terms and provide an Alternate Credit Facility in the form of a direct pay letter of credit, but only in accordance with the provisions of this Section 804. A Credit Facility also may be cancelled, terminated or permitted to expire without any Alternate Credit Facility being thereafter provided.

(b) The Authority may elect to replace any Credit Facility with an Alternate Credit Facility conforming to the requirements of Section 803. The Authority shall provide written notice to the Trustee (a copy of which shall be delivered to the Credit Provider providing the

current Credit Facility) not less than 30 days prior to such delivery (or such shorter period as shall be acceptable to the Trustee but not less than 15 days) of the Authority's intention to provide for delivery of such Alternate Credit Facility and the anticipated date of such delivery. Upon receipt of such notice, the Trustee shall take all actions necessary to subject the 2016 Series D Bonds to mandatory tender as described in Section 404(a) hereof on the proposed effective date of such Alternate Credit Facility. The Trustee shall give notice (prepared by the Authority) by first-class mail to the Holders of the 2016 Series D Bonds not less than fifteen (15) days prior to the effective date of delivery of the Alternate Credit Facility, stating that the 2016 Series D Bonds are subject to mandatory tender for purchase pursuant to Section 404(a) hereof due to the delivery of such Alternate Credit Facility and the date for such mandatory tender. Any Alternate Credit Facility delivered to the Trustee must be accompanied by (1) a Favorable Opinion of Bond Counsel as to the delivery of the Alternate Credit Facility; and stating that delivery of the Alternate Credit Facility is authorized under this Resolution and complies with its terms; (2) an opinion of Counsel to the issuer of such Alternate Credit Facility stating that such Alternate Credit Facility is a legal, valid, binding and enforceable obligation of such issuer in accordance with its terms; and a letter of each Rating Agency, if any, maintaining a rating on the 2016 Series D Bonds evidencing the rating of the 2016 Series D Bonds to be effective upon the delivery of such Alternate Credit Facility.

(c) In the event that a Credit Facility will not be replaced after expiration, termination or cancellation of such Credit Facility, upon receipt of notice from the Authority accompanied by the opinion of Bond Counsel referred to in subsection (d) below, the Trustee shall give notice (prepared by the Authority) by first-class mail to the Holders of the 2016 Series D Bonds then supported by the Credit Facility, with a copy to the Credit Provider, not less than fifteen (15) days prior to the effective date of such change if the 2016 Series D Bonds then are in their Initial Period or bear interest at a Variable Rate, stating as follows: (i) that the Credit Facility then in effect will expire or be terminated, (ii) the effective date of such expiration or termination, (iii) that a substitute Alternate Credit Facility will not be provided, and (iv) that the 2016 Series D Bonds are subject to mandatory tender for purchase pursuant to Sections 404 and 405 hereof, and the date for such mandatory tender.

(d) Any provisions of this 2016 Series D Resolution to the contrary notwithstanding, no amendment to a Credit Facility (except amendments to extend the Expiration Date) shall become effective unless there is delivered to the Trustee (i) an opinion of Bond Counsel stating that such change is authorized or permitted by the terms of this 2016 Series D Resolution and that such change will not adversely affect the validity of the 2016 Series D Bonds or the exclusion from federal gross income of the interest on the 2016 Bonds or require the registration of any security under the Securities Act of 1933, as amended, or the qualification of any indenture under the Trust Indenture Act of 1939, as amended, and (ii) a letter from each Rating Agency, if any, then maintaining a rating on the 2016 Series D Bonds to the effect that such amendment will or will not, as the case may be, result in a reduction or withdrawal of the rating of the 2016 Series D Bonds then in place.

(e) Any other provisions of this 2016 Series D Resolution to the contrary notwithstanding, each Alternate Credit Facility delivered to the Trustee in accordance with this Section 804 (i) must be in the form of a direct pay letter of credit entered into by the Authority in

connection with any prior Series of Bonds and (ii) must be for a term of at least one (1) year after the effective date of such Alternate Credit Facility (or until the stated maturity date of the 2016 Series D Bonds, if earlier).

ARTICLE IX
AGENTS OF THE AUTHORITY

901. Remarketing Agent; Remarketing Agreement.

(a) On the Closing Date, the Authority shall enter into a Remarketing Agreement with Merrill Lynch, Pierce, Fenner & Smith Incorporated or such other remarketing agent selected by an Authorized Representative, who is hereby appointed as the initial Remarketing Agent. The Authority agrees that Merrill Lynch, Pierce, Fenner & Smith Incorporated may, without notice to the Authority, assign its rights and obligations under the Remarketing Agreement to any other wholly-owned subsidiary of Bank of America Corporation to which all or substantially all of Remarketing Agent's municipal markets business may be transferred following the date of the Remarketing Agreement. The Remarketing Agreement shall terminate on the Fixed Rate Conversion Date after which there are no longer any 2016 Series D Bonds Outstanding bearing interest at a Variable Rate or a Flexible Rate. The Remarketing Agent, including any successor appointed pursuant hereto, shall (i) be a member of the National Association of Securities Dealers, Inc. having capitalization of at least $25,000,000, (ii) meet the requirements with respect to a qualified Remarketing Agent as may be set forth in the applicable Liquidity Facility, if any, and (iii) be authorized by law to perform all the duties imposed upon it by this 2016 Series D Resolution and the Remarketing Agreement. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this 2016 Series D Resolution and the Remarketing Agreement by giving at least 30 days' notice to the Authority, the Trustee and the Liquidity Facility Provider, if any. The Remarketing Agent may be removed at any time by the Authority by an instrument signed by the Authority and filed with the Remarketing Agent and the Liquidity Facility Provider, if any, upon at least 30 days' notice; provided, however, that, prior to the Fixed Rate Conversion Date for such 2016 Series D Bonds after which there are no longer any 2016 Series D Bonds Outstanding bearing interest at a Variable Rate or Flexible Rate, an agreement in substantially the form of the Remarketing Agreement shall be entered into with a successor Remarketing Agent.

(b) In the event that, prior to the Fixed Rate Conversion Date after which there are no longer any 2016 Series D Bonds Outstanding bearing interest at a Variable Rate or Flexible Rate, the Remarketing Agent shall resign or be removed or dissolved, or if the property or affairs of the Remarketing 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, the Authority shall use its best efforts to appoint a successor as Remarketing Agent. Any such appointment by the Authority shall be with the consent of the Liquidity Facility Provider if any Liquidity Facility Bonds are then Outstanding. If the Authority shall not have appointed a successor as Remarketing Agent, the Trustee shall ipso facto be deemed to be the Remarketing Agent for the sole purpose of determining Variable Rates by reference to the Maximum Rate as provided in

this 2016 Series D Resolution until the appointment by the Authority of the Remarketing Agent or successor Remarketing Agent, as the case may be.

(c) The Remarketing Agreement substantially in the form presented to this meeting is hereby approved and any Authorized Representative is authorized to execute and deliver the Remarketing Agreement for and on behalf of the Authority with such changes, omissions, insertions and revisions as such Authorized Representative shall deem advisable or appropriate. Any Authorized Representative is hereby authorized to obtain any amendment to the Remarketing Agreement or any subsequent Remarketing Agreement in respect of 2016 Series D Bonds bearing interest at Variable Rates or Flexible Rates and to execute and deliver the same. The annual fees to be paid in respect of any Remarketing Agreement shall not exceed 0.20% of the Outstanding 2016 Series D Bonds bearing interest at Variable Rates or Flexible Rates.

ARTICLE X
MISCELLANEOUS

1001. Authorization of Procurement of Letter of Credit, Security Arrangement and/or Surety Bond. (a) An Authorized Representative hereby is authorized to obtain a Letter or Letters of Credit, a Security Arrangement or Arrangements and/or a Surety Bond or Bonds for application in lieu of the deposit of moneys to the Capital Reserve Fund as specifically authorized in this 2016 Series D Resolution, and for application as generally authorized with respect to all moneys deposited to the Capital Reserve Fund. In connection with the procurement of the foregoing Letter of Credit and/or Surety Bond, the Authorized Representative is authorized to negotiate and execute a reimbursement agreement with the banking institution or an agreement with the insurance company, as appropriate. The annual fees (in addition to any expense reimbursements) paid to the banking institution for the procurement of the Letter(s) of Credit shall not exceed three percent (3.00%) of the amount of the Letter(s) of Credit, and the fee to be paid by the Authority for a Surety Bond shall not exceed three percent (3.00%) of the amount of the Surety Bond. The Authority shall give the Trustee sixty (60) days' written notice prior to the expiration of any Letter of Credit obtained pursuant to this 2016 Series D Resolution.

(b) The Security Arrangement entitled "Agreement to Make Payments in Respect of Capital Reserve Fund," in the form presented to this meeting, is hereby approved. If determined to be in the best interests of the Authority, an Authorized Representative is authorized to execute and deliver such Security Arrangement in substantially the form approved, with such changes in such document as may be necessary or desirable, permitted by the Act and otherwise by law, and not materially adverse to the Authority.

1002. Ratification of Actions. The actions of any Authorized Representative heretofore taken pursuant to the provisions of the General Resolution, including, but not limited to: the publishing of notice and the conducting of a hearing with respect to the issuance of the 2016 Series D Bonds, the making of presentations to security rating agencies, the undertaking of discussions and

negotiations with underwriters or groups of underwriters regarding offers to purchase the 2016 Series D Bonds be, and they hereby are, ratified and confirmed in all respects.

1003. Additional Actions. (a) Any Authorized Representative is hereby authorized and directed to execute such other documents and certifications, and to perform such other acts as may be necessary or convenient for the proper sale, execution and delivery of the 2016 Series D Bonds, subject to, and as may be required by the Purchase Contract, the General Resolution and this 2016 Series D Resolution.

(b) The Chief Financial Officer or Deputy Director of Finance is hereby authorized to pay from the Operating Fund all amounts necessary to comply with Section 1006 hereof.

1004. [Reserved]

1005. Remarketing Statement. The form of Remarketing Statement of the Authority, substantially in the form presented to this meeting, is hereby authorized and approved as the Remarketing Statement of the Authority, with such changes, omissions, insertions and revisions as an Authorized Representative shall deem advisable or appropriate, and such Remarketing Statement is approved for execution on behalf of the Authority and distribution to the Remarketing Agent. Any Authorized Representative is hereby authorized to execute such Remarketing Statement and deliver it to the Remarketing Agent for distribution on behalf of the Authority.

1006. Rebate Fund. The Authority shall not be required to make any deposits to the Rebate Fund in connection with the 2016 Bonds. The Authority hereby agrees to comply with Section 148(f) of the Internal Revenue Code of 1986, as amended, and shall pay or cause to be paid to the United States, from available Authority funds, such amounts and at such times as shall be required by Section 148(f) with respect to the 2016 Bonds.

1007. Covenant as to Sale of Mortgage Loans. The Authority covenants and agrees that it will not sell any Mortgage Loan and use the proceeds of such sale to redeem 2016 Series D Bonds bearing interest at a Fixed Rate except for Mortgage Loans (i) that are in default, (ii) that must be sold in order to preserve the exclusion of interest on the 2016 Series D Bonds from gross income for federal income tax purposes, or (iii) that do not comply with the Authority's program requirements.

1008. Covenant as to Purchase of 2016 Series D Bonds. The Authority covenants that it has not required and shall not require a Mortgage Lender, Mortgagor or "related person" as defined in Section 147 of the Code to purchase 2016 Series D Bonds pursuant to any arrangement, formal or informal, in an amount related to a Mortgage Loan.

1009. Trustee Not Responsible for Remarketing Statement. The recitals, statements and representations contained in the Remarketing Statement shall be taken and construed as made by and on the part of the Authority not by the Trustee, and the Trustee assumes and shall be under no responsibility for the correctness of same.

1010. Notice of Redemption.

(a) The Trustee shall cause a notice of any redemption of 2016 Series D Bonds, either in whole or in part, to be sent by registered or certified mail or by overnight delivery, to the Securities Depository at least two (2) business days (a business day being a day when such Securities Depository is open for business) prior to the date of general mailing of any notice of redemption. On the date of such general mailing, the Trustee shall cause notice of redemption to be posted electronically on Electronic Municipal Markets Access or its successor entity.

(b) In addition, a second duplicate notice in writing shall be mailed by certified mail, postage prepaid, return receipt requested, to any registered owner of 2016 Series D Bonds to be redeemed who has not presented and surrendered such 2016 Series D Bonds to the Trustee for redemption within thirty (30) days after the date of redemption.

(c) In addition to the requirements set forth in Section 405 of the General Resolution, a notice of any such redemption shall include the following information with respect to the 2016 Series D Bonds to be so redeemed: the complete title of the 2016 Series D Bonds, the CUSIP numbers of the 2016 Series D Bonds to be redeemed, the date of general mailing of such notice of redemption, the complete name of the Trustee including a telephone number for inquiries, the maturity date and the interest rate (if applicable) of the 2016 Series D Bonds.

(d) Failure to receive any such notices by any such registered owner shall not affect the validity of the proceedings for the redemption of the 2016 Series D Bonds.

1011. Interest and Redemption Payments. All redemption payments and payments of interest made by the Trustee, whether by check or wire transfer, shall be accompanied by the applicable CUSIP numbers.

1012. Covenant With Respect to Section 236 Mortgage Loans and Section 8 Mortgage Loans. The Authority hereby covenants and agrees to diligently enforce and take all reasonable steps, actions and proceedings necessary to assure the continued receipt of interest subsidy payments and housing assistance payments in respect of Mortgage Loans of the Authority receiving assistance under, respectively, the Section 236 or Section 8 programs of the United States Department of Housing and Urban Development.

1013. Continuing Disclosure. The 2016 Series D Bonds are hereby made subject to the Master Continuing Disclosure Undertaking – Rental Housing Revenue Bonds, approved by the Authority on April 1, 2011, and the Authority agrees to abide by the provisions thereof so long as any of the 2016 Series D Bonds are Outstanding.

1014. Notice to Rating Agency and Liquidity Facility Provider. The Authority shall give written notice to S&P at 55 Water Street, 41st Floor, New York, New York 10041-0003, Attention: Structured Finance LOC Surveillance Group, E-mail: nyloc@spglobal.com, in each case with a copy to the Liquidity Facility Provider, if any, at the address set forth in the Liquidity Facility, of the occurrence of any of the following events with respect to the 2016 Series D Bonds:

(a) a change in the Trustee or the Remarketing Agent;

(b) a change in the Rate Period applicable to any 2016 Series D Bonds;

(c) the expiration, extension, termination or substitution of any Liquidity Facility or Alternate Liquidity Facility or Credit Facility;

(d) a redemption or defeasance of all the Outstanding 2016 Series D Bonds;

(e) any mandatory tender of the 2016 Series D Bonds;

(f) any amendment or supplement to this 2016 Series D Resolution, the General Resolution (other than a Series Resolution), or any Liquidity Facility; or

(g) an acceleration of payment of principal of and interest on the 2016 Series D Bonds.

In addition, the Authority shall give written notice to the Liquidity Facility Provider, if any, of the occurrence of any of the following events with respect to the 2016 Series D Bonds:

(i) a redemption (other than mandatory sinking fund redemption) or defeasance of the Outstanding 2016 Series D Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(ii) any downgrade by the Rating Agency of the enhanced or unenhanced rating on the 2016 Series D Bonds or the Bonds to "non-investment grade"; or

(iii) any material events pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934, as amended.

1015. Defeasance of 2016 Series D Bonds. The provisions of Section 1402 of the General Resolution shall not apply to 2016 Series D Bonds that bear interest at a Variable Rate or at Flexible Rates.

1016. Effective Date. This Amended and Restated 2016 Series D Resolution shall take effect as of the Restated Resolution Effective Date.

EXHIBIT A

(Form of 2016 Series D Bond bearing interest at Fixed, Flexible or Variable Rate)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Authority or its agent for registration of transfer, exchange or payment, and any Bond is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. A-_____ $_____

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
RENTAL HOUSING REVENUE BOND, 2016 SERIES D

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE	CUSIP

Registered Owner: _____

Principal Amount: _____

The Michigan State Housing Development Authority (the "Authority"), a public body corporate and politic, organized and existing under and by virtue of the laws of the State of Michigan, acknowledges itself indebted to, and for value received, hereby promises to pay the registered owner specified above, or registered assigns, the Principal Amount specified above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon the presentation and surrender hereof at the corporate trust office of U.S. Bank National Association, St. Paul, Minnesota (the "Trustee"), as Trustee under the Resolution of the Authority adopted November 15, 1990, as amended and supplemented, authorizing the issuance of Michigan State Housing Development Authority Rental Housing Revenue Bonds (the "General Resolution") or its successor as Trustee, and to pay to the registered owner by check or draft mailed to the registered owner as shown on the registration books of the Trustee as of the close of business on the Record Date at the registered address interest on such Principal Amount from the Date of Original Issue specified above or such later date to which interest has been paid, until paid at the rates and on the dates determined as described herein and in the 2016 Series D Resolution as hereinafter defined; provided, however, payment of interest on any Interest Payment Date shall be paid (i) while this Bond bears interest at a Variable Rate, in immediately available funds; (ii) while this Bond bears interest at the Fixed Rate, in immediately available funds; or (iii) if this Bond bears interest at a

Flexible Rate, in immediately available funds upon presentation and surrender of this Bond to the Trustee, by wire transfer to a bank within the continental United States or direct deposit to a designated account that is maintained with the Trustee pursuant to directions given by the Registered Owner to the Trustee on or prior to the Interest Payment Date; provided, further, that the principal or redemption price of this Bond is payable upon surrender of this Bond to the Trustee by the Registered Owner hereof as shown on the registration books of the Trustee on the date of payment (i) in immediately available funds if this Bond shall bear interest at a Flexible Rate, or a Variable Rate, or (ii) in immediately available funds if this Bond shall bear interest at the Fixed Rate. If requested by the Registered Owner of this Bond while it bears interest at a Variable Rate, payment of principal, premium, if any, and interest on this Bond shall be transmitted by wire transfer within the continental United States or deposited to a designated account if such account is maintained with the Trustee, if such Registered Owner shall have provided wire transfer instructions to the Trustee prior to the Interest Payment Date. The principal or Redemption Price (as defined in the General Resolution) of this Bond is payable upon presentation in any coin or currency of the United States of America which, on the respective dates of payment, shall be legal tender for the payment of public and private debts.

The State of Michigan is not liable on this Bond and this Bond is not a debt of the State of Michigan. The Authority has no taxing power.

Subject to any agreements now or hereafter made with the owners of any other notes or bonds of the Authority pledging any particular receipts or revenues, this Bond is a general obligation of the Authority and the full faith and credit of the Authority are hereby pledged for the payment of the principal or Redemption Price of and interest on this Bond. This Bond is one of a duly authorized issue of bonds of the Authority designated "*Rental Housing Revenue Bonds*" (the "Bonds"), issued and to be issued in various series under and pursuant to Act No. 346 of the Public Acts of 1966 of the State of Michigan, as amended (herein called the "Act"), and under and pursuant to the General Resolution and a series resolution authorizing the issuance and sale of each such series. As provided in the General Resolution, the Bonds may be issued from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest, if any, at different rates and, subject to the provisions thereof, may otherwise vary. The aggregate principal amount of Bonds which may be issued under the General Resolution is not limited except as provided in the General Resolution, and all Bonds issued and to be issued under the General Resolution are and will be equally secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the General Resolution.

This Bond is one of a series of Bonds designated "*Rental Housing Revenue Bonds, 2016 Series D*" (the "2016 Series D Bonds"), issued in the initial aggregate principal amount of _____ Million _____ Thousand and 00/100 Dollars ($_____) under the General Resolution and a series resolution adopted on July 27, 2016 (the "2016 Series D Resolution") (the General Resolution and the 2016 Series D Resolution are collectively herein called the "Resolutions"). The proceeds of the 2016 Series D Bonds will be utilized by the Authority to redeem certain outstanding bonds of the Authority and in connection therewith to purchase Mortgage Loans (as defined in the General Resolution) financed from the proceeds of such bonds. The Bonds will be secured by a pledge of the Pledged Funds (as defined in the General Resolution). Payment of the purchase price of the 2016 Series D Bonds bearing interest at a

Variable Rate or at Flexible Rates may, at the option of the Authority, also be supported by a _____ (the "Liquidity Facility") issued by _____ (the "Bank"), in favor of the Trustee, and any alternate Liquidity Facility which may be furnished by the Authority. Copies of the Resolutions are on file in the office of the Authority and at the principal corporate trust office of the Trustee in St. Paul, Minnesota, and reference to the Resolutions and any and all supplements thereto and modifications and amendments thereof and to the Act are made for a description of the pledges and covenants securing the 2016 Series D Bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the 2016 Series D Bonds with respect thereto and the terms and conditions upon which the Bonds are issued and may be issued thereunder. To the extent and in the manner permitted by the terms of the Resolutions, the provisions of the Resolutions or any resolution amendatory thereof or supplemental thereto, may be modified or amended.

This Bond is transferable, as provided in the Resolutions, only upon the books of the Authority kept for that purpose at the corporate trust office of the Trustee in Lansing, Michigan by the registered owner hereof in person, or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new registered 2016 Series D Bond or Bonds, in the same aggregate principal amount and of the same maturity, shall be issued to the transferee in exchange therefor as provided in the Resolutions, and upon the payment of the charges, if any, therein prescribed.

In the manner provided in the 2016 Series D Resolution, the term of each 2016 Series D Bond will be divided into consecutive Rate Periods during each of which such 2016 Series D Bond shall bear interest at a Variable Rate, Flexible Rate or the Fixed Rate. The Rate Period of the 2016 Series D Bond may be Converted to a different Rate Period at the election of the Authority in the manner provided in the 2016 Series D Resolution. Information regarding the interest rates borne by the 2016 Series D Bonds and Conversions to a different Rate Period will be furnished or made available to Registered Owners of the 2016 Series D Bonds in the manner provided in the 2016 Series D Resolution.

Interest shall be computed, in the case of a Fixed Rate Period, Term Rate Period or Index Rate Period during which the Index Rate Index is a function of LIBOR, on the basis of a 360-day year consisting of twelve 30-day months, and in the case of any other Rate Period, on the basis of a 365 or 366-day year, as appropriate, and the actual number of days elapsed. Except as otherwise provided in the 2016 Series D Resolution, if the 2016 Series D Bonds bear interest at a Variable Rate or the Flexible Rate, the Remarketing Agent shall determine the appropriate Variable Rate or Flexible Rate on the 2016 Series D Bonds during each such Rate Period in accordance with the provisions of the 2016 Series D Resolution.

The term "Interest Payment Date" means (a) when used with respect to 2016 Series D Bonds bearing interest at an Index Rate, (i) the first Business Day of each calendar month to which interest at such rate has accrued if the Index Rate Index is the SIFMA Index or based upon LIBOR for one-month, (ii) each April 1 and October 1 or each January 1, April 1, July 1 and October 1, if the Index Rate Index is based upon LIBOR for three-months as determined by the Authority in the Purchase Contract or a certificate delivered upon an Index Rate Conversion Date, or (iii) each

April 1 and October 1, if the Index Rate Index is based upon LIBOR for or six-months; (b) when used with respect to 2016 Series D Bonds bearing interest at a Daily Rate, a Weekly Rate or a Term Rate, each April 1 and October 1; (c) when used with respect to 2016 Series D Bonds bearing interest at a Fixed Rate, each April 1 and October 1 which is at least 120 days following a Fixed Rate Conversion Date; (d) when used with respect to any particular 2016 Series D Bond bearing interest at a Flexible Rate, the last day of each Flexible Rate Period applicable thereto (and each April 1 and October 1 during a Flexible Rate Period which is longer than 270 days in duration); (e) when used with respect to Bank Bonds, the dates specified in the Liquidity Facility; (f) each Conversion Date; and (g) when used with respect to any 2016 Series D Bond, its stated maturity date or the date on which it is earlier paid.

The 2016 Series D Bonds shall be deliverable in the form of registered bonds without coupons in the denominations of $5,000 and any whole multiple thereof during the Term Rate Period, Index Rate Period or upon being Converted to bear interest at the Fixed Rate; in the denominations of $100,000 and any integral multiples of $5,000 in excess of $100,000 during the Initial Period or any Daily Rate Period or Weekly Rate Period; and in denominations of $100,000 and any integral multiple of $1,000 in excess of $100,000 during any Flexible Rate Period.

At the times and in the manner provided in the 2016 Series D Resolution, the Registered Owners of the 2016 Series D Bonds bearing interest at a Variable Rate may elect to tender 2016 Series D Bonds or portions thereof for purchase; provided, however, that no 2016 Series D Bonds or portions thereof bearing interest at a Fixed Rate may be tendered for purchase at the election of the Registered Owners after the Fixed Rate Conversion Date for such 2016 Series D Bonds. Under certain circumstances, and in the manner provided in the 2016 Series D Resolution, the 2016 Series D Bonds will be subject to mandatory tender for purchase on the dates specified in the 2016 Series D Resolution. The Trustee shall cause notice of certain mandatory tenders to be mailed to the Registered Owners in accordance with the provisions of the 2016 Series D Resolution. 2016 Series D Bonds as to which the Registered Owners have given notice of optional tender in the manner provided in the 2016 Series D Resolution, or 2016 Series D Bonds subject to mandatory tender, will be deemed to be tendered on the Purchase Date with the effect provided in the 2016 Series D Resolution, and thereafter the Registered Owners thereof will be entitled only to receive the purchase price therefor.

Any 2016 Series D Bond held by or on behalf of the Bank as a result of the purchase of such 2016 Series D Bond with proceeds from a draw on the Liquidity Facility (hereinafter a "Bank Bond") shall bear interest at the Bank Rate as provided in the 2016 Series D Resolution. Principal of and interest on Bank Bonds shall be payable to the Bank by wire transfer in immediately available funds at the times and in the amounts determined in accordance with the 2016 Series D Resolution.

Under the 2016 Series D Resolution, Merrill Lynch, Pierce, Fenner & Smith Incorporated has been appointed as Remarketing Agent. The Remarketing Agent may be removed or replaced by the Authority, as provided in the 2016 Series D Resolution.

This 2016 Series D Bond is subject to redemption, including redemption at par, prior to maturity, in the manner set forth in the 2016 Series D Resolution.

Bank Bonds shall also be subject to mandatory redemption at the times and at the Redemption Prices set forth in the 2016 Series D Resolution.

In the event the Authority shall exercise its option to redeem any or all of the 2016 Series D Bonds, notice of such redemption shall be mailed, postage prepaid, not less than thirty (30) days before the redemption date to the registered owners of any Bonds or portions of Bonds to be redeemed, except as otherwise provided in the 2016 Series D Resolution. Such mailing shall be a condition precedent to such redemption, but failure to receive such notice by the owner shall not affect the validity of the proceedings for the redemption of Bonds. Notice of redemption having been given as aforesaid, the 2016 Series D Bonds or portions thereof so called for redemption shall become due and payable as herein provided, and from and after the date fixed for redemption, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and become payable provided the Authority has deposited moneys for such redemption as required by the General Resolution.

This Bond shall not be valid or become obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been executed by the Trustee.

Terms which are used herein as defined terms and which are not otherwise defined herein shall have the meanings assigned to them in the 2016 Series D Resolution.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State of Michigan and the Resolutions 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 2016 Series D Bonds, together with all other indebtedness of the Authority is within every debt and other limits prescribed by law.

IN WITNESS WHEREOF, the Michigan State Housing Development Authority has caused this Bond to be executed in its name by the facsimile signature of its Chairperson and its corporate seal (or a facsimile thereof) to be impressed hereon and attested by the facsimile signature of its Chief Financial Officer, all as of the Date of Original Issue set forth above.

ATTEST:	MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
By: _____ (Facsimile)	By: _____ (Facsimile)
Its: Chief Financial Officer	Its: Chairperson

(Seal)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the 2016 Series D Bonds described in the within-mentioned 2016 Series D Resolution.

U. S. Bank National Association, Trustee

By: _____
Authorized Signer

[End of 2016 Series D Bond Form]

4829-0508-3318 v6 [9378-261]

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
AMENDED AND RESTATED SERIES RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF RENTAL HOUSING REVENUE BONDS, 2018 SERIES C IN AN AMOUNT NOT TO EXCEED $134,000,000

March 26, 2020

WHEREAS, the Members of the Michigan State Housing Development Authority (hereinafter referred to as the "Authority"), by Resolution adopted November 15, 1990, as amended and supplemented (the "General Resolution"), have created and established an issue of Rental Housing Revenue Bonds; and

WHEREAS, the General Resolution authorizes the issuance of such Rental Housing Revenue Bonds in one or more Series pursuant to a Series Resolution authorizing the issuance and sale of such Series; and

WHEREAS, pursuant to the General Resolution, on May 31, 2018, the Members of the Authority adopted the Series Resolution Authorizing the Issuance and Sale of Rental Housing Revenue Bonds, 2018 Series C in an Amount Not To Exceed $134,000,000, which Members of the Authority amended and supplemented on March 26, 2020 (as amended and supplemented, the "2018 Series C Resolution"), authorizing the issuance and sale of a Series of Bonds designated "Rental Housing Revenue Bonds, 2018 Series C" (the "2018 Series C Bonds") to provide moneys to carry out the purposes of the Authority; and

WHEREAS, pursuant to a First Resolution Supplementing the 2018 Series C Resolution adopted by the Members of the Authority on March 26, 2020, the Authority has approved the amendment and restatement of the 2018 Series C Resolution as set forth below to permit the 2018 Series C Bonds to be supported by a direct pay letter of credit (the "Initial Credit/Liquidity Facility") which will provide (i) credit enhancement for the 2018 Series C Bonds bearing interest at the Weekly Rate and constitute a "Credit Facility" under the 2018 Series C Resolution and (ii) liquidity support for the 2018 Series C Bonds bearing interest at the Weekly Rate and constitute a "Liquidity Facility" under the 2018 Series C Resolution; and

WHEREAS, it is necessary to amend the 2018 Series C Resolution to direct the Trustee to submit drawings on the Initial Credit/Liquidity Facility as a Credit Facility to pay the principal of, and interest on the 2018 Series C Bonds when due in addition to drawing upon the Initial Credit/Liquidity Facility as a Liquidity Facility to pay the purchase price of any 2018 Series C Bonds tendered for purchase as provided in the 2018 Series C Resolution which have not been remarketed by the Remarketing Agent; and

WHEREAS, pursuant to Section 27(*l*) of the Act, the Authority proposes to delegate to the Executive Director, the Chief Financial Officer, the Deputy Director of Finance, the Director of Legal Affairs, the Deputy Director of Legal Affairs, the Chairperson or the Vice Chairperson of the Authority (each, together with any person duly appointed and acting in such capacity, hereinafter

individually referred to as an "Authorized Representative") the power to determine certain terms and conditions of the 2018 Series C Bonds (as hereinafter defined), subject to limits established herein and in the General Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Members of the Michigan State Housing Development Authority, that the 2018 Series C Resolution is amended and restated as follows:

ARTICLE I
AUTHORITY AND DEFINITIONS

101. 2018 Series C Resolution. This resolution (hereinafter referred to as the "Resolution" or the "2018 Series C Resolution") is adopted in accordance with the provisions of Article II of the General Resolution and pursuant to the authority contained in the Act.

102. Definitions. All terms which are defined in Section 103 of Article I of the General Resolution shall have the same meanings in this 2018 Series C Resolution including the preambles thereto. Any reference to a title or position at the Authority shall include any person duly appointed to act in such capacity. The following terms shall have the following meanings unless the context shall clearly indicate some other meaning:

"2018 Bonds" means, collectively, the 2018 Series A Bonds, the 2018 Series B Bonds and the 2018 Series C Bonds.

"2018 Series A Bonds" means the Bonds authorized by Article II of the 2018 Series A Resolution.

"2018 Series A Resolution" means the resolution authorizing the issuance and sale of the Authority's Rental Housing Revenue Bonds, 2018 Series A.

"2018 Series B Bonds" means the Bonds authorized by Article II of the 2018 Series B Resolution.

"2018 Series B Resolution" means the resolution authorizing the issuance and sale of the Authority's Rental Housing Revenue Bonds, 2018 Series B.

"2018 Series C Bonds" means the Bonds authorized by Article II of this Resolution.

"Agent Member" means a member of, or participant in, the Securities Depository.

"Alternate Credit Facility" means a replacement irrevocable direct-pay letter of credit issued by a commercial bank or other financial institution and delivered to or made available to the Trustee in accordance with Section 804 hereof for the purpose of paying the principal of and interest on the 2018 Series C Bonds when due; which replaces the Credit Facility then in effect, *provided, however*, that any amendment, extension or renewal of the Credit Facility then in effect

for the purpose of extending the Expiration Date of such Credit Facility or modifying such Credit Facility pursuant to its terms shall not be deemed to be an Alternate Credit Facility for purposes of this Resolution.

"Alternate Liquidity Facility" means a line of credit, letter of credit, standby purchase agreement or similar liquidity facility which provides for the purchase of 2018 Series C Bonds upon their optional or mandatory tender in accordance with Article IV hereof and issued by a commercial bank or other financial institution and delivered to the Trustee in accordance with Section 802 hereof which replaces a Liquidity Facility then in effect; provided, however, that any amendment, extension or renewal of the Liquidity Facility then in effect for the purpose of extending the Expiration Date of such Liquidity Facility or modifying such Liquidity Facility pursuant to its terms shall not be deemed to be an Alternate Liquidity Facility for purposes of this Resolution.

"Applicable Spread" shall be the amount that, when added to or subtracted from the Index Rate Index, will result in the minimum Index Rate that, in the judgment of the Remarketing Agent (or upon the initial issuance of Index Rate Bonds, the Underwriter, as applicable), under then-existing market conditions, will result in the remarketing of such Index Rate Bonds on their Conversion Date or Purchase Date at a price equal to 100% of the principal amount thereof.

"Authorized Denominations" means those authorized denominations set forth in Section 205 hereof.

"Available Moneys" means, (a) if a Credit Facility is in effect, (i) moneys drawn under the Credit Facility which at all times since their receipt by the Trustee were held in a separate segregated account or accounts or subaccount or subaccounts in which no moneys (other than those drawn under the Credit Facility) were at any time held, (ii) moneys which have been paid to the Trustee by the Authority and have been on deposit with the Trustee for at least 124 days (or, if paid to the Trustee by an "affiliate," as defined in Bankruptcy Code §101(2), of the Authority, 366 days) during and prior to which no Event of Bankruptcy shall have occurred, (iii) any other moneys, if, in the opinion of nationally recognized counsel experienced in bankruptcy matters (which opinion shall be acceptable to each Rating Agency then rating the 2018 Series C Bonds), the application of such moneys will not constitute a voidable preference in the event of the occurrence of an Event of Bankruptcy, and (iv) investment earnings on any of the moneys described in clauses (i), (ii) and (iii) of this definition; and (b) otherwise, "Available Moneys" means any moneys deposited with the Trustee.

"Bank Bonds" means 2018 Series C Bonds purchased with amounts made available under a Liquidity Facility in accordance with Section 401(e) hereof, but excluding 2018 Series C Bonds no longer considered to be Bank Bonds in accordance with the terms of the Liquidity Facility or Reimbursement Agreement, as applicable.

"Bank Rate" means the rate of interest on all Bank Bonds at any time as determined and calculated in accordance with the provisions of the related Liquidity Facility or Reimbursement Agreement, as applicable.

"Business Day" means any day except Saturday, Sunday or any day (i) on which banks located in the City of Detroit, Michigan, in the city in which the corporate trust office of the Trustee to which 2018 Series C Bonds must be surrendered for payment at maturity or redemption is located, the city in which the principal office of the Remarketing Agent, if any, is located, the city in which the office of any Liquidity Facility Provider at which payments under the Liquidity Facility are to be made is located, are required or authorized to close, or the office at which drawings under the Credit Facility must be presented are located are authorized by law or executive order to close, or (ii) on which the New York Stock Exchange is closed.

"Cede & Co." means Cede & Co., the nominee of DTC, or any successor nominee of DTC with respect to the 2018 Series C Bonds.

"Closing Date" means the date on which the 2018 Series C Bonds are issued and delivered to the Underwriter, or designee(s), in exchange for payment by the Underwriter therefor.

"Code" means the Internal Revenue Code of 1986, as amended, and regulations promulgated or proposed thereunder or under prior law applicable thereto.

"Conversion Date" means: (a) when used with respect to 2018 Series C Bonds being Converted to bear interest at a Fixed Rate, the Fixed Rate Conversion Date; (b) when used with respect to any Variable Rate Period after the Initial Period, the date on which a particular type of Variable Rate becomes effective for all or any portion of the 2018 Series C Bonds pursuant to Section 302 hereof and which is not immediately preceded by a day on which 2018 Series C Bonds bore interest at the same type of Variable Rate, except an automatic Conversion pursuant to Sections 301, 302(a)(ii), 302(d)(v), 302(e)(vii), 305(a)(iv)(A) and 407 hereof; (c) the date on which a Flexible Rate Period becomes effective for all or any portion of the 2018 Series C Bonds pursuant to Section 303 hereof following a Rate Period other than a Flexible Rate Period; and (d) the date any new Index Rate Period and Index Rate or Term Rate Period and Term Rate, as applicable, becomes effective, or the date any Conversion to an Index Rate or Term Rate becomes effective (or, with respect to notices, time periods and requirements in connection with the proceedings for such Conversion, the date on which it is proposed that such Conversion occur).

"Convert," "Converted" or "Conversion," as appropriate, means the conversion of the Rate Period of the 2018 Series C Bonds from the then current Rate Period to another Rate Period as herein described.

"Credit Facility" means the Initial Credit/Liquidity Facility and, upon the effectiveness of any Alternate Credit Facility, such Alternate Credit Facility. If there is a Credit Facility, the same instrument must be a Credit Facility and a Liquidity Facility hereunder. If no Credit Facility is then in effect, references herein to the Credit Facility shall be disregarded.

"Credit Facility Fund" means the fund by that name established pursuant to Section 603(c).

"Credit Provider" means the Initial Credit/Liquidity Provider and, upon the effectiveness of an Alternate Credit Facility, shall mean the bank or banks, insurance company or other financial institution or financial institutions or other entity that is then a party to the Credit Facility.

"Daily Rate Period" means the period of time during which the 2018 Series C Bonds bear interest at a Daily Rate.

"Daily Rate" means the rate of interest to be borne by the 2018 Series C Bonds as described in Section 302(b) hereof.

"DTC" means The Depository Trust Company, New York, New York and its successors and assigns.

"Event of Bankruptcy" means any of the following events:

(i) the Authority (or any other Person obligated, as guarantor or otherwise, to make payments on the 2018 Series C Bonds or under the Reimbursement Agreement, or an "affiliate" of the Authority as defined in Bankruptcy Code §101(2) but excluding a Credit Provider or a Liquidity Facility Provider) shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the Authority (or such other Person) or of all or any substantial part of their respective property, (b) commence a voluntary case under the Bankruptcy Code, or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(ii) a proceeding or case shall be commenced, without the application or consent of the Authority (or any other Person obligated, as guarantor or otherwise, to make payments on the 2018 Series C Bonds or under the Reimbursement Agreement, or an "affiliate" of the Authority as defined in Bankruptcy Code §101(2) but excluding a Credit Provider or a Liquidity Facility Provider) in any court of competent jurisdiction, seeking (a) the liquidation, reorganization, dissolution, winding up, or composition or adjustment of debts, of the Authority (or any such other Person), (b) the appointment of a Trustee, receiver, custodian, liquidator or the like of the Authority (or any such other Person) or of all or any substantial part of their respective property, or (c) similar relief in respect of the Authority (or any such other Person) under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts.

"Expiration Date" means (i) the date upon which a Credit Facility or a Liquidity Facility is scheduled to expire (taking into account any extensions of such Expiration Date) in accordance with its terms, (ii) the date upon which a Credit Facility or a Liquidity Facility terminates following voluntary termination by the Authority, or (iii) the date upon which a Credit Facility or a Liquidity Facility otherwise terminates in accordance of its terms.

"Failed Tender Date" means, for any 2018 Series C Bonds bearing interest at a Variable Rate, the date on which insufficient funds are available for the purchase of all such 2018 Series C Bonds tendered or deemed tendered and required to be purchased at the end of the Variable Rate Period as described in Section 407 hereof.

"Favorable Opinion of Bond Counsel" means an Opinion of Bond Counsel addressed to the Authority and the Trustee (with a copy and reliance letter to the Liquidity Facility Provider, if any)

to the effect that the action proposed to be taken is authorized or permitted by this 2018 Series C Resolution and will not adversely affect the legality or validity of the 2018 Series C Bonds or the exclusion of interest on the 2018 Bonds from gross income for federal income tax purposes.

"Fixed Rate" means the rate, which may include a floating interest rate which is a function of LIBOR, if applicable, or a SIFMA index selected by the Authority, at which 2018 Series C Bonds shall bear interest from and including the applicable Fixed Rate Conversion Date to the maturity date thereof pursuant to Section 305 hereof.

"Fixed Rate Bonds" means the 2018 Series C Bonds during the time such 2018 Series C Bonds bear interest at a Fixed Rate.

"Fixed Rate Conversion Date" means each day on which all or any portion of the 2018 Series C Bonds are Converted to bear interest at a Fixed Rate pursuant to Section 305 hereof, which Fixed Rate Conversion Date shall be (a) in the event of Conversion from a Variable Rate Period, the Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is made, or (b) in the event of Conversion from a Flexible Rate Period, the Interest Payment Date on which interest is payable on all 2018 Series C Bonds being Converted to the Fixed Rate.

"Fixed Rate Period" means each period during which 2018 Series C Bonds bear interest at the Fixed Rate.

"Flexible Rate" means, when used with respect to any particular 2018 Series C Bond, the interest rate determined for each Flexible Rate Period (except the last day thereof) applicable thereto pursuant to Section 303 hereof.

"Flexible Rate Bonds" means the 2018 Series C Bonds during the time such 2018 Series C Bonds bear interest at a Flexible Rate.

"Flexible Rate Conversion Date" means each day on which all or any portion of the 2018 Series C Bonds bear interest at Flexible Rates which is immediately preceded by a day on which such 2018 Series C Bonds did not bear interest at Flexible Rates and which Flexible Rate Conversion Date shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is to be made.

"Flexible Rate Period" means each period during which a 2018 Series C Bond bears interest at a Flexible Rate.

"Index Agent" means the Trustee or such other Person as may be designated by the Authority to act as the Index Agent for the Trustee.

"Index Rate Bonds" means 2018 Series C Bonds bearing interest at the Index Rate.

"Index Rate" means the interest rate established from time to time pursuant to Section 302(e), provided, however, that in no event may the Index Rate exceed the Maximum Rate.

"Index Rate Continuation Notice" has the meaning given to that term in Section 302(e)(iv).

"Index Rate Conversion Date" means: (i) the Conversion Date on which the interest rate on any 2018 Series C Bonds shall be Converted to an Index Rate; or (ii) the date on which a new Index Rate Period is to be established.

"Index Rate Determination Date" means: (i) with respect to any 2018 Series C Bonds in an Index Rate Period where the Index Rate Index is the SIFMA Index, each Wednesday or, if any such Wednesday is not a Business Day, then the next preceding Business Day, such date being the same day the SIFMA Index is expected to be published or otherwise made available to the Index Agent; and if the SIFMA Index is published on a different day, such day will be the Index Rate Determination Date. The Index Rate so calculated will apply to the calendar week from and including the immediately succeeding Thursday to and including the following Wednesday; or

(ii) with respect to any 2018 Series C Bonds in an Index Rate Period where the Index Rate is a function of LIBOR, the LIBOR Index Rate Determination Date;

provided that, if the Authority specifies alternative dates as "Index Rate Determination Dates" for any 2018 Series C Bonds in the Pricing Notice delivered in connection with the Conversion of such 2018 Series C Bonds, "Index Rate Determination Date" shall mean the dates specified in such Pricing Notice.

"Index Rate Index" means, with respect to any 2018 Series C Bonds, the SIFMA Index; provided, that if the Authority obtains a Favorable Opinion of Bond Counsel, "Index Rate Index" shall mean such other index as is determined by the Authority in consultation with the Remarketing Agent at the commencement of an Index Rate Period in accordance with Section 302(e).

"Index Rate Period" means any period during which 2018 Series C Bonds bear interest at the Index Rate.

"Initial Credit/Liquidity Provider" means Bank of America, N.A. ,and its successors and assigns.

"Initial Credit/Liquidity Facility" means the irrevocable direct pay letter of credit issued by the Initial Credit/Liquidity Provider in favor of the Trustee pursuant to the Initial Reimbursement Agreement to provide credit enhancement and liquidity support for the 2018 Series C Bonds bearing interest in the Weekly Rate. The Initial Credit/Liquidity Facility shall constitute a Credit Facility and a Liquidity Facility under this 2018 Series C Resolution and all references to a "Credit Facility" and "Liquidity Facility" hereunder shall include the Initial Credit/Liquidity Facility.

"Initial Reimbursement Agreement" means the Reimbursement Agreement dated as of April 1, 2020, between the Authority and the Initial Credit/Liquidity Provider, as it may be amended or modified from time to time.

"Initial Period" means the period beginning on the Closing Date and extending to the date set forth in the Purchase Contract.

"Interest Coverage Requirement" means the following applicable interest coverages required to be in effect with respect to a Credit Facility or Liquidity Facility: (a) during the Initial Period and when the 2018 Series C Bonds bear interest or are to be Converted to bear interest at the Daily Rate, the Weekly Rate or the Flexible Rate (if the Flexible Rate Period is longer than 270 days in duration) – not less than 184 days' of interest at 12% on a 365 day year or such other minimum period specified by the Rating Agencies as necessary to obtain (or maintain) a specified rating on the 2018 Series C Bonds, (b) if the 2018 Series C Bonds are to be Converted to a Term Rate (if the Term Rate is 180 days or more in duration – not less than 184 days' of interest at 12% on a 360 day year consisting of twelve 30-day months or such other minimum period specified by the Rating Agencies as necessary to obtain (or maintain) a specified rating on the 2018 Series C Bonds, and (c) if the 2018 Series C Bonds are to be Converted to bear interest at the Flexible Rate (if the Flexible Rate Period is 270 days or less in duration) – not less than the actual number of days set to elapse in the Flexible Rate Period at 12% on a 365 day year or such other minimum period specified by the Rating Agencies as necessary to obtain (or maintain) a specified rating on the 2018 Series C Bonds.

"Interest Payment Date" means (a) when used with respect to 2018 Series C Bonds bearing interest at an Index Rate, (i) the first Business Day of each calendar month to which interest at such rate has accrued if the Index Rate Index is the SIFMA Index or based upon LIBOR for one-month, (ii) each April 1 and October 1 or each January 1, April 1, July 1 and October 1, if the Index Rate Index is based upon LIBOR for three-months as determined by the Authority in the Purchase Contract or a certificate delivered upon an Index Rate Conversion Date, or (iii) each April 1 and October 1, if the Index Rate Index is based upon LIBOR for six-months; (b) when used with respect to 2018 Series C Bonds bearing interest at a Daily Rate, a Weekly Rate or a Term Rate, each April 1 and October 1 and each mandatory tender date; (c) when used with respect to 2018 Series C Bonds bearing interest at a Fixed Rate, each April 1 and October 1 which is at least 120 days following a Fixed Rate Conversion Date; (d) when used with respect to any particular 2018 Series C Bond bearing interest at a Flexible Rate, the last day of each Flexible Rate Period applicable thereto (and each April 1 and October 1 during a Flexible Rate Period which is longer than 270 days in duration); (e) when used with respect to Bank Bonds, the dates specified in the Liquidity Facility or Reimbursement Agreement, as applicable; (f) each Conversion Date; and (g) when used with respect to any 2018 Series C Bond, its stated maturity date or the date on which it is earlier paid.

"Interest Rate" means a Daily Rate, Weekly Rate, Flexible Rate, Term Rate, Index Rate or Fixed Rate.

"Investment Company" means an investment company registered under the Investment Company Act of 1940, as amended.

"Letter of Credit" means an unconditional irrevocable letter of credit issued by a domestic or foreign bank which qualifies as a Cash Equivalent under the General Resolution, and which provides for a draw down in the full amount upon its expiration date at the option of the Authority

in the absence of a renewal of such letter of credit or if the Authority does not deliver to the Trustee a replacement Letter of Credit.

"LIBOR" means the per annum rate (rounded, if necessary, to the nearest one-hundredth of one percent) for deposits in United States dollars for one month, three months or six months, as applicable, as defined by (a) the ICE Benchmark Administration ("ICE") or such other entity assuming the responsibility of ICE in calculating the London Inter-Bank Offered Rate in the event that ICE no longer does so, and (b) calculated by their appointed calculation agent and published, as such rate appears: (i) on the Reuters Monitor Money Rates Service page LIBOR01 (or a successor page on such service), or (ii) if such rate is not available, on such other information system that provides such information, in each case as of 11:00 a.m. (London, England time) on the LIBOR Index Rate Determination Date.

In the event that ICE or a successor indexing agent discontinues its administration and publication of the LIBOR and, as a result, LIBOR ceases to be published on Reuters Monitor Money Rates Service LIBOR01 Page (or any successor page on such service), the LIBOR Discontinuation Agent shall provide written notice (the "Discontinuation Notice") to the Authority and the Trustee designating (i) the last date on which the interest rate on the 2018 Series C Bonds shall be calculated on the basis of LIBOR (the "LIBOR Rate Discontinuation Date") and (ii) an alternative source and methodology for the determination of the variable rate on the 2018 Series C Bonds, which alternative source and methodology shall be determined in good faith by the LIBOR Discontinuation Agent. Such notice shall be given as soon as reasonably practicable. The alternative source and methodology designated by the LIBOR Discontinuation Agent shall become effective hereunder for the determination of the variable rate on the 2018 Series C Bonds on the first day following the LIBOR Rate Discontinuation Date, provided that the Authority has received a Favorable Opinion of Counsel with respect to the alternative source and methodology designated by the LIBOR Discontinuation Agent. In the event that the Authority has not received a Favorable Opinion of Counsel with respect to the alternative source and methodology designated by the LIBOR Discontinuation Agent, then the SIFMA Index and the related methodologies shall be deemed to be the alternative source for the calculation of interest payable in respect of 2018 Series C Bonds which, by their terms, would otherwise bear interest at a LIBOR rate. In such event, a reference to LIBOR in any calculation of interest shall be disregarded for such purposes and replaced with a reference to 100% of the relevant SIFMA Index.

"LIBOR Discontinuation Agent" means the Remarketing Agent or such other agent selected by an Authorized Representative.

"LIBOR Index Rate Determination Date" means a date that is (a) two Business Days preceding the date of a Conversion to the Index Rate Period, (b) two Business Days preceding each Purchase Date during the Index Rate Period, (c) each Three-month LIBOR Index Rate Determination Date or (d) two Business Days preceding each Interest Payment Date during the Index Rate Period other than when the Index Rate is based upon LIBOR for three-months; provided, that if the Authority obtains a Favorable Opinion of Bond Counsel, "LIBOR Index Rate Determination Date" shall mean such other date as is determined by the Authority in consultation with the Remarketing Agent in accordance with Section 302(e).

"Liquidity Facility" means the Initial Credit/Liquidity Facility and, upon the effectiveness of any Alternate Liquidity Facility, such Alternate Liquidity Facility The same instrument may be a Liquidity Facility and a Credit Facility hereunder. If no Liquidity Facility is then in effect, references herein to the Liquidity Facility shall be disregarded.

"Liquidity Facility Bonds" means any 2018 Series C Bond (other than 2018 Series C Bonds bearing interest at a Fixed Rate) which the Authority designates as such in the Purchase Contract or pursuant to a notice delivered pursuant to Section 405 herein. As of the Restated Resolution Effective Date, "Liquidity Facility Bonds" shall mean all 2018 Series C Bonds bearing interest at the Weekly Rate.

"Liquidity Facility Provider" means the Initial Credit/Liquidity Provider and, upon the effectiveness of an Alternate Liquidity Facility, shall mean the commercial bank or other financial institution issuing (or having primary obligation, or acting as agent for the financial institutions obligated, under) a Liquidity Facility then in effect.

"Mandatory Credit/Liquidity Tender" means the mandatory tender of the 2018 Series C Bonds pursuant to Section 404(a) upon receipt by the Trustee of written notice from the Credit Provider or the Liquidity Facility Provider, as applicable, that (i) an event with respect to the Credit Facility or the Liquidity Facility has occurred which requires or gives such Credit Provider or Liquidity Facility Provider the option to terminate such Credit Facility or Liquidity Facility upon notice or (ii) the amount of an interest drawing under the Credit Facility will not be reinstated and directing the Trustee to call the Bonds for mandatory tender pursuant to Section 404(a). Mandatory Credit/Liquidity Tender shall not include circumstances, if any, where the Liquidity Facility Provider may suspend or terminate its obligations to purchase securities without notice, in which case there will be no mandatory tender.

"Maximum Rate" means (a) with respect to 2018 Series C Bonds other than Bank Bonds, 12% per annum and (b) with respect to Bank Bonds, the rate set forth in a Liquidity Facility or Reimbursement Agreement, as applicable, not to exceed 25% per annum, provided, however, that in no event shall such rate in either case exceed the maximum rate permitted by applicable law.

"Non-Liquidity Remarketed Bonds" means, except as otherwise set forth in the Purchase Contract, any Variable Rate Bonds which the Authority designates as such pursuant to this Resolution or a notice delivered pursuant to and in accordance with Section 405 hereof.

"Non-Liquidity Remarketed Bonds Change Date" means the effective date on which any Liquidity Facility Bonds become Non-Liquidity Remarketed Bonds or any Non-Liquidity Remarketed Bonds become Liquidity Facility Bonds, as set forth in Section 405 hereof.

"One-Month LIBOR Index" means 70% of LIBOR for one month plus 0.10% or, if LIBOR for one month is not published or otherwise made available, 80% of the Treasury Rate plus 0.10%.

"Pricing Notice" shall mean, with respect to Term Rate Bonds or Index Rate Bonds, respectively, the written notice of an Authorized Representative delivered to the Trustee and the Remarketing Agent (i) at least two Business Days prior to the applicable Term Rate Conversion Date or the effective date of the new Term Rate Period in connection with a Conversion to or a continuation of a Term Rate Period, as the case may be, and (ii) at least five Business Days prior to the applicable Index Rate Conversion Date or effective date of the new Index Rate Period in connection with a Conversion to or a continuation of an Index Rate Period as the case may be.

"Principal Payment Date" means any date on which principal on the 2018 Series C Bonds is due and payable, whether at maturity, upon acceleration or upon redemption.

"Purchase Contract" means the contract of purchase between the Authority and the Underwriter with respect to the 2018 Series C Bonds.

"Purchase Date" means any date on which any 2018 Series C Bond is purchased pursuant to Article IV.

"Purchase Fund" means the fund established by Section 602.

"Rate Determination Date" means the date on which the interest rate for the Rate Period following each such Rate Determination Date is determined, as described in this Resolution.

"Rate Period" means a Daily Rate Period, a Weekly Rate Period, a Flexible Rate Period, an Index Rate Period, a Term Rate Period or a Fixed Rate Period.

"Record Date" means (a) with respect to any Interest Payment Date in respect of a 2018 Series C Bond during (i) the Initial Period or a Daily Rate Period, such Interest Payment Date, (ii) a Weekly Rate Period, Flexible Rate Period or Index Rate Period, the Business Day preceding such Interest Payment Date, and (b) with respect to a 2018 Series C Bond bearing interest at a Fixed Rate or Term Rate, the tenth day preceding such Interest Payment Date; provided, however, if such Record Date is not a Business Day, then such Record Date shall be deemed to be the first Business Day following such Record Date.

"Reimbursement Agreement" means the Initial Reimbursement Agreement and, if an Alternate Credit Facility is issued, any reimbursement agreement, credit agreement, line of credit agreement, standby purchase agreement or other agreement relating to the Credit Facility and/or Liquidity Facility, by and between the Credit Provider and the Authority.

"Remarketing Agent" means BofA Securities, Inc. or such other remarketing agent selected by an Authorized Representative, or any successor remarketing agent appointed in accordance with Section 901 hereof and any permitted assignee or successor thereto. "Principal Office" of the Remarketing Agent means the office thereof designated in writing to the Authority and the Trustee.

"Remarketing Agreement" means one or more remarketing agreements dated as of the Closing Date, to be entered into by the Authority and the Remarketing Agent, as from time to time

amended and supplemented with the consent of the Liquidity Facility Provider, if any. In the event that a successor remarketing agent is appointed pursuant to Section 901 hereof, "Remarketing Agreement" means the remarketing agreement between such successor remarketing agent and the Authority, as from time to time amended and supplemented.

"Restated Resolution Effective Date" means the effective date of this Amended and Restated 2018 Series C Resolution in accordance with the terms of Section 401 of the supplemental resolution relating to the 2018 Series C Resolution approved by the Authority on March 26, 2020.

"Securities Depository" means (i) DTC and its successors and assigns, if any, or (ii) any other securities depository which agrees to follow the procedures required to be followed by a securities depository in connection with the 2018 Series C Bonds and which is selected by the Authority as provided in Section 703(c).

"Security Arrangement" means an unconditional and irrevocable obligation of the Authority which (i) qualifies as a Cash Equivalent under the General Resolution, (ii) guarantees certain payments into the Capital Reserve Fund with respect to the Bonds as provided therein and subject to the limitations set forth therein, and (iii) is not subject to cancellation unless such cancellation would not cause the then-existing rating on the Bonds to be lowered or withdrawn.

"Serial Bonds" means the 2018 Series C Bonds, if any, which are redesignated as Serial Bonds as of any Fixed Rate Conversion Date as provided in Section 203 hereof.

"SIFMA" means the Securities Industry & Financial Markets Association (formerly the Bond Market Association) or any successor thereto.

"SIFMA Index" means, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by SIFMA or any Person acting in cooperation with or under the sponsorship of SIFMA and effective from such date. If such index is not published or otherwise made available, the Index Rate Index to which the Applicable Spread will be applied shall be the One-Month LIBOR Index.

"S&P" means S&P Global Ratings, and its successors and assigns.

"Special Record Date" means the date and time established by the Trustee for determinations of which Holders shall be entitled to receive overdue interest on the 2018 Series C Bonds pursuant to Section 203(b)(iii) hereof.

"Stepped Rate" shall mean the rate or rates of interest applicable with respect to any 2018 Series C Bonds should insufficient funds be available to purchase such 2018 Series C Bonds in connection with a mandatory tender at the end of a Variable Rate Period during which such 2018 Series C Bonds are not supported by a Liquidity Facility, as specified by the Authority in the Pricing Notice delivered in connection with the Conversion of such 2018 Series C Bonds to a Variable Rate Period or with the continuation of a Variable Rate Period with respect to such 2018

Series C Bonds. If no Stepped Rate was specified in the Pricing Notice relating to the expiring Variable Rate Period for such 2018 Series C Bonds, and upon issuance with respect to the initial Rate Period for the 2018 Series C Bonds, the Stepped Rate shall be: (a) for the period from and including the Failed Tender Date to but excluding the ninetieth (90th) day thereafter a per annum interest rate equal to the Stepped Rate Index plus 2.50%; (b) for the period from and including the ninetieth (90th) day after the Failed Tender Date to but excluding the one hundred eightieth (180th) day after the Failed Tender Date, a per annum interest rate equal to the greater of (i) the Stepped Rate Index plus 5.00% or (ii) 7.50%; and (c) thereafter, the Maximum Rate; provided that the Stepped Rate shall never be less than the rate of interest applicable to such 2018 Series C Bonds on the Business Day prior to the Failed Tender Date. Notwithstanding anything to the contrary, the Stepped Rate shall never exceed the Maximum Rate.

"Stepped Rate Determination Date" means the applicable Failed Tender Date and each Wednesday thereafter or, if any such Wednesday is not a Business Day, then the next preceding Business Day, such date being the same day the SIFMA Index is expected to be published or otherwise made available to the Index Agent, and if the SIFMA Index is published on a different day, such day will be the Stepped Rate Determination Date. The Stepped Rate Index so calculated will apply to the calendar week from and including the immediately succeeding Thursday to and including the following Wednesday or, for the initial period, from the Failed Tender Date to and including the Wednesday following the Failed Tender Date, unless the Failed Tender Date is a Wednesday in which event such rate will be based on the SIFMA Index determined on the prior Wednesday and will only apply on the Failed Tender Date; provided that different Stepped Rate Determination Dates may be specified in the Pricing Notice relating to the establishment of a new Term Rate Period or Index Rate Period for any 2018 Series C Bonds. The Stepped Rate or Rates calculated on any Stepped Rate Determination Date shall apply to 2018 Series C Bonds as set forth in Section 308 herein.

"Stepped Rate Index" shall mean an index specified by the Authority in the Pricing Notice delivered in connection with the Conversion of 2018 Series C Bonds to a Variable Rate Period or with the continuation of a Variable Rate Period with respect to such 2018 Series C Bonds as provided herein. If no Stepped Rate Index is specified in the Pricing Notice relating to the expiring Variable Rate Period for such 2018 Series C Bonds, and with respect to the Initial Period for the 2018 Series C Bonds, the Stepped Rate Index shall be the SIFMA Index.

"Surety Bond" or "Surety" means an unconditional and irrevocable reserve fund policy or surety bond which (i) qualifies as a Cash Equivalent under the General Resolution, (ii) guarantees certain payments into the Capital Reserve Fund with respect to the Bonds as provided therein and subject to the limitations set forth therein, and (iii) is not subject to cancellation by the provider.

"Term Bonds" means the 2018 Series C Bonds issued as Term Bonds as authorized under Section 203 hereof, which have not been redesignated as Serial Bonds.

"Term Rate" means the rate of interest on a 2018 Series C Bond specified herein for the initial Term Rate Period applicable to the 2018 Series C Bonds and thereafter the rate of interest established in accordance with Section 302(d).

"Term Rate Bonds" means the 2018 Series C Bonds during the time such 2018 Series C Bonds bear interest at a Term Rate.

"Term Rate Computation Date" means any Business Day during the period from and including the date of receipt of a notice from the Authority relating to a Conversion to a Term Rate for any 2018 Series C Bonds to and including the Business Day next preceding the proposed Term Rate Conversion Date.

"Term Rate Conversion Date" means: (i) the Conversion Date on which the interest rate on any 2018 Series C Bonds shall be Converted to a Term Rate; or (ii) the date on which a new Term Rate Period and Term Rate are to be established.

"Term Rate Continuation Notice" shall have the meaning given such term in Section 302(d)(ii).

"Term Rate Period" means any period during which any 2018 Series C Bonds bear interest at the Term Rate.

"Three-month LIBOR Rate Determination Date" means two Business Days prior to each January 1, April 1, July 1, and October 1.

"Treasury Rate" means the interest rate applicable to one-month United States Treasury bills determined by the Remarketing Agent on the basis of the average per annum discount rate at which such one-month Treasury bills shall have been sold at the most recent Treasury auction.

"Underwriter" means Merrill Lynch, Pierce, Fenner & Smith Incorporated or any other wholly-owned subsidiary of Bank of America Corporation to which all or substantially all of the Underwriter's municipal markets business may be transferred following the adoption of this Resolution.

"Variable Rate" means, as the context requires, the interest rate during the Initial Period or the Daily Rate, Weekly Rate, Term Rate or Index Rate applicable to 2018 Series C Bonds.

"Variable Rate Bonds" means the 2018 Series C Bonds during the time such 2018 Series C Bonds bear interest at a Variable Rate.

"Variable Rate Conversion Date" means each day (other than the Business Day immediately following the last day of the Initial Period) on which all or any portion of the 2018 Series C Bonds bear interest at a Variable Rate pursuant to Section 302(d), 302(e) or 302(f) hereof which is immediately preceded by a day on which such 2018 Series C Bonds did not bear interest at the same Variable Rate.

"Variable Rate Period" means each period during which 2018 Series C Bonds bear interest at a specific Variable Rate.

"Weekly Rate" means the interest rate to be determined for 2018 Series C Bonds on a weekly basis pursuant to Sections 203 and 302(c) hereof.

"Weekly Rate Conversion Date" means each day on which all or any portion of the 2018 Series C Bonds bear interest at a Weekly Rate pursuant to Section 302(d) or (e) hereof which is immediately preceded by a day on which such 2018 Series C Bonds did not bear interest at a Weekly Rate. The effective date of an automatic Conversion to the Weekly Rate pursuant to Section 302(a)(ii) hereof shall be deemed to be a Weekly Rate Conversion Date.

"Weekly Rate Period" means each period during which 2018 Series C Bonds bear interest at a Weekly Rate.

ARTICLE II
AUTHORIZATION OF 2018 SERIES C BONDS

201. Principal Amount, Designation and Series. A Series of Bonds is hereby authorized to be issued and sold pursuant to the provisions of the General Resolution in an aggregate principal amount not to exceed $134,000,000. Such Series of Bonds may be issued in one or more subseries, and shall be designated "*Rental Housing Revenue Bonds, 2018 Series C*."

202. Purpose. The 2018 Series C Bonds are being issued for the purposes of: (i) redeeming within 90 days of the Closing Date, all or a portion of the Authority's outstanding (a) Rental Housing Revenue Bonds, 2005 Series A and (b) Rental Housing Revenue Bonds, 2007 Series C (collectively, the "Prior Bonds"); and (ii) making a deposit to the Capital Reserve Fund (unless a Cash Equivalent is provided in lieu of such deposit, as provided below, or sufficient moneys are on deposit therein).

203. Interest Rates, Principal Amounts and Maturity Dates. (a) The 2018 Series C Bonds shall be dated and shall be issued on or before August 31, 2018, as determined by an Authorized Representative. The 2018 Series C Bonds shall be issued as interest bearing Bonds and not as Capital Appreciation Bonds. All of the 2018 Series C Bonds shall be initially issued as Term Bonds which shall mature on any April 1 or October 1 in the years and principal amounts and shall bear interest as approved by an Authorized Representative, which approval shall be evidenced by execution of the Purchase Contract by any Authorized Representative. The 2018 Series C Bonds may remain as Term Bonds or become Serial Bonds or any combination of Serial Bonds and Term Bonds in connection with a Conversion of 2018 Series C Bonds to Fixed Rate Bonds which shall mature on any April 1 or October 1 in the years and principal amounts as approved by an Authorized Representative. The 2018 Series C Bonds shall bear interest at the Weekly Rate for the Initial Period as set forth in the Purchase Contract and thereafter shall bear interest at a Weekly Rate as set forth in the Purchase Contract determined as provided in Section 301 hereof. Interest shall be payable on the applicable Interest Payment Date.

(b) Subject to the further provisions of Article III hereof, each 2018 Series C Bond shall bear interest and be payable as to interest as follows:

(i) Each 2018 Series C Bond shall bear interest (at the applicable rate determined pursuant to Article III hereof) computed from (A) the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid, or (B) the last preceding Interest Payment Date to which interest has been paid (or the Closing Date if no interest thereon has been paid) in all other cases, and in either case (C) to and including the day (whether or not a Business Day) immediately preceding each Interest Payment Date on which interest is being paid.

(ii) Subject to the provisions of subparagraph (iii) below, the interest due on any 2018 Series C Bond on any Interest Payment Date shall be paid to the Holder of such 2018 Series C Bond as shown on the registration books kept by the Trustee as of the regular Record Date. The amount of interest payable on any Interest Payment Date shall be computed (A) on the basis of a 365- or 366-day year for the number of days actually elapsed with respect to the Initial Period and to a Flexible Rate Period, Daily Rate Period, Weekly Rate Period or an Index Rate Period during which the Index Rate Index is the SIFMA Index, (B) on the basis of a 360-day year consisting of twelve 30-day months with respect to a Term Rate Period or Fixed Rate Period, and (C) on the basis of a 360-day year for the actual days elapsed with respect to an Index Rate Period during which the Index Rate is a function of LIBOR.

(iii) If the funds available under the General Resolution are insufficient on any Interest Payment Date to pay the interest then due, the regular Record Date shall no longer be applicable with respect to the 2018 Series C Bonds. If sufficient funds for the payment of such overdue interest thereafter become available, the Trustee shall promptly establish a special interest payment date for the payment of the overdue interest and a Special Record Date (which shall be a Business Day) for determining the Holders entitled to such payments. Notice of such date so established shall be given by first-class mail by the Trustee to each Holder at least ten (10) days prior to the Special Record Date, but not more than thirty (30) days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date (which date shall be deemed to be an Interest Payment Date) to the Holder, as shown on the registration books kept by the Trustee as of the close of business on the Special Record Date.

(iv) All payments of interest on the 2018 Series C Bonds shall be paid to the persons entitled thereto pursuant to Section 203(b)(ii) or Section 203(b)(iii) hereof on the Interest Payment Date in immediately available funds.

(c) (i) Any Holder may elect to have the principal or Redemption Price of and interest on its 2018 Series C Bonds bearing interest at the rate effective during the Initial Period or at Daily, Weekly, Term, Index or Fixed Rates paid by wire transfer to a bank within the continental United States or deposited to a designated account that is maintained with the Trustee; provided, however, that such Holder shall have provided wire transfer instructions to the Trustee prior to the Interest Payment Date; provided further, that each such 2018 Series C Bond must be presented to the Trustee in order for the Holder to receive payment of principal or Redemption Price.

(ii) Interest accrued during any Flexible Rate Period shall be paid in immediately available funds, but only upon presentation and surrender of 2018 Series C Bonds to the Trustee, by wire transfer to a bank within the continental United States or direct deposit to a

designated account that is maintained with the Trustee pursuant to directions given by the Holder to the Trustee on or prior to the Interest Payment Date.

(d) In making the determination with respect to interest rates and the maturities of the 2018 Series C Bonds, and the compensation to be paid to the Underwriter in connection with the issuance and sale of the 2018 Series C Bonds, the Authorized Representative making such determinations shall be limited as follows:

(i) The rate of interest on any 2018 Series C Bond shall not at any time exceed the Maximum Rate.

(ii) The rate of interest on any 2018 Series C Bond during the Initial Period shall not exceed a coupon rate of 5.00% per annum.

(iii) The compensation to be paid to the Underwriter in connection with the sale of the 2018 Bonds shall not be more than 1.00% of the original aggregate principal amount of the 2018 Bonds.

(iv) The schedule of maturities and the amount of each maturity for the entire Series and each subseries, if any, of the 2018 Series C Bonds, taking into account the Redemption Requirements, if any, established pursuant to Section 501 hereof, shall be established in a manner that will permit the Authorized Representative to file the Cash Flow Statement required by Section 914 of the General Resolution.

(v) The final maturity of the 2018 Series C Bonds shall not be later than October 1, 2042.

(vi) The maximum amount of scheduled principal payments (adjusted for any previously scheduled Redemption Requirements) and Redemption Requirements due on any April 1 or October 1 (or, if the 2018 Series C Bonds are in a Flexible Rate Period and such April 1 or October 1 is not an Interest Payment Date, the Interest Payment Date immediately following such April 1 or October 1 in the case of Redemption Requirements) shall not exceed $30,000,000.

(e) Subject to the limitations set forth in subsection (d) above, scheduled principal payments and Redemption Requirements may be revised upon Conversion of all or any portion of the 2018 Series C Bonds to, Flexible Rates or a Fixed Rate pursuant to Sections 303 or 305 hereof to the extent and in the manner provided in the Purchase Contract.

204. [RESERVED]

205. Denominations, Numbers and Letters. (a) The 2018 Series C Bonds shall be issued as fully-registered bonds in the Authorized Denominations set forth in subsection (b) below. The 2018 Series C Bonds shall be lettered "C," and shall be numbered consecutively from 1 upwards, except that, in connection with any Conversion Date, the Authority may determine that the 2018 Series C Bonds for which such date is a Conversion Date should bear a new designation after such Conversion Date and, if it should so determine, the Authority shall advise the Trustee of the new

designation. References in this 2018 Series C Resolution, unless the context requires otherwise, include 2018 Series C Bonds as redesignated pursuant to this Section 205.

(b) The 2018 Series C Bonds shall be issuable in fully-registered form, in denominations of (i) during a Variable Rate Period, $100,000 and any integral multiple of $5,000 in excess of $100,000, (ii) during a Flexible Rate Period, $100,000 and any integral multiple of $1,000 in excess of $100,000, and (iii) during a Term Rate Period or an Index Rate Period or on and after the Fixed Rate Conversion Date, $5,000 or integral multiples thereof (each "Authorized Denominations"); provided, however, that if as a result of a Conversion of 2018 Series C Bonds from a Term Rate Period or an Index Rate Period to a Daily Rate Period, Weekly Rate Period or Flexible Rate Period, it is not possible to deliver all the 2018 Series C Bonds required or permitted to be Outstanding in a denomination permitted above, 2018 Series C Bonds may be delivered, to the extent necessary, in different denominations. If the interest rate on the 2018 Series C Bonds is automatically Converted to a Weekly Rate, as provided in 302(a)(ii) hereof, 2018 Series C Bonds then Outstanding which were in Authorized Denominations immediately prior to such automatic Conversion shall be deemed to be temporarily in Authorized Denominations following such automatic Conversion.

(c) Each 2018 Series C Bond shall be dated as of the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid, and in all other cases the last preceding Interest Payment Date to which interest has been paid (or the Closing Date if no interest thereon has been paid).

206. Sale of 2018 Series C Bonds. An Authorized Representative is authorized to negotiate, execute and deliver the Purchase Contract on behalf of the Authority in substantially the form presented to this meeting, with such changes as an Authorized Representative deems necessary and desirable and are not materially adverse to the Authority, for purchase of the 2018 Series C Bonds at the price set forth therein (which shall not be less than 100% of the principal amount thereof) by the Underwriter. Approval of the Purchase Contract, and the purchase price set forth therein, shall be evidenced by the execution of the Purchase Contract by an Authorized Representative.

207. Liquidity Facility.

(a) For so long as any 2018 Series C Bonds are Liquidity Facility Bonds, payment of the Purchase Price of such Liquidity Facility Bonds shall be made pursuant to a Liquidity Facility delivered by a Liquidity Facility Provider, subject to Section 802. An Authorized Representative is authorized to select a Liquidity Facility Provider and to negotiate and execute the Liquidity Facility, if any, substantially in the form of a standby bond purchase agreement, line of credit or letter of credit previously approved by the Authority in connection with any Series of Bonds, with such changes in such document as may be necessary or desirable, permitted by the Act and otherwise by law, and are not materially adverse to the Authority, taking into account the benefits to be derived by the Authority from the issuance of the 2018 Series C Bonds, and subject to the following additional conditions:

(i) The initial annual fees to be paid in respect of the Initial Credit/Liquidity Facility shall not exceed 1.00% of the available commitment thereunder; provided, however, that such fees may be increased pursuant to the provisions of the Liquidity Facility.

(ii) The available commitment under the Liquidity Facility shall not exceed an amount equal to the sum of (A) the principal amount of the 2018 Series C Bonds and (B) the Interest Coverage Requirement with respect to such principal amount.

(b) Any Authorized Representative hereby is authorized to obtain any amendment to any Liquidity Facility in respect of 2018 Series C Bonds bearing interest at a Variable Rate or a Flexible Rate, and to execute and deliver the same.

(c) The initial annual fees to be paid in respect of any Alternate Liquidity Facility shall not exceed 3.00% of the available commitment thereunder; provided, however, that such fees may be increased in accordance with the provisions of such Alternate Liquidity Facility.

208. Credit Facility.

(a) For so long as 2018 Series C Bonds bearing interest at a Variable Rate are supported by a Credit Facility, payment of the principal and interest on the 2018 Series C Bonds shall be made pursuant to a Credit Facility delivered by a Credit Provider, subject to Section 804. If a Credit Facility supports 2018 Series C Bonds during a Variable Rate Period, such Credit Facility must support all 2018 Series C Bonds. As of the Restated Resolution Effective Date, the 2018 Series C Bonds shall bear interest at the Weekly Rate and shall be supported by the Initial Credit/Liquidity Facility. An Authorized Representative is authorized to select a Credit Provider and to negotiate and execute the Credit Facility (and/or related Reimbursement Agreement), if any, substantially in the form of an irrevocable direct pay letter of credit approved by the Authority in connection with the 2018 Series C Bonds, with such changes in such document as may be necessary or desirable, permitted by the Act and otherwise by law, and are not materially adverse to the Authority, taking into account the benefits to be derived by the Authority from the issuance of the 2018 Series C Bonds, and subject to the following additional conditions:

(i) The initial annual fees to be paid in respect of the Initial Credit/Liquidity Facility shall not exceed 1.00% of the available commitment thereunder; provided, however, that such fees may be increased pursuant to the provisions of such Credit Facility.

(ii) The available commitment under any Credit Facility shall not exceed an amount equal to the sum of (A) the principal amount of the 2018 Series C Bonds and (B) the Interest Coverage Requirement with respect to such principal amount.

(b) Any Authorized Representative hereby is authorized to obtain any amendment to any Credit Facility in respect of 2018 Series C Bonds bearing interest at a Variable Rate, and to execute and deliver the same.

(c) The initial annual fees to be paid in respect of any Alternate Credit Facility shall not exceed 3.00% of the available commitment thereunder; provided, however, that such fees may be increased in accordance with the provisions of such Alternate Credit Facility.

ARTICLE III
INTEREST RATES ON 2018 SERIES C BONDS

301. Initial Interest Rate; Subsequent Rates. The 2018 Series C Bonds shall initially bear interest at the Weekly Rate. The initial Weekly Rate to be effective shall be determined as provided in the Purchase Contract. The Interest Rate borne by the 2018 Series C Bonds may be Converted from time to time to another type of Interest Rate as hereinafter provided. In the event of a failure to effect a proposed Conversion to another type of Interest Rate pursuant to Section 302, 303 or 305 hereof, the Interest Rate on the 2018 Series C Bonds to have been Converted shall be automatically Converted to a Weekly Rate and shall bear interest at the Weekly Rate set in accordance with Section 302(c) hereof from the date on which such Conversion was to have occurred, which date shall be deemed to be the first day of the Weekly Rate Period, if the Conversion was to have been made from a Variable Rate Period or a Flexible Rate Period.

302. Variable Rates; Conversion to Variable Rate Periods.

(a) Determination by Remarketing Agent. Except for the Initial Period and subject to the further provisions of this Article III with respect to particular Variable Rates or Conversions to or between Variable Rate Periods, the Variable Rate to be applicable to 2018 Series C Bonds during any Variable Rate Period shall be determined by the Remarketing Agent.

(i) In each case, subject to the provisions of Section 306 hereof, the Variable Rate for a Variable Rate Period in question shall be determined by the Remarketing Agent on the date or dates and at the time or times required pursuant to subsection (b) through (g) below, whichever is applicable.

(ii) Except for the interest rate during the Initial Period, each Variable Rate shall be determined by the Remarketing Agent as the lowest rate of interest which, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would permit the applicable 2018 Series C Bonds to be sold at a purchase price equal to one hundred percent (100%)

of the principal amount thereof plus any accrued interest thereon as of the effective date of such rate; provided, however, that if (i) the Remarketing Agent fails for any reason to determine the Variable Rate for any Variable Rate Period when required hereunder, (ii) there is no Remarketing Agent in place on the applicable Rate Determination Date, (iii) any Variable Rate fails to become effective, or (iv) a Variable Rate is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, then the Interest Rate on such 2018 Series C Bonds shall be automatically Converted to (or continue to bear interest at) a Weekly Rate; provided, further, that (i) if the 2018 Series C Bonds are Converted to the Weekly Rate as provided above, the Weekly Rate through the Tuesday following such Conversion shall be the applicable last interest rate in effect, and (ii) if the 2018 Series C Bonds continue to bear interest at a Weekly Rate as provided above, or if a Weekly Rate is not determined by the Remarketing Agent for two or more consecutive Weekly Periods, the Weekly Rate shall be the Maximum Rate. In the event the 2018 Series C Bonds are Converted to a Weekly Rate as provided in the immediately preceding sentence, the Trustee shall as soon as practicable send notice by first class mail to the Holders stating that such automatic Conversion has occurred, the effective date thereof, and the manner in which the Weekly Rate for such Weekly Rate Period is being determined.

(iii) In no event shall the Variable Rate for any Variable Rate Period exceed the Maximum Rate.

(iv) All determinations of Variable Rates shall be conclusive and binding upon the Authority, the Trustee and the Holders of the 2018 Series C Bonds. The Authority, the Trustee and the Remarketing Agent shall not be liable to any Holders for failure to give any notice required in this Section 302 or for failure of any Holders to receive any such notice.

(b) Daily Rates. A Daily Rate shall be determined for each Daily Rate Period as follows:

(i) The Daily Rate shall be effective for one day. Subject to the provisions of Section 302(a)(ii) hereof, each such Daily Rate shall be determined by the Remarketing Agent by 10:00 a.m., New York City time, on each Business Day. If the 2018 Series C Bonds bearing interest at a Daily Rate have not been subject to a Conversion, then the Daily Rate on a day that is not a Business Day shall be the Daily Rate determined on the preceding Business Day.

(ii) Subject to the provisions of Section 306 hereof, notice of each Daily Rate shall be given by the Remarketing Agent to the Authority and the Trustee by telephone or facsimile transmission (or electronic communication mutually acceptable to the parties) not later than the close of business on the same Business Day, and written notice of Daily Rates determined shall be given by the Remarketing Agent to the Authority and the Trustee on the Business Day prior to each Interest Payment Date on which interest at a Daily Rate or Daily Rates is required to be paid.

(iii) Subject to the provisions of Section 306 hereof, written notice of Daily Rates shall be given by the Trustee to the Liquidity Facility Provider, if any, and each Holder requesting such information within seven (7) Business Days after each Interest Payment Date on which interest at a Daily Rate or Daily Rates was paid.

(c) Weekly Rates. A Weekly Rate shall be determined for each Weekly Rate Period as follows:

(i) Weekly Rate Periods shall commence on Wednesday of each week and end on Tuesday of the following week, except that: (A) if a Weekly Rate Period is the Rate Period following the Initial Period for any 2018 Series C Bonds, such Weekly Rate Period shall commence on the day after the Initial Period and end on Tuesday of the following week; (B) in the case of a Conversion to a Weekly Rate Period from a different Variable Rate Period or from Flexible Rate Periods, such Weekly Rate Period shall commence on the last Interest Payment Date in respect of the immediately preceding Rate Period or Rate Periods and end on Tuesday of the following week; (C) in the case of a Conversion from a Weekly Rate Period to a different Rate Period, the last Weekly Rate Period prior to Conversion shall end on the last day immediately preceding the Conversion Date to the new Rate Period; (D) if a Weekly Rate Period occurs by virtue of the automatic Conversion to a Weekly Rate as provided in Section 301 or 302(a)(ii) hereof, such Weekly Rate Period shall commence on the effective date of such automatic Conversion; and (E) in the event a Weekly Rate Period is the final Rate Period with respect to a 2018 Series C Bond, such Weekly Rate Period shall end on the stated maturity date of the 2018 Series C Bond or the date of earlier payment thereof.

(ii) The Weekly Rate for each Weekly Rate Period shall be effective from and including the commencement date of such period and shall remain in effect through and including the last day thereof. Subject to the provisions of Section 302(a)(ii) hereof, each such Weekly Rate shall be determined by the Remarketing Agent by 11:00 a.m. New York City time on the commencement date of the Weekly Rate Period to which it relates (unless such day is not a Business Day, in which case, by 4:00 p.m. New York City time on the first Business Day preceding the commencement date of the Weekly Rate Period to which it relates).

(iii) Subject to the provisions of Section 306 hereof, notice of each Weekly Rate shall be given by the Remarketing Agent to the Authority and the Trustee by telephone or facsimile transmission (or electronic communication mutually acceptable to the parties) not later than the close of business on the first Business Day immediately preceding the commencement date of the Weekly Rate Period to which it relates, and written notice of Weekly Rates determined for each Weekly Rate Period shall be given by the Remarketing Agent to the Authority and the Trustee on the Business Day prior to each Interest Payment Date on which interest at a Weekly Rate or Weekly Rates is required to be paid.

(iv) Subject to the provisions of Section 306 hereof, written notice of Weekly Rates determined for each Weekly Rate Period shall be given by the Trustee to the Liquidity Facility Provider, if any, and each Holder requesting such information within seven (7) Business Days after each Interest Payment Date on which interest at a Weekly Rate or Weekly Rates was paid.

(d) Term Rates. A Term Rate shall be determined for each Term Rate Period as follows:

(i) If the Term Rate Period is the Rate Period following the Initial Period, the Term Rate Period shall commence on the Term Rate Conversion Date and end on a day that precedes a Business Day selected by the Authority that is a minimum of 180 days after the Term Rate Conversion Date, but in no event later than the maturity date of the applicable 2018 Series C Bonds. Upon such selection, such Business Day will be an Interest Payment Date for such Term Rate Bonds. The duration of the Term Rate Period and the Stepped Rate to be applicable to the Term Rate Bonds should insufficient funds be available for their purchase at the end of such Term Rate Period, shall be as specified in the Pricing Notice given with respect to the Conversion of any 2018 Series C Bonds to such Term Rate Period pursuant to Section 302(d)(iii) or with respect to any new Term Rate and Term Rate Period for 2018 Series C Bonds then bearing interest at a Term Rate pursuant to Section 302(d)(ii). With respect to each Term Rate Period except during the Initial Period, if applicable, subject to the provisions of Section 302(a)(ii) hereof, the Remarketing Agent shall set the Term Rate for the 2018 Series C Bonds by 5:00 p.m. New York City time, on the applicable Term Rate Computation Date. Upon a successful Conversion of any 2018 Series C Bonds to bear interest at the Term Rate from another Interest Rate pursuant to this Article III or the establishment of a new Term Rate Period and a new Term Rate for any Term Rate Bonds pursuant to Section 302(d)(ii), and until such Term Rate Bonds are successfully Converted to another Interest Rate, such 2018 Series C Bonds shall bear interest at a Term Rate.

(ii) Term Rate Continuation. The Authority may establish a new Term Rate Period and Term Rate for any Term Rate Bonds by delivery of a written notice consistent with the provisions of Section 302(d)(iii) (a "Term Rate Continuation Notice") to the Trustee, the Remarketing Agent and the applicable Liquidity Facility Provider, if any, for such Term Rate Bonds no less than thirty-one (31) days prior to the effective date of the new Term Rate Period along with a form of Favorable Opinion of Bond Counsel proposed to be delivered on the effective date of the new Term Rate Period in connection with the continuation of a Term Rate Period for the Term Rate Bonds. The effective date of the new Term Rate Period must be a Business Day on which such Term Rate Bonds are subject to optional redemption pursuant to Section 502(a) or a Business Day on which such 2018 Series C Bonds are subject to mandatory tender pursuant to the applicable provisions of Section 403(a). No later than two (2) Business Days prior to the effective date of such new Term Rate Period, the Authority shall deliver to the Trustee a Pricing Notice consistent with the provisions of Section 302(d)(iii) below. Each Term Rate Bond shall be subject to mandatory tender on the first day of the new Term Rate Period. No new Term Rate shall become effective unless a Favorable Opinion of Bond Counsel is delivered on (and as of) the first day of the new Term Rate Period and all such Term Rate Bonds are successfully remarketed in the new Term Rate Period at the new Term Rate on the first day of the new Term Rate Period.

(iii) Contents of Term Rate Continuation Notice; Pricing Notice. The Authority's Term Rate Continuation Notice must specify: (i) the proposed Term Rate Period; (ii) whether the Liquidity Facility then in effect, if any, will remain in effect; (iii) if a new Liquidity Facility will be in effect after the effective date of the new Term Rate Period and Term Rate; and (iv) the

expected ratings, if any, on such 2018 Series C Bonds following the establishment of a new Term Rate Period and Term Rate.

The Pricing Notice delivered in connection with a Conversion to or continuation of a Term Rate must specify: (1) the duration of the Term Rate Period, (2) the optional redemption provisions applicable to such Term Rate Bonds during such Term Rate Period, if any, and (3) the Stepped Rate to be applicable to such Term Rate Bonds should insufficient funds be available to purchase such Term Rate Bonds at the end of such Term Rate Period.

(iv) Notice to Holders. Subject to Section 306 hereof, upon receipt of a Term Rate Continuation Notice from an Authorized Representative, as soon as possible, but in any event not less than thirty (30) days prior to the first day of the proposed Term Rate Period, the Trustee shall give notice by first-class mail to the Holders of the affected Series of 2018 Series C Bonds, which notice shall state:

(A) in substance that a new Term Rate Period and Term Rate are to be established for such 2018 Series C Bonds on the applicable Term Rate Conversion Date if the conditions specified in this 2018 Series C Resolution (and generally described in such notice) are satisfied on or before such date;

(B) the first day of the new Term Rate Period;

(C) that the Authority has delivered to the Trustee the form of an Favorable Opinion of Bond Counsel proposed to be delivered to the Trustee in connection with the continuation of the Term Rate Period for the Term Rate Bonds;

(D) that a new Term Rate Period and Term Rate for such 2018 Series C Bonds shall not be established unless the Favorable Opinion of Bond Counsel referred to above is delivered to the Trustee on (and as of) the first day of the new Term Rate Period and all such 2018 Series C Bonds are successfully remarketed in the new Term Rate Period and at the new Term Rate on the first day thereof;

(E) the CUSIP numbers or other identification information of such 2018 Series C Bonds;

(F) that all affected 2018 Series C Bonds are subject to mandatory tender for purchase on the first day of the new Term Rate Period (whether or not the proposed new Term Rate Period becomes effective on such date, unless the 2018 Series C Bonds are not supported by a Liquidity Facility, then the 2018 Series C Bonds will be purchased only upon a successful remarketing at the new Term Rate) at the purchase price; and

(G) that, to the extent that there shall be on deposit with the Trustee on the first day of the new Term Rate Period an amount of money sufficient to pay the purchase price thereof, all such 2018 Series C Bonds not delivered to the Trustee on or prior to such date shall be deemed to have been properly tendered for purchase and shall cease to constitute or represent a right on behalf of the Holder thereof to the payment of principal thereof or interest thereon and shall represent and constitute only the right to payment of

the purchase price on deposit with the Trustee, without interest accruing thereon after such date.

(v) End of Term Rate. In the event the Authority fails to give a Term Rate Continuation Notice or a notice of Conversion with respect to Term Rate Bonds at the time required by this Section 302(d), as applicable, or if the conditions to the effectiveness of a new Term Rate Period and new Term Rate set forth in Section 302(d)(ii) or the conditions to Conversion to another Rate Period are not satisfied, including as a result of the Remarketing Agent failing to establish a Term Rate as herein provided, then on the day following the last day of the current Term Rate Period, a Weekly Rate Period shall automatically commence for such 2018 Series C Bonds; provided that, notwithstanding anything to the contrary herein, unless a Liquidity Facility is in effect with respect to such 2018 Series C Bonds, such 2018 Series C Bonds shall not be subject to optional tender pursuant to Section 401(a) and shall bear interest at a rate of interest equal to the Stepped Rate determined on each Stepped Rate Determination Date, subject to the provisions of Section 407(b).

(e) Index Rates.

(i) Upon a successful Conversion of any 2018 Series C Bonds to an Index Rate Period pursuant to Section 302 or upon a continuation of 2018 Series C Bonds in an Index Rate Period, and until such 2018 Series C Bonds are successfully converted to another Rate Period pursuant to this Article III, such 2018 Series C Bonds shall bear interest at the Index Rate applicable to such 2018 Series C Bonds, as determined by the Index Agent. Except as may be otherwise specified in a Pricing Notice, (A) the initial Index Rate for each Index Rate Period during which the Index Rate Index is the SIFMA Index, shall apply to the period commencing on the first day of such Index Rate Period and ending on the following Wednesday, unless such first day is a Wednesday, in which case the initial Index Rate will only apply to such first day and thereafter, each Index Rate shall apply to the period commencing on and including Thursday (whether or not a Business Day) to and including the following Wednesday, or (B) the initial Index Rate for each Index Rate Period during which the Index Rate Index is a function of LIBOR, shall apply to the period commencing on the first day of such Index Rate Period to and including the date preceding the next Interest Payment Date and thereafter, each Index Rate shall apply to the period commencing on and including the following Interest Payment Date to and including the date preceding the next Interest Payment Date.

The duration of the Index Rate Period, the Stepped Rate to be applicable to such 2018 Series C Bonds should insufficient funds be available for their purchase at the end of such Index Rate Period, the next Purchase Date, the Index Rate Index, the frequency with which the Index Rate will be recalculated, the Interest Payment Dates applicable to such 2018 Series C Bonds and any alternative Index Rate Determination Dates shall be as specified in the Pricing Notice given with respect to the Conversion of 2018 Series C Bonds to the Index Rate Period pursuant to this Article III or with respect to any new Index Rate and Index Rate Period for 2018 Series C Bonds then bearing interest at an Index Rate

(ii) Determination of Applicable Spread. The Index Rate for Index Rate Bonds shall be based on the Index Rate Index, which shall be designated by the Authority not less than five Business Days prior to a Conversion Date or Purchase Date. The Remarketing Agent shall

determine the Applicable Spread to be used in calculating the Index Rate on or before the Index Rate Determination Date preceding the Conversion Date or Purchase Date and such Applicable Spread shall be documented and communicated to the Trustee and the Authority in a manner that is of general practice and acceptable to the Authority and the Trustee (including, but not limited to a Remarketing Agreement, or such other similar contractual arrangement). The Remarketing Agent shall offer for sale and use its best efforts to sell such 2018 Series C Bonds on the Conversion Date at a price equal to 100% of the principal amount thereof, as provided herein and in the applicable Remarketing Agreement.

(iii) Calculation of Index Rate. The Index Rate for each Index Rate Bond shall be calculated on each Index Rate Determination Date (preceding the date on which such Index Rate is to become effective) by the Index Agent and shall be equal to: (A) the Index Rate Index on the Index Rate Determination Date, as determined by the Index Agent, plus (B) the Applicable Spread that was determined pursuant to the preceding paragraph, and such Index Rate shall be rounded upwards to the nearest one hundredth of one percent (0.01%). Upon Conversion to or continuation of an Index Rate Period, unless otherwise specified in the Pricing Notice, the Index Rate (as calculated from time to time pursuant to the Pricing Notice) shall apply to the period commencing on the Conversion Date or the Purchase Date and ending on such date as provided in Section 302(e)(i) above. Notwithstanding anything to the contrary in this Section, the Index Rate may be calculated by the Remarketing Agent, with the approval of the Authority, on any Business Day not more than sixty (60) Business Days nor less than two (2) Business Days prior to such Conversion Date; and thereafter, each Index Rate, as determined above, shall apply to the Index Rate Period as determined in Section 302(e)(i) above.

The Index Agent shall calculate the Index Rate for the Index Rate Bonds as provided above and shall furnish such Index Rate to the Trustee (if the Trustee is not also the Index Agent) and the Authority by electronic means no later than the Business Day next succeeding each Index Rate Determination Date. Upon the request of a Holder, the Trustee shall confirm by electronic means the Index Rate then in effect. In lieu of the notifications provided in the preceding sentences, the Trustee may make such information available by readily accessible electronic means.

The Trustee shall, as soon as available and by no later than the Business Day preceding each Interest Payment Date, notify the Authority in writing of the total amount of interest payable with respect to the Index Rate Bonds on such Interest Payment Date.

If the Index Agent shall fail to calculate an Index Rate for any reason, the determination of the applicable Index Rate shall be made by the Remarketing Agent at the direction of the Authority. The determination of any Index Rate by the Index Agent or, as aforesaid, the Remarketing Agent, at the direction of the Authority, shall be conclusive and binding upon the Authority, the Trustee, the Liquidity Facility Provider, if any, the Remarketing Agent, the Index Agent and the Holders.

(iv) Index Rate Continuation. The Authority may establish a new Index Rate Period and Index Rate for any Index Rate Bonds by delivery of a written notice consistent with the provisions of Section 302(e)(v) (an "Index Rate Continuation Notice") to the Trustee, the

Index Agent, the Remarketing Agent and the applicable Liquidity Facility Provider, if any, for such Index Rate Bonds no less than thirty-five (35) days prior to the effective date of the new Index Rate Period along with a form of Favorable Opinion of Bond Counsel proposed to be delivered on the effective date of the new Index Rate Period in connection with the continuation of an Index Rate Period for the Index Rate Bonds. The effective date of the new Index Rate Period must be a day on which such Index Rate Bonds are subject to optional redemption pursuant to Section 502(b) or a Business Day on which such 2018 Series C Bonds are subject to mandatory tender pursuant to the applicable provisions of Section 403(a). No later than five (5) Business Days prior to the effective date of such new Index Rate Period, the Authority shall deliver to the Trustee a Pricing Notice consistent with the provisions of Section 302(e)(v). Each Index Rate Bond shall be subject to mandatory tender on the first day of such new Index Rate Period. No new Index Rate shall become effective unless a Favorable Opinion of Bond Counsel is delivered on (and as of) the first day of the new Index Rate Period and all such Index Rate Bonds are successfully remarketed in the new Index Rate Period at the new Index Rate on the first day of the new Index Rate Period.

(v) Contents of The Index Rate Continuation Notice; Contents of Pricing Notice. The Authority's Index Rate Continuation Notice must specify: (i) the proposed Index Rate Period; (ii) whether the Liquidity Facility then in effect, if any, will remain in effect; (iii) if a new Liquidity Facility will be in effect after the effective date of the new Index Rate Period and Index Rate; and (iv) the expected ratings, if any, on such Index Rate Bonds following the establishment of a new Index Rate Period and Index Rate.

The Pricing Notice delivered in connection with a Conversion to or continuation of an Index Rate must specify: (1) the duration of the Index Rate Period, (2) the optional redemption provisions applicable to such Index Rate Bonds during such Index Rate Period, if any, (3) the Stepped Rate to be applicable to such Index Rate Bonds should insufficient funds be available to purchase such bonds at the end of such Index Rate Period, (4) the proposed next Purchase Date, if any, (5) the Index Rate Index, if other than the SIFMA Index, (6) the frequency with which the Index Rate shall be recalculated, (7) the proposed Interest Payment Dates applicable to such Index Rate Bonds while bearing interest in an Index Rate Period, and (8) alternative Index Rate Determination Dates and Stepped Rate Determination Dates, if any.

(vi) Notice to Holders. Upon receipt of an Index Rate Continuation Notice from an Authorized Representative, as soon as possible, but in any event not less than thirty (30) days prior to the first day of the proposed Index Rate Period, the Trustee shall give notice by first-class mail to the Holders of the affected Index Rate Bonds, the Index Agent (if the Trustee is not the Index Agent) and the Remarketing Agent, which notice shall state:

(A) in substance that a new Index Rate Period is to be established for such Index Rate Bonds on the applicable Index Rate Conversion Date if the conditions specified in this 2018 Series C Resolution (and generally described in such notice) are satisfied on or before such date;

(B) the first day of the new Index Rate Period;

(C) that the Authority has delivered to the Trustee the form of an Favorable Opinion of Bond Counsel proposed to be delivered to the Trustee in connection with the continuation of the Index Rate Period for the Index Rate Bonds;

(D) that a new Index Rate Period and Index Rate for such Index Rate Bonds shall not be established unless the Favorable Opinion of Bond Counsel referred to above is delivered to the Trustee on (and as of) the first day of the new Index Rate Period and all such Index Rate Bonds are successfully remarketed in the new Index Rate Period and at the new Index Rate on the first day thereof;

(E) the CUSIP numbers or other identification information of such Index Rate Bonds;

(F) that all affected Index Rate Bonds are subject to mandatory tender for purchase on the first day of the new Index Rate Period (whether or not the proposed new Index Rate Period becomes effective on such date, unless the 2018 Series C Bonds are not supported by a Liquidity Facility, then the 2018 Series C Bonds will be purchased only upon a successful remarketing at the new Index Rate) at the purchase price; and

(G) that, to the extent that there shall be on deposit with the Trustee on the first day of the new Index Rate Period an amount of money sufficient to pay the purchase price thereof, all such Index Rate Bonds not delivered to the Trustee on or prior to such date shall be deemed to have been properly tendered for purchase and shall cease to constitute or represent a right on behalf of the Holder thereof to the payment of principal thereof or interest thereon and shall represent and constitute only the right to payment of the purchase price on deposit with the Trustee, without interest accruing thereon after such date.

(vii) End of Index Rate. In the event the Authority fails to give an Index Rate Continuation Notice or a notice of Conversion, as applicable, with respect to Index Rate Bonds at the time required by this Section 302(e), as applicable, or if the conditions to the effectiveness of a new Index Rate Period and new Index Rate as herein provided or the conditions to Conversion to another Rate Period are not satisfied, then on the day following the last day of the current Index Rate Period, a Weekly Rate Period shall automatically commence for such 2018 Series C Bonds; provided that, notwithstanding anything to the contrary in the 2018 Series C Resolution, unless a Liquidity Facility is in effect with respect to such 2018 Series C Bonds, such 2018 Series C Bonds shall not be subject to optional tender pursuant to Section 401(a) and shall bear interest at a rate of interest equal to the Stepped Rate determined on each Stepped Rate Determination Date, subject to the provisions of Section 407(b).

(f) Conversions Between Variable Rate Periods. Following the Initial Period, all or any portion of the 2018 Series C Bonds may be Converted from one Variable Rate Period to another Variable Rate Period at the election of the Authority and the consent of the Liquidity Facility Provider (which consent shall not be unreasonably withheld), if any, as follows:

(i) In any such case, the Conversion Date to a different Variable Rate Period shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is to be made.

(ii) If after the Conversion Date, the 2018 Series C Bonds are to be Liquidity Facility Bonds, it is a condition to each such Conversion that a Liquidity Facility be in place and that the interest component of the Liquidity Facility after such Conversion be at least equal to the applicable Interest Coverage Requirement.

(iii) [RESERVED]

(iv) The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider, the Credit Provider, if any, and the Remarketing Agent not less than twenty (20) days prior to the proposed Conversion Date. Such notice shall specify the proposed Conversion Date and the Variable Rate Period to which the Conversion will be made, the principal amount of 2018 Series C Bonds to be Converted, and the Rate Periods from which 2018 Series C Bonds to be Converted shall be selected by the Trustee as directed by the Authority (to the extent the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto). Together with such notice, the Authority shall file with the Remarketing Agent, the Liquidity Facility Provider, if any, the Credit Provider, if any, and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion from one Variable Rate Period to another Variable Rate Period. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider, the Credit Provider, if any, and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date.

(v) Not less than fifteen (15) days prior to the Conversion Date, the Trustee shall mail (by first class mail) a written notice, prepared by the Authority, of the Conversion to the Holders of the 2018 Series C Bonds to be Converted. Such notice shall state that such 2018 Series C Bonds are subject to mandatory tender for purchase at par plus accrued interest to, but not including, the Conversion Date.

(vi) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be determined by the Remarketing Agent in the manner provided in subsection (a) above on the date set forth in subsection (b) through (e) above, whichever is applicable to the Variable Rate Period to which the Conversion shall be made.

(g) Conversions to Variable Rate Period from Flexible Rate Periods. All or any portion of the 2018 Series C Bonds may be Converted from Flexible Rate Periods to a Variable Rate Period at the election of the Authority, as follows:

(i) The Conversion Date shall be a day which is the last Interest Payment Date on which interest is payable for all Flexible Rate Periods theretofore established pursuant to Section 303 hereof for the 2018 Series C Bonds being so Converted.

(ii) The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider, the Credit Provider, if any, and the Remarketing Agent no fewer than twenty (20) days prior to the proposed Conversion Date. Such notice shall specify the proposed Conversion Date, the Variable Rate Period to which the Conversion will be made, the principal amount of the 2018 Series C Bonds to be Converted and the Rate Periods from which the 2018 Series C Bonds shall be Converted. If only a portion of the 2018 Series C Bonds bearing interest in any Rate Period is to be Converted, then the Trustee shall select the 2018 Series C Bonds to be Converted from such Rate Periods specified in such notice (to the extent that the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto). Together with such notice, the Authority shall file with the Remarketing Agent, the Liquidity Facility Provider, the Credit Provider, if any, and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of the Flexible Rate Bonds to Variable Rate Bonds. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider, the Credit Provider, if any, and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date. The Trustee shall give notice of Conversion to the Holders of the 2018 Series C Bonds to be Converted not less than fifteen (15) days prior to the Conversion Date in the manner prescribed by Section 302(f)(v) hereof. Notwithstanding the foregoing, however, no Conversion shall be effected unless, prior to the date on which such notice is required to be given by the Trustee, the Trustee shall have received written confirmation from the Remarketing Agent to the effect that it has not established and will not establish any Flexible Rate Periods extending beyond the Conversion Date for 2018 Series C Bonds which are to be Converted.

(iii) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be established and notice thereof shall be given in the same manner as is provided for Conversions from one Variable Rate Period to another pursuant to subsection 302(f)(vi) above.

(iv) If after the Conversion Date the 2018 Series C Bonds are to be Liquidity Facility Bonds it is a condition to each such Conversion that a Liquidity Facility be in place and that the interest component of the Liquidity Facility after such Conversion be at least equal to the applicable Interest Coverage Requirement.

303. Flexible Rates; Conversions To Flexible Rate Periods from Variable Rate Period.

(a) Flexible Rates. A Flexible Rate for each Flexible Rate Period shall be determined as follows: The Flexible Rate Period for each 2018 Series C Bond bearing interest at a Flexible Rate shall be of such duration not exceeding 1,092 days, as may be offered by the Remarketing Agent and specified by the purchaser pursuant to Section 402 or 403 hereof; provided, however, that if the Remarketing Agent has received notice of a Conversion to a Variable or Fixed Rate Period, no Flexible Rate Period for 2018 Series C Bonds which are to be Converted shall extend past the Conversion Date, and any 2018 Series C Bond may bear interest at a Flexible Rate for a Flexible Rate Period different from any other 2018 Series C Bond; provided, however, that each such Flexible Rate Period shall (A) commence on a Business Day (initially, the Flexible Rate Conversion Date) and (B) end on a day which is a Business Day that is no later than the

aforementioned Conversion Date, the maturity date or date of earlier payment thereof. Not later than 11:30 a.m., New York City time, on the first day of each Flexible Rate Period, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all 2018 Series C Bonds bearing interest at Flexible Rates required to be purchased on such date. In remarketing the 2018 Series C Bonds, the Remarketing Agent shall offer and accept purchase commitments for the 2018 Series C Bonds for such Flexible Rate Periods and at such Flexible Rates as it deems to be advisable in order to minimize the net interest cost on the 2018 Series C Bonds during the time that the 2018 Series C Bonds bear interest at Flexible Rates, taking into account prevailing market conditions; provided, however, that the foregoing shall not prohibit the Remarketing Agent from accepting purchase commitments for longer Flexible Rate Periods (and at higher Flexible Rates) than are otherwise available at the time of any remarketing if the Remarketing Agent determines that, taking into account prevailing market conditions, a lower net interest cost on the 2018 Series C Bonds can be achieved over the longer Flexible Rate Period; provided, further, that for each 2018 Series C Bond, the Flexible Rate for each Flexible Rate Period shall be the lowest rate which, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would result in the market value of such 2018 Series C Bond being equal to the principal amount thereof on the effective date of such rate. The Flexible Rate Period and the Flexible Rate for each Flexible Rate Period shall be determined by the Remarketing Agent not later than 1:00 p.m., New York City time, on the first day of such Flexible Rate Period and shall be provided to the Authority and the Trustee in writing by the close of business on the same day. Subject to the provisions of Section 306, notice of the Flexible Rate Period and the Flexible Rate shall be given by the Trustee by first class mail to each Holder and to the Liquidity Facility Provider, if any, upon its request as soon as practicable after such Flexible Rate Period and Flexible Rate are determined. All determinations of Flexible Rates and Flexible Rate Periods by the Remarketing Agent shall be conclusive and binding upon the Authority, the Trustee and the Holders of the 2018 Series C Bonds. In no event shall any Flexible Rate exceed the Maximum Rate.

(b) Conversions to Flexible Rate Periods from Variable Rate Periods. All or any portion of the 2018 Series C Bonds may be Converted from any Variable Rate Period to a Flexible Rate Period at the election of the Authority and the consent of the Liquidity Facility Provider (which consent shall not be unreasonably withheld), if any, as follows:

(i) In any such case, the Conversion Date shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the Conversion is to be made;

(ii) If after the Conversion Date the 2018 Series C Bonds are to be Liquidity Facility Bonds, it is a condition to each such Conversion that a Liquidity Facility be in place and that the interest component of the Liquidity Facility after such Conversion be at least equal to the applicable Interest Coverage Requirement.

(iii) The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider, if any, and the Remarketing Agent not less than twenty (20) days prior to the proposed Conversion Date, specifying the proposed Conversion Date, the principal amount of 2018 Series C Bonds to be Converted, and the Rate Periods from which the 2018 Series C Bonds shall be Converted. If only a portion of the 2018 Series C Bonds bearing interest in any Rate Period is to be Converted, then the Trustee shall select the 2018 Series C

Bonds to be Converted from such Rate Periods specified in such notice (to the extent that the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto). Together with such notice, the Authority shall file with the Remarketing Agent, the Liquidity Facility Provider, if any, and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of the Variable Rate Bonds to Flexible Rate Bonds. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider, if any, and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date.

(iv) Subject to the provisions of Section 306, not less than fifteen (15) days prior to the Conversion Date, the Trustee shall mail (by first class mail) a written notice of the Conversion (prepared and furnished to the Trustee by the Authority) to the Holders of the 2018 Series C Bonds to be Converted, specifying the Conversion Date and setting forth the matters required to be stated pursuant to Section 302(f)(iv) above.

304. [Reserved]

305. Fixed Rate; Conversion to Fixed Rate Period. All or any portion of the 2018 Series C Bonds bearing interest at Variable Rates or Flexible Rates may be Converted to bear interest at Fixed Rates to their final maturity, provided that, the Authority shall have received a letter from the Rating Agency, if any, then maintaining a rating on the Bonds to the effect that the proposed Conversion will not adversely affect the then existing rating on the Bonds then bearing interest at Fixed Rates. Any such Conversion shall be made as follows and subject to the following conditions:

(a) Conversion From Variable Rate Period or Flexible Periods. The Fixed Rate Conversion Date shall be any date selected by the Authority. The Authority shall give written notice of any such Conversion to the Trustee, the Liquidity Facility Provider, if any, and the Remarketing Agent not less than thirty (30) days prior to the proposed Conversion Date. Such notice shall specify the Fixed Rate Conversion Date, the principal amount of the 2018 Series C Bonds to be Converted, and, to the extent that the Authority shall have received a Favorable Opinion of Bond Counsel with respect thereto, the Rate Periods from which the 2018 Series C Bonds to be Converted shall be selected by the Trustee and the revised schedule of maturities and Redemption Requirements, if any, for the 2018 Series C Bonds to be Converted, as contemplated by Section 203(e). Together with such notice, the Authority shall file with the Remarketing Agent, the Liquidity Facility Provider, if any, and the Trustee a form of Favorable Opinion of Bond Counsel regarding the Conversion of the Variable Rate Bonds or Flexible Rate Bonds, as the case may be, to Fixed Rate Bonds. No Conversion shall become effective unless, on or before the proposed Conversion Date, the Authority shall also file with the Remarketing Agent, the Liquidity Facility Provider, if any, and the Trustee a Favorable Opinion of Bond Counsel substantially in the form described in the immediately preceding sentence dated the Conversion Date.

(i) The Remarketing Agent shall determine the Fixed Rates for 2018 Series C Bonds to be Converted from any Rate Period, which shall be the lowest rate of interest for each

maturity which, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would permit the applicable 2018 Series C Bonds to be sold at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus any accrued interest thereon as of the effective date of such rate. The Authority may, at its discretion, elect to cause the Fixed Rate to be an indexed floating interest rate which is a function of LIBOR or an index of the SIFMA selected by the Authority and effective from the Fixed Rate Conversion Date to and including the applicable maturity date. In the event the Authority elects to cause the Fixed Rate to be such an indexed floating interest rate, the Authority shall so notify the Remarketing Agent, and the Fixed Rate shall be lowest interest rate that is a function of LIBOR or such index of the SIFMA selected by the Authority for each maturity plus an applicable spread, if any, which, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would permit the applicable 2018 Series C Bonds to be sold at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus any accrued interest thereon as of the effective date of such rate.

(ii) Notice of Conversion shall be given by first class mail by the Trustee to the Holders of the 2018 Series C Bonds to be Converted not less than fifteen (15) days prior to the Fixed Rate Conversion Date. Such notice shall be prepared and furnished to the Trustee by the Authority and shall inform the Holders of:

(A) the proposed Fixed Rate Conversion Date; and

(B) the matters required to be stated pursuant to Section 404 hereof with respect to purchases of 2018 Series C Bonds governed by such Section.

(iii) Except as provided in subparagraph (i) above, not later than 12:00 p.m., New York City time, on the Business Day prior to a Fixed Rate Conversion Date, the Remarketing Agent shall determine the Fixed Rate for the applicable 2018 Series C Bonds and shall provide such Fixed Rates in writing to the Authority and the Trustee prior to the close of business on the same day.

(iv) Any Conversion to a Fixed Rate pursuant to this Section 305(a) shall be subject to the following conditions:

(A) If a proposed Conversion to a Fixed Rate fails to occur for any reason after the Trustee has given notice to the Bondholders pursuant to Section 305(a)(ii) hereof, the interest rate on the 2018 Series C Bonds to have been Converted shall be automatically Converted to a Weekly Rate as set forth in the last sentence of Section 301 hereof. The Trustee shall promptly notify such Holders of such failed Conversion and the effect thereof. If a proposed Conversion to a Fixed Rate fails to occur for any reason, but the Trustee has not given notice to the Holders of the 2018 Series C Bonds to have been Converted pursuant to Section 305(a)(ii) hereof, such 2018 Series C Bonds shall continue to bear interest at the last effective Variable Rate if the Conversion was to have been made from a Variable Rate Period, or at Flexible Rates if the Conversion was to have been made from Flexible Rate Periods.

(B) The determination of one or more Fixed Rates pursuant to this Section shall be conclusive and binding upon the Authority, the Trustee and the Holders of the 2018 Series C Bonds.

(C) In no event shall any Fixed Rate exceed the Maximum Rate.

(D) Immediately prior to such Conversion there shall be on deposit in the Capital Reserve Fund an amount equal to the Capital Reserve Fund Requirement, taking into account the 2018 Series C Bonds then bearing interest or being Converted to bear interest at Fixed Rates.

(E) The Liquidity Facility, if any, relating to 2018 Series C Bonds to be Converted to bear interest at a Fixed Rate shall terminate not earlier than the applicable Fixed Rate Conversion Date; however, the Liquidity Facility, if any (including any extensions or substitutions thereof) shall automatically terminate with respect to the 2018 Series C Bonds being so Converted on the Business Day following the effective date of the Conversion to Fixed Rates.

306. No Liability for Failure of Notice. The Authority, the Trustee and the Remarketing Agent shall not be liable to any Holders for failure to give any notice required by Section 302, 303 or 305 hereof or for failure of any Holders to receive any such notice.

307. Bank Bonds. Each Bank Bond shall bear interest for each day it is a Bank Bond on the principal amount thereof at the Bank Rate determined and payable in accordance with the Liquidity Facility or Reimbursement Agreement, as applicable, from the related Purchase Date of such Bank Bond until the principal amount of such Bank Bond is paid. Notwithstanding any other provision of this 2018 Series C Resolution, the interest on each Bank Bond shall be payable to the applicable Liquidity Facility Provider by wire transfer in immediately available funds on each Interest Payment Date, on the date of any redemption or remarketing thereof and on the date that any Alternate Liquidity Facility becomes effective in accordance with Section 802 hereof. In no event shall the Bank Rate exceed the Maximum Rate. The principal amount of each Bank Bond shall be subject to mandatory redemption as provided in Section 504 hereof.

308. Stepped Rate Calculation; Weekly Rate Period Rate. The Index Agent shall calculate the Stepped Rate to be applicable to any Variable Rate Bonds on each Stepped Rate Determination Date and furnish such calculations to the Trustee. The Trustee will furnish the Stepped Rate calculations to the Authority by electronic means on each Stepped Rate Determination Date. The initial Stepped Rate with respect to Variable Rate Bonds shall be applicable to such Variable Rate Bonds during the period from and including the Failed Tender Date to and including the following Wednesday (unless the Failed Tender Date is a Wednesday, in which event the initial rate will only apply to such Wednesday) and, thereafter, the Stepped Rate with respect to a Variable Rate Bond will apply for each calendar week, unless a change in spread occurs within a calendar week, until such Variable Rate Bond is purchased. The Index Agent's calculations of the Stepped Rate or Rates for any calendar week shall reflect any applicable changes in the Stepped Rate that, by definition, will occur during such period, including any applicable changes in the spread to be applied to the Stepped Rate Index.

Notwithstanding anything to the contrary in the 2018 Series C Resolution, including Section 302(c) hereof, in a Weekly Rate Period during which 2018 Series C Bonds bear interest at the Stepped Rate, the rate of interest applicable to such 2018 Series C Bonds during each calendar week shall be the Stepped Rate, calculated as set forth in this Section 308, including any applicable changes in the actual rate of interest that occur during such calendar week as reflected in such calculations.

309. No Partial Conversion of Rate Period While Credit Facility in Effect. Notwithstanding anything contained herein to the contrary, so long as a Credit Facility supports 2018 Series C Bonds, no partial conversion of the 2018 Series C Bonds to a different Rate Period is permitted and any election by the Authority to convert to a different Rate Period must apply to all outstanding 2018 Series C Bonds.

ARTICLE IV
TENDER AND PURCHASE OF BONDS

401. Optional Tenders During Variable Rate Periods.

(a) Purchase Dates. Subject to the provisions of Sections 409 and 411 hereof, on and after the Business Day immediately following the last day of the Initial Period, the Holders of Liquidity Facility Bonds bearing interest at Daily or Weekly Rates may elect to have their Liquidity Facility Bonds (or portions thereof in Authorized Denominations) purchased at a purchase price equal to 100% of the principal amount of such Liquidity Facility Bonds (or portions), plus, if the applicable Purchase Date is other than an Interest Payment Date for such Liquidity Facility Bonds, accrued interest, if any, on the following Purchase Dates and upon the giving of the following telecopy, telex or written notices meeting the further requirements of subsection (b) below:

(i) Liquidity Facility Bonds (or portions) bearing interest at Daily Rates may be tendered for purchase at a price payable in immediately available funds on any Business Day prior to Conversion from a Daily Rate Period to a different Rate Period upon delivery of a written notice of tender to the Trustee and the Remarketing Agent not later than 10:30 a.m. New York City time, on the Purchase Date; and

(ii) Liquidity Facility Bonds (or portions) bearing interest at Weekly Rates may be tendered for purchase at a price payable in immediately available funds on any Business Day prior to Conversion from a Weekly Rate Period to a different Rate Period upon delivery of a written notice of tender to the Trustee and the Remarketing Agent not later than 5:00 p.m. New York City time, on any Business Day that is not fewer than seven (7) days prior to the Purchase Date.

(b) Notice of Optional Tender. Each notice of tender:

(i) shall be delivered to the Trustee at its corporate trust office in St. Paul, Minnesota or at such other office of the Trustee designated in a notice given by the Trustee to the

Holders of the Liquidity Facility Bonds and be in form satisfactory to the Trustee, and shall also be delivered to the Remarketing Agent at 745 7th Avenue, 2nd Floor, New York, New York 10019 Attn: Rommel Medina or such other Principal Office address as shall be designated by the Remarketing Agent in writing to the Authority and the Trustee;

(ii) shall state (A) the principal amount of the Liquidity Facility Bond (or portion) and the certificate number of the Liquidity Facility Bond to which the notice relates, (B) that the Holder irrevocably demands purchase of such Liquidity Facility Bond or a specified portion thereof in an Authorized Denomination, (C) that if a portion of a Liquidity Facility Bond is to be purchased, the remaining portion of the Liquidity Facility Bond after such purchase will be in an Authorized Denomination, (D) the date on which such Liquidity Facility Bond or portion is to be purchased, and (E) payment instructions with respect to the purchase price; and

(iii) shall automatically constitute (A) an irrevocable offer to sell the Liquidity Facility Bond (or portion thereof) to which the notice relates on the Purchase Date at a price equal to the principal amount of such Liquidity Facility Bond (or portion thereof) plus, if the applicable Purchase Date is other than an Interest Payment Date for such Liquidity Facility Bonds, any interest thereon accrued and unpaid as of the Purchase Date, (B) an irrevocable authorization and instruction to the Trustee to effect transfer of such Liquidity Facility Bond (or portion thereof) upon payment of such price to the Trustee on the Purchase Date, (C) an irrevocable authorization and instruction to the Trustee to effect the exchange of the Liquidity Facility Bond to be purchased in whole or in part for other Liquidity Facility Bonds in an equal aggregate principal amount so as to facilitate the sale of such Liquidity Facility Bond (or portion thereof to be purchased), (D) an agreement to deliver such Liquidity Facility Bond to the Trustee at or before the time required by Section 401(e) (vi) hereof, and (E) an acknowledgment that such Holder will have no further rights with respect to such Liquidity Facility Bond (or portion thereof) upon payment of the purchase price thereof to the Trustee on the Purchase Date, except for the right of such Holder to receive such purchase price upon surrender of such Liquidity Facility Bond to the Trustee and that after the Purchase Date such Holder will hold any undelivered Liquidity Facility Bond as custodian for the Trustee. The determination of the Trustee as to whether a notice of tender has been properly delivered pursuant to the foregoing shall be conclusive and binding upon the Holder.

(c) Liquidity Facility Bonds to be Remarketed. Not later than 11:00 a.m., New York City time, on the date of receipt of any notice of tender in the case of Liquidity Facility Bonds bearing interest at a Daily Rate and in all other cases on the second Business Day immediately following the date of receipt of any notice of tender, the Trustee shall notify, by telephone promptly confirmed in writing, in the case of a Daily Rate, and in writing in all other cases, the Authority, the Remarketing Agent and the Liquidity Facility Provider, of the principal amount of Liquidity Facility Bonds (or portions thereof) to be purchased and the date of purchase.

(d) Remarketing of Tendered Variable Rate Bonds. Subject to and in accordance with the provisions of the Remarketing Agreement, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all Liquidity Facility Bonds or portions thereof for which notice of tender has been received by the Trustee and the Remarketing Agent pursuant to Section 401(b)(i) above. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price for tendered Liquidity Facility Bonds by the Remarketing Agent to the Trustee

(in exchange for new registered Liquidity Facility Bonds) in immediately available funds at or before 11:00 a.m., New York City time (or confirmation of the transfer of such funds at or before 11:00 a.m., New York City time) on the Purchase Date, in the case of Liquidity Facility Bonds bearing interest at Variable Rates. If moneys representing the proceeds of the remarketing of tendered Liquidity Facility Bonds are not paid by the Remarketing Agent to the Trustee by the times specified in the immediately preceding sentence, the Trustee shall use its best efforts to promptly notify the Liquidity Facility Provider, by telephone (promptly confirmed in writing). Notwithstanding the foregoing, the Remarketing Agent shall not sell any Liquidity Facility Bond as to which a notice of Conversion (A) from one type of Variable Rate Period to another, (B) to Flexible Rate Periods, or (C) to a Fixed Rate Period has been given by the Trustee, unless the Remarketing Agent has advised the person to whom the sale is made of the proposed Conversion.

(e) Purchase and Delivery of Tendered Liquidity Facility Bonds.

(i) Notice. The Remarketing Agent shall give notice by telephone (promptly confirmed in writing), telegram, telecopy, telex or other similar communication to the Trustee of the principal amount of tendered Liquidity Facility Bonds which were remarketed. Such notice shall be given at the following time: (i) at or before 11:30 a.m. New York City time, on the Purchase Date in the case of tendered Liquidity Facility Bonds bearing interest at Daily Rates; and (ii) for Liquidity Facility Bonds bearing interest at Weekly Rates, at or before 3:00 p.m., New York City time, on the Business Day immediately preceding the date fixed for purchase. Promptly upon receipt of any notice described in the immediately preceding sentence, the Trustee shall use its best efforts to notify the Liquidity Facility Provider, if any, by telephone (promptly confirmed in writing) of the principal amount of tendered Liquidity Facility Bonds which it has been advised by the Remarketing Agent were not remarketed. Except with respect to Liquidity Facility Bonds bearing interest at Daily Rates, at or before 3:00 p.m., New York City time, on the Business Day prior to the Purchase Date to the extent known to the Remarketing Agent, but in any event no later than 11:45 a.m., New York City time, on the date fixed for purchase, the Remarketing Agent shall give notice to the Trustee by telephone (promptly confirmed in writing) of the names, addresses and taxpayer identification numbers of the purchasers, the denominations of Liquidity Facility Bonds to be delivered to each purchaser and, if available, payment instructions for regularly scheduled interest payments, or of any changes in any such information previously communicated.

(ii) Sources of Payments. The Remarketing Agent shall cause to be paid to the Trustee on the date fixed for purchase of tendered Liquidity Facility Bonds, all amounts representing proceeds of the remarketing of such Liquidity Facility Bonds, such payments to be made in the manner and at the time specified in subsection 401(d) above. If such amounts are not sufficient to pay the purchase price of tendered Liquidity Facility Bonds, the Trustee shall thereupon draw upon the Liquidity Facility in an amount and in sufficient time to deliver or cause to be delivered (A) immediately available funds in an amount equal to such deficiency prior to 3:00 p.m., New York time, on the date set for purchase of tendered Liquidity Facility Bonds bearing interest at Daily Rates, and (B) immediately available funds in an amount equal to such deficiency prior to 3:00 p.m. New York City time, on the date set for purchase of tendered Liquidity Facility Bonds bearing interest at Weekly Rates. If the proceeds of such draw on the Liquidity Facility are not available, such deficiency may be funded by moneys furnished by the Authority to the Trustee. All moneys received by the Trustee and described in (A), (B) and (C) of subparagraph (iii) below

shall be deposited by the Trustee in the Purchase Fund to be used solely for the payment of the purchase price of tendered Liquidity Facility Bonds and shall not be deposited in the General Receipts Fund, shall not be invested and shall not be commingled with other funds held by the Trustee, and each category of such moneys shall be deposited in a separate and segregated account within the Purchase Fund not commingled one with another.

(iii) Payments by the Trustee. At or before 3:30 p.m., New York City time, on the date set for purchase of tendered Liquidity Facility Bonds and upon receipt by the Trustee of 100% of the aggregate purchase price of the tendered Liquidity Facility Bonds, the Trustee shall pay the purchase price of such Liquidity Facility Bonds to the Holders thereof who have tendered their Liquidity Facility Bonds for payment. Such payments shall be made in immediately available funds. The Trustee shall apply in order of priority (A) moneys paid to it by the Remarketing Agent as proceeds of the remarketing of such Liquidity Facility Bonds by the Remarketing Agent, (B) moneys representing proceeds of a drawing by the Trustee under the Liquidity Facility, if any, to pay the purchase price of tendered Liquidity Facility Bonds, and (C) other moneys furnished by the Authority. If sufficient funds are not available for the purchase of all tendered Liquidity Facility Bonds, no purchases shall be consummated, all as further set forth in Section 406 and 407 hereof. Any funds remaining in the Purchase Fund after giving effect to this Section 401(e)(iii) shall be applied as provided in Section 602(b).

(iv) Registration and Delivery of Tendered or Purchased Liquidity Facility Bonds. On the date of purchase, the Trustee shall register and deliver or cancel, as set forth in (C) below, all Liquidity Facility Bonds purchased on any Purchase Date as follows: (A) Liquidity Facility Bonds purchased or remarketed by the Remarketing Agent shall be registered and made available to the Remarketing Agent in accordance with the instructions of the Remarketing Agent; (B) Liquidity Facility Bonds purchased with moneys representing proceeds of a drawing by the Trustee under a Liquidity Facility shall be registered in the name of the Liquidity Facility Provider and held by the Trustee for the account of the Liquidity Facility Provider or at the direction of the Liquidity Facility Provider, delivered to the Liquidity Facility Provider; provided, however, such Liquidity Facility Bonds need not be delivered to the Trustee and registered in the name of the Liquidity Facility Provider if (1) DTC or its nominee, Cede & Co., is the registered owner of all the Liquidity Facility Bonds and (2) the Liquidity Facility Provider's or the Liquidity Facility Provider's nominee's beneficial ownership of such Liquidity Facility Bonds is appropriately recorded by DTC on its books; and (C) Liquidity Facility Bonds purchased with moneys furnished to the Trustee by the Authority, shall, at the direction of the Authority, either be cancelled or delivered to the Authority. Any Liquidity Facility Bonds held by or for the account of the Authority are not entitled to the benefit of a Liquidity Facility.

(v) Resale of Bank Bonds. Subject to and in accordance with the provisions of the Remarketing Agreement, unless otherwise directed by the Liquidity Facility Provider in accordance with the Liquidity Facility, the Remarketing Agent shall use its best efforts to find purchasers for Bank Bonds purchased with funds drawn under the Liquidity Facility. If any Bank Bonds are subsequently remarketed, the Trustee shall register such Liquidity Facility Bonds in such names and deliver them to such new Holders as shall have been specified to the Trustee by the Remarketing Agent or the Liquidity Facility Provider; provided, however, that no Bank Bonds will be delivered to the purchaser thereof until the Liquidity Facility Provider has notified the

Trustee in writing that the amount available under the Liquidity Facility has been reinstated in an amount equal to the unreimbursed amount of the drawing on the Liquidity Facility, the proceeds of which were used to purchase such Bank Bonds. The proceeds received by the Trustee from the remarketing of Bank Bonds shall be paid by the Trustee to the Liquidity Facility Provider. The Trustee is authorized to release Bank Bonds when it has received (A) remarketing proceeds in an amount equal to the unreimbursed amount of the drawing on the Liquidity Facility plus any accrued interest thereon at the Bank Rate, the proceeds of which were used to purchase such Bank Bonds, and (B) written notification from the Liquidity Facility Provider that the Liquidity Facility has been reinstated in an amount equal to the amount of the drawing on the Liquidity Facility, the proceeds of which were used to purchase such Bank Bonds.

(vi) Delivery of Liquidity Facility Bonds; Effect of Failure to Surrender Liquidity Facility Bonds. All Liquidity Facility Bonds to be purchased on any date shall be required to be delivered to the corporate trust office of the Trustee in St. Paul, Minnesota or at such other office of the Trustee designated in a written notice given by the Trustee to the Holders of the Liquidity Facility Bonds at or before 12:00 noon, New York City time, on the Purchase Date in the case of Liquidity Facility Bonds bearing interest at Daily or Weekly Rates. If the Holder of any Liquidity Facility Bond (or portion thereof) that is subject to purchase pursuant to this Section fails to deliver such Liquidity Facility Bond to the Trustee for purchase on the Purchase Date, and if the Trustee is in receipt of the purchase price therefor, such Liquidity Facility Bond (or portion thereof) shall nevertheless be deemed purchased on the day fixed for purchase thereof and ownership of such Liquidity Facility Bond (or portion thereof) shall be transferred to the purchaser thereof as provided in subsection (e)(iv) above. Any Holder who fails to deliver such Liquidity Facility Bond for purchase shall have no further rights thereunder except the right to receive the purchase price thereof, and interest accrued to the Purchase Date, upon presentation and surrender of said Liquidity Facility Bond to the Trustee.

402. Tender During Flexible Rate Periods.

(a) Purchase Dates. Each 2018 Series C Bond bearing interest at a Flexible Rate shall be subject to mandatory tender for purchase on the last day of each Flexible Rate Period applicable to such 2018 Series C Bond at a purchase price equal to 100% of the principal amount thereof. Payment shall be made upon presentation of such 2018 Series C Bond by the Holder to the Trustee at or before 12:00 noon, New York City time, on the last day of the Flexible Rate Period in exchange for payment of the purchase price equal to 100% of the principal thereof and payment of accrued interest, both in immediately available funds by 2:00 p.m. of the same Business Day. Each subsequent Flexible Rate Period and mandatory tender date for a 2018 Series C Bond shall be established on the date of purchase of such 2018 Series C Bond as hereinafter provided. The Holder of any 2018 Series C Bond bearing interest at a Flexible Rate and tendered for purchase as provided in this Section 402(a) shall provide the Trustee with payment instructions for the purchase price of its 2018 Series C Bond and accrued interest upon tender thereof to the Trustee. During the Flexible Rate Period, the 2018 Series C Bonds are not subject to tender at the option of the Holder.

(b) Remarketing of Tendered Flexible Rate Bonds. Subject to and in accordance with the provisions of the Remarketing Agreement, not later than 11:30 a.m., New York City time, on

each Purchase Date, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all 2018 Series C Bonds bearing interest at Flexible Rates required to be purchased on such date. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price of tendered 2018 Series C Bonds by the Remarketing Agent to the Trustee in immediately available funds at or before 12:00 p.m., New York City time, on the Purchase Date. In remarketing the 2018 Series C Bonds, the Remarketing Agent shall offer and accept purchase commitments for the 2018 Series C Bonds for such Flexible Rate Periods and at such Flexible Rates as it deems to be advisable in order to minimize the net interest cost on the 2018 Series C Bonds taking into account prevailing market conditions; provided, however, that the foregoing shall not prohibit the Remarketing Agent from accepting purchase commitments for longer Flexible Rate Periods (and at higher Flexible Rates) than are otherwise available at the time of any remarketing if the Remarketing Agent determines that, taking into account prevailing market conditions, a lower net interest cost on the 2018 Series C Bonds can be achieved over the longer Flexible Rate Period. Notwithstanding the foregoing, a Flexible Rate Period may be established for any period up to 1,092 days, provided that, if the Remarketing Agent has given or received notice of any Conversion to a Variable or Fixed Rate Period, no Flexible Rate Period shall expire later than the Conversion Date, and if a Liquidity Facility is in effect, no Flexible Rate Period shall expire later than the fifth (5th) Business Day prior to the Expiration Date of the Liquidity Facility unless the Liquidity Facility is being replaced by an Alternate Liquidity Facility under circumstances not requiring a mandatory tender for purchase pursuant to Section 404 hereof. The terms of any sale by the Remarketing Agent shall provide for the authorization of the payment of the purchase price by the Remarketing Agent to the Trustee in immediately available funds in exchange for 2018 Series C Bonds registered in the name of the new Holder delivered by the Trustee to the Remarketing Agent at or before 1:30 p.m., New York City time, on the Purchase Date, either by making such 2018 Series C Bonds available to be picked up by the Remarketing Agent at the Trustee's window or by delivery to the Remarketing Agent at an address furnished to the Trustee by the Remarketing Agent, at the option of the Remarketing Agent. Such payment by the Remarketing Agent pursuant to authorization shall be made no later than 2:00 p.m., New York City time, on such date.

(c) Purchase and Delivery of Tendered Flexible Rate Bonds. The provisions of Section 401(e) shall apply to tenders pursuant to this Section 402, provided that for the purpose of so applying such provisions:

(i) the notices required pursuant to Section 401(e)(i) shall be given on the date of purchase at or before (A) 11:30 a.m., New York City time, in the case of the notice from the Remarketing Agent as to the principal amount of 2018 Series C Bonds remarketed for which they will transfer funds to the Trustee, provided that such notice shall be given only in the event that the Remarketing Agent has failed to remarket 2018 Series C Bonds and shall specify the principal amount of 2018 Series C Bonds which the Remarketing Agent has failed to remarket (and in the absence of such notice the Trustee may conclusively assume that the Remarketing Agent has remarketed all 2018 Series C Bonds to be purchased on such date and will transfer such remarketing proceeds to the Trustee) and the Trustee shall use its best efforts to promptly notify the Liquidity Facility Provider, if any, by telephone (promptly confirmed in writing) of the principal amount of Bonds which it has been advised the Remarketing Agent has failed to remarket, and (B)

12:00 p.m., New York City time, in the case of the notice from the Remarketing Agent providing information concerning the purchasers of the 2018 Series C Bonds;

(ii) the manner and time of payment of remarketing proceeds shall be as specified in subsection 402(b) above;

(iii) all payments to tendering Holders shall be paid in immediately available funds at or before 2:00 p.m. New York City time, on the Purchase Date (but only upon presentation of such 2018 Series C Bond or Bonds);

(iv) the deliveries of 2018 Series C Bonds under Section 402(a) shall be required to be made at or before 12:00 noon, New York City time, on each Purchase Date; and

(v) if the Holder of any 2018 Series C Bond bearing interest at a Flexible Rate fails to deliver such 2018 Series C Bond to the Trustee for purchase on the last day of the Flexible Rate Period, and if the Trustee is in receipt of the purchase price therefor, such 2018 Series C Bond shall nevertheless be deemed purchased on the day fixed for purchase thereof and ownership of such 2018 Series C Bond shall be transferred to the purchaser thereof as provided herein, and such former Holder shall have no further rights thereunder except the right to receive the purchase price thereof and accrued interest thereon to the last day of such Flexible Rate Period upon presentation and surrender of said 2018 Series C Bond to the Trustee.

403. Mandatory Tender Upon Variable or Flexible Rate Conversion.

(a) Conversions to Variable Rate Periods. On any Variable Rate Conversion Date pursuant to Section 302(d), 302(e) or 302(f) hereof, 2018 Series C Bonds to be Converted from Flexible Rate Periods to a Variable Rate Period or from any Variable Rate Period to a different type of Variable Rate Period (other than 2018 Series C Bonds to be Converted to a Weekly Rate pursuant to Section 301 or 302(a)(ii) hereof) are subject to mandatory tender for purchase on the Conversion Date at a purchase price equal to the principal amount thereof plus, if the applicable Purchase Date is other than an Interest Payment Date for such 2018 Series C Bonds, any accrued interest thereon to the Purchase Date, without premium.

(b) Conversion to Flexible Rate Periods. On any Flexible Rate Conversion Date pursuant to Section 303(b) hereof, the 2018 Series C Bonds are subject to mandatory tender for purchase on the applicable Conversion Date at a purchase price equal to the principal amount thereof plus, if the applicable Purchase Date is other than an Interest Payment Date for such 2018 Series C Bonds, any accrued interest thereon to the Purchase Date.

(c) Notice to Holders. Any notice of a Conversion Date given to Holders pursuant to Section 302(d)(iv), 302(e)(vi) or 303(b)(iv), hereof shall, in addition to the requirements of such Section, state (i) whether the 2018 Series C Bonds to be Converted will be subject to mandatory tender for purchase on the Conversion Date, (ii) if the 2018 Series C Bonds are subject to such mandatory tender, the time at which 2018 Series C Bonds are to be tendered for purchase and the requirements of such tender, and (iii) if the 2018 Series C Bonds are subject to such mandatory tender, the purchase price for the 2018 Series C Bonds.

(d) Remarketing. Subject to and in accordance with the provisions of the Remarketing Agreement, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for such 2018 Series C Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price of tendered 2018 Series C Bonds by the Remarketing Agent to the Trustee in immediately available funds, at or before 1:00 p.m., New York City time, on the Conversion Date.

(e) Purchase and Delivery of Tendered 2018 Series C Bonds. The provisions of Section 401(e) hereof shall apply to tenders pursuant to this Section 403 with respect to 2018 Series C Bonds bearing interest at Variable Rates; provided, however, that for the purpose of applying such provisions:

(i) the notices required pursuant to Section 401(e)(i) shall be given as therein described;

(ii) the manner and time of payment of remarketing proceeds referred to in Section 401(e) (ii) shall be as specified in subsection (d) above;

(iii) all payments to tendering Holders referred to in Section 401(e) (iii) shall be made in immediately available funds; and

(iv) the deliveries of 2018 Series C Bonds under Section 401(e) (vi) shall be required to be made at or before 12:00 noon, New York City time, on the Conversion Date.

The provisions of Section 402(c) hereof shall apply to tenders pursuant to this Section 403 with respect to 2018 Series C Bonds bearing interest at Flexible Rates.

404. Mandatory Tender Upon Termination, Cancellation, Replacement or Expiration of Liquidity Facility or Credit Facility, Mandatory Credit/Liquidity Tender or Mandatory Tender Upon Fixed Rate Conversion.

(a) Mandatory Tender for Purchase upon Termination, Cancellation, Replacement or Expiration of Liquidity Facility or Credit Facility; Mandatory Credit/Liquidity Tender. If at any time 2018 Series C Bonds shall cease to be subject to purchase pursuant to the Liquidity Facility or the Credit Facility then in effect as a result of (i) the termination, cancellation, replacement or expiration of the term, as extended, of that Liquidity Facility or Credit Facility, including but not limited to termination at the option of the Authority in accordance with the terms of such Liquidity Facility or Credit Facility, or (ii) the occurrence of a Mandatory Credit/Liquidity Tender, then the 2018 Series C Bonds shall be purchased or deemed purchased at a purchase price equal to the principal amount thereof plus, if the applicable Purchase Date is other than an Interest Payment Date for such 2018 Series C Bonds, any accrued interest thereon to the Purchase Date. Any purchase of the Bonds pursuant to this Section 404(a) shall occur: (1) on the fifth Business Day preceding any such expiration or termination of such Liquidity Facility or Credit Facility without replacement by an Alternate Liquidity Facility or an Alternate Credit Facility or as a result of a Mandatory Credit/Liquidity Tender, and (2) on the proposed date of the replacement of a Liquidity Facility or a Credit Facility with an Alternate Liquidity Facility or Alternate Credit Facility,

respectively, is to become effective. In the case of any replacement of an existing Liquidity Facility or Credit Facility, the existing Liquidity Facility or Credit Facility will be drawn upon to pay the purchase price, if necessary, rather than the Alternate Liquidity Facility or the Alternate Credit Facility. No mandatory tender pursuant to this Section 404(a) will be effected upon the replacement of a Liquidity Facility or a Credit Facility in the case where the Liquidity Facility Provider or the Credit Provider is failing to honor conforming draws. The assignment of any Liquidity Facility to a Liquidity Facility Provider which relieves the prior Liquidity Facility Provider of its obligation to purchase Bonds shall be considered a replacement for the purposes of this Section 404(a).

(b) Mandatory Tender on Fixed Rate Conversion Date. Any Variable Rate Bonds or Flexible Rate Bonds to be Converted to bear interest at the Fixed Rate pursuant to Section 305 hereof shall be subject to mandatory tender for purchase on the Fixed Rate Conversion Date at a purchase price equal to the principal amount thereof plus any accrued interest thereon to the Purchase Date.

(c) [Reserved].

(d) Notice to Holders. Any notice of Conversion given to the Holders pursuant to Sections 305(a)(ii) hereof shall, in addition to the requirements of such Section, state that the 2018 Series C Bonds are subject to mandatory tender for purchase on the Fixed Rate Conversion Date, specify the purchase price to be paid therefor upon such mandatory tender, and state that if such 2018 Series C Bonds are Liquidity Facility Bonds, the Liquidity Facility shall terminate on the fifth (5th) Business Day following the Fixed Rate Conversion Date with respect to the 2018 Series C Bonds being Converted. Promptly upon the receipt of notice of a proposed Mandatory Credit/Liquidity Tender from the Liquidity Facility Provider, but in no event more than three (3) Business Days after receipt, the Trustee shall give notice to the Credit Provider and the Holders of all Liquidity Facility Bonds of the proposed Mandatory Credit/Liquidity Tender. Additionally, the Trustee shall give notice by first class mail to the Holders of such Liquidity Facility Bonds of the termination, cancellation, replacement or expiration of a Liquidity Facility or a Credit Facility at least fifteen (15) days prior to such termination, cancellation, replacement or expiration, stating as follows: (i) the effective date of such termination, cancellation, replacement or expiration and (ii) that the 2018 Series C Bonds are subject to mandatory tender pursuant to Section 404(a) and the date for such mandatory tender. Any notice with respect to the delivery of an Alternate Liquidity Facility given to the Holders pursuant to Section 802 hereof, shall in addition to the requirements of such Section, state that the 2018 Series C Bonds bearing interest at a Variable Rate or Flexible Rate are subject to mandatory tender for purchase on the Business Day upon which an Alternate Liquidity Facility is to be substituted for the Liquidity Facility then in effect.

(e) Remarketing. Subject to and in accordance with the provisions of the Remarketing Agreement, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for the 2018 Series C Bonds. With respect to 2018 Series C Bonds tendered for purchase on the Fixed Rate Conversion Date, in no event shall the Remarketing Agent sell any such 2018 Series C Bond to any person unless the Remarketing Agent has advised such Person of the fact that, after the Fixed Rate Conversion Date, the 2018 Series C Bonds will no longer be subject to tender at the option of the Holder. With respect to 2018 Series C Bonds tendered for purchase on the

mandatory tender date established pursuant to Section 404(a) hereof, in no event shall the Remarketing Agent sell any such 2018 Series C Bond to any person unless the Remarketing Agent has advised such person of the change in the Liquidity Facility available for the 2018 Series C Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price to the Trustee of the tendered 2018 Series C Bonds in immediately available funds, at or before 1:00 p.m., New York City time, on the mandatory tender date.

(f) Purchase and Delivery of Tendered 2018 Series C Bonds. The provisions of Section 401(e) shall apply to mandatory tenders pursuant to this Section 404; provided, however, that for the purpose of so applying such provisions:

(i) the notices required pursuant to Section 401(e)(i) shall be given as therein described;

(ii) the manner and time of payment of remarketing proceeds referred to in Section 401(e) (ii) shall be as specified in subsection 404(e) above; and

(iii) the deliveries of 2018 Series C Bonds under Section 401(e)(vi) shall be required to be made at or before 12:00 noon, New York City time, on the Conversion Date or the mandatory tender date established under Section 404(a) hereof, as the case may be.

The provisions of Section 402(c) shall apply to tenders pursuant to this Section 404 with respect to 2018 Series C Bonds bearing interest at Flexible Rates.

405. Changes to Liquidity Facility Bonds or Non-Liquidity Remarketed Bonds.

(a) Notwithstanding any other provision of this 2018 Series C Resolution, the Authority may at its option, also with the consent of the Liquidity Facility Provider (which consent shall not be unreasonably withheld), if any, cause any Liquidity Facility Bonds to become Non-Liquidity Remarketed Bonds or any Non-Liquidity Remarketed Bonds to become Liquidity Facility Bonds on any Conversion Date as described herein upon a written notice to the Remarketing Agent, the Trustee and the Liquidity Facility Provider (as applicable) that the Authority will cause such a change on the date (a "Non-Liquidity Remarketed Bonds Change Date") set forth in such written notice, which date shall not occur sooner than 20 days after the date of such notice and upon satisfaction of the conditions set forth in this Section 405.

(b) Prior to any Non-Liquidity Remarketed Bonds Change Date, the Trustee shall deliver a notice to the Holders of the affected 2018 Series C Bonds not less than 15 days prior to such date, setting forth the following information:

(i) that the Authority has determined to cause Liquidity Facility Bonds to become Non-Liquidity Remarketed Bonds or to cause Non-Liquidity Remarketed Bonds to become Liquidity Facility Bonds, as applicable;

(ii) the proposed Non-Liquidity Remarketed Bonds Change Date;

(iii) that such 2018 Series C Bonds will be remarketed by the Remarketing Agent or purchased by the Trustee on the Non-Liquidity Remarketed Bonds Change Date; and

(iv) that the Authority may elect to cancel such change, notice of which shall be given to Holders at least one week prior to the proposed Non-Liquidity Remarketed Bonds Change Date.

If the Authority elects to cancel such change, the Authority shall give notice of the cancellation to the Remarketing Agent, the Trustee and the Liquidity Facility Provider (as applicable) and, thereafter, the Trustee shall give notice to each Holder of the affected 2018 Series C Bonds of such cancellation at least one week prior to the proposed Non-Liquidity Remarketed Bonds Change Date for which the foregoing notice was given.

(c) Upon any such change, the affected 2018 Series C Bonds shall be subject to mandatory tender in accordance with this Section and Sections 302, 303 and 305 and the Holders thereof shall be notified of such change as provided herein. No affected 2018 Series C Bonds shall be remarketed by the Remarketing Agent on or after the related Non-Liquidity Remarketed Bonds Change Date except to purchasers who agree to accept such change.

(d) In the event that the Authority shall cause any Liquidity Facility Bonds to become Non-Liquidity Remarketed Bonds, such notice shall advise that the Liquidity Facility Bonds shall be subject to mandatory tender (with no right to retain) on the Non-Liquidity Remarketed Bonds Change Date specified in such notice, at a purchase price equal to 100% of the principal amount thereof, together with accrued interest to the date of purchase (payable by the Liquidity Facility Provider in accordance with the Liquidity Facility to the extent remarketing proceeds are insufficient). In the event that the Authority shall cause any Non-Liquidity Remarketed Bonds to become Liquidity Facility Bonds, such notice shall specify the name of the entity providing the Liquidity Facility and shall advise that the Non-Liquidity Remarketed Bonds shall be subject to mandatory tender (with no right to retain) on the Non-Liquidity Remarketed Bonds Change Date specified in such notice at a purchase price equal to 100% of the principal amount thereof, together with accrued interest to the date of purchase (payable to the extent remarketing proceeds are available therefor).

(e) On or prior to a Non-Liquidity Remarketed Bonds Change Date, the Authority shall furnish or cause to be furnished to the Trustee a Favorable Opinion of Bond Counsel. In addition, no change from Liquidity Facility Bonds to Non-Liquidity Remarketed Bonds or from Non-Liquidity Remarketed Bonds to Liquidity Facility Bonds, as the case may be, may be made hereunder unless accompanied by the following documents:

(i) in the case of Non-Liquidity Remarketed Bonds becoming Liquidity Facility Bonds, opinions of counsel reasonably satisfactory to the Authority to the effect that, as applicable, (A) the Liquidity Facility Provider providing the Liquidity Facility is duly organized and existing under the laws of the jurisdiction of its organization and, if applicable, is duly qualified to do business in the United States of America; (ii) the Liquidity Facility is a legal, valid and binding obligation of the Liquidity Facility Provider thereunder enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium and other laws

relating to, or affecting generally the enforcement of, creditors' rights and remedies, and by the availability of equitable remedies, including specific performance and injunctive relief; and (iii) no registration under the Securities Act of 1933, as amended, or qualification of an indenture under the Trust Indenture Act of 1939, as amended, will be required in connection with the issuance and delivery of Liquidity Facility or the remarketing of the Liquidity Facility Bonds with the benefits thereof.

(ii) letters from S&P evidencing that such change will result in (A) the reconfirmation of the then existing long-term rating and (B) if applicable, the assignment of a new short-term rating to the 2018 Series C Bonds of not less than "A-2" by S&P or such other ratings as may be approved by the Authority;

(iii) in the case of Non-Liquidity Remarketed Bonds becoming Liquidity Facility Bonds, copies of any other documents, agreements or arrangements entered into directly or indirectly between the Authority and the Liquidity Facility Provider with respect to the transactions contemplated by the Liquidity Facility; and

(iv) such other documents and opinions as the Authority may reasonably request, including, in the case of Liquidity Facility Bonds becoming Non-Liquidity Remarketed Bonds, evidence that all amounts due and payable to the Liquidity Facility Provider providing the then-existing Liquidity Facility have been paid.

406. Inadequate Funds for Tenders of Liquidity Facility Bonds. If the funds available for purchases of Liquidity Facility Bonds pursuant to this Article IV are inadequate for the purchase of all Liquidity Facility Bonds tendered on any Purchase Date, the Trustee shall: (a) return all tendered Liquidity Facility Bonds to the Holders thereof; (b) return all moneys received for the purchase of such Liquidity Facility Bonds to the persons providing such moneys; and (c) in the case of any optional tender pursuant to Section 401, take such action as may be necessary to arrange for the purchase and delivery of such tendered Liquidity Facility Bonds on each succeeding Business Day until the Business Day on which funds available for purchase of Liquidity Facility Bonds are adequate for the purchase of all Liquidity Facility Bonds tendered on the applicable Purchase Date in accordance with the terms and conditions of this Article IV (in reliance on earlier delivered notices, directions and confirmations). Any subsequent Business Day on which tendered Liquidity Facility Bonds are purchased and delivered in accordance with (c) above shall be a Purchase Date for purposes of this Article IV. Any Liquidity Facility Bonds returned to the Holders, as provided above, shall bear interest at a rate equal to the Weekly Rate until purchased and delivered in accordance with (c) above.

407. Inadequate Funds of Tenders of Non-Liquidity Facility Remarketed Bonds.

(a) Except as set forth in 407(b), with respect to Non-Liquidity Facility Remarketed Bonds bearing interest during a Variable Rate Period, if sufficient funds are not available for the purchase of all such Non-Liquidity Facility Remarketed Bonds tendered or deemed tendered and required to be purchased on any Purchase Date other than following the end of a Variable Rate Period, all such Non-Liquidity Facility Remarketed Bonds shall bear interest at the Maximum Rate from the date of such failed purchase until all such 2018 Series C Bonds are purchased as required in accordance with this 2018 Series C Resolution, and all tendered Non-Liquidity

Facility Remarketed Bonds shall be returned to their respective Holders. Notwithstanding any other provision of this 2018 Series C Resolution, such failed purchase and return shall not constitute an event of default under the General Resolution. Thereafter, the Trustee shall continue to take all such action available to it to obtain remarketing proceeds from the Remarketing Agent. In addition, the Remarketing Agent shall remain obligated to remarket such Non-Liquidity Facility Remarketed Bonds and such Non-Liquidity Facility Remarketed Bonds shall remain subject to optional and mandatory redemption, mandatory tender for purchase, and Conversion as provided in this 2018 Series C Resolution.

(b) For any Non-Liquidity Facility Remarketed Bonds bearing interest during a Variable Rate Period, if sufficient funds are not available for the purchase of all such Non-Liquidity Facility Remarketed Bonds tendered or deemed tendered and required to be purchased on the Purchase Date following the end of the applicable Variable Rate Period, all such Non-Liquidity Facility Remarketed Bonds shall automatically Convert to a Weekly Rate Period and bear interest at a rate of interest equal to the Stepped Rate from such Failed Tender Date until all such Non-Liquidity Facility Remarketed Bonds are purchased as required in accordance with this 2018 Series C Resolution, such rate to be determined in accordance with Section 308 hereof, and all tendered Non-Liquidity Facility Remarketed Bonds shall be returned to their respective Holders. Notwithstanding anything to the contrary in this 2018 Series C Resolution, such Non-Liquidity Facility Remarketed Bonds bearing interest in a Weekly Rate Period at the Stepped Rate shall not be subject to optional tender pursuant to Section 401(a)(ii). No Favorable Opinion of Bond Counsel shall be required in connection with this automatic adjustment to a Weekly Rate Period. Notwithstanding any other provision of this 2018 Series C Resolution, such failed purchase and return shall not constitute an event of default under the General Resolution. In addition, the Remarketing Agent shall remain obligated to remarket such Non-Liquidity Facility Remarketed Bonds and such Non-Liquidity Facility Remarketed Bonds bearing interest at a Stepped Rate shall remain subject to optional and mandatory redemption, mandatory tender for purchase, and Conversion as provided herein.

408. Tenders by Investment Companies. The Holder of any 2018 Series C Bond issued hereunder may, at its option, notify the Trustee in writing that it is an Investment Company, or is holding 2018 Series C Bonds on behalf of an Investment Company, and in such notice irrevocably elect to offer on the Purchase Date to have its 2018 Series C Bonds purchased on the next date on which such 2018 Series C Bonds may be purchased pursuant to Section 401 hereof. Any such notice shall contain the information required under Section 401(b) hereof. Any notice delivered by an Investment Company with respect to its 2018 Series C Bonds shall be irrevocable with the same effect described in Section 401(b) (iii).

409. Tenders Subject to Authorized Denominations. Any other provision of this 2018 Series C Resolution to the contrary notwithstanding, no tender of any 2018 Series C Bond (or portion thereof) for purchase hereunder may result in a 2018 Series C Bond being outstanding in other than an Authorized Denomination after the date to which such tender pertains.

410. Moneys for Purchase Prices of 2018 Series C Bonds Held Solely for Such Purchase Price. Any other provision of this 2018 Series C Resolution to the contrary notwithstanding, all moneys received by the Trustee to be used to pay the purchase price of 2018 Series C Bonds tendered or deemed tendered under this Article IV shall be deposited by the Trustee in the

Purchase Fund to be used solely for the payment of the purchase price of tendered 2018 Series C Bonds and shall not be invested or commingled with other funds held by the Trustee and shall not be deposited in the General Receipts Fund.

411. No Optional Tenders on Mandatory Tender Dates. Any other provision of this 2018 Series C Resolution to the contrary notwithstanding, 2018 Series C Bonds which are subject to mandatory tender for purchase pursuant to Section 403, 404 or 405 hereof shall not be subject to optional tender for purchase pursuant to Section 401 hereof.

412. Remarketing of Tendered 2018 Series C Bonds At Par. Any other provision of this 2018 Series C Resolution to the contrary notwithstanding, all 2018 Series C Bonds tendered for purchase pursuant to Section 401, 402, 403, 404 or 405 hereof may only be offered and sold by the Remarketing Agent at a price equal to the principal amount thereof plus accrued interest, if any, thereon.

413. Selection by Lot. Except as otherwise provided in Section 302(d) through (g), 303, 305 or 505 hereof, if less than all of the 2018 Series C Bonds of any one maturity are to be purchased or Converted pursuant to this 2018 Series C Resolution, the particular 2018 Series C Bonds to be tendered for purchase or Converted shall be selected by the Trustee by such method as the Trustee deems fair and appropriate for such partial tender or Conversion, including but not limited to the following method. The Trustee may assign to each 2018 Series C Bond Outstanding of the maturity to be purchased or Converted a distinctive number for each unit of the principal amount of such 2018 Series C Bond equal to the applicable Authorized Denomination of the 2018 Series C Bonds and shall select, using such method of selection as the Trustee shall deem fair and appropriate in its discretion, from the numbers of all such 2018 Series C Bonds then Outstanding as many numbers as, at the unit amount equal to the 2018 Series C Bonds for each number, shall equal the principal amount of such 2018 Series C Bonds to be purchased or Converted. The 2018 Series C Bonds to be purchased or Converted shall be the 2018 Series C Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such 2018 Series C Bond shall be purchased or Converted as shall equal the Authorized Denomination unit for which each number had been assigned to it and so selected. Unless the Authority shall have given direction to the contrary, if at the time of selection of 2018 Series C Bonds for purchase or Conversion there is more than one Rate Period applicable to such 2018 Series C Bonds, such 2018 Series C Bonds shall be selected, using the foregoing procedures, on a reasonably proportionate basis from 2018 Series C Bonds in all then applicable Rate Periods. For the purposes of this Section 413, 2018 Series C Bonds which have theretofore been selected by lot for purchase or Conversion and 2018 Series C Bonds registered in the name of the Authority shall not be deemed Outstanding.

ARTICLE V
REDEMPTION OF 2018 SERIES C BONDS

501. Redemption Requirements. The 2018 Series C Bonds shall be subject to mandatory redemption (solely with Available Moneys if a Credit Facility is in effect) in part on April 1 and October 1 (provided, however, that if any 2018 Series C Bonds bear interest at a Flexible Rate and such April 1 or October 1 is not an Interest Payment Date, such Bonds shall be subject to mandatory

redemption on the Interest Payment Date immediately following such April 1 or October 1) at a Redemption Price equal to the principal amount thereof, plus accrued interest to the date of redemption, in such years and such amounts as shall be approved by an Authorized Representative, which approval shall be evidenced by the Redemption Requirements set forth in the Purchase Contract executed by the Authority (subject to reduction as provided in the General Resolution and to adjustments, if any, set forth, in the Purchase Contract). No notice of optional redemption shall be given by the Trustee for 2018 Series C Bonds unless at the time of the giving of such notice there are sufficient funds on deposit in the General Receipts Fund to pay the Redemption Price of such 2018 Series C Bonds. Such funds shall be held uninvested or invested only in Permitted Investments which are rated at least the then existing rating on the 2018 Series C Bonds and which mature at or prior to the applicable redemption date. Except as otherwise provided in the Purchase Contract, if 2018 Series C Bonds are in more than one Rate Period on the date that the 2018 Series C Bonds are subject to a Redemption Requirement, the Trustee shall select the 2018 Series C Bonds for such redemption on a pro rata basis for each Rate Period subject to appropriate adjustments for Authorized Denominations.

502. Optional Redemption. The 2018 Series C Bonds shall be subject to redemption (solely with Available Moneys if a Credit Facility is in effect) following the expiration of the Initial Period at the option of the Authority from any moneys available therefor in whole or in part, by lot, as follows:

(a) 2018 Series C Bonds which bear interest during a Term Rate Period shall be subject to redemption in Authorized Denominations prior to maturity at the option of the Authority from any source of funds available to the Authority on (i) the day following the last day of any Term Rate Period, at a redemption price equal to the principal amount thereof, plus accrued and unpaid interest, if any, without premium, and (ii) any day, as designated by an Authorized Representative in a Pricing Notice relating to the current Term Rate Period, at a redemption price equal to the principal amount thereof, plus interest accrued and unpaid thereon, if any.

(b) 2018 Series C Bonds which bear interest during an Index Rate Period shall be subject to redemption in Authorized Denominations prior to maturity at the option of the Authority from any source of funds available to the Authority on (i) the day following the last day of any Index Rate Period, at a redemption price equal to the principal amount thereof, plus accrued and unpaid interest, if any, without premium, and (ii) any day as designated by an Authorized Representative in a Pricing Notice, Remarketing Agreement or Purchase Contract, as applicable, relating to the current Index Rate Period, at a redemption price equal to the principal amount thereof, plus interest accrued and unpaid thereon, if any.

(c) 2018 Series C Bonds which bear interest at Daily Rates or Weekly Rates may be called for redemption prior to maturity, at any time, in whole or in part, by lot, on any Business Day at a redemption price equal to the principal amount thereof, plus interest accrued and unpaid thereon to the redemption date.

(d) 2018 Series C Bonds which bear interest at Flexible Rates are subject to redemption by the Authority, in whole or in part, by lot, on the last day of the applicable Rate

Period at a redemption price equal to the principal amount thereof plus any accrued interest thereon to the redemption date.

(e) 2018 Series C Bonds which bear interest at a Fixed Rate shall be subject to redemption prior to maturity at the option of the Authority on any date following the tenth anniversary of the Conversion Date relating to such 2018 Series C Bonds at a redemption price equal to 100% of the principal amount of such 2018 Series C Bonds to be redeemed, plus accrued interest to the redemption date, in whole or in part, by lot, from any source of funds available to the Authority.

No notice of any optional redemption shall be given by the Trustee for any Bond unless at the time of the giving of such notice there are sufficient funds on deposit in the General Receipts Fund to pay the Redemption Price of such Bond. Such funds shall be held uninvested or invested only in Permitted Investments which are rated at least the then existing rating on the 2018 Series C Bonds and which mature at or prior to the applicable redemption date.

The 2018 Series C Bonds to be redeemed pursuant to this Section 502 shall be selected from the eligible outstanding maturities of 2018 Series C Bonds on such basis as shall be determined by the Authority, subject to Section 505 hereof.

503. Special Redemption. The 2018 Series C Bonds are redeemable (solely with Available Moneys if a Credit Facility is in effect), at the option of the Authority, at the principal amount thereof plus accrued interest to the redemption date at any time, in whole or in part, by lot, to the extent of Recovery Payments, Mortgage Prepayments, unexpended 2018 Series C Bond proceeds and moneys available therefor pursuant to Section 603(5) of the General Resolution. No notice of any special redemption shall be given by the Trustee for 2018 Series C Bonds unless at the time of the giving of such notice there are sufficient funds on deposit with the Trustee to pay the Redemption Price of such 2018 Series C Bonds. The 2018 Series C Bonds to be redeemed pursuant to this section shall be selected from the outstanding 2018 Series C Bonds on such basis as shall be determined by the Authority, subject to Section 505 hereof.

504. Mandatory Redemption of Bank Bonds. Bank Bonds shall be subject to mandatory redemption in such principal amounts and on such dates determined as provided in the Liquidity Facility. The Authority shall be obligated to pay such amounts on such dates notwithstanding its inability to deliver a Cash Flow Statement as required by Section 914 of the General Resolution; provided, however, that the payment of such amounts shall be from sources other than the Pledged Funds.

505. Selection of 2018 Series C Bonds for Redemption. Notwithstanding any provisions of this 2018 Series C Resolution to the contrary, the Bank Bonds shall always be subject to redemption and shall be selected first for any redemption by the Trustee.

ARTICLE VI
REQUIREMENTS IN FUNDS; ESTABLISHMENT AND USE OF PURCHASE FUND; CREDIT FACILITY

601. Deposit of 2018 Series C Bond Proceeds.

(a) The proceeds of the 2018 Series C Bonds shall be deposited into the Bond Proceeds Fund and shall be invested by the Trustee pursuant to written instructions (or oral instructions promptly confirmed in writing) from the Authority only in Permitted Investments.

(b) Promptly after deposit of the proceeds of sale of the 2018 Series C Bonds in the Bond Proceeds Fund, the Trustee shall transfer for deposit in the Capital Reserve Fund an amount from available funds which, when added to the amount then on deposit in or credited thereto, shall constitute an amount at least equal to the Capital Reserve Fund Requirement; provided, however, that the Authority may, in lieu of or in replacement of or in addition to the deposits to the Capital Reserve Fund, obtain and pledge to the Capital Reserve Fund a Letter of Credit, Security Arrangement and/or Surety Bond, which Letter of Credit shall be exclusively available to be drawn on and which Security Arrangement or Surety Bond shall unconditionally and irrevocably guarantee payment for the purposes of the Capital Reserve Fund. Any moneys so replaced by a Letter of Credit, Security Arrangement or Surety Bond shall be withdrawn by the Trustee and paid to the Bond Proceeds Fund. The amount of moneys on deposit in the Capital Reserve Fund, or the amount of a Letter or Letters of Credit pledged to and exclusively available to be drawn on or a Security Arrangement or Arrangements or Surety Bond or Bonds pledged to unconditionally and irrevocably guarantee payment for the purposes of the Capital Reserve Fund which, when combined with any moneys on deposit therein, and any other Letters of Credit, Security Arrangements or Surety Bonds pledged thereto and exclusively available to be drawn on or which shall unconditionally and irrevocably guarantee payment for the purposes thereof, shall equal the Capital Reserve Fund Requirement.

If at any time the Trustee is required by Section 604(2) of the General Resolution to transfer moneys from the Capital Reserve Fund to the General Receipts Fund, the Trustee shall make up such a deficiency by the withdrawal of moneys for that purpose from the Capital Reserve Fund in the following order of priority: first, by the withdrawal of funds on deposit in the Capital Reserve Fund; second, if the funds on deposit in the Capital Reserve Fund are not sufficient to make up such deficiency, then by payment from Cash Equivalents pledged to the Capital Reserve Fund as provided below; and third, if that amount shall be insufficient, to the extent of the insufficiency by requisition from the Capital Reserve Capital Account. The Trustee shall draw upon each Cash Equivalent in the following order of priority: (1) upon each Cash Equivalent that only permits draws for the amount due with respect to particular Bonds, and (2) all other Cash Equivalents and deposit such proceeds in the General Receipts Fund; provided, however, that notwithstanding the foregoing, the maximum amount of any payment from any Cash Equivalent described in clause (2) of this sentence shall be the product of (x) the aggregate amount of the payment pursuant to such clause second above, less the amount drawn pursuant to clause (1) of this sentence, and (y) the fraction, the numerator of which is the remaining amount available to be drawn under the Cash Equivalent, and the denominator of which is the aggregate amount of the Cash Equivalents which do not represent Cash Equivalents described in clause (1) of this sentence.

For purposes of calculating the Capital Reserve Fund Requirement for the 2018 Series C Bonds the Authority shall reduce the amount of principal maturity of the 2018 Series C Bonds maturing on the last maturity date by an amount no greater than the lesser of (i) the moneys or securities in the Capital Reserve Fund as of the date of calculation or (ii) the principal amount to be paid on the last maturity date of the 2018 Series C Bonds.

(c) All moneys representing accrued interest on the 2018 Series C Bonds, if any, shall be deposited to the credit of the General Receipts Fund (to be applied to the payment of interest on the 2018 Series C Bonds on the first Interest Payment Date following the Closing Date).

(d) The Authority may pay all or some of the Costs of Issuance of the 2018 Series C Bonds from its Operating Fund.

602. Purchase Fund. (a) There is hereby created and established for the 2018 Series C Bonds a Purchase Fund to be held by the Trustee. The Purchase Fund and the moneys on deposit therein, if any, shall not be deemed to be Pledged Funds for purposes of the General Resolution and shall not be subject to the lien of the Trustee set forth in Section 804 of the General Resolution. Upon receipt of the proceeds of a remarketing or an advance under a Liquidity Facility to pay the purchase price of 2018 Series C Bonds during a Variable Rate Period or a Flexible Rate Period, if such remarketing proceeds are insufficient for the payment of the purchase price, the Trustee shall deposit such money in the Purchase Fund for application to the purchase price of 2018 Series C Bonds upon receipt of such 2018 Series C Bonds.

(b) On or after any Purchase Date, any funds remaining in the Purchase Fund after payment in full of the purchase price on all optionally or mandatorily tendered 2018 Series C Bonds on such date shall be transferred to the Liquidity Facility Provider, if any, but not in excess of the amount necessary to reimburse the Liquidity Facility Provider for the portion, if any, of the advance under a Liquidity Facility with respect to the purchase price of such 2018 Series C Bonds during a Variable Rate Period or a Flexible Rate Period on such date, and any excess after all such payments have been made shall be paid to the Authority.

(c) Amounts held by the Trustee to pay the purchase price of 2018 Series C Bonds shall be held for the account of the previous Holder of the remarketed 2018 Series C Bonds, including the Liquidity Facility Provider if such 2018 Series C Bonds are Bank Bonds that are remarketed. Such amounts shall not be invested and shall not be commingled with other funds held by the Trustee.

603. Credit Facility; Credit Facility Fund. (a) The Trustee shall hold and maintain the Credit Facility (if any) for the benefit of the Holders until such Credit Facility expires or terminates in accordance with its terms. Subject to the provisions of this Resolution, the Trustee shall enforce all terms, covenants and conditions of each Credit Facility, including payment when due of any draws on such Credit Facility, and the provisions relating to the payment of draws on, and reinstatement of amounts that may be drawn under, such Credit Facility, and will not consent to, agree to or permit any amendment or modification of such Credit Facility which would materially adversely affect the rights or security of the Holders. If at any time during the term of a Credit Facility any successor Trustee shall be appointed and qualified under this

Resolution, the resigning or removed Trustee shall request that the Credit Provider transfer such Credit Facility to the successor Trustee. If the resigning or removed Trustee fails to make this request, the successor Trustee shall do so before accepting appointment. When a Credit Facility expires or terminates in accordance with its terms or is replaced by an Alternate Credit Facility, the Trustee shall immediately cancel and surrender such Credit Facility to the Credit Provider. All provisions herein relating to the rights of the Credit Provider shall be of no force and effect if (i) there is no Credit Facility or Alternate Credit Facility in effect, (ii) all amounts owing to the Credit Provider under the Reimbursement Agreement have been paid in full, and (iii) if the Credit Provider and the Liquidity Facility Provider are the same entity, there are no Bank Bonds outstanding and all amounts owing to the Liquidity Facility Provider have been paid in full.

(b) While a Credit Facility is in effect with respect to any 2018 Series C Bonds, the Trustee shall, on the Business Day preceding each Interest Payment Date and Principal Payment Date, before 3:00 p.m., New York City time on such day, draw on the Credit Facility in accordance with the terms thereof so as to receive thereunder by 12:00 p.m. New York City on said Interest Payment Date and Principal Payment Date, an amount, in immediately available funds, equal to the amount of interest and principal payable on such 2018 Series C Bonds on such Interest Payment Date and Principal Payment Date. The proceeds of such draws shall be deposited in the Credit Facility Fund pursuant to Section 603(c) hereof and shall be applied to pay principal of and interest on the 2018 Series C Bonds prior to the application of any other funds held by the Trustee therefor. If for any reason the Credit Provider dishonors or repudiates a drawing on the Credit Facility such that funds are not available under the Credit Facility for payment of principal or interest due on the 2018 Series C Bonds on any Interest Payment Date or Principal Payment Date, the Trustee shall immediately notify the Authority and withdraw moneys from the General Receipts Fund in accordance with Section 603(3) of the General Resolution as required to make all such payments of principal or interest then due on the 2018 Series C Bonds. Notwithstanding the foregoing, if the Credit Provider and the Liquidity Facility Provider are the same entity, the Trustee shall not draw on the Credit Facility with respect to any payments due or made in connection with Bank Bonds. In no event shall the Trustee draw on the Credit Facility with respect to any payments made in connection with Bonds not covered by the Credit Facility or 2018 Series C Bonds owned by, or on behalf of, the Authority.

(c) The Trustee shall deposit in the Credit Facility Fund all moneys derived from a drawing under a Credit Facility for the purpose of paying the principal of and interest on 2018 Series C Bonds subject to such Credit Facility when due. Moneys held in the Credit Facility Fund shall be held separate and apart from all other funds and accounts and shall not be commingled with any other moneys. Moneys in the Credit Facility Fund shall remain uninvested. Moneys in the Credit Facility Fund shall be withdrawn by the Trustee from the Credit Facility Fund and applied to the payment of the principal of and interest on Bonds subject to such Credit Facility on each Principal Payment Date for such 2018 Series C Bonds (or other date upon which principal of such 2018 Series C Bonds is due) and Interest Payment Date for such 2018 Series C Bonds, *provided* that such moneys shall not be used to pay the principal of or interest on 2018 Series C Bonds not covered by the Credit Facility or 2018 Series C Bonds owned by, or on behalf of, the Authority.

ARTICLE VII
FORM, EXECUTION AND DELIVERY OF 2018 SERIES C BONDS

701. Form of 2018 Series C Bonds. Subject to the provisions of the General Resolution, the 2018 Series C Bonds and the Certificate of Authentication shall be of substantially the form and tenor as set forth in the attached EXHIBIT A with necessary or appropriate variations, omissions and insertions as are incidental to their numbers, denominations, maturities, interest rate or rates, redemption provisions and other details thereof (including, without limitation, the provisions relating to mandatory tender for purchase thereof).

702. Execution and Delivery of 2018 Series C Bonds.

(a) The 2018 Series C Bonds shall be (i) executed in the name of the Authority by the manual or facsimile signatures of the Chairperson and either the Executive Director or the Chief Financial Officer of the Authority, or any person duly appointed and acting in either such capacity, and the corporate seal of the Authority (or facsimile thereof) shall be impressed or imprinted thereon and (ii) authenticated by the manual signature of an authorized signer of the Trustee.

(b) The 2018 Series C Bonds shall be caused to be delivered by an Authorized Representative to the Underwriter upon payment of the purchase price plus accrued interest, if any, on the 2018 Series C Bonds from the date thereof to the date of delivery in immediately available federal funds to the Authority at the time or times and place or places of delivery.

(c) Initially, one fully-registered 2018 Series C Bond (each a "global 2018 Series C Bond") for each maturity of the 2018 Series C Bonds, in the aggregate principal amount of such maturity, shall be issued in the name of Cede & Co., as nominee of DTC.

703. Global Form; Securities Depository.

(a) Except as otherwise provided in this Section, the 2018 Series C Bonds shall be in the form of global 2018 Series C Bonds, shall be registered in the name of the Securities Depository or its nominee and ownership thereof shall be maintained in book entry form by the Securities Depository for the account of the Agent Members thereof. Except as provided in subsection (c) of this Section, 2018 Series C Bonds may be transferred, in whole but not in part, only to the Securities Depository or a nominee of the Securities Depository, or to a successor Securities Depository selected by the Authority, or to a nominee of such successor Securities Depository.

(b) The Authority and the Trustee shall have no responsibility or obligation with respect to:

(1) the accuracy of the records of the Securities Depository or any Agent Member with respect to any beneficial ownership interest in the 2018 Series C Bonds;

(2) the delivery to any Agent Member, beneficial owner of the 2018 Series C Bonds or other Person, other than the Securities Depository, of any notice with respect to the 2018 Series C Bonds;

(3) the payment to any Agent Member, beneficial owner of the Bonds or other Person, other than the Securities Depository, of any amount with respect to the principal of, premium, if any, or interest on, the 2018 Series C Bonds;

(4) any consent given by Cede & Co. as Bondholder of the 2018 Series C Bonds or any successor nominee of a Securities Depository as Bondholder of such Bonds; or

(5) the selection by the Securities Depository or any Agent Member of any beneficial owners to receive payment if any 2018 Series C Bonds are redeemed in part.

So long as the certificates for the 2018 Series C Bonds are not issued pursuant to subsection (c) of this Section, the Authority and the Trustee may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such 2018 Series C Bonds for all purposes whatsoever, including without limitation:

(1) the payment of principal, premium, if any, and interest on such 2018 Series C Bond;

(2) giving notices of redemption and other matters with respect to such 2018 Series C Bond; and

(3) registering transfers with respect to such 2018 Series C Bond.

(c) If at any time the Securities Depository notifies the Authority or the Trustee that it is unwilling or unable to continue as Securities Depository with respect to the 2018 Series C Bonds or if at any time the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation and a successor Securities Depository is not appointed by the Authority within 90 days after the Authority or the Trustee receives notice or becomes aware of such condition, as the case may be, paragraphs (a) and (b) of this Section shall no longer be applicable and the Authority shall execute and the Trustee shall authenticate and deliver certificates representing the 2018 Series C Bonds as provided in paragraph (d) below. In addition, the Authority may determine at any time that the 2018 Series C Bonds shall no longer be represented by global certificates and that the provisions of paragraphs (a) and (b) above shall no longer apply to the 2018 Series C Bonds. In any such event the Authority shall execute and the Trustee shall authenticate and deliver certificates representing the 2018 Series C Bonds as provided in paragraph (d) below.

(d) Certificates for the 2018 Series C Bonds issued in exchange for global certificates shall be registered in such names and authorized denominations as the Securities Depository, pursuant to instructions from the Agent Members or otherwise, shall instruct the Authority and the Trustee. The Trustee shall deliver such certificates representing the 2018 Series C Bonds to the Persons in whose names such 2018 Series C Bonds are so registered as soon as practicable.

704. Conflict With Letter of Representations. Notwithstanding any other provision of this 2018 Series C Resolution to the contrary, so long as any 2018 Series C Bond is registered in the

name of Cede & Co., as nominee of DTC, all payments with respect to the principal, Redemption Price and purchase price of and interest, if any, on such 2018 Series C Bond, all tenders with respect to such 2018 Series C Bond and all notices with respect to such 2018 Series C Bond shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations between DTC and the Authority.

ARTICLE VIII
ADDITIONAL PROVISIONS RELATING TO LIQUIDITY FACILITIES AND CREDIT FACILITIES

801. Liquidity Facility.

(a) The Trustee shall draw moneys under a Liquidity Facility in accordance with the terms thereof to the extent necessary to make full and timely payments of the purchase price required to be made pursuant to, and in accordance with, Section 401(e) hereof.

(b) A Liquidity Facility shall be an obligation of the Liquidity Facility Provider to pay to the Trustee, upon satisfaction of the terms set forth in the Liquidity Facility and subject to reduction as provided in (d) below, the purchase price of Liquidity Facility Bonds tendered or deemed tendered and not remarketed by the Remarketing Agent on the date on which such Liquidity Facility Bonds are to be purchased equal to the principal amount thereof plus interest accrued, if any, on such 2018 Series C Bonds to such optional tender date or mandatory tender date.

(c) Upon termination or replacement of a Liquidity Facility as provided therein, the Trustee shall give notice thereof to S&P and the existing Liquidity Facility Provider and the Liquidity Facility shall be surrendered by the Trustee to the Liquidity Facility Provider for cancellation on the date of such termination.

(d) A Liquidity Facility Provider's obligation under a Liquidity Facility will be reduced to the extent of any drawing thereunder subject to reinstatement as provided therein. In no event will the Trustee be entitled to make drawings under a Liquidity Facility for the payment of the purchase price of Bank Bonds, Liquidity Facility Bonds owned by, or on behalf of, the Authority or 2018 Series C Bonds bearing interest at a Fixed Rate.

(e) If at any time there shall cease to be any Liquidity Facility Bonds Outstanding, the Trustee shall surrender the Liquidity Facility to the Liquidity Facility Provider, in accordance with the terms of the Liquidity Facility, for cancellation. The Trustee shall comply with the procedures set forth in the Liquidity Facility relating to the termination thereof.

(f) If at any time the Trustee resigns or is removed in accordance with the General Resolution, the Trustee shall cause a Liquidity Facility to be transferred to its successor in accordance with the terms thereof.

(g) To the extent that this 2018 Series C Resolution confers upon or gives or grants to a Liquidity Facility Provider any right, remedy or claim under or by reason of this 2018 Series C Resolution, the Liquidity Facility Provider is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

802. Alternate Liquidity Facility. (a) The Authority may cancel or terminate a Liquidity Facility prior to its stated expiration or permit the expiration thereof in accordance with its terms and provide an Alternate Liquidity Facility in the form of a letter of credit, line of credit, standby purchase agreement or similar liquidity facility as the Authority may elect to furnish, but only in accordance with the provisions of this Section 802. A Liquidity Facility or Alternate Liquidity Facility also may be cancelled, terminated or permitted to expire without any Alternate Liquidity Facility being thereafter provided to support payment of the purchase price of Liquidity Facility Bonds tendered for optional or mandatory tender hereunder, but only in accordance with the provisions of this Section 802 and Section 405. In the event a Liquidity Facility or Alternate Liquidity Facility then in effect is to be replaced, the Liquidity Facility or Alternate Liquidity Facility shall terminate in accordance with its terms.

(b) In the event that a Liquidity Facility or an Alternate Liquidity Facility will be replaced after expiration, termination or cancellation of an existing Liquidity Facility or an existing Alternate Liquidity Facility, upon receipt of notice from the Authority accompanied by a Favorable Opinion of Bond Counsel and the letter of each Rating Agency, if any, maintaining a rating on the Liquidity Facility Bonds referred to below together with any documentation and opinions referred to in any such letter, the Trustee shall give notice (prepared by the Authority) by first-class mail to the Holders of the Liquidity Facility Bonds not less than fifteen (15) days prior to the effective date of such change, stating as follows: (i) that the Liquidity Facility or the Alternate Liquidity Facility then in effect is to be changed, (ii) the effective date of such change, (iii) the form and substance of the Liquidity Facility or the Alternate Liquidity Facility then in effect, (iv) if applicable, that the Liquidity Facility Bonds are subject to mandatory tender for purchase pursuant to Section 404 hereof and the date for such mandatory tender, (v) the form and substance of the Alternate Liquidity Facility to be in effect on the effective date specified in (ii) above, and (vi) that such change will or will not, as the case may be, result in a reduction or withdrawal of the rating, if any, of the 2018 Series C Bonds then in place.

(c) In the event that a Liquidity Facility or an Alternate Liquidity Facility will not be replaced after expiration, termination or cancellation of an existing Liquidity Facility or an existing Alternate Liquidity Facility, upon receipt of notice from the Authority accompanied by the opinion of Bond Counsel referred to in subsection (d) below, the Trustee shall give notice (prepared by the Authority) by first-class mail to the Holders of the Liquidity Facility Bonds, with a copy to the Liquidity Facility Provider, not less than fifteen (15) days prior to the effective date of such change if the Liquidity Facility Bonds then are in their Initial Period or bear interest at a Variable Rate, stating as follows: (i) that the Liquidity Facility or the Alternate Liquidity Facility then in effect will expire or be terminated, (ii) the effective date of such expiration or termination, (iii) that a substitute Alternate Liquidity Facility will not be provided, and (iv) that the Liquidity Facility Bonds are subject to mandatory tender for purchase pursuant to Sections 404 and 405 hereof, and the date for such mandatory tender.

(d) Any provisions of this 2018 Series C Resolution to the contrary notwithstanding, no change with respect to a Liquidity Facility or any Alternate Liquidity Facility (except the expiration thereof in accordance with its terms) shall become effective unless there is delivered to the Trustee (i) an opinion of Bond Counsel stating that such change is authorized or permitted by the terms of this 2018 Series C Resolution and that such change will not adversely affect the validity of the 2018 Series C Bonds or the exclusion from federal gross income of the interest on the 2018 Bonds or require the registration of any security under the Securities Act of 1933, as amended, or the qualification of any indenture under the Trust Indenture Act of 1939, as amended, (ii) in the case of an Alternate Liquidity Facility, an opinion of counsel for the provider of the Alternate Liquidity Facility in substantially the form delivered to the Trustee upon the issuance of the Liquidity Facility, and (iii) in the case of a change under this Section 802, a letter from each Rating Agency, if any, then maintaining a rating on the 2018 Series C Bonds to the effect that such change will or will not, as the case may be, result in a reduction or withdrawal of the rating of the 2018 Series C Bonds then in place.

(e) Any other provisions of this 2018 Series C Resolution to the contrary notwithstanding, each Alternate Liquidity Facility delivered to the Trustee in accordance with this Section 802 (i) must be in the form of a letter of credit, line of credit, standby purchase agreement or similar liquidity facility entered into by the Authority in conneciton with any prior Series of Bonds and (ii) must be for a term of at least one (1) year after the effective date of such Alternate Liquidity Facility (or until the stated maturity date of the 2018 Series C Bonds, if earlier).

803. Credit Facility.

(a) The Credit Facility will be an irrevocable direct pay letter of credit of the Credit Provider providing for direct payments to or upon the order of the Trustee of amounts up to (1) the principal of the 2018 Series C Bonds when due on any Principal Payment Date; and (2) interest on the 2018 Series C Bonds when due on any Interest Payment Date up to the Interest Coverage Requirement.

(c) Upon termination or replacement of a Credit Facility as provided therein, the Trustee shall give notice thereof to S&P and the existing Credit Provider and the Credit Facility shall be surrendered by the Trustee to the Credit Provider for cancellation on the date of such termination.

(d) A Credit Provider's obligation under a Credit Facility will be reduced to the extent of any drawing thereunder subject to reinstatement as provided therein. In no event will the Trustee be entitled to make drawings under a Credit Facility for the payment of the purchase price of Bank Bonds, 2018 Series C Bonds owned by, or on behalf of, the Authority or 2018 Series C Bonds bearing interest at a Fixed Rate.

(e) If at any time there shall cease to be any 2018 Series C Bonds Outstanding, the Trustee shall surrender the Credit Facility to the Credit Provider, in accordance with the terms of

the Credit Facility, for cancellation. The Trustee shall comply with the procedures set forth in the Credit Facility relating to the termination thereof.

(f) If at any time the Trustee resigns or is removed in accordance with the General Resolution, the Trustee shall cause the Credit Facility to be transferred to its successor in accordance with the terms thereof.

(g) To the extent that this 2018 Series C Resolution confers upon or gives or grants to the Credit Provider any right, remedy or claim under or by reason of this 2018 Series C Resolution, the Credit Provider is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

(h) To the extent that principal and/or interest due on the 2018 Series C Bonds has been paid by the Credit Provider pursuant to the the Credit Facility for which the Credit Provider has not been reimbursed under the Reimbursement Agreement, then:

(A) such 2018 Series C Bonds shall remain Outstanding for all purposes under the General Resolution, not be defeased or otherwise satisfied and not be considered paid by the Authority and the pledge of the Pledged Funds under the General Resolution and all covenants, agreements and other obligations of the Authority to the Holders of 2018 Series C Bonds shall continue to exist and shall run to the benefit of the Credit Provider, including without limitation the pledges made by the Authority to the Trustee for the benefit of the Bondholders in Sections 601 and 913 of the General Resolution; and

(B) the Credit Provider shall be subrogated to the extent of such draws on the Credit Facility or the Authority's indebtedness owing to the Credit Provider pursuant to the terms of the Reimbursement Agreement to all rights of the Holders of 2018 Series C Bonds to enforce the payment of the 2018 Series C Bonds from the Revenues and all other rights of the Holders of 2018 Series C Bonds under the 2018 Series C Bonds, this 2018 Series C Resolution and the General Resolution.

804. Alternate Credit Facility.

(a) The Authority may cancel or terminate a Credit Facility prior to its stated expiration or permit the expiration thereof in accordance with its terms and provide an Alternate Credit Facility in the form of a direct pay letter of credit, but only in accordance with the provisions of this Section 804. A Credit Facility also may be cancelled, terminated or permitted to expire without any Alternate Credit Facility being thereafter provided.

(b) The Authority may elect to replace any Credit Facility with an Alternate Credit Facility conforming to the requirements of Section 803. The Authority shall provide written notice to the Trustee (a copy of which shall be delivered to the Credit Provider providing the current Credit Facility) not less than 30 days prior to such delivery (or such shorter period as shall be acceptable to the Trustee but not less than 15 days) of the Authority's intention to provide for delivery of such Alternate Credit Facility and the anticipated date of such delivery.

Upon receipt of such notice, the Trustee shall take all actions necessary to subject the 2018 Series C Bonds to mandatory tender as described in Section 404(a) hereof on the proposed effective date of such Alternate Credit Facility. The Trustee shall give notice (prepared by the Authority) by first-class mail to the Holders of the 2018 Series C Bonds not less than fifteen (15) days prior to the effective date of delivery of the Alternate Credit Facility, stating that the 2018 Series C Bonds are subject to mandatory tender for purchase pursuant to Section 404(a) hereof due to the delivery of such Alternate Credit Facility and the date for such mandatory tender. Any Alternate Credit Facility delivered to the Trustee must be accompanied by (1) a Favorable Opinion of Bond Counsel as to the delivery of the Alternate Credit Facility; and stating that delivery of the Alternate Credit Facility is authorized under this Resolution and complies with its terms; (2) an opinion of Counsel to the issuer of such Alternate Credit Facility stating that such Alternate Credit Facility is a legal, valid, binding and enforceable obligation of such issuer in accordance with its terms; and a letter of each Rating Agency, if any, maintaining a rating on the 2018 Series C Bonds evidencing the rating of the 2018 Series C Bonds to be effective upon the delivery of such Alternate Credit Facility.

(c) In the event that a Credit Facility will not be replaced after expiration, termination or cancellation of such Credit Facility, upon receipt of notice from the Authority accompanied by the opinion of Bond Counsel referred to in subsection (d) below, the Trustee shall give notice (prepared by the Authority) by first-class mail to the Holders of the 2018 Series C Bonds then supported by the Credit Facility, with a copy to the Credit Provider, not less than fifteen (15) days prior to the effective date of such change if the 2018 Series C Bonds then are in their Initial Period or bear interest at a Variable Rate, stating as follows: (i) that the Credit Facility then in effect will expire or be terminated, (ii) the effective date of such expiration or termination, (iii) that a substitute Alternate Credit Facility will not be provided, and (iv) that the 2018 Series C Bonds are subject to mandatory tender for purchase pursuant to Sections 404 and 405 hereof, and the date for such mandatory tender.

(d) Any provisions of this 2018 Series C Resolution to the contrary notwithstanding, no amendment to a Credit Facility (except amendments to extend the Expiration Date) shall become effective unless there is delivered to the Trustee (i) an opinion of Bond Counsel stating that such change is authorized or permitted by the terms of this 2018 Series C Resolution and that such change will not adversely affect the validity of the 2018 Series C Bonds or the exclusion from federal gross income of the interest on the 2018 Bonds or require the registration of any security under the Securities Act of 1933, as amended, or the qualification of any indenture under the Trust Indenture Act of 1939, as amended, and (ii) a letter from each Rating Agency, if any, then maintaining a rating on the 2018 Series C Bonds to the effect that such amendment will or will not, as the case may be, result in a reduction or withdrawal of the rating of the 2018 Series C Bonds then in place.

(e) Any other provisions of this 2018 Series C Resolution to the contrary notwithstanding, each Alternate Credit Facility delivered to the Trustee in accordance with this Section 804 (i) must be in the form of a direct pay letter of credit entered into by the Authority in connection with any prior Series of Bonds and (ii) must be for a term of at least one (1) year after the effective date of such Alternate Credit Facility (or until the stated maturity date of the 2018 Series C Bonds, if earlier).

ARTICLE IX
AGENTS OF THE AUTHORITY

901. Remarketing Agent; Remarketing Agreement.

(a) On the Closing Date, the Authority shall enter into a Remarketing Agreement with Merrill Lynch, Pierce, Fenner & Smith Incorporated or such other remarketing agent selected by an Authorized Representative, who is hereby appointed as the initial Remarketing Agent. The Authority agrees that Merrill Lynch, Pierce, Fenner & Smith Incorporated may, without notice to the Authority, assign its rights and obligations under the Remarketing Agreement to any other wholly-owned subsidiary of Bank of America Corporation to which all or substantially all of Remarketing Agent's municipal markets business may be transferred following the date of the Remarketing Agreement. The Remarketing Agreement shall terminate on the Fixed Rate Conversion Date after which there are no longer any 2018 Series C Bonds Outstanding bearing interest at a Variable Rate or a Flexible Rate. The Remarketing Agent, including any successor appointed pursuant hereto, shall (i) be a member of the National Association of Securities Dealers, Inc. having capitalization of at least $25,000,000, (ii) meet the requirements with respect to a qualified Remarketing Agent as may be set forth in the applicable Liquidity Facility, if any, and (iii) be authorized by law to perform all the duties imposed upon it by this 2018 Series C Resolution and the Remarketing Agreement. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this 2018 Series C Resolution and the Remarketing Agreement by giving at least 30 days' notice to the Authority, the Trustee and the Liquidity Facility Provider, if any. The Remarketing Agent may be removed at any time by the Authority by an instrument signed by the Authority and filed with the Remarketing Agent and the Liquidity Facility Provider, if any, upon at least 30 days' notice; provided, however, that, prior to the Fixed Rate Conversion Date for such 2018 Series C Bonds after which there are no longer any 2018 Series C Bonds Outstanding bearing interest at a Variable Rate or Flexible Rate, an agreement in substantially the form of the Remarketing Agreement shall be entered into with a successor Remarketing Agent.

(b) In the event that, prior to the Fixed Rate Conversion Date after which there are no longer any 2018 Series C Bonds Outstanding bearing interest at a Variable Rate or Flexible Rate, the Remarketing Agent shall resign or be removed or dissolved, or if the property or affairs of the Remarketing 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, the Authority shall use its best efforts to appoint a successor as Remarketing Agent. Any such appointment by the Authority shall be with the consent of the Liquidity Facility Provider if any Liquidity Facility Bonds are then Outstanding. If the Authority shall not have appointed a successor as Remarketing Agent, the Trustee shall ipso facto be deemed to be the Remarketing Agent for the sole purpose of determining Variable Rates by reference to the Maximum Rate as provided in this 2018 Series C Resolution until the appointment by the Authority of the Remarketing Agent or successor Remarketing Agent, as the case may be.

(c) The Remarketing Agreement substantially in the form presented to this meeting is hereby approved and any Authorized Representative is authorized to execute and deliver the

Remarketing Agreement for and on behalf of the Authority with such changes, omissions, insertions and revisions as such Authorized Representative shall deem advisable or appropriate. Any Authorized Representative is hereby authorized to obtain any amendment to the Remarketing Agreement or any subsequent Remarketing Agreement in respect of 2018 Series C Bonds bearing interest at Variable Rates or Flexible Rates and to execute and deliver the same. The annual fees to be paid in respect of any Remarketing Agreement shall not exceed 0.20% of the Outstanding 2018 Series C Bonds bearing interest at Variable Rates or Flexible Rates.

ARTICLE X
MISCELLANEOUS

1001. Authorization of Procurement of Letter of Credit, Security Arrangement and/or Surety Bond. (a) An Authorized Representative hereby is authorized to obtain a Letter or Letters of Credit, a Security Arrangement or Arrangements and/or a Surety Bond or Bonds for application in lieu of or in replacement of the deposit of moneys to the Capital Reserve Fund as specifically authorized in this 2018 Series C Resolution, and for application as generally authorized with respect to all moneys deposited to the Capital Reserve Fund. In connection with the procurement of the foregoing Letter of Credit and/or Surety Bond, the Authorized Representative is authorized to negotiate and execute a reimbursement agreement with a banking institution or an agreement with an insurance company, as appropriate. The annual fees (in addition to any expense reimbursements) paid to the banking institution for the procurement of the Letter(s) of Credit shall not exceed three percent (3.00%) of the amount of the Letter(s) of Credit, and the fee to be paid by the Authority for a Surety Bond shall not exceed three percent (3.00%) of the amount of the Surety Bond. The Authority shall give the Trustee sixty (60) days' written notice prior to the expiration of any Letter of Credit obtained pursuant to this 2018 Series C Resolution.

(b) The Security Arrangement entitled "Thirteenth Amended and Restated Agreement to Make Payments in Respect of Capital Reserve Fund," in the form presented to this meeting, is hereby approved. If determined to be in the best interests of the Authority, an Authorized Representative is authorized to execute and deliver such Security Arrangement in substantially the form approved, with such changes in such document as may be necessary or desirable, permitted by the Act and otherwise by law, and not materially adverse to the Authority.

1002. Ratification of Actions. The actions of any Authorized Representative heretofore taken pursuant to the provisions of the General Resolution, including, but not limited to: the publishing of notice and the conducting of a hearing with respect to the issuance of the 2018 Series C Bonds, the making of presentations to security rating agencies, the undertaking of discussions and negotiations with underwriters or groups of underwriters regarding offers to purchase the 2018 Series C Bonds be, and they hereby are, ratified and confirmed in all respects.

1003. Additional Actions. (a) Any Authorized Representative is hereby authorized and directed to execute such other documents and certifications, and to perform such other acts as may be necessary or convenient for the proper sale, execution and delivery of the 2018 Series C Bonds,

subject to, and as may be required by the Purchase Contract, the General Resolution and this 2018 Series C Resolution.

(b) The Chief Financial Officer or Deputy Director of Finance is hereby authorized to pay from the Operating Fund all amounts necessary to comply with Section 1006 hereof.

1004. [Reserved]

1005. Remarketing Statement. The form of Remarketing Statement of the Authority, substantially in the form presented to this meeting, is hereby authorized and approved as the Remarketing Statement of the Authority, with such changes, omissions, insertions and revisions as an Authorized Representative shall deem advisable or appropriate, and such Remarketing Statement is approved for execution on behalf of the Authority and distribution to the Remarketing Agent. Any Authorized Representative is hereby authorized to execute such Remarketing Statement and deliver it to the Remarketing Agent for distribution on behalf of the Authority.

1006. Rebate Fund. The Authority shall not be required to make any deposits to the Rebate Fund in connection with the 2018 Bonds. The Authority hereby agrees to comply with Section 148(f) of the Internal Revenue Code of 1986, as amended, and shall pay or cause to be paid to the United States, from available Authority funds, such amounts and at such times as shall be required by Section 148(f) with respect to the 2018 Bonds.

1007. Covenant as to Sale of Mortgage Loans. The Authority covenants and agrees that it will not sell any Mortgage Loan and use the proceeds of such sale to redeem 2018 Series C Bonds bearing interest at a Fixed Rate except for Mortgage Loans (i) that are in default, (ii) that must be sold in order to preserve the exclusion of interest on the 2018 Series C Bonds from gross income for federal income tax purposes, or (iii) that do not comply with the Authority's program requirements.

1008. Covenant as to Purchase of 2018 Series C Bonds. The Authority covenants that it has not required and shall not require a Mortgage Lender, Mortgagor or "related person" as defined in Section 147 of the Code to purchase 2018 Series C Bonds pursuant to any arrangement, formal or informal, in an amount related to a Mortgage Loan.

1009. Trustee Not Responsible for Remarketing Statement. The recitals, statements and representations contained in the Remarketing Statement shall be taken and construed as made by and on the part of the Authority not by the Trustee, and the Trustee assumes and shall be under no responsibility for the correctness of same.

1010. Notice of Redemption.

(a) The Trustee shall cause a notice of any redemption of 2018 Series C Bonds, either in whole or in part, to be sent by registered or certified mail or by overnight delivery, to the Securities Depository at least two (2) business days (a business day being a day when such Securities Depository is open for business) prior to the date of general mailing of any notice of redemption.

On the date of such general mailing, the Trustee shall cause notice of redemption to be posted electronically on Electronic Municipal Markets Access or its successor entity.

(b) In addition, a second duplicate notice in writing shall be mailed by certified mail, postage prepaid, return receipt requested, to any registered owner of 2018 Series C Bonds to be redeemed who has not presented and surrendered such 2018 Series C Bonds to the Trustee for redemption within thirty (30) days after the date of redemption.

(c) In addition to the requirements set forth in Section 405 of the General Resolution, a notice of any such redemption shall include the following information with respect to the 2018 Series C Bonds to be so redeemed: the complete title of the 2018 Series C Bonds, the CUSIP numbers of the 2018 Series C Bonds to be redeemed, the date of general mailing of such notice of redemption, the complete name of the Trustee including a telephone number for inquiries, the maturity date and the interest rate (if applicable) of the 2018 Series C Bonds.

(d) Failure to receive any such notices by any such registered owner shall not affect the validity of the proceedings for the redemption of the 2018 Series C Bonds.

1011. Interest and Redemption Payments. All redemption payments and payments of interest made by the Trustee, whether by check or wire transfer, shall be accompanied by the applicable CUSIP numbers.

1012. Covenant With Respect to Section 236 Mortgage Loans and Section 8 Mortgage Loans. The Authority hereby covenants and agrees to diligently enforce and take all reasonable steps, actions and proceedings necessary to assure the continued receipt of interest subsidy payments and housing assistance payments in respect of Mortgage Loans of the Authority receiving assistance under, respectively, the Section 236 or Section 8 programs of the United States Department of Housing and Urban Development.

1013. Continuing Disclosure. The 2018 Series C Bonds are hereby made subject to the Master Continuing Disclosure Undertaking – Rental Housing Revenue Bonds, approved by the Authority on April 1, 2011, and the Authority agrees to abide by the provisions thereof so long as any of the 2018 Series C Bonds are Outstanding.

1014. Notice to Rating Agency and Liquidity Facility Provider. The Authority shall give written notice to S&P at 55 Water Street, 41st Floor, New York, New York 10041-0003, Attention: Structured Finance LOC Surveillance Group, E-mail: nyloc@spglobal.com, in each case with a copy to the Liquidity Facility Provider, if any, at the address set forth in the Liquidity Facility, of the occurrence of any of the following events with respect to the 2018 Series C Bonds:

(a) a change in the Trustee or the Remarketing Agent;

(b) a change in the Rate Period applicable to any 2018 Series C Bonds;

(c) the expiration, extension, termination or substitution of any Liquidity Facility or Credit Facility;

(d) a redemption or defeasance of all the Outstanding 2018 Series C Bonds;

(e) any mandatory tender of the 2018 Series C Bonds;

(f) any amendment or supplement to this 2018 Series C Resolution, the General Resolution (other than a series resolution), or any Liquidity Facility; or

(g) an acceleration of payment of principal of and interest on the 2018 Series C Bonds.

In addition, the Authority shall give written notice to the Liquidity Facility Provider, if any, of the occurrence of any of the following events with respect to the 2018 Series C Bonds:

(i) a redemption (other than mandatory sinking fund redemption) or defeasance of the Outstanding 2018 Series C Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(ii) any downgrade by the Rating Agency of the enhanced or unenhanced rating on the 2018 Series C Bonds or the Bonds to "non-investment grade"; or

(iii) any material events pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934, as amended.

1015. Defeasance of 2018 Series C Bonds. The provisions of Section 1402 of the General Resolution shall not apply to 2018 Series C Bonds that bear interest at a Variable Rate or at Flexible Rates.

1016. Effective Date. This Amended and Restated 2018 Series C Resolution shall take effect as of the Restated Resolution Effective Date.

EXHIBIT A

(Form of 2018 Series C Bond bearing interest at Fixed, Flexible or Variable Rate)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Authority or its agent for registration of transfer, exchange or payment, and any Bond is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. A-_____ $_____

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
RENTAL HOUSING REVENUE BOND, 2018 Series C

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE	CUSIP

Registered Owner: _____

Principal Amount: _____

The Michigan State Housing Development Authority (the "Authority"), a public body corporate and politic, organized and existing under and by virtue of the laws of the State of Michigan, acknowledges itself indebted to, and for value received, hereby promises to pay the registered owner specified above, or registered assigns, the Principal Amount specified above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon the presentation and surrender hereof at the corporate trust office of U.S. Bank National Association, St. Paul, Minnesota (the "Trustee"), as Trustee under the Resolution of the Authority adopted November 15, 1990, as amended and supplemented, authorizing the issuance of Michigan State Housing Development Authority Rental Housing Revenue Bonds (the "General Resolution") or its successor as Trustee, and to pay to the registered owner by check or draft mailed to the registered owner as shown on the registration books of the Trustee as of the close of business on the Record Date at the registered address interest on such Principal Amount from the Date of Original Issue specified above or such later date to which interest has been paid, until paid at the rates and on the dates determined as described herein and in the 2018 Series C Resolution as hereinafter defined; provided, however, payment of interest on any Interest Payment Date shall be paid (i) while this Bond bears interest at a Variable Rate, in immediately available funds; (ii) while this Bond bears interest at the Fixed Rate, in immediately available funds; or (iii) if this Bond bears interest at a Flexible Rate, in immediately available funds upon presentation and surrender of this Bond to the

Trustee, by wire transfer to a bank within the continental United States or direct deposit to a designated account that is maintained with the Trustee pursuant to directions given by the Registered Owner to the Trustee on or prior to the Interest Payment Date; provided, further, that the principal or redemption price of this Bond is payable upon surrender of this Bond to the Trustee by the Registered Owner hereof as shown on the registration books of the Trustee on the date of payment (i) in immediately available funds if this Bond shall bear interest at a Flexible Rate, or a Variable Rate, or (ii) in immediately available funds if this Bond shall bear interest at the Fixed Rate. If requested by the Registered Owner of this Bond while it bears interest at a Variable Rate, payment of principal, premium, if any, and interest on this Bond shall be transmitted by wire transfer within the continental United States or deposited to a designated account if such account is maintained with the Trustee, if such Registered Owner shall have provided wire transfer instructions to the Trustee prior to the Interest Payment Date. The principal or Redemption Price (as defined in the General Resolution) of this Bond is payable upon presentation in any coin or currency of the United States of America which, on the respective dates of payment, shall be legal tender for the payment of public and private debts.

The State of Michigan is not liable on this Bond and this Bond is not a debt of the State of Michigan. The Authority has no taxing power.

Subject to any agreements now or hereafter made with the owners of any other notes or bonds of the Authority pledging any particular receipts or revenues, this Bond is a general obligation of the Authority and the full faith and credit of the Authority are hereby pledged for the payment of the principal or Redemption Price of and interest on this Bond. This Bond is one of a duly authorized issue of bonds of the Authority designated "*Rental Housing Revenue Bonds*" (the "Bonds"), issued and to be issued in various series under and pursuant to Act No. 346 of the Public Acts of 1966 of the State of Michigan, as amended (herein called the "Act"), and under and pursuant to the General Resolution and a series resolution authorizing the issuance and sale of each such series. As provided in the General Resolution, the Bonds may be issued from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest, if any, at different rates and, subject to the provisions thereof, may otherwise vary. The aggregate principal amount of Bonds which may be issued under the General Resolution is not limited except as provided in the General Resolution, and all Bonds issued and to be issued under the General Resolution are and will be equally secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the General Resolution.

This Bond is one of a series of Bonds designated "*Rental Housing Revenue Bonds, 2018 Series C*" (the "2018 Series C Bonds"), issued in the initial aggregate principal amount of _____ Million _____ Thousand and 00/100 Dollars ($_____) under the General Resolution and a series resolution adopted on May 23, 2018 (the "2018 Series C Resolution") (the General Resolution and the 2018 Series C Resolution are collectively herein called the "Resolutions"). The proceeds of the 2018 Series C Bonds will be utilized by the Authority to redeem certain outstanding bonds of the Authority and in connection therewith to purchase Mortgage Loans (as defined in the General Resolution) financed from the proceeds of such bonds. The Bonds will be secured by a pledge of the Pledged Funds (as defined in the General Resolution). Payment of the purchase price of the 2018 Series C Bonds bearing interest at a Variable Rate or at Flexible Rates may, at the option of the Authority, also be supported by a

_____ (the "Liquidity Facility") issued by _____ (the "Bank"), in favor of the Trustee, and any alternate Liquidity Facility which may be furnished by the Authority. Copies of the Resolutions are on file in the office of the Authority and at the principal corporate trust office of the Trustee in St. Paul, Minnesota, and reference to the Resolutions and any and all supplements thereto and modifications and amendments thereof and to the Act are made for a description of the pledges and covenants securing the 2018 Series C Bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the 2018 Series C Bonds with respect thereto and the terms and conditions upon which the Bonds are issued and may be issued thereunder. To the extent and in the manner permitted by the terms of the Resolutions, the provisions of the Resolutions or any resolution amendatory thereof or supplemental thereto, may be modified or amended.

This Bond is transferable, as provided in the Resolutions, only upon the books of the Authority kept for that purpose at the corporate trust office of the Trustee in Lansing, Michigan by the registered owner hereof in person, or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new registered 2018 Series C Bond or Bonds, in the same aggregate principal amount and of the same maturity, shall be issued to the transferee in exchange therefor as provided in the Resolutions, and upon the payment of the charges, if any, therein prescribed.

In the manner provided in the 2018 Series C Resolution, the term of each 2018 Series C Bond will be divided into consecutive Rate Periods during each of which such 2018 Series C Bond shall bear interest at a Variable Rate, Flexible Rate or the Fixed Rate. The Rate Period of the 2018 Series C Bond may be Converted to a different Rate Period at the election of the Authority in the manner provided in the 2018 Series C Resolution. Information regarding the interest rates borne by the 2018 Series C Bonds and Conversions to a different Rate Period will be furnished or made available to Registered Owners of the 2018 Series C Bonds in the manner provided in the 2018 Series C Resolution.

Interest shall be computed, in the case of a Fixed Rate Period, Term Rate Period or Index Rate Period during which the Index Rate Index is a function of LIBOR, on the basis of a 360-day year consisting of twelve 30-day months, and in the case of any other Rate Period, on the basis of a 365 or 366-day year, as appropriate, and the actual number of days elapsed. Except as otherwise provided in the 2018 Series C Resolution, if the 2018 Series C Bonds bear interest at a Variable Rate or the Flexible Rate, the Remarketing Agent shall determine the appropriate Variable Rate or Flexible Rate on the 2018 Series C Bonds during each such Rate Period in accordance with the provisions of the 2018 Series C Resolution.

The term "Interest Payment Date" means (a) when used with respect to 2018 Series C Bonds bearing interest at an Index Rate, (i) the first Business Day of each calendar month to which interest at such rate has accrued if the Index Rate Index is the SIFMA Index or based upon LIBOR for one-month, (ii) each April 1 and October 1 or each January 1, April 1, July 1 and October 1, if the Index Rate Index is based upon LIBOR for three-months as determined by the Authority in the Purchase Contract or a certificate delivered upon an Index Rate Conversion Date, or (iii) each April 1 and October 1, if the Index Rate Index is based upon LIBOR for or six-months; (b) when

used with respect to 2018 Series C Bonds bearing interest at a Daily Rate, a Weekly Rate or a Term Rate, each April 1 and October 1 and each mandatory tender date; (c) when used with respect to 2018 Series C Bonds bearing interest at a Fixed Rate, each April 1 and October 1 which is at least 120 days following a Fixed Rate Conversion Date; (d) when used with respect to any particular 2018 Series C Bond bearing interest at a Flexible Rate, the last day of each Flexible Rate Period applicable thereto (and each April 1 and October 1 during a Flexible Rate Period which is longer than 270 days in duration); (e) when used with respect to Bank Bonds, the dates specified in the Liquidity Facility; (f) each Conversion Date; and (g) when used with respect to any 2018 Series C Bond, its stated maturity date or the date on which it is earlier paid.

The 2018 Series C Bonds shall be deliverable in the form of registered bonds without coupons in the denominations of $5,000 and any whole multiple thereof during the Term Rate Period, Index Rate Period or upon being Converted to bear interest at the Fixed Rate; in the denominations of $100,000 and any integral multiples of $5,000 in excess of $100,000 during the Initial Period or any Daily Rate Period or Weekly Rate Period; and in denominations of $100,000 and any integral multiple of $1,000 in excess of $100,000 during any Flexible Rate Period.

At the times and in the manner provided in the 2018 Series C Resolution, the Registered Owners of the 2018 Series C Bonds bearing interest at a Variable Rate may elect to tender 2018 Series C Bonds or portions thereof for purchase; provided, however, that no 2018 Series C Bonds or portions thereof bearing interest at a Fixed Rate may be tendered for purchase at the election of the Registered Owners after the Fixed Rate Conversion Date for such 2018 Series C Bonds. Under certain circumstances, and in the manner provided in the 2018 Series C Resolution, the 2018 Series C Bonds will be subject to mandatory tender for purchase on the dates specified in the 2018 Series C Resolution. The Trustee shall cause notice of certain mandatory tenders to be mailed to the Registered Owners in accordance with the provisions of the 2018 Series C Resolution. 2018 Series C Bonds as to which the Registered Owners have given notice of optional tender in the manner provided in the 2018 Series C Resolution, or 2018 Series C Bonds subject to mandatory tender, will be deemed to be tendered on the Purchase Date with the effect provided in the 2018 Series C Resolution, and thereafter the Registered Owners thereof will be entitled only to receive the purchase price therefor.

Any 2018 Series C Bond held by or on behalf of the Bank as a result of the purchase of such 2018 Series C Bond with proceeds from a draw on the Liquidity Facility (hereinafter a "Bank Bond") shall bear interest at the Bank Rate as provided in the 2018 Series C Resolution. Principal of and interest on Bank Bonds shall be payable to the Bank by wire transfer in immediately available funds at the times and in the amounts determined in accordance with the 2018 Series C Resolution.

Under the 2018 Series C Resolution, Merrill Lynch, Pierce, Fenner & Smith Incorporated has been appointed as Remarketing Agent. The Remarketing Agent may be removed or replaced by the Authority, as provided in the 2018 Series C Resolution.

This 2018 Series C Bond is subject to redemption, including redemption at par, prior to maturity, in the manner set forth in the 2018 Series C Resolution.

Bank Bonds shall also be subject to mandatory redemption at the times and at the Redemption Prices set forth in the 2018 Series C Resolution.

In the event the Authority shall exercise its option to redeem any or all of the 2018 Series C Bonds, notice of such redemption shall be mailed, postage prepaid, not less than thirty (30) days before the redemption date to the registered owners of any 2018 Series C Bonds or portions of 2018 Series C Bonds to be redeemed, except as otherwise provided in the 2018 Series C Resolution. Such mailing shall be a condition precedent to such redemption, but failure to receive such notice by the owner shall not affect the validity of the proceedings for the redemption of 2018 Series C Bonds. Notice of redemption having been given as aforesaid, the 2018 Series C Bonds or portions thereof so called for redemption shall become due and payable as herein provided, and from and after the date fixed for redemption, interest on the 2018 Series C Bonds or portions thereof so called for redemption shall cease to accrue and become payable provided the Authority has deposited moneys for such redemption as required by the General Resolution.

This Bond shall not be valid or become obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been executed by the Trustee.

Terms which are used herein as defined terms and which are not otherwise defined herein shall have the meanings assigned to them in the 2018 Series C Resolution.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State of Michigan and the Resolutions 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 2018 Series C Bonds, together with all other indebtedness of the Authority is within every debt and other limits prescribed by law.

IN WITNESS WHEREOF, the Michigan State Housing Development Authority has caused this Bond to be executed in its name by the facsimile signature of its Chairperson and its corporate seal (or a facsimile thereof) to be impressed hereon and attested by the facsimile signature of its Chief Financial Officer, all as of the Date of Original Issue set forth above.

ATTEST:	MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
By: _____ (Facsimile)	By: _____ (Facsimile)
Its: Chief Financial Officer	Its: Chairperson

(Seal)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the 2018 Series C Bonds described in the within-mentioned 2018 Series C Resolution.

U. S. Bank National Association, Trustee

By: _____
Authorized Signer

[End of 2018 Series C Bond Form]

4828-9677-0484 v10 [9378-261]

TAB H

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
FIFTH RESOLUTION
SUPPLEMENTING RESOLUTION AUTHORIZING THE ISSUANCE OF RENTAL HOUSING REVENUE BONDS

March 26, 2020

BE IT RESOLVED, by the Michigan State Housing Development Authority that pursuant to the Resolution Authorizing the Issuance of Michigan State Housing Development Authority Rental Housing Revenue Bonds heretofore adopted on November 15, 1990, as amended on December 12, 1990, September 3, 1992, March 23, 1994 and February 25, 1998 (hereinafter referred to as the "Resolution"), this 2020 Supplemental Resolution is adopted as follows:

ARTICLE I
DEFINITIONS AND AUTHORITY

Section 101. Definitions. Except as otherwise provided herein, all terms which are defined in Section 103 of the Resolution shall have the same meanings, respectively, in this 2020 Supplemental Resolution as such terms are given in the Resolution. The term "2020 Supplemental Resolution" shall mean this resolution amending the Resolution, including any Supplemental Resolution hereto.

Section 102. Authority for this 2020 Supplemental Resolution. This 2020 Supplemental Resolution is adopted pursuant to the provisions of the Act and Section 1001(6) of the Resolution to modify any provision of the Resolution with the consent of the Trustee, provided, however that no such modification shall impair in any material manner the rights or remedies of Bondholders or the security for the Bonds afforded by the Resolution.

ARTICLE II
AMENDMENTS

Section 201. Amendment to Section 103 of the Resolution. The following definitions are added to Section 103 of the Resolution in their proper alphabetical order:

"Credit Facility" means any "Credit Facility" as such term is defined in a Series Resolution which provides credit enhancement for any Series of Bonds or portion thereof.

"Credit Provider" means any "Credit Provider" as such term is defined in a Series Resolution which issues a Credit Facility to provide credit enhancement for any Series of Bonds or portion thereof.

"Reimbursement Agreement" means, if a Credit Facility is issued to provide credit enhancement for any Series of Bonds or portion thereof, any reimbursement agreement, credit agreement, line of credit agreement, standby purchase agreement or other agreement relating to the

Credit Facility, by and between the Credit Provider and the Authority.

Section 202. Amendment to Section 603 of the Resolution. Section 603(3) of the Resolution is amended and restated as follows:

(3) As of the first day of each calendar month, after providing for the payments pursuant to paragraph (2) above, the Trustee shall reserve in the General Receipts Fund an amount equal to the sum of (i) an amount such that, if the same amounts are so reserved for payment of interest from the same source on the first day of each succeeding calendar month thereafter prior to and including the next date upon which an installment of interest falls due, the aggregate amounts so reserved, when added to the amounts already on deposit therein, would on such interest payment date be equal to the installment of the interest on the Bonds then falling due; plus (ii) an amount such that, if the same amounts are so reserved for payment of principal from the same source on the first day of each succeeding calendar month thereafter prior to and including the next date upon which an installment of principal falls due on the Bonds, the aggregate of the amounts so paid and credited, when added to the amount already on deposit therein, would on such principal payment date be equal to the amount of the principal of the Bonds maturing (whether by stated maturity or by reason of a Redemption Requirement). The Trustee shall withdraw from the General Receipts Fund (i) on, or at the direction of the Authority prior to, each interest payment date of the Outstanding Bonds, an amount equal to the unpaid interest due on the Bonds on such interest payment date, and shall cause such amount to be applied to the payment of said interest when due and may transmit the same to itself for such purpose (or to reimburse a Credit Provider pursuant to a Reimbursement Agreement for payments of interest on the Bonds made from amounts drawn under a Credit Facility), and (ii) on, or at the direction of the Authority, prior to, each principal payment date of the Outstanding Bonds, an amount equal to the principal amount of the Outstanding Bonds, if any, maturing (whether by stated maturity or by reason of a Redemption Requirement) on said day and shall cause the same to be applied to the payment of the principal of said Bonds when due and may transmit the same to itself and apply the same to such payment (or to reimburse a Credit Provider pursuant to a Reimbursement Agreement for payments of principal on the Bonds made from amounts drawn under a Credit Facility). At any time except for the period of forty-five (45) days next preceding the date of a Redemption Requirement, the Trustee shall, at the direction of the Authority, apply amounts on deposit in the General Receipts Fund in an amount which does not exceed the aggregate of the Redemption Requirements for such date applicable to all maturities, to the purchase of Bonds, provided that the principal or Appreciated Principal Amount (as of the date of such Redemption Requirements) as the case may be, of the Bonds of each maturity so purchased shall not exceed the respective Redemption Requirements for such date applicable to such maturity and shall be credited against such respective Redemption Requirements, and provided further that the purchase price paid by the Trustee for each such Bond (excluding accrued interest but including any brokerage or other charges) shall not exceed the principal amount or Appreciated Principal Amount (as of the date of such Redemption Requirement) as the case may be, thereof. In addition, at the option of the Authority to be exercised at least forty-five (45) days prior to the date of a Redemption Requirement, there shall be credited against the Redemption Requirement (if any) for such date applicable to Bonds of each

respective maturity, such principal amount or Appreciated Principal Amount, as the case may be, as the Authority shall elect, not to exceed the aggregate principal amount of, or in the case of Capital Appreciation Bonds, the aggregate Appreciated Principal Amount (as of the date of the Redemption Requirements) of, the Bonds of the same maturity (a) (i) which have been redeemed (other than through the operation of a Redemption Requirement) or (ii) which have been purchased by the Authority (or by the Trustee at the direction of the Authority) from any moneys available for such purposes and have been cancelled by the Trustee, and (b) for which no credit against any Redemption Requirement has previously been taken.

ARTICLE III
EFFECTIVE DATE

Section 301. Effective Date. This 2020 Supplemental Resolution shall become effective upon May 13, 2020 (the "Effective Date"), subject to receipt of written consent to this 2020 Supplemental Resolution from (i) the Trustee and (ii) each Liquidity Facility Provider whose Liquidity Facility will support a Series of Bonds as of the Effective Date.

TAB I

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
THIRD RESOLUTION SUPPLEMENTING
SERIES RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
SINGLE-FAMILY MORTGAGE REVENUE BONDS, 2006 SERIES C
IN AN AMOUNT NOT TO EXCEED $73,190,000

March 26, 2020

WHEREAS, the Members of the Michigan State Housing Development Authority (hereinafter referred to as the "Authority"), by Resolution adopted December 17, 1987, and as supplemented on January 28, 1988, October 12, 1995, January 30, 1997, May 24, 2006 and September 26, 2018 (hereinafter referred to as the "General Resolution"), have authorized the issuance of Single-Family Mortgage Revenue Bonds in one or more Series pursuant to a Series Resolution authorizing the issuance and sale of any such Series; and

WHEREAS, pursuant to the General Resolution, on May 24, 2006, the Members of the Authority adopted the Series Resolution Authorizing the Issuance and Sale of Single-Family Mortgage Revenue Bonds, 2006 Series C in an Amount Not To Exceed $73,190,000 (the "Original 2006 Series C Resolution"), authorizing the issuance and sale of a Series of Bonds designated "Single-Family Mortgage Revenue Bonds, 2006 Series C" (the "2006 Series C Bonds") to provide moneys to carry out the purposes of the Authority, and supplemented and amended such Original 2006 Series C Resolution on November 19, 2008 pursuant to the First Resolution Supplementing Series Resolutions Authorizing the Issuance and Sale of Single-Family Mortgage Revenue Bonds, 2005 Series B, 2005 Series C, 2006 Series B, 2006 Series C, 2006 Series D, 2007 Series B and 2007 Series C (the "First Supplemental Resolution") and on May 20, 2009 pursuant to the Second Resolution Supplementing Series Resolution Authorizing the Issuance and Sale of Single-Family Mortgage Revenue Bonds, 2006 Series C in an Amount Not to Exceed $73,190,000 (the "Second Supplemental Resolution," and the Original 2006 Series C Resolution as supplemented and amended by the First Supplemental Resolution and the Second Supplemental Resolution, the "2006 Series C Resolution"); and

WHEREAS, the Authority issued the 2006 Series C Bonds in the original principal amount of $73,190,000 and delivered them to the original purchasers thereof on June 13, 2006; and

WHEREAS, the 2006 Series C Bonds currently bear interest at a Weekly Rate and are subject to optional and mandatory tender for purchase as provided in the 2006 Series C Resolution; and

WHEREAS, the purchase price due upon optional and mandatory tender of the 2006 Series C Bonds bearing interest at a Weekly Rate in the event of a failed remarketing is payable by Barclays Bank PLC ("Barclays") pursuant to a Standby Bond Purchase Agreement, dated as of June 23, 2009, as amended (the "Barclays Liquidity Facility"), among the Authority, Barclays and U.S. Bank National Association, as Trustee, Tender Agent and Custodian; and

WHEREAS, the Authority expects to substitute the Barclays Liquidity Facility with a Standby Bond Purchase Agreement (the "Alternate Liquidity Facility") provided by U.S. Bank National Association (in such capacity, "U.S. Bank"); and

WHEREAS, Barclays Capital Inc. ("Barclays Capital") is acting as remarketing agent with respect to the 2006 Series C Bonds pursuant to the Remarketing Agreement, dated June 23, 2009 (the "Barclays Remarketing Agreement"), between the Authority and Barclays Capital; and

WHEREAS, the Authority expects to replace Barclays Capital with U.S. Bancorp Investments, Inc. ("U.S. Bancorp") as Remarketing Agent; and

WHEREAS, pursuant to Section 27(l) of the State Housing Development Authority Act (the "Act"), the Authority has determined to delegate to the Executive Director, the Chief Financial Officer, the Director of Legal Affairs, the Deputy Director of Legal Affairs, the Chairperson or Vice Chairperson of the Authority (each, together with any person duly appointed or acting in such capacity, hereinafter individually referred to as an "Authorized Representative") the power to cancel or terminate a Liquidity Facility in accordance with its terms and to provide one or more Alternate Liquidity Facilities in such amounts and at such times as determined by an Authorized Representative; and

WHEREAS, it is necessary to supplement and amend the 2006 Series C Resolution as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED by the Members of the Authority as follows:

ARTICLE I
AUTHORITY AND DEFINITIONS

101. 2006 Series C Third Supplemental Resolution. This resolution (the "2006 Series C Third Supplemental Resolution") is adopted in accordance with the provisions of Sections 1001(e) and 1001(l) of the General Resolution and pursuant to the authority contained in the Act.

102. Definitions. All terms which are defined in Sections 103 and 104 of Article I of the General Resolution, in the recitals to and in Section 102 of the Original 2006 Series C Resolution, in Section 102 of the First Supplemental Resolution and in Section 102 and Article II of the Second Supplemental Resolution, shall have the same meanings, as applicable in this 2006 Series C Third Supplemental Resolution, including the recitals hereto.

ARTICLE II
ACQUISITION OF ALTERNATE LIQUIDITY FACILITY
REMARKETING OF 2006 SERIES C BONDS

201. Remarketing Agreement. The form of the Remarketing Agreement between the Authority and U.S. Bancorp relating to the 2006 Series C Bonds (the "U.S. Bancorp Remarketing Agreement") presented to the Authority at this meeting is hereby approved and any Authorized Representative is authorized to execute and deliver the U.S. Bancorp Remarketing Agreement

for and on behalf of the Authority with such changes, omissions, insertions and revisions as may be necessary or desirable, permitted by the Act and otherwise by law, and not materially adverse to the Authority.

202. Alternate Liquidity Facility. Pursuant to Section 702 of the 2006 Series C Resolution, as amended herein, the Authority hereby authorizes and directs an Authorized Representative to acquire an Alternate Liquidity Facility from U.S. Bank, or such other alternate Liquidity Facility Provider as an Authorized Representative shall select (the "Alternate Liquidity Facility Provider"), and to negotiate and execute the Alternate Liquidity Facility, substantially in the form presented at this meeting with such changes in such document as may be necessary or desirable, permitted by the Act and otherwise by law, and are not materially adverse to the Authority, taking into account the benefits to be derived by the Authority from the remarketing of the 2006 Series C Bonds as provided in the 2006 Series C Resolution, and subject to the following additional conditions:

(i) The Fee Letter between the Authority and the Alternate Liquidity Facility Provider (the "Fee Agreement") in substantially the form presented to this meeting, is hereby approved with such changes in such document as may be necessary or desirable, permitted by the Act and otherwise by law; provided, however, the Facility Fee Rate (as defined in the Fee Agreement) to be paid in respect of the Alternate Liquidity Facility in effect as of (A) the date of execution of the Fee Agreement or (B) the date the Fee Agreement is amended or modified in connection with an extension of the term of the Alternate Liquidity Facility, shall not exceed 2.00% of the Available Commitment (as defined in the Alternate Liquidity Facility); provided further, however, that such Facility Fee Rate may be increased and adjusted in accordance with the provisions of such Alternate Liquidity Facility and such Fee Agreement without regard to the foregoing limitation on the initial or amended Facility Fee Rate (e.g. downgrade pricing may exceed 2.00%).

(ii) The Available Commitment under the Alternate Liquidity Facility shall not exceed an amount equal to the sum of (A) the principal amount of the Outstanding 2006 Series C Bonds and (B) the Available Interest Commitment (as defined in the Alternate Liquidity Facility).

203. Disclosure Document. The form of disclosure document of the Authority with respect to the 2006 Series C Bonds (the "Disclosure Document"), substantially in the form presented to this meeting, is hereby authorized and approved as the final Disclosure Document of the Authority, with such changes, omissions, insertions and revisions as an Authorized Representative shall deem advisable or appropriate, and such final Disclosure Document is approved for execution on behalf of the Authority and for the remarketing of the 2006 Series C Bonds. One or more Authorized Representatives are hereby authorized to execute such final Disclosure Document and deliver it to the Remarketing Agent for distribution on behalf of the Authority.

204. Ratification of Actions. The actions of any Authorized Representative heretofore taken pursuant to the provisions of the General Resolution and the 2006 Series C

Resolution, including, but not limited to: the undertaking of discussions and negotiations with rating agencies, U.S. Bank, U.S. Bancorp, Barclays Bank and Barclays Capital are hereby ratified and confirmed in all respects.

205. Additional Actions. (a) Any Authorized Representative is hereby authorized and directed to execute such other documents and certifications, and to perform such other acts as may be necessary or convenient in connection with the execution of the Alternate Liquidity Facility, for the proper remarketing by Barclays Capital or U.S. Bancorp of the 2006 Series C Bonds bearing interest at a Weekly Rate, with, as applicable, the Barclays Liquidity Facility or the Alternate Liquidity Facility, subject to, as may be required by the Barclays Liquidity Facility, the Alternate Liquidity Facility, the Barclays Remarketing Agreement, the U.S. Bancorp Remarketing Agreement, the General Resolution, the 2006 Series C Resolution, this 2006 Series C Third Supplemental Resolution and the Act.

(b) The Director of Finance or Deputy Director of Finance is hereby authorized to pay from the Operating Fund, the costs of executing and delivering the Alternate Liquidity Facility and the U.S. Bancorp Remarketing Agreement and preparing, executing and distributing the Disclosure Document described in Section 203 above.

ARTICLE III
MISCELLANEOUS

301. Effective Date. This 2006 Series C Third Supplemental Resolution shall take effect immediately.

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DRAFT

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
THIRD RESOLUTION SUPPLEMENTING
SERIES RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF SINGLE-FAMILY MORTGAGE REVENUE BONDS, 2006 SERIES C IN AN AMOUNT NOT TO EXCEED $73,190,000

March 26, 2020

WHEREAS, the Members of the Michigan State Housing Development Authority (hereinafter referred to as the "Authority"), by Resolution adopted December 17, 1987, and as supplemented on January 28, 1988, October 12, 1995, January 30, 1997, May 24, 2006 and September 26, 2018 (hereinafter referred to as the "General Resolution"), have authorized the issuance of Single-Family Mortgage Revenue Bonds in one or more Series pursuant to a Series Resolution authorizing the issuance and sale of any such Series; and

WHEREAS, pursuant to the General Resolution, on May 24, 2006, the Members of the Authority adopted the Series Resolution Authorizing the Issuance and Sale of Single-Family Mortgage Revenue Bonds, 2006 Series C in an Amount Not To Exceed $73,190,000 (the "Original 2006 Series C Resolution"), authorizing the issuance and sale of a Series of Bonds designated "Single-Family Mortgage Revenue Bonds, 2006 Series C" (the "2006 Series C Bonds") to provide moneys to carry out the purposes of the Authority, and supplemented and amended such Original 2006 Series C Resolution on November 19, 2008 pursuant to the First Resolution Supplementing Series Resolutions Authorizing the Issuance and Sale of Single-Family Mortgage Revenue Bonds, 2005 Series B, 2005 Series C, 2006 Series B, 2006 Series C, 2006 Series D, 2007 Series B and 2007 Series C (the "First Supplemental Resolution") and on May 20, 2009 pursuant to the Second Resolution Supplementing Series Resolution Authorizing the Issuance and Sale of Single-Family Mortgage Revenue Bonds, 2006 Series C in an Amount Not to Exceed $73,190,000 (the "Second Supplemental Resolution," and the Original 2006 Series C Resolution as supplemented and amended by the First Supplemental Resolution and the Second Supplemental Resolution, the "2006 Series C Resolution"); and

WHEREAS, the Authority issued the 2006 Series C Bonds in the original principal amount of $73,190,000 and delivered them to the original purchasers thereof on June 13, 2006; and

WHEREAS, the 2006 Series C Bonds currently bear interest at a Weekly Rate and are subject to optional and mandatory tender for purchase as provided in the 2006 Series C Resolution; and

WHEREAS, the purchase price due upon optional and mandatory tender of the 2006 Series C Bonds bearing interest at a Weekly Rate in the event of a failed remarketing is payable by Barclays Bank PLC ("Barclays") pursuant to a Standby Bond Purchase Agreement, dated as

of June 23, 2009, as amended (the "Barclays Liquidity Facility"), among the Authority, Barclays and U.S. Bank National Association, as Trustee, Tender Agent and Custodian; and

WHEREAS, the Authority expects to substitute the Barclays Liquidity Facility with a Standby Bond Purchase Agreement (the "Alternate Liquidity Facility") provided by U.S. Bank National Association (in such capacity, "U.S. Bank"); and

WHEREAS, Barclays Capital Inc. ("Barclays Capital") is acting as remarketing agent with respect to the 2006 Series C Bonds pursuant to the Remarketing Agreement, dated June 23, 2009 (the "Barclays Remarketing Agreement"), between the Authority and Barclays Capital; and

WHEREAS, the Authority expects to replace Barclays Capital with U.S. Bancorp Investments, Inc. ("U.S. Bancorp") as Remarketing Agent; and

WHEREAS, pursuant to Section 27(l) of the State Housing Development Authority Act (the "Act"), the Authority has determined to delegate to the Executive Director, the Chief Financial Officer, the Director of Legal Affairs, the Deputy Director of Legal Affairs, the Chairperson or Vice Chairperson of the Authority (each, together with any person duly appointed or acting in such capacity, hereinafter individually referred to as an "Authorized Representative") the power to cancel or terminate a Liquidity Facility in accordance with its terms and to provide one or more Alternate Liquidity Facilities in such amounts and at such times as determined by an Authorized Representative; and

WHEREAS, it is necessary to supplement and amend the 2006 Series C Resolution as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED by the Members of the Authority as follows:

ARTICLE I
AUTHORITY AND DEFINITIONS

101. 2006 Series C Third Supplemental Resolution. This resolution (the "2006 Series C Third Supplemental Resolution") is adopted in accordance with the provisions of Sections 1001(e) and 1001(l) of the General Resolution and pursuant to the authority contained in the Act.

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ARTICLE II
ACQUISITION OF ALTERNATE LIQUIDITY FACILITY
REMARKETING OF 2006 SERIES C BONDS

201. Remarketing Agreement. The form of the Remarketing Agreement between the Authority and U.S. Bancorp relating to the 2006 Series C Bonds (the "U.S. Bancorp Remarketing Agreement") presented to the Authority at this meeting is hereby approved and any Authorized Representative is authorized to execute and deliver the U.S. Bancorp Remarketing Agreement for and on behalf of the Authority with such changes, omissions, insertions and revisions as may be necessary or desirable, permitted by the Act and otherwise by law, and not materially adverse to the Authority.

202. Alternate Liquidity Facility. Pursuant to Section 702 of the 2006 Series C Resolution, as amended herein, the Authority hereby authorizes and directs an Authorized Representative to acquire an Alternate Liquidity Facility from U.S. Bank, or such other alternate Liquidity Facility Provider as an Authorized Representative shall select (the "Alternate Liquidity Facility Provider"), and to negotiate and execute the Alternate Liquidity Facility, substantially in the form presented at this meeting with such changes in such document as may be necessary or desirable, permitted by the Act and otherwise by law, and are not materially adverse to the Authority, taking into account the benefits to be derived by the Authority from the remarketing of the 2006 Series C Bonds as provided in the 2006 Series C Resolution, and subject to the following additional conditions:

(i) The Fee Letter between the Authority and the Alternate Liquidity Facility Provider (the "Fee Agreement") in substantially the form presented to this meeting, is hereby approved with such changes in such document as may be necessary or desirable, permitted by the Act and otherwise by law; provided, however, the Facility Fee Rate (as defined in the Fee Agreement) to be paid in respect of the Alternate Liquidity Facility in effect as of (A) the date of execution of the Fee Agreement or (B) the date the Fee Agreement is amended or modified in connection with an extension of the term of the Alternate Liquidity Facility, shall not exceed 2.00% of the Available Commitment (as defined in the Alternate Liquidity Facility); provided further, however, that such Facility Fee Rate may be increased and adjusted in accordance with the provisions of such Alternate Liquidity Facility and such Fee Agreement without regard to the foregoing limitation on the initial or amended Facility Fee Rate (e.g. downgrade pricing may exceed 2.00%).

(ii) The Available Commitment under the Alternate Liquidity Facility shall not exceed an amount equal to the sum of (A) the principal amount of the Outstanding 2006 Series C Bonds and (B) the Available Interest Commitment (as defined in the Alternate Liquidity Facility).

203. Disclosure Document. The form of disclosure document of the Authority with respect to the 2006 Series C Bonds (the "Disclosure Document"), substantially in the form presented to this meeting, is hereby authorized and approved as the final Disclosure Document of the Authority, with such changes, omissions, insertions and revisions as an Authorized Representative shall deem advisable or appropriate, and such final Disclosure Document is approved for execution on behalf of the Authority and for the remarketing of the 2006 Series C Bonds. One or more Authorized Representatives are hereby authorized to execute such final

Disclosure Document and deliver it to the Remarketing Agent for distribution on behalf of the Authority.

204. Ratification of Actions. The actions of any Authorized Representative heretofore taken pursuant to the provisions of the General Resolution and the 2006 Series C Resolution, including, but not limited to: the undertaking of discussions and negotiations with rating agencies, U.S. Bank, U.S. Bancorp, Barclays Bank and Barclays Capital are hereby ratified and confirmed in all respects.

205. Additional Actions. (a) Any Authorized Representative is hereby authorized and directed to execute such other documents and certifications, and to perform such other acts as may be necessary or convenient in connection with the execution of the Alternate Liquidity Facility, for the proper remarketing by Barclays Capital or U.S. Bancorp of the 2006 Series C Bonds bearing interest at a Weekly Rate, with, as applicable, the Barclays Liquidity Facility or the Alternate Liquidity Facility, subject to, as may be required by the Barclays Liquidity Facility, the Alternate Liquidity Facility, the Barclays Remarketing Agreement, the U.S. Bancorp Remarketing Agreement, the General Resolution, the 2006 Series C Resolution, this 2006 Series C Third Supplemental Resolution and the Act.

(b) The Director of Finance or Deputy Director of Finance is hereby authorized to pay from the Operating Fund, the costs of executing and delivering the Alternate Liquidity Facility and the U.S. Bancorp Remarketing Agreement and preparing, executing and distributing the Disclosure Document described in Section 203 above.

ARTICLE III
MISCELLANEOUS

301. Effective Date. This 2006 Series C Third Supplemental Resolution shall take effect immediately.

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MSHDA

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

M E M O R A N D U M

TO: Authority Members

FROM: Gary Heidel, Acting Executive Director

DATE: March 26, 2020

RE: Mack Alter, Development No. 3805

RECOMMENDATION:

I recommend that the Michigan State Housing Development Authority (the "Authority") adopt resolutions that 1) determine Mortgage Loan Feasibility as to the following proposal, 2) authorize tax-exempt bonds and Mortgage Resource Fund ("MRF") mortgage loans in the amounts set forth in this report, 3) waive a sponsor and guarantor financial capacity requirement described below, and 4) authorize the Executive Director or an Authorized Officer of the Authority to issue the Authority's Mortgage Loan Commitment with respect to this development, subject to the terms and conditions set forth in this report.

PROJECT SUMMARY:

MSHDA No:	3805
Development Name:	Mack Alter
Development Location:	City of Detroit, Wayne County
Sponsor:	Nova Development Group of Detroit, L.L.C.
Mortgagor:	Mack Alter Homes Limited Dividend Housing Association Limited Partnership
Number of Units:	14 Affordable units, 0 Market Rate
Total Development Cost:	$4,296,020
TE Bond Construction Loan:	$2,333,930
TE Bond Permanent Loan:	$814,091
MSHDA Gap Funds:	$162,818 ($81,409 in MSHDA HOME and $81,409 in MRF)
Other Funds:	$1,454,767 LIHTC, $1,628,940 City of Detroit HOME Loan, and $235,404 in Deferred Development Fee.

EXECUTIVE SUMMARY:

Mack Alter will be a single three-story structure and will contain 14 apartment units. The development will be fully subsidized. The sponsor is purchasing the vacant site from the Detroit Land Bank Authority ("DLBA"). Although the neighborhood has evidence of blight, a considerable number of blighted buildings have been removed from the neighborhood, and ongoing efforts of

blight removal are evident. A garden plot area will be available for each tenant at the rear of the property.

The City of Detroit has conditioned the award of the Detroit Housing Commission vouchers to serve people and families with disabilities. The sponsor has engaged Central City Integrated Health to be the lead service provider. Central City Integrated Health will provide case management services including assessment and referral for supportive services as well as conducting a monthly review of each tenant file. The owners will pay the lead service agency a monthly fee which will be funded by the supportive services escrow identified in the development's proforma.

This is the sponsor's first Authority direct lending transaction. However, they do have experience with the 9% LIHTC program and tax credit properties. We are recommending Board approval for the following reasons:

- This development will provide deeply subsidized units coupled with supportive services for the tenants. Vouchers provided by the Detroit Housing Commission.
- The Authority's permanent loan is only 19% of the total development costs.
- The City of Detroit is making a substantial investment with a HOME loan that covers almost 38% of the total development cost.
- Due to the small investment by the Authority and the financial backing by the City of Detroit in terms of upfront funding as well as long term subsidy, this development poses a relatively small risk to the Authority.

RESIDENT IMPACT, AFFORDABILITY, AND COMMUNITY SUPPORT

- Mack Alter will offer new and deeply subsidized affordable housing for the City of Detroit.
- Area residents will also benefit from case management and supportive services.
- The community support of this proposal is significant, as evidenced by the City of Detroit providing a HOME Loan and a 4% PILOT and the Detroit Housing Commission providing Project-Based Vouchers.

ISSUES, POLICY CONSIDERATIONS, AND RELATED ACTIONS:

Nova Development Group of Detroit, L.L.C. does not have the required financial capacity to act as sponsor or guarantor for this proposal; the individuals listed as guarantors also do not have the financial capacity required for guarantors. (Section II.A.2. of the Multifamily Direct Lending Parameters requires sponsors and guarantors to have net liquid assets equal to at least 3% of the permanent mortgage loan(s) of the proposed project, plus permanent mortgage loan(s) for project(s) that have been approved previously and have not "placed in service" (i.e. projects currently in the development process). Since the City of Detroit and the Detroit Housing Commission are providing generous resources to support both the underwriting of Mack Alter and subsidizing an at-risk population, the Authority will waive the sponsor and guarantor financial capacity requirement and instead require a Liquidity Escrow of $73,371. Funds for the escrow will be deducted from the initial disbursement for the developer fee and will be held by the Authority until final closing.

Per the purchase agreement, the Detroit Land Bank Authority (the "DLBA") will retain reverter rights through the construction period to ensure project completion. The purchase documents are subject to Authority approval. The reverter rights will be released prior to the conversion of the

bond-funded construction loan to a permanent loan. To safeguard the priority of the Authority's Mortgage Loan, the DLBA must execute the mortgage and regulatory agreement.

The property will be purchased from the DLBA for $7,180. Since the property is likely worth substantially more than the purchase price and an appraisal will cost about as much as the sales price, an appraisal is not required. (Section (VI)(L) of the Multifamily Direct Lending Parameters generally requires a real estate appraisal.)

MSHDA
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

MORTGAGE LOAN FEASIBILITY/COMMITMENT STAFF REPORT

March 26, 2020

RECOMMENDATION:

I recommend that the Michigan State Housing Development Authority (the "Authority") adopt resolutions that 1) determine Mortgage Loan Feasibility as to the following proposal, 2) authorize tax-exempt bond and Mortgage Resource Fund ("MRF") mortgage loans in the amounts set forth in this report, 3) waive a sponsor and guarantor financial capacity requirement described below and 4) authorize the Executive Director, or an Authorized Officer of the Authority, to issue the Authority's Mortgage Loan Commitment with respect to this development, subject to the terms and conditions set forth in this report.

MSHDA No.:	3805
Development Name:	Mack Alter
Development Location:	City of Detroit, Wayne County
Sponsor:	Nova Development Group of Detroit, L.L.C.
Mortgagor:	Mack Alter Homes Limited Dividend Housing Association Limited Partnership
TE Bond Construction Loan:	$2,233,930 (52% of TDC)
TE Bond Permanent Loan:	$814,091
MSHDA MRF Loan:	$81,409
MSHDA HOME Loan:	$81,409
Total Development Cost:	$4,296,020
Mortgage Term:	40 years for the tax-exempt bond loan; 50 years for the HOME loan; 50 years for the MRF Loan
Interest Rate:	4.9% for the tax-exempt bond loan; 1% simple interest for the HOME loan and 3% simple interest for the MRF loan
Program:	Tax-Exempt Bond and Gap Financing Programs
Number of Units:	14 family units of new construction
Unit Configuration:	Twelve (12) two bedroom and Two (2) one-bedroom apartments.
Builder:	West Construction Services
Syndicator:	Cinnaire
Date Application Received:	May 15, 2019
HDO:	Charles J Smith

Issuance of the Authority's Mortgage Loan Commitment is subject to fulfillment of all Authority processing and review requirements and obtaining all necessary staff approvals as required by the Authority's underwriting standards.

ISSUES, POLICY CONSIDERATIONS AND RELATED ACTIONS:

Mack Alter is a proposed 14-unit new construction family apartment complex. The sponsors have worked with the Detroit Housing Commission to secure Section 8 Vouchers for all the units. Feasibility of a project this small is normally difficult, however, the City of Detroit is providing a HOME loan that is over twice the amount of the Authority's Permanent loan, which eliminates a gap of funding that would render this proposal non-competitive. The Section 8 Project Based Vouchers, coupled with the City of Detroit HOME loan, result in gap ratio of 20% as reflected in the developments proforma.

The Section 8 Vouchers are being awarded through the Housing Opportunity Through Modernization Act of 2016. The initial term of the vouchers is 20 years with renewals up to 20 years.

Nova Development Group of Detroit, L.L.C. ("Nova") does not have the required financial capacity to act as sponsor or guarantor for this proposal; the individuals listed as guarantors also do not have the financial capacity required for guarantors. (Section II.A.2. of the Multifamily Direct Lending Parameters requires sponsors and guarantors to have net liquid assets equal to at least 3% of the permanent mortgage loan(s) of the proposed project, plus permanent mortgage loan(s) for project(s) that have been approved previously and have not "placed in service" (i.e. projects currently in the development process)). Since the City of Detroit and the Detroit Housing Commission are providing generous resources to support both the underwriting of Mack Alter and subsidizing an at-risk population, the Authority will waive the sponsor and guarantor financial capacity requirement and instead require a Liquidity Escrow of $73,371. Funds for the escrow will be deducted from the initial disbursement for developer fee and will be held by the Authority until final closing. See Special Conditions #3.

Per the purchase agreement, the Detroit Land Bank Authority (the "DLBA") will retain reverter rights through the construction period to ensure project completion. The purchase documents are subject to Authority approval. The reverter rights will be released prior to the conversion of the bond-funded construction loan to a permanent loan. To safeguard the priority of the Authority's Mortgage Loan, the DLBA must execute the mortgage and Authority regulatory agreement.

The property will be purchased from the DLBA for $7,180. Since the property is likely worth substantially more than the purchase price and an appraisal will cost about as much as the sales price, an appraisal is not required. (Section (VI)(L) of the Multifamily Direct Lending Parameters generally requires a real estate appraisal.)

EXECUTIVE SUMMARY:

Mack Alter will be a single structure, three stories in height and will contain 14 apartment units. The development will be fully subsidized. The sponsor is purchasing the site from the DLBA. The site itself is currently vacant. Although the neighborhood has evidence of blight, a considerable number of blighted buildings have been removed from the neighborhood and ongoing efforts of blight removal are evident. A garden plot area will be available for each tenant at the rear of the property.

The City of Detroit award of Detroit Housing Commission vouchers is conditioned on serving the disabled. The sponsor has engaged Central City Integrated Health to be the lead service provider. Central City Integrated Health will provide case management services including assessment and

will pay the lead service agency a monthly fee funded by the supportive services escrow identified in the development's proforma.

Structure of the Transaction and Funding:

There are several elements to this transaction that are common to new construction transactions:

- A tax-exempt bond construction loan and a permanent mortgage loan will be provided by the Authority (the "Mortgage Loan"). The construction loan will be in the amount of $2,233,930 at 4.9% interest with an 18-month term (a 12-month construction term and a 6 month rent-up period), which will be used to bridge an extended equity pay-in period. Interest only payments will be required under the construction loan. The amount by which the construction loan exceeds the permanent loan will be due on the first day of the month following the month in which the 18 month construction loan term expires or such later date determined by an Authorized Officer of the Authority (the "Permanent Financing Date").

- A permanent loan will be provided by the Authority in the amount of $814,091. The permanent loan is based upon the current rents, less vacancy loss, payments to reserves and escrows, operating costs based on historical data unless modified by project improvements and construction and soft costs at levels appropriate for this specific transaction. The permanent loan includes a 1.2 debt service coverage ratio, an annual interest rate of 4.9%, with a fully amortizing term of 40 years commencing on the Permanent Financing Date. The Mortgage Loan will be funded on the Permanent Financing Date and will be in **First Position**.

- A subordinate loan using an Authority MRF Loan (the "MRF Loan") in the amount of $81,409 will be provided at 3% simple interest with payments initially deferred. The MRF Loan will be in **Second Position**.

- A subordinate loan using HOME funds (the "HOME Loan") in the amount of $81,409 will be provided at 1% simple interest with payments initially deferred. The HOME Loan will be in **Third Position**.

- The City of Detroit will provide a HOME Loan in the amount of $1,628,940. This mortgage loan will be in **Fourth Position,** as confirmed by an Intercreditor and Subordination Agreement to be entered into by the City and the Authority.

- Equity support comes from an investment related to the 4% LIHTC in the estimate amount of $1,454,767.

- The Sponsor has agreed to defer $235,404 of the developer fee to help fill the remaining funding gap.

- An operating assurance reserve will be required in the amount identified in the attached proforma. The reserve will be capitalized at closing in an amount which, along with accumulated interest, is expected to meet the Development's unanticipated operating needs. This reserve will be held by the Authority.

- A Special Services Reserve will be funded with loan proceeds and held by the owner. These funds will be used for case management services for the tenants. Services are to be provided by Central City Integrated Health See Special Condition #4.

Site Selection:

The Authority's Chief Market Analyst has approved the site for this multifamily proposal.

Market Evaluation:

The Authority's Chief Market Analyst has reviewed and approved the market study for this proposal.

Valuation of the Property:

The property will be purchased through the DLBA for $7,180. Since the property is likely worth substantially more than the purchase price and an appraisal will cost about as much as the sales price, an appraisal will not be required.

CONDITIONS:

At or prior to (i) issuance of the Authority's mortgage loan commitment ("Mortgage Loan Commitment"), (ii) the initial Mortgage Loan Closing (the "Initial Closing"), or (iii) such other date as may be specified herein, the new Mortgagor, and other members of the Development team, where appropriate, must satisfy each of the following conditions by entering into a written agreement or providing documentation acceptable to the Authority:

Standard Conditions:

1. **Limitation for Return on Equity:**

   For each year of the Development's operation, beginning in the year in which the Mortgage Cut-Off Date occurs, payments are limited to twelve percent (12%) of the Mortgagor's equity. For purposes of distributions, the Mortgagor's equity will be the sum of (i) the LIHTC equity; (ii) the brownfield tax credit equity; (iii) the historic tax credit equity; (iv) general partner capital contributions; and (v) any interest earned on an equity escrow held by the Authority (estimated to be a total of $1,454,767). All such payments shall be referred to as "Limited Dividend Payments". The Mortgagor's return shall be fully cumulative. Limited Dividend Payments shall be capped at 12% per annum, until the MRF Loan and the HOME Loan have been repaid. Thereafter, Limited Dividend Payments may increase 1% per annum until a cap of 25% per annum is reached.

2. **Income Limits:**

   The income limitations for fourteen (14) units of this proposal are as follows:

   a. Nine (9) units (1 one-bedroom and 8 two-bedroom) have been designated as Low-HOME units and during the Period of Affordability required under the HOME program (20 years) must be available for occupancy by households whose incomes do not exceed 50% of the HOME published area median income, adjusted for family size as determined by HUD.