

(e) Optional Redemption From Insurance and Condemnation Proceeds. The Bonds are also subject to redemption prior to the Maturity Date, at the option of the Authority, as directed by the City, in whole on any date or in part on any Interest Payment Date, from insurance and condemnation proceeds required to be deposited in the Redemption Fund pursuant to the Sublease, at a Redemption Price equal to the principal amount of Bonds called for redemption, plus unpaid accrued interest, if any, to the date fixed for redemption, without premium but with the payment of any breakage costs as provided for in the Continuing Covenant Agreement.

(f) Sinking Fund Redemption. The Series 2013A Bonds are also subject to redemption prior to their stated Maturity Date, in part, from Mandatory Sinking Account Payments deposited in the Principal Fund pursuant to Section 5.03 on December 1 of each of the years set forth below, in the principal amounts set forth below, together with unpaid accrued interest, if any, to the date fixed for redemption, without premium.

<u>Year</u> <u>(December 1)</u>	<u>Mandatory Sinking</u> <u>Account Payment</u>
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*maturity

The Series 2013B Bonds are also subject to redemption prior to their stated Maturity Date, in part, from Mandatory Sinking Account Payments deposited in the Principal Fund pursuant to Section 5.03 on December 1 of each of the years set forth below, in the principal amounts set forth below, together with unpaid accrued interest, if any, to the date fixed for redemption, without premium.

Year
(December 1)

Mandatory Sinking
Account Payment

*

*maturity

The Authority may purchase any Bonds subject to redemption from Mandatory Sinking Account Payments and tender such Bonds to the Trustee in satisfaction of the required Mandatory Sinking Account Payments referred to above.

The principal amount of Bonds to be redeemed from Mandatory Sinking Account Payments on any December 1 shall be reduced by the Authority as directed by the City by the principal amount of Bonds previously redeemed pursuant to Section 4.01(a), (b), (c), (d) or (e).

(g) Unremarketed Bonds shall be mandatorily redeemed in accordance with the terms of the Continuing Covenant Agreement.

Section 4.02 Selection of Bonds for Redemption. Whenever provision is made in this Indenture for the redemption of less than all of the Series 2013A Bonds, subject to Section 4.01 hereof, the Trustee shall select the Series 2013A Bonds to be redeemed, in the authorized denominations specified in Section 2.02, by lot, in any manner which the Trustee in its sole discretion shall deem appropriate and fair; provided, however, that Credit Facility Bonds shall be redeemed prior to any other Series 2013A Bonds. Whenever provision is made in this Indenture for the redemption of less than all of the Series 2013B Bonds, subject to Section 4.01 hereof, the Trustee shall select the Series 2013B Bonds to be redeemed, in the authorized denominations specified in Section 2.02, by lot, in any manner which the Trustee in its sole discretion shall deem appropriate and fair; provided, however, that Credit Facility Bonds shall be redeemed prior to any other Series 2013B Bonds. The Trustee shall promptly notify the Authority and the City in writing of any redemption of the Bonds or portions thereof so selected for redemption. The selection of Bonds shall be at such time as determined by the Trustee.

Section 4.03 Notice of Redemption. Notice of redemption shall be mailed by first-class mail by the Trustee, not less than 30 nor more than 60 days prior to the date fixed for redemption, to the Credit Provider, the Rating Agencies and to the respective Holders of any Bonds designated for redemption at their addresses appearing on the bond registration books of the Trustee. Each notice of redemption shall state the date of such notice, the date of original issuance of the Bonds, the date fixed for redemption, the Redemption Price, the place or places of redemption (including the name and appropriate address or addresses of the Trustee), the CUSIP number, if any, of the Bonds, to be redeemed and, in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. Each such notice shall also state that on said date there will become due and payable on said Bonds the Redemption Price thereof or of said specified portion of the principal amount thereof in the case of a Bond to be redeemed in part only, and that from and after such date, interest on such Bond (or the portion thereof to be redeemed) shall cease to accrue, and shall require that such Bonds be then surrendered at the address or addresses of the Trustee specified in the redemption notice.

Notice of redemption of Bonds shall be given by the Trustee, at the expense of the City.

Failure by the Trustee to mail notice of redemption pursuant to this Section 4.03 to the Credit Provider, the Rating Agencies or to any one or more of the Holders of any Bonds designated for redemption shall not affect the sufficiency of the proceedings for redemption with respect to the Holder or Holders to whom such notice was mailed.

Any notice given pursuant to this Section 4.03 may be conditional and may be rescinded by written notice given to the Trustee by the Authority at the direction of the City no later than 5 Business Days prior to the date specified for redemption. The Trustee shall give notice of such rescission, as soon thereafter as practicable, in the same manner, to the same persons, as notice of such redemption was given pursuant to this Section 4.03.

Section 4.04 Partial Redemption of Bonds. Upon surrender of any Bond to be redeemed in part only, the Authority shall execute and the Trustee shall authenticate and deliver to the Holder thereof, at the expense of the Authority, a new Bond or Bonds of the same series in authorized denominations equal in aggregate principal amount to the redeemed portion of the Bond surrendered; provided, however, that with respect to Bonds bearing interest at a Bank Index Interest Rate or Bank Term Rate, no surrender shall be required with respect to a partial redemption of such Bonds.

Section 4.05 Effect of Redemption. Notice of redemption having been duly given as aforesaid, and moneys for payment of the Redemption Price of, together with interest accrued to the date fixed for redemption on, the Bonds (or portions thereof) so called for redemption being held by the Trustee, on the date fixed for redemption designated in such notice, the Bonds (or portions thereof) so called for redemption shall become due and payable at the Redemption Price specified in such notice plus interest accrued thereon to the date fixed for redemption, interest on the Bonds so called for redemption shall cease to accrue, said Bonds (or portions thereof) shall cease to be entitled to any benefit or security under this Indenture, and the Holders of said Bonds shall have no rights in respect thereof except to receive payment of said Redemption Price and accrued interest.

Section 4.06 Optional Tenders of Bonds in the Daily Mode, the Weekly Mode or the R-FLOATs Mode. So long as the Credit Facility is in effect, the Holders of Eligible Bonds (other than Credit Facility Bonds) in a Daily Mode, a Weekly Mode or the R-FLOATs Mode may elect to have their Bonds (or portions of those Bonds in amounts equal to the lowest denomination then authorized pursuant to Section 2.02) purchased on any Business Day in the case of Bonds in a Daily Mode or a Weekly Mode, on any Rate Determination Date in the case of Bonds in a weekly R-FLOATs Mode, on any Interest Payment Date in the case of Bonds in a monthly R-FLOATs Mode and on the Interest Payment date immediately following a Special R-FLOATs Rate Period in the case of Bonds in a Special R-FLOATs Rate Period in each case at a price equal to the Purchase Price,

(i) in the case of Bonds in a Daily Mode, upon delivery of an irrevocable telephonic notice of tender to the Remarketing Agent, the Trustee and the Tender Agent not later than the Tender Notice Deadline; and

(ii) in the case of Bonds in a Weekly Mode or the R-FLOATs Mode, upon delivery of an irrevocable written notice of tender or irrevocable telephonic notice of tender to the Remarketing Agent and the Tender Agent, promptly confirmed in writing to the Tender Agent, not later than the Tender Notice Deadline.

Such notices of tender shall state the CUSIP number, Bond number (if the Bonds are not registered in the name of the Securities Depository) and the principal amount of such Bond and that such Bond shall be purchased on the Purchase Date specified above. Payment of the Purchase Price shall be made pursuant to this Section 4.06 only if the Bond so delivered to the Tender Agent conforms in all respects to the description thereof in the notice described in this Section 4.06. A Holder who gives the notice of tender as set forth above may repurchase the Bonds so tendered on such Purchase Dates if the Remarketing Agent agrees to sell the Bonds so tendered to such Holder. If such Holder decides to repurchase such Bonds and the Remarketing Agent agrees to sell the specified Bonds to such Holder, the delivery requirements set forth in Section 4.12(d) shall be waived. The Tender Agent may assume that a Bond is an Eligible Bond unless it has actual knowledge to the contrary.

Section 4.07 Mandatory Purchase at End of Unit Pricing Rate Periods; Mandatory Tender while Bonds bear interest at a Bank Index Interest Rate or a Bank Term Rate. (a) Each Bond in the Unit Pricing Mode is subject to mandatory purchase on the Purchase Date for the current Interest Period at the Purchase Price. No notice of such mandatory purchase shall be given to the Holders.

(b) Each Bond in the Bank Index Interest Rate Mode and the Bank Term Rate Mode is subject to mandatory purchase on (i) each Bank Purchase Date and (ii) with respect to Bonds bearing interest at a Bank Index Interest Rate or a Bank Term Rate and each Unremarketed Bond, following the occurrence of an Event of Default and written direction from the Majority Holder to the Trustee to call the Bonds for mandatory purchase, the third Business Day after the Trustee receives such notice.

Section 4.08 Mandatory Purchase on Mode Change Date or Election to Set a Special R-FLOATs Rate Period.

(a) Bonds to be changed from one Mode to another Mode (other than a change to the Fixed Rate Mode, which Bonds are subject to mandatory purchase pursuant to subsection (b) of this Section 4.08) or Bonds in a R-FLOATS Mode which are to be changed to a Special R-FLOATS Rate Period of greater than 35 days at the election of the Authority are subject to mandatory purchase on the Mode Change Date or the effective date of the Special R-FLOATS Rate Period at the Purchase Price as provided in this subsection (a). The Tender Agent shall give notice of such mandatory purchase by Electronic Means to the Credit Provider upon receipt of notice of such mandatory purchase and to the Holders of the Bonds subject to mandatory purchase no less than 4 Business Days prior to the Mode Change Date. The notice shall state the Mode Change Date, the Purchase Price and that interest on Bonds subject to mandatory purchase shall cease to accrue for the benefit of the current Beneficial Owner from and after the Mode Change Date. The failure to give such notice with respect to any Bond shall not affect the validity of the mandatory purchase of any other Bond with respect to which notice was so mailed. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Holder.

(b) Bonds to be changed to the Fixed Rate Mode are subject to mandatory purchase on the Mode Change Date at the Purchase Price (subject to Section 2.11). The Tender Agent shall give notice of such mandatory purchase as part of the notice of change of Mode to be sent to the Holders pursuant to Section 2.13(b)(ii). The failure to give such notice with respect to any Bond shall not affect the validity of the mandatory purchase of any other Bond with respect to which notice was so mailed. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Holder.

Section 4.09 Mandatory Purchase at End of Interest Period for Term Rate Mode.

Bonds in the Term Rate Mode are subject to mandatory purchase on the Purchase Date for the current Interest Period at the Purchase Price. The Tender Agent shall give notice of such mandatory purchase by mail to the Holders of the Bonds subject to mandatory purchase with a copy to the Credit Provider no less than 30 days prior to the Mandatory Purchase Date. The notice shall state the Mandatory Purchase Date, the Purchase Price and that interest on Bonds subject to mandatory purchase shall cease to accrue from and after the Mandatory Purchase Date. The Tender Agent may assume that a Bond is an Eligible Bond unless it has actual knowledge that such Bond is not an Eligible Bond. The failure to mail such notice with respect to any Bond shall not affect the validity of the mandatory purchase of any other Bond with respect to which notice was so mailed. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Holder.

Section 4.10 Mandatory Purchase on Expiration Date, Substitute Credit Facility Date and Termination Date.

(a) On each Substitute Credit Facility Date, and on the second Business Day preceding each Expiration Date, the Eligible Bonds shall be subject to mandatory purchase on such date at the Purchase Price; provided, however, that the Bonds shall not be subject to Mandatory Purchase on the Substitute Credit Facility Date or the second Business Day preceding each Expiration Date if on or prior to the 15th day prior to such Expiration Date or Substitute Credit Facility Date, (i) the City has furnished to the Trustee an agreement to extend the Credit Facility or (ii), with respect to each Substitute Credit Facility Date, the Trustee, the Remarketing Agent and the Holders receive written confirmation from each Rating Agency to the effect that immediately following such Substitute Credit Facility Date there will be no

withdrawal or reduction of the long-term and short-term rating then in effect with respect to such Bonds. The Trustee shall give notice of any such substitution or expiration by mail to the Holders with a copy to the Remarketing Agent and the Credit Provider no less than 10 days prior to such substitution or expiration, and, if applicable, shall include with such notice copy of the written confirmation from each Rating Agency described in the foregoing sentence. In the case of a substitution, such notice shall also specify the name of the provider of the proposed Substitute Credit Facility and the terms thereof. The Tender Agent shall give notice of such mandatory purchase by mail to the Holders of the Bonds subject to mandatory purchase no less than 10 days prior to such Mandatory Purchase Date. The notice shall state the Mandatory Purchase Date, the Purchase Price and that interest on Bonds subject to mandatory purchase shall cease to accrue from and after the Mandatory Purchase Date. Such notice shall also specify the name of the provider of the proposed Substitute Credit Facility and the terms thereof. The failure to mail such notice with respect to any Bond shall not affect the validity of the mandatory purchase of any other Bond with respect to which notice was so mailed. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Holder.

(b) On each Termination Date, the Eligible Bonds shall be subject to mandatory purchase on such date at the principal amount thereof, plus accrued interest, if any, with respect thereto to the Termination Date. The Tender Agent shall give notice of such mandatory purchase by mail to the Holders of the Bonds as soon as practicable after receipt of notice of termination from the Credit Provider. The notice shall state the Mandatory Purchase Date, the Purchase Price and that interest on Bonds subject to mandatory purchase shall cease to accrue from and after the Mandatory Purchase Date. Such notice shall also specify the name of the provider of the proposed Substitute Credit Facility and the terms thereof. The failure to mail such notice with respect to any Bond shall not affect the validity of the mandatory purchase of any other Bond with respect to which notice was so mailed. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Holder.

Section 4.11 Remarketing of Bonds; Notices.

(a) *Remarketing of Bonds.* The Remarketing Agent shall use its best efforts to offer for sale:

(i) all Bonds or portions thereof as to which notice of tender has been given pursuant to Section 4.06;

(ii) all Bonds required to be purchased pursuant to Sections 4.07, 4.08, 4.09 and 4.10;

(iii) Bonds bearing interest at the Bank Index Interest Rate or Bank Term Rate on each Bank Purchase Date and any Unremarketed Bonds; and

(iv) all Credit Facility Bonds.

(b) *Notice of Remarketing; Registration Instructions; New Bonds.* On each Purchase Date or Mandatory Purchase Date, as the case may be:

(i) unless the Remarketing Agent has notified the Tender Agent and the Trustee otherwise, the Remarketing Agent shall notify the Tender Agent, the Credit Provider, the Majority Holder and the Trustee by Electronic Means not later than 11:00 a.m., or with respect to the Bonds in a R-FLOATS Mode not later than 2:00 p.m., New York City time of the amount of tendered Bonds which were successfully remarketed, the names of the tendering Holders and the registration instructions (i.e., the names, addresses and taxpayer identification numbers of the purchasers and the denominations then authorized pursuant to Section 2.02) with respect thereto (the Remarketing Agent may rescind or revise any such notice previously given up until the deadline for such notice); and

(ii) the Trustee shall execute new Bonds for the respective purchasers thereof which shall be available for pick up by the Remarketing Agent pursuant to Section 4.12(e).

(c) *Transfer of Funds; Draw on Credit Facility.* On each Purchase Date or Mandatory Purchase Date, as the case may be:

(i) the Remarketing Agent shall give notice to the Tender Agent, the Trustee and the Credit Provider of receipt of the Purchase Price of remarketed Bonds by 11:00 a.m. New York City time and if the Remarketing Agent has received less than the amount equal to the Purchase Price of all Bonds tendered or deemed tendered for purchase, the amount of such deficiency;

(ii) the Remarketing Agent shall cause to be paid to the Tender Agent the Purchase Price of the remarketed Bonds by 11:30 a.m. New York City time;

(iii) except with respect to the Bonds in the R-FLOATs Mode, the Tender Agent shall give notice to the Trustee, the City and to the Credit Provider with respect to the Bonds subject to purchase (or the Tender Agent shall instruct the Trustee to give notice and the Trustee shall give notice) in accordance with the terms of the Credit Facility by 11:15 a.m., or with respect to the Bonds in a Daily Mode by 11:15 a.m., New York City time (and promptly thereafter, the Tender Agent shall so notify the Securities Depository) of the amount equal to the Purchase Price of all Bonds tendered or deemed tendered less the aggregate amount of remarketing proceeds on hand; and

(iv) except with respect to the Bonds in the R-FLOATs Mode, the Tender Agent (or the Trustee if the Trustee is the beneficiary under the Credit Facility) shall draw on the Credit Facility in accordance with the terms thereof so as to receive thereunder by 2:00 p.m. New York City time on such date an amount, in immediately available funds, sufficient, together with the proceeds of the remarketing of Bonds on such date, to enable the Tender Agent to pay the Purchase Price in connection therewith.

Section 4.12 General Provisions Relating to Tenders.

(a) Purchase Fund. The Tender Agent shall establish and maintain a special fund designated as the "Purchase Fund," and within such fund two separate accounts designated, respectively, as the "Credit Facility Deposit Account" and the "Remarketing Proceeds Account."

The money in the Purchase Fund shall be held in trust and applied solely as provided in this Section.

The Tender Agent shall deposit all moneys delivered to it hereunder for the purchase of Bonds into the Remarketing Proceeds Account and shall hold all such moneys in trust for the exclusive benefit of the Person that shall have so delivered such moneys until the Bonds purchased with such moneys shall have been delivered to it for the account of such Person and, thereafter, for the benefit of the Holders tendering such Bonds.

The Tender Agent shall deposit all moneys delivered to it hereunder from a payment by or on behalf of the Credit Provider for the purchase of Bonds into the Credit Facility Deposit Account and shall hold all such moneys in trust for the exclusive benefit of the Credit Provider until the Bonds purchased with such moneys shall have been delivered to or for the account of the Credit Provider and, after such delivery, the Tender Agent shall hold such funds exclusively for the benefit of the Holders tendering such Bonds.

Moneys in the Credit Facility Deposit Account and the Remarketing Proceeds Account shall not be commingled with other funds held by the Tender Agent and shall remain uninvested. Neither the Authority nor the City shall have any right, title or interest in or to any moneys held in the Purchase Fund.

(b) Payment of Purchase Price. At or before close of business New York City time on the Purchase Date or Mandatory Purchase Date and upon receipt by the Tender Agent of the aggregate Purchase Price of the tendered Bonds, the Tender Agent shall pay the Purchase Price of such Bonds to the Holders by bank wire transfer in immediately available funds. The Tender Agent shall pay the Purchase Price from the following accounts and in the following order of priority: (1) the Remarketing Proceeds Account to the extent funds are available therein and (2) in the case of Eligible Bonds, the Credit Facility Deposit Account. The Tender Agent may assume that a Bond is an Eligible Bond unless it has actual knowledge to the contrary. If at close of business New York City time on any Purchase Date or Mandatory Purchase Date of Bonds any balance remains in the Credit Facility Deposit Account in excess of any unsatisfied purchase obligation, such excess shall be promptly returned to the Credit Provider.

(c) Inadequate Funds for Tenders. (i) If the funds available for purchases of Eligible Bonds pursuant to this Article IV are inadequate for the purchase of all Bonds tendered on any Purchase Date or Mandatory Purchase Date, no purchase shall be consummated and the Tender Agent shall, after any applicable grace period (1) return all tendered Bonds to the Holders thereof, (2) return all moneys deposited in the Remarketing Proceeds Account to the Remarketing Agent for return to the Persons providing such moneys and (3) return all moneys deposited in the Credit Facility Deposit Account to the Credit Provider.

(ii) In the event that funds are not available to pay the Purchase Price of the Bonds bearing interest at a Bank Index Interest Rate or Bank Term Rate subject to Mandatory Purchase Date on a Bank Purchase Date, the Bonds shall be redeemed in accordance with Section 4.01(g) hereof.

(d) Delivery of Bonds by Tendering Bondholders; Undelivered Bonds Deemed Purchased. All Bonds to be purchased on any date shall be required to be delivered to the principal corporate office of the Tender Agent at or before 12:00 Noon New York City time on such Purchase Date or Mandatory Purchase Date. If the Holder of any Bond (or portion thereof) that is subject to purchase pursuant to this Article IV fails to deliver such Bond to the Tender Agent for purchase on the Purchase Date or Mandatory Purchase Date, and if the Tender Agent is in receipt of the Purchase Price therefor, such Bond (or portion thereof) shall nevertheless be deemed purchased on the day fixed for purchase thereof and ownership of such Bond (or portion thereof) shall be transferred to the purchaser thereof as provided in subsection (e) below. Any Holder who fails to deliver such Bond for purchase shall have no further rights thereunder except the right to receive the Purchase Price thereof upon presentation and surrender of said Bond to the Tender Agent. The Tender Agent shall, as to any tendered Bonds that have not been delivered to it: (1) promptly notify the Remarketing Agent of such nondelivery; and (2) instruct the Trustee to place a stop transfer against an appropriate amount of Bonds registered in the name of such Holder(s) on the bond registration books. The Trustee shall place such stop(s) commencing with the lowest serial number Bond registered in the name of such Holder(s) until stop transfers have been placed against an appropriate amount of Bonds until the appropriate tendered Bonds are delivered to the Tender Agent who shall deliver such Bonds to the Trustee. Upon such delivery, the Trustee shall make any necessary adjustments to the bond registration books.

(e) Delivery of Bonds. On the Purchase Date or Mandatory Purchase Date, the Tender Agent shall direct the Trustee to execute and deliver all Bonds purchased on any Purchase Date or Mandatory Purchase Date as follows: (1) Bonds purchased and remarketed by the Remarketing Agent shall be registered and made available to the Remarketing Agent by 2:30 p.m. New York City time in accordance with the instructions of the Remarketing Agent; and (2) Bonds purchased with amounts paid by or on behalf of the Credit Provider shall be registered and made available in the name of or as directed in writing by the Credit Provider on or before 2:30 p.m. New York City time and become Credit Facility Bonds. Notwithstanding the foregoing, the Tender Agent shall not deliver any such Bonds unless it has received notice from the Credit Provider that the amount available for the purchase of Bonds (prior to a change in Mode to a Fixed Rate) is at least equal to the aggregate amount of all Bonds then Outstanding (other than Credit Facility Bonds) plus an amount equal to (1) 34 days' interest on Bonds in a Daily Mode or a Weekly Mode, (2) 111 days' interest on Bonds in a R-FLOAT Mode or (3) 202 days' interest on Bonds in a Unit Pricing Mode (assuming an interest rate equal to 12% per annum).

(f) No Purchases or Sales After Payment Default. Anything in this Indenture to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default described in Section 7.01(a) and the Credit Provider has not paid such amount under the Credit Facility, or if the Trustee has received notice from the Credit Provider that an event of default under the Reimbursement Agreement has occurred and is continuing, then the Remarketing Agent shall not remarket any Bonds.

(g) No Remarketing to Affiliates. The Remarketing Agent shall not remarket any Bonds to the Authority, the City, or any affiliate or guarantor of the City.

(h) R-FLOATs Bonds During Non-Remarketing Period. The provisions of this Section 4.12 shall not apply to any Bonds in the R-FLOATs Mode during any Non-Remarketing Period.

Section 4.13 The Remarketing Agent. (a) Upon conversion of the Bonds to a Mode other than the Bank Index Interest Rate Mode or the Bank Term Rate Mode, a Remarketing Agent shall be appointed by the Authority and shall serve as such under the terms and provisions hereof. The Remarketing Agent and each successor Remarketing Agent appointed in accordance with this Indenture shall designate its principal office and signify its acceptance of the duties and obligations imposed upon it as described herein by a written instrument of acceptance delivered to the Authority, the Trustee, the Tender Agent and the City, under which the Remarketing Agent (subject to subsection (b) below) will agree particularly:

(i) to hold all moneys delivered to it hereunder for the purchase of Bonds for the exclusive benefit of the Person or Persons that shall have so delivered such moneys until the Bonds purchased with such moneys shall have been delivered to or for the account of such Person or Persons;

(ii) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the City, the Authority, the Trustee, the Tender Agent, the Majority Holder and the Credit Provider at all reasonable times;

(iii) to determine the Daily Rate, the Weekly Rate, the R-FLOATs Rate the Special R-FLOATs Rate Period, the Non-Remarketing Period, the Unit Pricing Rate, the Term Rate, the Indexed Rate, the Stepped Coupon Rate and the Fixed Rate and give notice of such rates in accordance with Article II hereof;

(iv) to use its best efforts to find purchasers for the Bonds tendered for purchase, any such sale to be made at the Purchase Price in accordance with the terms of this Indenture;

(v) to use its best efforts not to remarket Bonds to the City or any affiliate or guarantor of the City; and

(vi) to deliver to the Tender Agent all Bonds held by it in accordance with the terms of this Indenture and the Remarketing Agreement.

(b) One or more firms may serve as co-Remarketing Agent hereunder provided that each co-Remarketing Agent satisfies the requirements of Sections 4.13 and 4.14. If co-Remarketing Agents have been appointed and are performing the duties of Remarketing Agent hereunder, all references herein to the Remarketing Agent shall be deemed to refer to all the Remarketing Agents acting jointly; provided that the Remarketing Agreement may provide that one firm may perform certain specified duties hereunder in its sole capacity.

(c) If the Remarketing Agent shall resign, be removed, or be dissolved, or if the property or affairs of the Remarketing Agent shall be taken under control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other

reason, and the City shall not have appointed a successor as Remarketing Agent, the Tender Agent shall ipso facto be deemed to be such Remarketing Agent for all purposes of this Indenture until the appointment by the City of a successor Remarketing Agent; provided, however, that the Tender Agent, in its capacity as Remarketing Agent, shall not be required to sell Bonds or determine the interest rate on the Bonds hereunder if the Tender Agent should be prohibited by law from conducting such activities. The Authority will notify each Rating Agency then rating the Bonds of any successor Remarketing Agent or co-Remarketing Agent.

(d) The Remarketing Agent may in good faith hold the Bonds or any other form of indebtedness issued by the Authority or any security issued by the City; own, accept or negotiate any drafts, bills of exchange, acceptances or obligations thereof; and make disbursements therefor and enter into any commercial or business arrangement therewith; all without any liability on the part of the Remarketing Agent for any real or apparent conflict of interest by reason of any such actions.

(e) There shall be no Remarketing Agent while the Bonds are in the Bank Index Interest Rate Mode.

Section 4.14 Qualifications of Remarketing Agent.

(a) The Remarketing Agent shall be authorized by law to perform all the duties imposed upon it. The Remarketing Agent may at any time resign and be discharged of the duties and obligations described in this Indenture by giving at least 30 days' notice to the City, the Authority, the Credit Provider and the Trustee. Successor Remarketing Agents may be appointed from time to time by the Authority, subject to the approval of the City and the Credit Provider which approval shall not be unreasonably withheld. The Remarketing Agent may be removed upon 30 days' notice upon the written Request of the Authority and upon written notice to the Remarketing Agent, the City, the Trustee, the Tender Agent and the Credit Provider so long as a successor Remarketing Agent shall have assumed the duties thereof by the effective date of such removal.

(b) Notwithstanding any other provision to the contrary contained herein, any corporation or association into which the Remarketing Agent may be converted or merged, or with which it may be consolidated, or to which it may be consolidated, or to which it may sell or transfer its marketing business and assets as a whole or substantially as a whole, shall become successor Remarketing Agent hereunder and fully vested with all of the rights, powers, trusts, duties and obligations of Remarketing Agent hereunder, without the execution or filing of any instrument or any further act.

Section 4.15 The Tender Agent. (a) Upon conversion of the Bonds to a Mode other than the Bank Index Interest Rate Mode or Bank Term Rate Mode, a Tender Agent shall be appointed by the Authority and shall serve as such under the terms and provisions hereof. The Tender Agent shall designate its principal corporate office and signify its acceptance of the duties and obligations imposed upon it as described herein by a written instrument of acceptance delivered to the Authority, the Trustee and the City under which each Tender Agent will agree, particularly:

(i) to hold all Bonds delivered to it for purchase hereunder in trust for the exclusive benefit of the respective Holders that shall have so delivered such Bonds until moneys representing the Purchase Price of such Bonds shall have been delivered to or for the account of or to the order of such Holders;

(ii) to hold all moneys delivered to it hereunder for the purchase of Bonds in trust for the exclusive benefit of the Person that shall have so delivered such moneys until the Bonds purchased with such moneys shall have been delivered to it for the account of such Person and, thereafter, for the benefit of the Holders tendering such Bonds;

(iii) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the City, the Authority, the Trustee, the Remarketing Agent, the Majority Holder and the Credit Provider at all reasonable times; and

(iv) for any Bonds in the Unit Pricing Mode, the Tender Agent shall assign such CUSIP numbers to the Bonds on each Rate Determination Date as provided in Section 2.05.

(v) The Tender Agent is authorized and directed to execute the Credit Facility. The Tender Agent shall be entitled to the protections, indemnities, immunities and limitations from liability afforded the Trustee hereunder in the performance of its duties.

Section 4.16 Qualifications of Tender Agent.

(a) The Tender Agent and each successor Tender Agent shall be a commercial bank with trust powers or trust company duly organized under the laws of the United States of America or any state or territory thereof, and authorized by law to perform all duties imposed upon it hereunder. The Tender Agent shall have an office, affiliate office or agency in New York, New York. The Tender Agent may at any time resign and be discharged of its duties and obligations by giving at least 60 days' notice to the Authority, the Trustee, the Remarketing Agent, the Credit Provider, all Holders of Bonds then Outstanding and the City. Any Tender Agent may be removed at any time by the Authority upon Request of the City and notice to the Trustee, the Remarketing Agent, the Credit Provider, the Majority Holder and each Rating Agency then rating the Bonds. Any resignation or removal of the Tender Agent and appointment of a successor Tender Agent shall become effective upon acceptance of appointment by the successor Tender Agent. Successor Tender Agents may be appointed from time to time by the City if not objected to by the Authority, the Credit Provider or the Majority Holder. The Trustee shall provide notice of such successor Tender Agent to all Holders of the Bonds.

(b) Upon the resignation or removal of a Tender Agent, such Tender Agent shall deliver any Bonds, the Credit Facility (if the Tender Agent is the beneficiary under the Credit Facility) and moneys held by it in such capacity to its successor.

(c) Notwithstanding any other provision to the contrary contained herein, any corporation or association into which the Tender Agent may be converted or merged, or with

which it may be consolidated, or to which it may be consolidated, or to which it may sell or transfer its marketing business and assets as a whole or substantially as a whole, shall become successor Tender Agent hereunder and fully vested with all of the rights, powers, trusts, duties and obligations of Tender Agent hereunder, without the execution or filing of any instrument or any further act.

ARTICLE V

REVENUES; FUNDS AND ACCOUNTS; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.01 Pledge and Assignment.

(a) Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, all of the Revenues and any other amounts (including proceeds of the sale of Bonds) held in any fund or account established pursuant to this Indenture (other than the Purchase Fund, the Credit Facility Account in the Interest Fund, the Credit Facility Account in the Principal Fund and the Rebate Fund) are hereby pledged to secure the payment of the principal of and premium, if any, and interest on the Bonds, including any Credit Facility Bonds and Unremarketed Bonds, in accordance with their terms and the provisions of this Indenture and payment to the Credit Provider in accordance with the terms hereof. Said pledge shall constitute a lien on and security interest in such assets for the payment of the Bonds, and payment to the Credit Provider in accordance with the terms hereof, and shall attach, be perfected and be valid and binding from and after delivery by the Trustee of the Bonds, without any physical delivery thereof or further act. All Revenues and the other amounts specified herein shall be held in trust for the benefit of the Credit Provider and the Holders from time to time of the Bonds (including the Majority Holder), but shall nevertheless be disbursed, allocated and applied solely for the uses and purposes set forth in Article IV and this Article V.

(b) Amounts drawn under each Credit Facility, if any, provided with respect to the Bonds are hereby irrevocably pledged to the punctual payment of the principal and Purchase Price of and interest on such Bonds, and proceeds of any drawing on such Credit Facility shall not be used for any other purpose. Said pledge shall constitute an exclusive lien in favor of the Trustee for the benefit of the Holders of the Bonds on amounts drawn under such Credit Facility and any payments thereunder for the payment of the principal and Purchase Price of and interest on the Bonds in accordance with the terms thereof. Each Credit Facility, if any, provided with respect to the Bonds and any payments thereunder shall be held in trust for the benefit of the Holders from time to time of the Bonds of, but shall nevertheless be disbursed, allocated and applied solely for the uses and purposes set forth in Article IV and this Article V.

(c) The Authority hereby transfers in trust, grants a security interest in and assigns to the Trustee, for the benefit of the Holders from time to time of the Bonds, and to the Credit Provider to the extent of its interest therein, all of the Revenues and other assets pledged in subsection (a) of this Section and all of the right, title and interest of the Authority in the Sublease (except for (i) the right to receive any Additional Rental to the extent payable to the Authority under the Sublease, (ii) any rights of the Authority to indemnification and rights of

inspection and consent, and (iii) the obligation of the City to make deposits pursuant to the Tax Certificate). The Trustee shall be entitled to and shall collect and receive all of the Revenues, and any Revenues collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and shall forthwith be paid by the Authority to the Trustee. Subject to the provisions of Section 7.06 with respect to the control of remedial proceedings, the Trustee also shall be entitled to and shall take all steps, actions and proceedings reasonably necessary in its judgment to enforce, either jointly with the Authority or separately, all of the rights of the Authority that have been assigned to the Trustee and all of the obligations of the City under the Sublease other than for those items excepted in the parenthetical contained in the first sentence of this subsection. All Revenues deposited with the Trustee shall be held, disbursed, allocated and applied by the Trustee only as provided in this Indenture.

(d) If on the second Business Day prior to the day of any month in which a Base Rental Payment is required to be made, the Trustee has not received the full amount of such Base Rental Payment, the Trustee shall immediately notify the City, the Majority Holder and the Credit Provider of such insufficiency by Electronic Means and confirm such notification as soon as possible thereafter by written notice.

Section 5.02 Interest Fund.

(a) The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Interest Fund." Moneys in the Interest Fund shall be held, disbursed, allocated and applied by the Trustee only as provided in this Indenture.

(b) The Trustee shall deposit the following Revenues in the Interest Fund when and as such Revenues are received:

(i) the interest component of all 2013 Base Rental Payments, including the interest component of all cash prepayments of 2013 Base Rental Payments made pursuant to Section 5.01 of the Sublease;

(ii) all interest, profits and other income received from the investment of moneys in the Interest Fund; and

(iii) any other Revenues not required to be deposited in any other fund or account established pursuant to this Indenture.

(c) The Trustee shall establish in the Interest Fund a special account designated as the "Credit Facility Account." The Trustee shall deposit in the Credit Facility Account in the Interest Fund from time to time, upon receipt thereof, all amounts received from demands under a Credit Facility (other than such amounts to be applied to the principal of Bonds which shall be deposited in the Credit Facility Account in the Principal Fund or the Purchase Price of Bonds tendered or deemed tendered for purchase hereunder which shall be deposited in the Credit Facility Deposit Account pursuant to Section 4.12(a)) and shall apply such amounts to the payment when due of interest on the Bonds with respect to which such demand was made before using any other funds available in the Interest Fund for such purpose.

Except to the extent such moneys are required to be held for the payment of interest on the Bonds then due and payable or to reimburse the Credit Provider for draws on the Credit Facility to pay interest on the Bonds or to effect the defeasance of Bonds pursuant to Article X hereof, so long as no Event of Default exists hereunder, on the fifth day after each Interest Payment Date, the Trustee, unless otherwise instructed by the Authority, shall return to the Authority (free and clear of the pledge and lien of this Indenture) any moneys then on deposit in the Interest Fund or shall deposit such funds in the Rebate Fund if so instructed by the Authority; provided, however, that no payment shall be made to the Authority and such amounts shall be paid to the Credit Provider if and to the extent the City has any obligations to a Credit Provider which are then due and payable, as certified by the Credit Provider to the Trustee.

(d) All amounts in the Interest Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds or to reimburse the Credit Provider for draws on the Credit Facility to pay interest on the Bonds as the same becomes due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity pursuant to this Indenture).

(e) The Tender Agent (or the Trustee if the Trustee is the beneficiary under the Credit Facility) shall draw on the Credit Facility in accordance with the terms thereof so as to receive thereunder, in immediately available funds, an amount sufficient to pay interest on the Bonds due on such date.

Section 5.03 Principal Fund.

(a) The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Principal Fund." Moneys in the Principal Fund shall be held, disbursed, allocated and applied by the Trustee only as provided in this Indenture.

(b) The Trustee shall deposit the following Revenues in the Principal Fund when and as such Revenues are received:

(i) the principal component of all 2013 Base Rental Payments, but excluding the principal component of all cash prepayments of 2013 Base Rental Payments made pursuant to Section 5.01 of the Sublease, which shall be deposited in the Redemption Fund; and

(ii) all interest, profits and other income received from the investment of moneys in the Principal Fund.

(c) The Trustee shall establish in the Principal Fund a special account designated as the "Credit Facility Account." The Trustee shall deposit in the Credit Facility Account in the Principal Fund from time to time, upon receipt thereof, all amounts received from demands under a Credit Facility (other than such amounts to be applied to the interest on Bonds which shall be deposited in the Credit Facility Account in the Interest Fund or the Purchase Price of Bonds tendered or deemed tendered for purchase hereunder which shall be deposited in the Credit Facility Deposit Account pursuant to Section 4.12(a)) and shall apply such amounts to the payment when due of principal on the Bonds with respect to which such demand was made before using any other funds available in the Principal Fund for such purpose.

Except to the extent such moneys are required to be held for the payment of the principal or Redemption Price of the Bonds then due and payable or to reimburse the Credit Provider for draws on the Credit Facility to pay principal or the Redemption Price of the Bonds, or to effect the defeasance of Bonds pursuant to Article X hereof, so long as no Event of Default exists hereunder, on the fifth day after each Principal Payment Date, the Trustee, unless otherwise instructed by the Authority, shall return to the Authority (free and clear of the pledge and lien of this Indenture) any moneys then on deposit in the Principal Fund or shall deposit such funds in the Rebate Fund if so instructed by the Authority; provided, however, that no payment shall be made to the Authority and such amounts shall be paid to the Credit Provider if and to the extent the City has any obligations to a Credit Provider which are then due and payable, as certified by the Credit Provider to the Trustee.

(d) All amounts in the Principal Fund shall be used and withdrawn by the Trustee solely to redeem the Bonds, or pay the Bonds at maturity, or to reimburse the Credit Provider for draws on the Credit Facility to pay principal or the Redemption Price of the Bonds, as provided herein.

(e) The Tender Agent (or the Trustee if the Trustee is the beneficiary under the Credit Facility) shall draw on the Credit Facility in accordance with the terms thereof so as to receive thereunder, in immediately available funds, an amount sufficient to pay principal on the Bonds due on such date.

On each Mandatory Sinking Account Payment date, the Trustee shall apply the Mandatory Sinking Account Payment required on that date to the redemption (or payment at maturity, as the case may be) of Bonds or to reimburse the Credit Provider, in the amounts and upon the notice and in the manner provided in Article IV; provided that, at any time prior to giving such notice of such redemption, the Trustee shall, upon direction of the City, apply such moneys to the purchase of Bonds at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Fund) as the City may direct, except that the purchase price (excluding accrued interest) shall not exceed the par amount of such Bonds. If, during the twelve month period immediately preceding said Mandatory Sinking Account Payment date, the Trustee has purchased Bonds with moneys in the Principal Fund, or, during said period and prior to giving said notice of redemption, the City has deposited Bonds with the Trustee, or Bonds were at any time purchased or redeemed by the Trustee from the Redemption Fund and allocable to said Mandatory Sinking Account Payment, such Bonds so purchased or deposited or redeemed shall be applied, to the extent of the full principal amount thereof, to reduce said Mandatory Sinking Account Payment. All Bonds purchased or deposited pursuant to this subsection shall be cancelled and destroyed by the Trustee to or upon the Order of the City. All Bonds purchased from the Principal Fund or deposited by the City with the Trustee shall be allocated first to the next succeeding Mandatory Sinking Account Payment, then to the remaining Mandatory Sinking Account Payments as selected by the City.

Section 5.04 Redemption Fund.

(a) The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Redemption Fund." The Trustee shall establish, maintain and hold in trust

within the Redemption Fund a separate Optional Redemption Account and a separate Special Redemption Account.

(b) The Trustee shall deposit the following Revenues in the Optional Redemption Account when and as such Revenues are received:

(i) except as provided in subsection (c) of this Section, the principal component of all cash prepayments of 2013 Base Rental Payments made pursuant to Section 5.01 of the Sublease; and

(ii) all interest, profits and other income received from the investment of moneys in the Optional Redemption Account.

(c) The Trustee shall deposit the following Revenues in the Special Redemption Account when and as such Revenues are received:

(i) the principal component of all cash prepayments of 2013 Base Rental Payments made pursuant to Section 5.05 of the Sublease which are specified in a Certificate of the City to have been derived from insurance or condemnation proceeds received with respect to the Leased Property; and

(ii) all interest, profits and other income received from the investment of moneys in the Special Redemption Account.

(d) All amounts deposited in the Optional Redemption Account and in the Special Redemption Account shall be used and withdrawn by the Trustee solely for the purpose of redeeming Bonds or to reimburse the Credit Provider, in the manner and upon the terms and conditions specified in Article IV, at the next succeeding date of redemption for which notice has not been given and at the Redemption Prices then applicable to redemptions from the Optional Redemption Account and the Special Redemption Account, respectively. All Bonds redeemed from the Redemption Fund shall be allocated to the applicable Mandatory Sinking Account Payments as directed by the City pursuant to Section 4.01(f) hereof.

Section 5.05 Investment of Moneys. All moneys in any of the funds and accounts established pursuant to this Indenture shall be invested by the Trustee (other than amounts deposited in the Purchase Fund or the Credit Facility Account of the Interest Fund and the Principal Fund which proceeds shall remain uninvested), upon the written direction of the City given at least two days prior to the investment date, solely in Investment Securities. Investment Securities shall be purchased at such prices as the City may direct. All directions of the City to invest in Investment Securities shall be made subject to the limitations set forth in Section 6.06, the limitations as to maturities hereinafter in this Section set forth and such additional limitations or requirements consistent with the foregoing as may be established by Request of the City. No Request of the City shall impose any duty on the Trustee inconsistent with its fiduciary responsibilities. In the absence of directions from the City, the Trustee shall invest in Investment Securities specified in subsection (12) of the definition thereof in Section 1.01.

Moneys in all funds and accounts other than the Bond Reserve Fund shall be invested in Investment Securities maturing not later than the date on which it is estimated that such moneys

will be required for the purposes specified in this Indenture. Investment Securities purchased under a repurchase agreement may be deemed to mature on the date or dates on which the Trustee may deliver such Investment Securities for repurchase under such agreement. Moneys in the Bond Reserve Fund may be invested in Investment Securities maturing not later than twenty (20) years following the date of investment.

All interest, profits and other income received from the investment of moneys in any fund or account established pursuant to this Indenture shall be deposited when received in such fund or account. Notwithstanding anything to the contrary contained in this paragraph, an amount of interest received with respect to any Investment Security equal to the amount of accrued interest, if any, paid as part of the purchase price of such Investment Security shall be credited to the fund or account for the credit of which such Investment Security was acquired.

Moneys held in the Redemption Fund for the redemption of Bonds shall be held in cash or invested solely in Investment Securities specified in subsection (1) of the definition thereof in Section 1.01, maturing in such amounts and at such times as are required for such redemption. If the City causes moneys to be deposited with the Trustee as a prepayment of Base Rental Payments under the Sublease, until such moneys are paid to Holders, such moneys shall be invested solely in Investment Securities specified in subsection (1) of the definition thereof.

Investment Securities acquired as an investment of moneys in any fund or account established under this Indenture shall be credited to such fund or account. For the purpose of determining the amount in any fund or account, all Investment Securities credited to such fund or account shall be valued by the Trustee at the market value thereof (without regard to costs incurred in the acquisition or disposition thereof, including breakage, unwind or other similar fees), such valuation to be performed not less frequently than semiannually on, or before each May 15 and November 15. To the extent of any valuations to be made by the Trustee hereunder, the Trustee may utilize computerized securities pricing services that may be available to it, including those available through its regular accounting system.

The Trustee may commingle any of the funds or accounts established pursuant to this Indenture (other than the Rebate Fund, Credit Facility Account of the Interest Fund and the Principal Fund and the Purchase Fund) into a separate fund or funds for investment purposes only, provided that all funds or accounts held by the Trustee hereunder shall be accounted for separately as required by this Indenture. The Trustee may act as principal or agent in the making or disposing of any investment. The Trustee may sell at the best price obtainable, or present for redemption, any Investment Securities so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Investment Security is credited, and, subject to the provisions of Section 8.03, the Trustee shall not be liable or responsible for any loss resulting from any investment made in accordance with provisions of this Section 5.05. Any Investment Securities that are registrable securities shall be registered in the name of the Trustee.

The Trustee is hereby authorized, in making or disposing of any investment permitted by this Section, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or dealing as principal for its own account.

Section 5.06 Rebate Fund.

(a) The Trustee shall establish, maintain and hold in trust a separate fund designated as the Rebate Fund. Within the Rebate Fund, the Trustee shall maintain such accounts as shall be specified in writing by the City in order to comply with the Tax Certificate. Subject to the transfer provisions provided in paragraph (e) below, all money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Amount (as defined in the Tax Certificate), for payment to the federal government of the United States of America. The Authority, the City and the Holder of any Bonds shall have no rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section, by Section 6.06 and by the Tax Certificate (which is incorporated herein by reference). The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the City including the City's supplying all necessary information in the manner provided in the Tax Certificate, and shall have no liability or responsibility to enforce compliance by the City or the Authority with the terms of the Tax Certificate.

(b) Upon the City's written direction, an amount shall be deposited to the Rebate Fund by the Trustee from deposits by the City, if and to the extent required, so that the balance in the Rebate Fund shall equal the Rebate Amount. Computations of the Rebate Amount shall be furnished by or on behalf of the City in accordance with the Tax Certificate.

(c) The Trustee shall have no obligation to rebate any amounts required to be rebated pursuant to this Section, other than from moneys held in the Rebate Fund or provided to it by the City.

(d) At the written direction of the City, the Trustee shall invest all amounts held in the Rebate Fund in Investment Securities, subject to the restrictions set forth in the Tax Certificate. The Trustee shall not be liable for any consequences arising from such investment. Money shall not be transferred from the Rebate Fund except as provided in subsection (e) below.

(e) Upon receipt of the City's written directions, the Trustee shall remit part or all of the balances in the Rebate Fund to the United States of America, as so directed. In addition, if the City so directs, the Trustee will deposit money into or transfer money out of the Rebate Fund from or into such accounts or funds as directed by the City's written directions. Any funds remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor satisfactory to the Trustee, and payment of any amount then owed to the Trustee, shall be withdrawn and remitted to the City.

(f) Notwithstanding any other provision of this Indenture, including in particular Article X, the obligation to remit the Rebate Amounts to the United States of America and to comply with all other requirements of this Section, Section 6.06 and the Tax Certificate shall survive the defeasance or payment in full of the Bonds.

ARTICLE VI

PARTICULAR COVENANTS

Section 6.01 Punctual Payment. The Authority shall punctually cause to be paid the principal of, Redemption Price, if any, and interest on the Bonds, in strict conformity with the terms of the Bonds and of this Indenture (and of the Continuing Covenant Agreement as applicable), according to the true intent and meaning thereof, but only out of Revenues and other assets pledged for such payment as provided in this Indenture.

Section 6.02 Extension of Payment of Bonds. The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase or funding of such Bonds or claims for interest or by any other arrangement and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon that shall not have been so extended. Nothing in this Section shall be deemed to limit the right of the Authority to issue bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of the Bonds.

Section 6.03 Against Encumbrances. The Authority shall not create, or permit the creation of, any pledge, lien, charge or other encumbrance upon the Revenues and other assets pledged or assigned under this Indenture while any of the Bonds are Outstanding, except the pledge and assignment created by this Indenture. Subject to this limitation, the Authority expressly reserves the right to enter into one or more other indentures for any of its corporate purposes, and reserves the right to issue other obligations for such purposes.

Section 6.04 Power to Issue Bonds and Make Pledge and Assignment. The Authority is duly authorized pursuant to law to issue the Bonds and to enter into this Indenture and to pledge and assign the Revenues and other assets purported to be pledged and assigned, respectively, under this Indenture in the manner and to the extent provided in this Indenture. The Bonds and the provisions of this Indenture are and will be the legal, valid and binding special obligations of the Authority in accordance with their terms, and the Authority and Trustee shall at all times, to the extent permitted by law, defend, preserve and protect said pledge and assignment of Revenues and other assets and all the rights of the Bondholders and the Credit Provider under this Indenture against all claims and demands of all persons whomsoever.

Section 6.05 Accounting Records and Financial Statements.

(a) The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with the Trustee's accounting practices for books of record and account relating to similar trust accounts, in which complete and accurate entries shall be made of all transactions relating to the proceeds of Bonds, the Revenues, the Sublease and all funds and accounts established pursuant to this Indenture. Such books of record and account shall be available for inspection by the Authority, the City, the Credit Provider, the Majority

Holder, the Remarketing Agent and any Bondholder, or his agent or representative duly authorized in writing, at reasonable hours and under reasonable circumstances.

(b) The Trustee shall file and furnish on or before the 15th day of each month to the Authority, the City, the Credit Provider, the Remarketing Agent and the Majority Holder a statement covering receipts, disbursements, allocation and application of Revenues and any other moneys in any of the funds and accounts established pursuant to this Indenture for the preceding month; provided, that the Trustee shall not be required to deliver an accounting for any fund or account that (1) has a balance of \$0.00 and (2) has not had any activity since the last reporting date.

Section 6.06 Tax Covenants. The Authority shall at all times do and perform all acts and things permitted by law and this Indenture that are necessary or desirable in order to assure that interest paid on the Series 2013A Bonds will be excluded from gross income for purposes of federal income taxes and shall take no action that would result in such interest not being excluded from gross income for federal income taxes. Without limiting the generality of the foregoing, the Authority agrees to comply with the provisions of the Tax Certificate.

Section 6.07 Enforcement and Amendment of Sublease.

(a) The Trustee shall promptly collect all amounts due from the City pursuant to the Sublease, shall perform all duties imposed upon it pursuant to the Sublease and shall diligently enforce, and take all steps, actions and proceedings reasonably necessary for the enforcement of all of the rights of the Authority assigned to it hereunder and all of the obligations of the City relating thereto.

(b) The Authority may not amend, modify or terminate any of the terms of the Sublease, or consent to any such amendment, modification or termination, except as set forth in the Sublease.

Section 6.08 Waiver of Laws. The Authority shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in this Indenture or in the Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the Authority to the extent permitted by law.

Section 6.09 Further Assurances. The Authority will make, execute and deliver any and all such further indentures, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Holders of the Bonds and the Credit Provider of the rights and benefits provided in this Indenture.

Section 6.10 Continuing Disclosure. The City covenants to comply with and carry out all of the provisions of a disclosure agreement with respect to the Bonds, if required by the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission (as amended from time to time, the "Rule"), that complies with the provisions of the Rule and is in form and substance satisfactory to the Participating Underwriters (as defined in the Rule). Notwithstanding any other provision of this Indenture, failure of the City to enter into and

comply with such a disclosure agreement shall not be considered an Event of Default; however, any Bondholder or beneficial owner may and the Trustee, at the written request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount of Outstanding Bonds, shall, but only to the extent it has been indemnified to its satisfaction from any loss, liability or expense, including without limitation, fees and expenses of its attorneys and advisors and additional fees and expenses of the Trustee, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 6.11 Compliance with Lease and Sublease. The Authority and the City have covenanted in the Lease and Sublease to faithfully comply with, keep, observe and perform all the agreements, conditions, covenants and terms contained in the Lease and Sublease required to be complied with, kept, observed and performed by them and, together with the Trustee, will enforce the Lease and Sublease against the other party thereto in accordance with their respective terms.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES OF BONDHOLDERS

Section 7.01 Events of Default. Any one or more of the following events shall be Events of Default:

- (a) default in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable;
- (b) default in the due and punctual payment of interest on any Bond when and as the same shall become due and payable;
- (c) default by the Authority in the observance of any of the other covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, if such default shall have continued for a period of 30 days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the Authority by the Trustee, or to the Authority and the Trustee by the Credit Provider, or the Holders of not less than 25% in aggregate principal amount of the Bonds at the time Outstanding; provided, however, that if such default can be remedied but not within such 30 day period and if the Authority has taken all action reasonably possible to remedy such default within such 30 day period, such default shall not become an Event of Default for so long as the City shall diligently proceed to remedy the same in accordance with and subject to any directions or limitations of time reasonably established by the Trustee;
- (d) a Sublease Default Event; or
- (e) an "Event of Default" under a Continuing Covenant Agreement.

Section 7.02 Action on Default. In each and every case during the continuance of an Event of Default, the Trustee or the Holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding shall be entitled, upon notice in writing to the

Authority, the City and the Trustee, with the consent of the Credit Provider or the Majority Holder, as applicable, and the Trustee shall, upon the written direction of the Credit Provider or the Majority Holder, as applicable, exercise any of the remedies granted to the City under the Lease or to the Authority under the Sublease, and in addition, to take whatever action at law or in equity may appear necessary or desirable to protect and enforce any of the rights vested in the Trustee or such Holders by this Indenture or by such Bonds, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement or for the enforcement of any other legal or equitable right, including any one or more of the remedies set forth in Section 7.03(a), (b) or (c) hereof. The Credit Provider or the Majority Holder, as applicable, shall have the right to direct all remedial proceedings hereunder.

Section 7.03 Other Remedies of the Trustee. The Trustee shall have the right--

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the Authority or any member, officer or employee thereof, and to compel the Authority or any such member, officer or employee to perform or carry out its or his or her duties under law and the agreements and covenants required to be performed by it or him or her contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Trustee; or

(c) by suit in equity upon the happening of any default hereunder to require the Authority to account as the trustee of an express trust.

Section 7.04 Application of Revenues and Other Funds After Default. If an Event of Default shall occur and be continuing, all Revenues and any other funds then held or thereafter received by the Trustee under any of the provisions of this Indenture (subject to the requirements of Section 11.10 relating to the use of moneys held for particular Bonds) shall be applied by the Trustee as follows and in the following order:

(a) To the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Holders of the Bonds and payment of reasonable charges and expenses of the Trustee (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under this Indenture;

(b) To the payment of the principal and interest then due on the Bonds, ratably without preference or priority of any kind, according to the amounts first due and payable; and

(c) To the payment of all amounts due any Credit Provider and the Purchaser under the Sublease, the Credit Facility and the Continuing Covenant Agreement.

Section 7.05 Trustee to Represent Bondholders. The Trustee is hereby irrevocably appointed (and the successive respective Holders of the Bonds, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney in fact of the Holders of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to such Holders under the provisions of the Bonds, this Indenture, the Sublease, the Act and applicable provisions of any other law.

Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Bondholders, the Trustee in its discretion may, and upon the written request of the Credit Provider, or the Majority Holder, as applicable, or the Holders of not less than 25% in aggregate principal amount of the Bonds then Outstanding and with the consent of the Credit Provider or the Majority Holder, as applicable, shall, upon being indemnified to its satisfaction therefor, proceed to protect or enforce its rights or the rights of such Holders, the Credit Provider or the Majority Holder, as applicable by such appropriate action, suit, mandamus or other proceedings as it shall deem most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee, in the Credit Provider, the Majority Holder or in such Holders under the Bonds, this Indenture, the Sublease, the Act or any other law; and upon instituting such proceeding, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the Revenues and other assets pledged under this Indenture, pending such proceedings. All rights of action under this Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of all the Holders of such Bonds, the Majority Holder or the Credit Provider, as applicable, subject to the provisions of this Indenture.

Section 7.06 Bondholders' Direction of Proceedings. Anything in this Indenture to the contrary notwithstanding, the Holders of a majority in aggregate principal amount of the Bonds then Outstanding, but with the consent of the Credit Provider or the Majority Holder, as applicable shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, and upon indemnifying the Trustee to its satisfaction, to direct the method of conducting all remedial proceedings taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture, and that the Trustee shall have the right to decline to follow any such direction that in the opinion of the Trustee would be unjustly prejudicial to Bondholders not parties to such direction.

Section 7.07 Limitation on Bondholders' Right to Sue. No Holder of any Bond shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture, the Sublease or any other applicable law with respect to such Bond, unless (a) such Holder shall have given to the Trustee written notice of the occurrence of an Event of Default; (b) the Holders of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (c) such Holder or said Holders shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Holder of Bonds of any

remedy hereunder or under law; it being understood and intended that no one or more Holders of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Holders of Bonds, or to enforce any right under this Indenture, the Sublease or other applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Holders of the Outstanding Bonds, subject to the provisions of this Indenture.

Section 7.08 Absolute Obligation of Authority. Nothing in Section 7.07 or in any other provision of this Indenture, or in the Bonds, contained shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Holders of the Bonds at their respective dates of maturity, or upon call for redemption, as herein provided, but only out of the Revenues and other assets herein pledged therefor, or affect or impair the right of such Holders, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

Section 7.09 Termination of Proceedings. In case any proceedings taken by the Trustee, the Credit Provider or any one or more Bondholders on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee, the Credit Provider or the Bondholders, then in every such case the Authority, the Credit Provider, the Trustee and the Bondholders, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of the Authority, the Credit Provider, the Trustee and the Bondholders shall continue as though no such proceedings had been taken.

Section 7.10 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee, the Credit Provider or to the Holders of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 7.11 No Waiver of Default. No delay or omission of the Trustee, the Credit Provider or of any Holder of the Bonds to exercise any right or power arising upon the occurrence of any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee, the Credit Provider, the Majority Holder or the Holders of the Bonds may be exercised from time to time and as often as may be deemed expedient. The Trustee shall not waive any Event of Default if, in connection with such Event of Default, there has been a draw on the Credit Facility, unless the Credit Provider has notified the Trustee that such Credit Facility has been reinstated. The Trustee shall not waive any Event of Default specified in Section 7.01(e) hereof without the prior written consent of the Majority Holder.

Section 7.12 Notice to Bondholders of Default. The Trustee shall promptly give written notice by first class mail to the Bondholders, the Majority Holder and the Credit Provider of the occurrence of an Event of Default, if the Trustee has actual knowledge of such Event of Default, and of the giving of any notice under Section 7.01(c) hereof.