

## ARTICLE III

### REDEMPTION OF BONDS

#### Section 3.01. Terms of Redemption.

(A) Optional Redemption. While any Weekly Rate is in effect, the Bonds are subject to optional redemption prior to their stated maturity, as a whole or in part on any Business Day (from such maturities as are designated in writing by the Authority to the Trustee at the direction of the City) from any prepayments made by the City to the Trustee pursuant to Section 9.03 of the Lease and deposited in the Optional Redemption Account, at a Redemption Price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium.

After the Fixed Rate Date, the Bonds are subject to optional redemption prior to their stated maturity, as a whole or in part, on any Business Day, (from such maturities as are designated in writing by the Authority to the Trustee at the direction of the City) at such dates and upon such terms as shall be specified in a schedule to be delivered to the Trustee on or prior to the Fixed Rate Date.

(B) Mandatory Redemption from Sinking Fund Payments. The Bonds are also subject to redemption prior to their stated maturity, in part, from mandatory sinking fund payments deposited in the Bond Fund pursuant to subsection (3) of Section 6.02(A), on each June 1, from and after June 1, 2009, at a Redemption Price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium.

(C) Extraordinary Redemption Due to Damage, Destruction or Condemnation. The Bonds are subject to redemption prior to their stated maturity, at the option of the Authority, as a whole or in part by lot from within every stated maturity in integral multiples of Authorized Denominations on any Business Day from prepayments made by the City pursuant to Section 9.02 of the Lease from Net Proceeds received with respect to the Leased Premises and deposited in the Optional Redemption Account, at a Redemption Price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium. Whenever less than all of the Outstanding Bonds are to be redeemed on any one date, the Trustee shall select the Bonds to be redeemed in part from the Outstanding Bonds so that the aggregate annual principal amount of and interest on Bonds which shall be payable after such redemption date shall be as nearly proportional as practicable to the aggregate annual principal amount of and interest on Bonds Outstanding prior to such redemption date.

(D) Redemption of Bank Bonds. (i) Anything to the contrary in this Article III notwithstanding, any outstanding Bank Bonds shall be redeemed prior to any other Bonds and (ii) Bank Bonds shall be redeemed in accordance with the terms of the Standby Bond Purchase Agreement.

Section 3.02. Notice of Redemption. Notice of redemption shall be given by the Trustee as hereinafter provided to (i) the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books of the Trustee, (ii) the Information

Services and (iii) the Securities Depositories. Each notice of redemption shall state the date of such notice, the redemption date (which redemption date shall not be less than 45 days after notice of redemption shall have been delivered to the Trustee by the Authority at the request of the City pursuant to Section 9.03 of the Lease), the Redemption Price (including any premium), the place or places of redemption (including the name and appropriate address or addresses of the Trustee), the CUSIP number (if any) of the maturity, and, if less than all the Bonds are to be redeemed, the distinctive bond numbers of the Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions 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 each of 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, together with interest accrued thereon to the redemption date, and that from and after such redemption date interest thereon 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.

With respect to any notice of optional redemption of Bonds unless, upon the giving of such notice, such Bonds shall be deemed to have been paid within the meaning of Article XIV hereof or unless the Trustee has cash or securities meeting the requirements of Article XIV sufficient to pay the Redemption Price of such Bonds called for redemption, such notice may state that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal or, premium, if any, due with respect to such Bonds and interest thereon, and that if such moneys shall not have been so received said notice shall be of no force and effect and the Trustee shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

Any notice of redemption shall be mailed by first-class mail, postage prepaid, to Bondholders, not less than 30 days or more than 60 days prior to the date fixed for redemption, except in the case of redemptions of the Bonds that bear interest at a Weekly Rate, in which case not less than 25 days or more than 45 days prior to the date fixed for redemption. Notices to the Information Services shall be mailed by the Trustee by first-class, certified, registered or overnight mail at the time of the mailing of notices to Bondholders. Notices to the Securities Depositories shall be given by telecopy or by first-class, certified, registered or overnight mail at least one Business Day before the mailing of notices to Bondholders.

Neither failure to receive any notice nor any defect in such notice so given shall affect the sufficiency of the proceedings for the redemption of such Bonds. Each check or other transfer of funds issued by the Trustee for the purpose of redeeming Bonds shall bear, to the extent practicable, the CUSIP number identifying the Bonds being redeemed with the proceeds of such check or other transfer.

Failure by the Trustee to give notice of redemption to any one or more of the Securities Depositories or Information Services shall not affect the sufficiency of the proceedings for redemption.

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

Section 3.03. Partial Redemption of Bonds; Selection of Bonds for Redemption.

(A) Upon surrender of any Bond redeemed in part only, the Authority shall execute, and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of Authorized Denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered. In the event of an optional redemption or extraordinary redemption, mandatory sinking fund payments will be reduced in the order specified by the Authority.

(B) Whenever provision is made in this Trust Agreement for the redemption of Bonds and less than all Outstanding Bonds are called for redemption, the Trustee shall select Bonds for redemption first from Bank Bonds, and then by lot in such manner as the Trustee shall reasonably determine among all other Bonds.

Section 3.04. Effect of Redemption. Moneys for payment of the Redemption Price of, together with interest accrued to the redemption date on, the Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date 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 and interest accrued thereon to the redemption date, interest on the Bonds so called for redemption shall cease to accrue from and after the redemption date, said Bonds (or portions thereof) shall cease to be entitled to any benefit or security under this Trust Agreement, and the Owners of said Bonds shall have no rights in respect thereof except to receive payment of said Redemption Price and accrued interest to the redemption date.

All Bonds redeemed pursuant to the provisions of this Article shall be cancelled upon surrender thereof.

## ARTICLE IV

### TENDERS OF BONDS

Section 4.01. Optional Tenders During Weekly Rate Periods. The Owners of Weekly Rate Bonds may elect to have their Bonds, or portions thereof such that the portion tendered and the portion retained are each in Authorized Denominations, purchased in accordance with Section 4.04(B) hereof at a purchase price equal to 100% of the principal amount of such Bonds (or portions thereof), plus accrued interest, if any, to the Optional Tender Date on any Business Day on or prior to conversion from a Weekly Mode to the Fixed Rate Mode upon delivery of a written notice of tender to the Tender Agent and the Remarketing Agent on a Business Day not fewer than seven (7) days prior to the date designated in such notice as the purchase date (each such date, an “Optional Tender Date”). Any notice delivered to the Tender Agent after 4:00 p.m., New York City time, shall be deemed to have been received on the next succeeding Business Day.

Section 4.02. Mandatory Tender.

(A) Mandatory Tender Upon Conversion. The Bonds shall be subject to mandatory tender for purchase pursuant to Section 4.04(B) on the Proposed Fixed Rate Date (a “Mandatory Tender Date”) at a purchase price equal to the principal amount thereof, plus accrued interest, if any.

(B) Mandatory Tender for Purchase Upon Termination, Expiration, Reduction, Replacement or Modification of the Terms of or Default Under the Liquidity Facility. The Bonds shall be subject to mandatory tender for purchase pursuant to Section 4.04(B) upon (a) (i) the termination or expiration of the term of any Liquidity Facility, or (ii) such Liquidity Facility being reduced, replaced or modified with the effect that any Outstanding Bond (which is not a Bank Bond) shall no longer be subject to purchase under such Liquidity Facility, or (b) the Liquidity Bank notifying the Trustee of an event of default under the Liquidity Facility giving rise to a right on the part of the Liquidity Bank to direct a mandatory tender of the Bonds and directing the Trustee to effect a mandatory purchase of the Bonds. The Bonds shall be subject to mandatory tender for purchase on the last Business Day which is at least five (5) calendar days prior to any termination, expiration, reduction, replacement or modification of the Liquidity Facility, and on a Business Day not less than fifteen (15) days nor more than thirty (30) days after receipt by the Trustee from the Liquidity Bank of notice of an event of default under the Liquidity Facility and directing the Trustee to effect a mandatory purchase of the Bonds (each, a “Mandatory Tender Date”). The purchase price for such Bonds shall be equal to the principal amount thereof, plus accrued interest, if any.

Notwithstanding anything in this Section 4.02(B) to the contrary, in the event that in connection with any reduction, replacement or modification of the terms of the Liquidity Facility, the Authority shall deliver to the Trustee, the Tender Agent and the Remarketing Agent, prior to the date that notice of such reduction, replacement or modification of the terms of the Liquidity Facility is required to be given by the Trustee as provided in Section 8.04, written evidence from S&P and Fitch to the effect that such reduction, replacement or modification of the terms of the Liquidity Facility, as the case may be, in and of itself, will not result in the

withdrawal or reduction of the rating(s) then applicable to the Bonds, then the Bonds shall not be subject to mandatory tender for purchase as provided in this Section 4.02(B) solely as a result of such reduction, modification or replacement. In the event the Bonds are not subject to mandatory tender for purchase as provided in the preceding sentence, the Authority shall provide notice thereof to the Remarketing Agent and the Bondholders.

(C) Notice of Mandatory Tender for Purchase. In connection with any mandatory tender for purchase of Bonds in accordance with Sections 4.02(A) or 4.02(B), the Trustee shall give notice of a mandatory tender for purchase as a part of the notice given pursuant to Sections 2.05(A)(iii) or 8.04, respectively. Such notice shall state (a) in the case of a mandatory tender for purchase pursuant to Section 4.02(A), that if the interest rate is not converted to a Fixed Rate on the Proposed Fixed Rate Date for one of the reasons set forth in Section 2.05(E), then all Bonds shall nonetheless be subject to mandatory tender on such Proposed Fixed Rate Date and from and after the Proposed Fixed Rate Date in the case of a failed conversion to a Fixed Rate interest on the Bonds shall continue to be payable at a Weekly Rate; (b) in the case of a mandatory tender for purchase pursuant to Sections 4.02(B), that the Liquidity Facility will terminate or expire, or be reduced, modified or replaced, or that an event of default has occurred under the Liquidity Facility, and that any rating applicable to the Bonds may be reduced or withdrawn; (c) that the purchase price of any Bond so subject to mandatory purchase shall be payable only upon surrender of such Bond to the Tender Agent at its Corporate Trust Office, accompanied by an instrument of transfer thereof, in form satisfactory to the Tender Agent, executed in blank by the Bondholder thereof or such Bondholder's duly authorized attorney, with such signature guaranteed by a commercial bank, trust company or member firm of the New York Stock Exchange; (d) that all Bonds so subject to mandatory tender for purchase shall be purchased on the Mandatory Tender Date therefor pursuant to Section 4.04(B), and that if any Owner of a Bond subject to mandatory tender for purchase shall not surrender such Bond to the Tender Agent for purchase on such Mandatory Tender Date, together with an instrument of transfer thereof in appropriate form, and sufficient funds for such purpose are held by the Tender Agent pursuant to Section 4.04(B), then such Bond shall be deemed to be an Undelivered Bond, and that no interest shall accrue thereon on and after such Mandatory Tender Date and that the Owner thereof shall have no rights under this Trust Agreement or the Liquidity Facility other than to receive payment of the purchase price thereof.

Section 4.03. Irrevocable Notice Deemed to be Tender of Bond; Undelivered Bonds.

(A)

(1) The giving of notice by a Bondholder as provided in Section 4.01 shall constitute the irrevocable tender for purchase of each such Bond with respect to which such notice shall have been given, regardless of whether such Bond is delivered to the Tender Agent for purchase on the relevant purchase date as provided in Section 4.03(B).

(2) The Tender Agent may refuse to accept delivery of any Bonds for which a proper instrument of transfer has not been provided; such refusal, however, shall not affect the validity of the purchase of such Bond as herein described. If any Bondholder who shall have given notice of tender for purchase pursuant to Section 4.01 or which is subject to mandatory tender pursuant to Section 4.02(A) or (B) shall fail to deliver such

bond to the Tender Agent, accompanied by an instrument of transfer thereof, as described in Section 4.03(B), at the place and on the applicable date and at the time specified, such Bond shall constitute an Undelivered Bond.

If funds in the amount of the purchase price of the Undelivered Bonds are available for payment to the Bondholder thereof pursuant to Section 4.04(B) on the date and at the time specified, from and after the date and time of that required delivery, (i) each Undelivered Bond shall be deemed to be purchased, and shall no longer be deemed to be Outstanding under this Trust Agreement; (ii) interest shall no longer accrue thereon; (iii) funds in the amount of the purchase price of each such Undelivered Bond shall be held by the Tender Agent for the benefit of the Owner thereof, to be paid on delivery (together with an instrument of transfer as described in Section 4.03(B)) of such Undelivered Bond to the Tender Agent at its Corporate Trust Office; and (iv) the Owner shall have no right to the payment of the purchase price of such Undelivered Bond except from such funds held by the Tender Agent pursuant to Section 4.04(B) for such purposes. Any funds held by the Tender Agent as described in clause (iii) of the preceding sentence shall be held uninvested and not commingled.

(B) For payment of the purchase price of any Bond required to be purchased pursuant to Section 4.01 or 4.02 on the date specified in the notice given by the Bondholder pursuant to Section 4.01 or the notice of mandatory tender given by the Trustee pursuant to Section 4.02(C), such Bond must be delivered, at or prior to 10:00 a.m., New York City time, on the date specified in such notice, to the Tender Agent at its Corporate Office, accompanied by an instrument of transfer thereof, in form satisfactory to the Tender Agent, executed in blank by the Owner thereof or such Owner's duly authorized attorney, with such signature guaranteed by a commercial bank, trust company or member firm of the New York Stock Exchange. In the event any such Bond is delivered after 10:00 a.m., New York City time, on such date, payment of the purchase price of such Bond need not be made until the Business Day following the date of delivery of such Bond, but such Bond shall nonetheless be deemed to have been purchased on the date specified in such notice and no interest shall accrue thereon after such date.

#### Section 4.04. Notice of Bonds Delivered for Purchase; Purchase of Bonds.

(A) Subject to Section 2.12(E), the Tender Agent shall determine timely and proper delivery of Bonds pursuant to this Trust Agreement and the proper endorsement of such Bonds. Such determination shall be binding on the Owners of such Bonds, the Authority, the City, the Liquidity Bank, the Remarketing Agent and the Trustee, absent manifest error. As soon as practicable following its receipt, but in any event by no later than 12:00 noon, New York City time, on the next succeeding Business Day, the Tender Agent shall give notice by telephone, telecopy or telex promptly confirmed by a written notice, to the Trustee, the Remarketing Agent, the Liquidity Bank, the Authority and the City, specifying the principal amount of Bonds, if any, as to which it shall have received notice of tender for purchase in accordance with Section 4.01, the names of the Owners of such Bonds, and the date on which such Bonds are to be purchased.

(B) The Bonds required to be purchased in accordance with Sections 4.01 and 4.02 shall be purchased from the Owners thereof, on the dates and at the purchase prices at which such Bonds are required to be purchased; provided, however, that if the Tender Agent is unable to purchase any Bond tendered for purchase pursuant to Sections 4.01 and 4.02 because

sufficient funds are not available therefor from the sources described in clauses (i) and (ii) of this Section 4.04(B), no purchase of any Bonds shall occur on such purchase date and all Bonds subject to purchase on such purchase date shall be returned by the Tender Agent to the Owners thereof, and such Bonds shall continue to bear interest at the Weekly Rate and be subject to the Weekly Rate in effect as of the date of such tender. No such failure to purchase Bonds shall constitute an Event of Default under this Trust Agreement. Funds for the payment of such purchase price shall be derived from the following sources:

(i) proceeds of the sale of such Bonds remarketed to any person pursuant to Section 4.05 (other than the Authority or any affiliate or insider of the Authority, as defined in the Bankruptcy Code) and furnished to the Tender Agent by the Remarketing Agent for deposit into the Remarketing Proceeds Account of the Purchase Fund; and

(ii) moneys furnished by the Trustee to the Tender Agent for deposit into the Liquidity Account of the Purchase Fund representing moneys received from payments under the Liquidity Facility.

The Remarketing Proceeds Account and the Liquidity Account shall be kept separate and apart from each other and from any other moneys held by the Tender Agent. The Authority shall not have any right, title or interest in or to the Remarketing Proceeds Account or remarketing proceeds, if any, held by the Remarketing Agent. Notwithstanding any other provision of this Trust Agreement, (i) remarketing proceeds shall not be used for any purpose other than to pay the purchase price of Bonds, and (ii) remarketing proceeds shall never be paid to the Authority.

(i) Unless the Bonds are in book-entry only form, the Trustee shall authenticate a new Bond or Bonds in an aggregate principal amount of Bonds purchased in accordance with Section 4.04(B), whether or not the Bonds so purchased are presented by the Bondholders thereof, bearing a number or numbers not contemporaneously Outstanding. Every Bond authenticated and delivered as provided in this Section 4.04(C) shall be entitled to all the benefits of this Trust Agreement equally and proportionately with any and all other Bonds duly issued hereunder. The Trustee shall maintain a record of the Bonds purchased as provided in this Section 4.04, together with the names and addresses of the former Bondholders thereof.

(ii) In the event any Bonds purchased as provided in this Section 4.04 shall not be presented to the Tender Agent, the Tender Agent shall segregate and hold the moneys for the purchase price of such Bonds in trust for the benefit of the former Bondholders of such Bonds, who shall thereafter be restricted exclusively to such moneys for the satisfaction of any claim for the purchase price of such Bonds.

Section 4.05. Remarketing of Bonds; Notice of Interest Rates.

(A) Upon notice of the tender for purchase of Bonds, the Remarketing Agent shall offer for sale and use its best efforts to sell such Bonds at a price equal to the principal amount thereof plus accrued interest thereon, if any, any such sale to be made on the date of such purchase in accordance with Section 4.01 or 4.02. Any Bond which is tendered for purchase pursuant to Section 4.01 after such Bond has become subject to mandatory tender for purchase

pursuant to Section 4.02(A) or 4.02(B), shall be sold by the Remarketing Agent only to a purchaser who specifically agrees in writing that such Bond is so subject to mandatory tender for purchase on the applicable Mandatory Tender Date and agrees to hold such Bond only to such Mandatory Tender Date. The Remarketing Agent agrees that it shall not sell any Bonds purchased pursuant to Section 4.04 to the Authority, or to any person who controls, is controlled by, or is under common control with, the Authority, and the Authority agrees that it will not purchase any Bonds remarketed by the Remarketing Agent. The Remarketing Agent shall not be obligated to remarket Bonds during a Weekly Rate Period if the Liquidity Facility is not in full force and effect.

(B) Not later than 11:00 a.m., New York City time, on the date on which Bonds are subject to purchase pursuant to Section 4.04(B), the Remarketing Agent shall notify the Trustee, the Tender Agent, the Authority, the City and the Liquidity Bank by telex, telephone, telecopier or other electronic means acceptable to the parties, promptly confirmed in writing, specifying the principal amount of Bonds, if any, which were remarketed pursuant to Section 4.05(A) and providing the names and addresses of such purchasers, their taxpayer identification numbers, the principal amount of Bonds to be purchased and the denominations. Not later than 12:00 p.m., New York City time, on the date on which Bonds are subject to purchase pursuant to Section 4.01 or 4.02, the Trustee shall notify the Liquidity Bank in writing (which may be telex, telephone or telecopy or other electronic means acceptable to the parties, promptly confirmed in writing), specifying the principal amount of Bonds, if any, which were remarketed. The Remarketing Agent, against receipt of remarketed Bonds registered as requested by the Remarketing Agent, shall, by not later than 11:45 a.m. New York City time, on the purchase date cause an amount of moneys equal to the aggregate purchase price for the sale of the Bonds to be transferred in immediately available funds to the Tender Agent.

(C) The Remarketing Agent shall use its best ongoing efforts to remarket Bank Bonds, at a price equal to the principal amount of such Bank Bonds plus accrued interest, if any, thereon to the date of sale (calculated at the rates such Bonds would have borne had they not been Bank Bonds). When the Remarketing Agent obtains a purchaser for any Bank Bond, not later than 11:00 a.m. (New York City time) on the date for the sale of such Bank Bond, it shall so advise the Trustee, the Tender Agent, the Authority, the City and the Liquidity Bank by telex, telephone, telecopier or other electronic means acceptable to the parties, promptly confirmed in writing.

#### Section 4.06. Delivery of Bonds.

(A) The Bonds purchased with moneys described in clause (i) of Section 4.04(B) shall be made available by the Tender Agent to the Remarketing Agent for delivery to the purchasers thereof against payment therefor by no later than 4:00 p.m., New York City time, on the purchase date.

(B) The Bonds purchased with moneys described in clause (ii) of Section 4.04(B) shall be held by the Tender Agent on behalf of the Liquidity Bank as Bank Bonds pursuant to the Liquidity Facility.



(C) Subject to Section 2.12, Bonds delivered as provided in this Section 4.06 shall be registered in the manner directed by the recipient thereof.

Section 4.07. Delivery of Proceeds of Sale.

The proceeds of the sale by the Remarketing Agent of any Bonds delivered to it by, or held by it for the amount of, the Trustee or the Authority, or delivered to it by any other Bondholder, shall be turned over to the Tender Agent as provided in this Trust Agreement.

Section 4.08. Remarketing Proceeds; Payments Under Liquidity Facility; Payment of Purchase Price of Bonds.

(A) On each day which Bonds are required to be purchased pursuant to Section 4.01 or 4.02 hereof:

(i) The Remarketing Agent shall deliver to the Tender Agent all proceeds of the remarketing of Bonds, and shall notify the Trustee of the amount so delivered, by 11:45 a.m., New York City time.

(ii) The Trustee shall request funds under the Liquidity Facility by 12:00 p.m., New York City time, in an amount equal to the purchase price of all Bonds tendered or deemed tendered, less remarketing proceeds, if any, notice of which has been received pursuant to paragraph (i) above. Such request shall be made to the Liquidity Bank in writing (which may be tested telex, telecopier or other electronic means acceptable to the parties, promptly confirmed by delivery of an original written request), and shall include a statement of the amount of such request comprising the portion of the purchase price attributable to principal of such tendered Bonds and the amount of such request comprising the portion of the purchase price attributable to interest. The Trustee shall deliver or cause to be delivered to the Tender Agent such funds paid under the Liquidity Facility. Notwithstanding any other provision of this Trust Agreement, the Trustee shall not request funds under the Liquidity Facility to purchase Bank Bonds or Bonds registered in the name of the Authority or the City or any affiliate thereof.

(iii) The Tender Agent shall deposit in the Remarketing Account in the Bond Purchase Fund all remarketing proceeds delivered to the Tender Agent, and in the Liquidity Account in the Purchase Fund all money representing proceeds of the request for funds, if any, under the Liquidity Facility, to pay the purchase price of all Bonds tendered or deemed tendered. The Tender Agent shall transfer to the Liquidity Bank any excess funds paid by Liquidity Bank under the Liquidity Facility and not needed to pay the purchase price of the Bonds tendered or deemed tendered.

(iv) On or before 4:00 p.m., New York City time, on each purchase date, the Tender Agent shall apply the money delivered to it to purchase tendered Bonds at the purchase price set forth in Section 4.01 or 4.02.

(v) The Tender Agent shall deposit into the Liquidity Account any amounts received in immediately available funds by 12:00 noon, New York City time, on any Business Day on which Bank Bonds are remarketed against receipt of such Bank Bonds

by the Remarketing Agent. Such amounts deposited in the Liquidity Account shall be applied by the Tender Agent to purchase Bank Bonds. Notwithstanding anything herein to the contrary, the Tender Agent shall not deliver to the Remarketing Agent any Bank Bonds which have been remarketed unless the purchase price for such Bank Bonds shall have been paid to the Liquidity Bank and the Liquidity Facility shall have been reinstated with respect to such Bank Bonds. The Trustee shall give notice by mail to the Bondholders of the Bonds within two (2) Business Days following the reinstatement of the Liquidity Facility with respect to such Bonds of such reinstatement.

(B) Funds for the payment of the purchase price of tendered Bonds shall be derived solely from money in the Purchase Fund representing proceeds of the remarketing of Bonds and proceeds of amounts paid by Liquidity Bank under the Liquidity Facility, if any, and neither the Trustee, the Tender Agent nor the Remarketing Agent shall be obligated to provide funds from any other source. Notwithstanding anything to the contrary contained in this Trust Agreement or the Bonds or any other agreement, neither the Trustee, the Tender Agent nor the Remarketing Agent shall in any case be required to expend or risk its own funds or otherwise incur any financial liability for its own account in connection with any purchase of Bonds. The Liquidity Facility shall be available solely to pay purchase price of the Bonds.

## ARTICLE V

### APPLICATION OF PROCEEDS; FUNDS AND ACCOUNTS

Section 5.01. Application of Proceeds of Bonds. The net proceeds received by the Authority from the sale of the Bonds, being the sum of \$\_\_\_\_\_ (representing the \$\_\_\_\_\_ aggregate principal amount of the Bonds less the Underwriter's discount of \$\_\_\_\_\_) together with \$\_\_\_\_\_ of other available amounts, shall be deposited with the Trustee, who shall forthwith deposit such proceeds as follows:

- (1) The Trustee shall deposit in the Costs of Issuance Fund the sum of \$\_\_\_\_\_;
- (2) The Trustee shall establish and maintain a separate fund known as the "2000 Bonds Escrow Fund" and deposit therein \$\_\_\_\_\_ for the purpose of refunding the 2000 Bonds; and
- (3) The Trustee shall deposit in the Reserve Fund the sum of \$\_\_\_\_\_.

Section 5.02. Establishment and Application of Costs of Issuance Fund. The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Costs of Issuance Fund." Moneys deposited in said fund shall be used to pay Costs of Issuance with respect to the Bonds upon Requisition of the Authority filed with the Trustee, which shall be in substantially the form attached hereto as Exhibit B. At the end of six months from the date of initial issuance of the Bonds, or upon earlier receipt of a Certificate of the Authority that amounts in said fund are no longer required for the payment of such Costs of Issuance, said fund shall be terminated, and any amounts then remaining in said fund shall be transferred to the Bond Fund.

Section 5.03. Reserved.

Section 5.04. Establishment and Application of Reserve Fund.

(A) The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Reserve Fund." All moneys at any time on deposit in the Reserve Fund shall be held by the Trustee in trust for the benefit of the Owners of the Bonds, as a reserve for the payment when due of all the Lease Payments to be paid pursuant to the Lease and of all payments on the Bonds and applied solely as provided herein.

(B) On the Closing Date, there shall be deposited in the Reserve Fund an amount equal to the Reserve Requirement in accordance with Section 5.01. Any Reserve Replenishment Rent payable pursuant to Section 4.03(e) of the Lease shall be deposited in the Reserve Fund. In addition, certain Lease Payments received by the Trustee and not needed to pay interest on, principal of, and mandatory sinking fund payments with respect to the Bonds shall be deposited in the Reserve Fund pursuant to subparagraph (4) of Section 6.02(A).

(C) Whether or not Lease Payments are then in abatement, if one day immediately preceding any Interest Payment Date, the moneys available in the Bond Fund do not equal the amount of the principal of and interest on the Bonds then coming due and payable, the Trustee shall apply the moneys available in the Reserve Fund to make delinquent Lease Payments on behalf of the City by transferring the amount necessary for such purpose to the Bond Fund.

(D) If on any Interest Payment Date the moneys on deposit in the Reserve Fund and the Bond Fund (excluding amounts required for payment of principal of or interest on Bonds not presented for payment) are sufficient to pay all Outstanding Bonds, including all principal, interest and redemption premiums (if any), the Trustee shall, upon the Written Request of the Authority (at the direction of the City), transfer all amounts in the Reserve Fund to the Bond Fund to be applied to the payment of the Lease Payments or prepayments on behalf of the City and such moneys shall be distributed to the Owners of Bonds in accordance with this Trust Agreement. Any amounts remaining in the Reserve Fund upon payment in full of the Bonds (or after provision for payment thereof as provided herein) shall be disbursed by the Trustee in accordance with Section 6.06.

(E) If on any date the amount on deposit in the Reserve Fund is less than the Reserve Requirement, the Trustee shall notify the Authority and the City of the amount necessary to increase the amount on deposit in the Reserve Fund to the Reserve Requirement and of the City's obligation to pay Reserve Replenishment Rent pursuant to Section 4.03(d) of the Lease. If on any date the amount on deposit in the Reserve Fund is greater than the Reserve Requirement, the Trustee shall transfer such excess to the Bond Fund unless otherwise directed by the Authority (at the request of the City). Amounts on deposit in the Reserve Fund shall be valued at cost.

(F) Notwithstanding anything herein to the contrary, at the option of the Authority (at the direction of the City), monies held in the Reserve Fund may be substituted, in whole or in part, by the deposit of a Reserve Credit Facility with the Trustee; provided that with respect to any such substitution: (i) such substitution shall not result in the reduction or withdrawal of the S&P or Fitch rating on the Bonds (and the City shall notify S&P and Fitch prior to making any

such substitution); and (ii) the Trustee shall receive prior to any such substitution becoming effective a letter from S&P and Fitch confirming that such substitution shall not result in the reduction or withdrawal of the respective S&P or Fitch rating on the Bonds. Amounts on deposit in the Reserve Fund for which a Reserve Credit Facility has been substituted shall be released to or at the direction of the City.

## ARTICLE VI

### PLEGGED REVENUES, FUNDS AND ACCOUNTS

#### Section 6.01. Pledge of Revenues.

(A) Subject only to the provisions of this Trust Agreement 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 the Bonds) held in any fund or account established pursuant to this Trust Agreement are hereby pledged to secure the payment of the principal of and interest on the Bonds (including Bank Bonds) in accordance with their terms and the provisions of this Trust Agreement. Said pledge shall constitute a lien on and security interest in such assets and shall attach, be perfected and be valid and binding from and after the Closing Date, without any physical delivery thereof or further act.

(B) The Authority hereby transfers, assigns and sets over to the Trustee, for the benefit of the Owners of the Bonds (including Bank Bonds), all of the Authority's rights under the Lease, including, without limitation, (1) the right to receive and collect all of the Lease Payments (including any Excess Amount), prepayments, Additional Payments, and Reserve Replenishment Rent from the City under the Lease or the Trust Agreement, as applicable, (2) the right to receive and collect any proceeds of any insurance maintained thereunder, or any condemnation award rendered with respect to the Leased Premises, or of any lease or sale of the Leased Premises in the event of a default by the City under the Lease, (3) the right to take all actions and give all consents under the Lease, including without limitation, Section 10.12 (regarding amendments of the Lease), and Article VIII (regarding defaults), (4) the right to exercise such rights and remedies conferred on the Authority pursuant to the Lease as may be necessary or convenient (i) to enforce payment of the Lease Payments (including any Excess Amount), prepayments, Additional Payments and Reserve Replenishment Rent and any other amounts required to be deposited in the Bond Fund or the Insurance and Condemnation Fund, or (ii) otherwise to protect the interests of the Authority in the event of a default by the City under the Lease, and (5) the right of the Authority to receive rental in excess of Lease Payments as compensation for re-leasing the Leased Premises upon events of default under the Lease, as provided in Section 8.01(a)(2) of the Lease.

(C) 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 without any set-off whatsoever. The Trustee also shall be entitled to (subject to the provisions of this Trust Agreement) take all steps, actions and proceedings following any Event of Default reasonably necessary in its judgment to enforce,

either jointly with the Authority or separately, all of the rights of the Authority assigned to the Trustee and all of the obligations of the City under the Lease.

(D) All Revenues shall be held in trust for the benefit of the Owners from time to time of the Bonds (including Bank Bonds), but shall nevertheless be disbursed, allocated and applied solely for the uses and purposes hereinafter in this Article VI set forth.

(E) In accordance with Section 6.02(B) of this Trust Agreement, the Trustee, solely as an accommodation to the City, shall use its best efforts to provide the City with at least 10 Business Days' prior written notice of the sums due on any Interest Payment Date and principal payment date. If the Trustee has not received any payment required to be made by the City under the Lease to pay principal or Redemption Price of or interest on the Bonds (including Bank Bonds) by the due date, the Trustee shall notify the City of such insufficiency by telephone, telecopy or telegram and confirm such notification by written notice. Failure by the Trustee to give any notice pursuant to this subsection, or the insufficiency of any such notice, shall not affect or diminish the obligations of the City under the Lease or this Trust Agreement nor give rise by any party to any claims whatsoever with respect to the Trustee.

(F) The Bonds shall not constitute a debt or liability, or a pledge of the faith and credit, of the City or of any political subdivision thereof, other than the Authority, which shall only be obligated to pay the Bonds solely from the Revenues and funds herein provided therefor. The issuance of the Bonds shall not directly or indirectly or contingently obligate the City to levy or to pledge any form of taxation whatever therefor for their payment.

Section 6.02. Bond Fund.

(A) The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Bond Fund" and within such fund an account designated as the "Optional Redemption Account." Upon the receipt thereof, the Trustee shall deposit all Revenues in the Bond Fund, except that all moneys received by the Trustee and required hereunder or under the Lease to be deposited in the Reserve Fund or the Insurance and Condemnation Fund shall promptly be deposited in such funds. The Trustee shall, subject to Section 6.03, disburse and apply amounts in the Bond Fund only as hereinafter in this paragraph (A) authorized:

(1) On each Interest Payment Date, the Trustee shall apply moneys in the Bond Fund (whether or not Lease Payments are then in abatement) to pay the interest on the Bonds (including Bank Bonds) as such interest shall become due and payable (including accrued interest on any Bonds (including Bank Bonds) purchased or redeemed prior to maturity pursuant to this Trust Agreement).

(2) On each principal payment date, the Trustee shall apply moneys in the Bond Fund (whether or not Lease Payments are then in abatement) to pay the principal of the Bonds (including Bank Bonds) as such principal becomes due and payable.

(3) On each mandatory sinking fund payment date, the Trustee shall apply moneys in the Bond Fund (whether or not Lease Payments are then in abatement) to the redemption of Bonds in the principal amounts and on the mandatory sinking fund payment dates hereinafter set forth:

Mandatory  
Sinking Fund  
Payment Dates  
(June 1)

Mandatory  
Sinking Fund  
Payment  
\$

†

---

† Payment at maturity.

Any moneys which have been deposited in the Bond Fund for application to any of the foregoing mandatory sinking fund payments, and which are not needed for the payment of interest on the Bonds, shall be applied by the Trustee, if the Trustee is directed to do so in a Written Request of the Authority, to the purchase of the applicable Bonds as and when and at such prices (including brokerage and other charges but excluding accrued interest) as the Authority may in its discretion determine, except that the purchase price (excluding accrued interest) shall not exceed the par value of such Bonds. Any Bonds so purchased with moneys designated for a mandatory sinking fund payment shall be applied, to the extent of the full principal amount thereof, to reduce said mandatory sinking fund payment. All Bonds purchased pursuant to this paragraph shall be cancelled by the Trustee.

If the Authority shall deposit Bonds with the Trustee at least 60 days before any mandatory sinking fund payment date, together with instructions to the Trustee to apply the principal amount of such Bonds so delivered to the mandatory sinking fund payment due on that date with respect to the Bonds, such Bonds shall be applied, to the extent of the full principal

amount thereof, to reduce said mandatory sinking fund payment. All Bonds deposited pursuant to the provisions of this paragraph shall be cancelled by the Trustee.

(4) If at any time the balance in the Reserve Fund shall be reduced below the Reserve Requirement, the first payments of Lease Payments thereafter received by the Trustee and not needed to pay interest on, principal of, and mandatory sinking fund payments with respect to the Bonds pursuant to the preceding subparagraphs (1), (2), and (3), shall be used to first, reimburse the provider of a Reserve Credit Facility for any repayment obligation owing thereto for any draw on a Reserve Credit Facility and second, to increase the balance in the Reserve Fund to the Reserve Requirement.

(5) In the event that the City makes a prepayment pursuant to Section 9.01 or 9.03 of the Lease and elects pursuant to said Section 9.01 or 9.03 to apply the amount so prepaid to the redemption of Bonds, such prepayment shall be forthwith deposited in the Optional Redemption Account within the Bond Fund which the Trustee shall establish and maintain and shall be applied thereafter to the redemption of Bonds as promptly as practicable in accordance with the provisions of this Trust Agreement.

(B) At least 10 but not more than 20 Business Days before each Interest Payment Date, the Trustee shall determine the amount, if any, credited or to be credited to the Bond Fund during the period from the day after the last Interest Payment Date to the next succeeding Interest Payment Date pursuant to Section 6.05 (investment earnings) or from any other source. The Trustee shall give notice to the Authority and the City of such amount and the amount due (which amount due shall be calculated at the Maximum Interest Rate to the extent that a Weekly Rate has not been determined by 11:00 a.m., New York time, for all or part of the applicable Interest Payment Period), which notice shall be mailed, telecommunicated or delivered in such a manner that the City will receive such notice by the tenth but not sooner than the twentieth Business Day before such next succeeding Interest Payment Date. Any telephonic notice shall be supplemented by notice given in accordance with the preceding sentence. Failure by the Trustee to give notice pursuant to this subsection, or the insufficiency of any such notice, shall not affect or diminish the obligations of the City under the Lease.

Section 6.03. 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 "Liquidity 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, other than moneys received from payments under the Liquidity Facility, 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 Owners tendering such Bonds. The Tender Agent shall deposit all moneys delivered to it hereunder from payments under the Liquidity Facility for the purchase of Bonds, into the Liquidity Account and shall hold all such moneys in trust for the exclusive benefit of the Bondholders who shall deliver Bonds to it for purchase until the Bonds purchased with such moneys shall have been delivered to or for the account of the Liquidity Bank.

Moneys in the Liquidity Account and the Remarketing Proceeds Account shall not be commingled with other funds held by the Tender Agent and shall remain uninvested.

Section 6.04. Insurance and Condemnation Fund.

(A) Establishment of Fund. Upon the receipt of any Net Proceeds of insurance or condemnation with respect to the Leased Premises, the Trustee shall establish and maintain a separate Insurance and Condemnation Fund, to be held and applied as hereinafter set forth in this Section 6.04.

(B) Application of Insurance Proceeds. Any proceeds of insurance against accident to or destruction of any structure constituting any part of the Leased Premises transferred by the Authority to the Trustee or otherwise paid to the Trustee in the event of any such accident or destruction shall, in accordance with Section 5.01 of the Lease be deposited by the Trustee promptly upon receipt thereof in the Insurance and Condemnation Fund. If the Authority notifies the Trustee in writing of its determination, within forty-five (45) days following the date of such deposit, not to replace, repair, restore, modify or improve the Leased Premises pursuant to Section 5.01 of the Lease, then such proceeds shall be promptly transferred by the Trustee to the Optional Redemption Account and applied to the redemption of the Bonds pursuant to Section 3.01(C). All proceeds deposited in the Insurance and Condemnation Fund and not so transferred to the Optional Redemption Account shall be disbursed by the Trustee to the City, as agent of the Authority, and applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Leased Premises by the City, as agent of the Authority, upon receipt of Requisitions of the City stating with respect to each payment to be made (i) the requisition number, (ii) the name and address of the person to whom payment is due, (iii) the amount to be paid and (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the Insurance and Condemnation Fund, has not been the basis of any previous withdrawal; specifying in reasonable detail the nature of the obligation; and accompanied by a bill or a statement of account for such obligation. Any balance of the proceeds remaining after such work has been completed shall be treated by the Trustee as prepaid Lease Payments and transferred to the Optional Redemption Account and applied in the manner provided in Section 3.01(C) hereof.

(C) Application of Eminent Domain Proceeds. If all or any part of the Leased Premises shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain) the proceeds therefrom shall be deposited with the Trustee in the Insurance and Condemnation Fund in accordance with Section 6.01 of the Lease and shall be applied and disbursed by the Trustee as follows:

(1) If the City has not given Written Notice to the Trustee in writing, within forty-five (45) days following the date on which such proceeds are deposited with the Trustee, of its determination that such proceeds are needed for the repair, rehabilitation or replacement of the Leased Premises, the Trustee shall transfer such proceeds to the Optional Redemption Account to be applied towards the redemption the Bonds pursuant to Section 3.01(C).



(2) If the City has given Written Notice to the Trustee, within forty-five (45) days following the date on which such proceeds are deposited with the Trustee, of its determination that such proceeds are needed for repair, rehabilitation or replacement of the Leased Premises, the Trustee shall pay to the City, or to its order, from said proceeds such amounts as requested by the City for such repair or rehabilitation, upon the filing of Requisitions of the City in the form and containing the provisions set forth in subsection (B) of this Section 6.04.

Section 6.05. Investment of Moneys in Funds. Except as otherwise provided in Section 14.03, all moneys in any of the funds and accounts (other than the Purchase Fund) established pursuant to this Trust Agreement shall be invested by the Trustee solely in such Permitted Investments held in the name of the Trustee as are specified in a Request of the Authority, which Request of the Authority shall state that such investment is a Permitted Investment as required by this Trust Agreement, provided, however, that, if the Authority does not file such a Request with the Trustee, the Trustee shall invest to the extent practicable in investments described in clause (B)(v) of the definition of the term “Permitted Investments” in Section 1.01.

Subject to Section 14.03, investments in any and all funds and accounts established pursuant to this Trust Agreement (other than the Purchase Fund) may be commingled for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in a particular fund amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the particular funds to which they are credited and otherwise as provided in this Trust Agreement. The Trustee may act as principal or agent in the making or disposing of any investment. The Trustee or its affiliates may act as sponsor, advisor or depository with regard to any Permitted Investment. The Trustee may sell at the best price reasonably obtainable by it, or present for redemption, any 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 securities is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment.

Section 6.06. Amounts Remaining in Funds and Accounts. Any amounts remaining in the Bond Fund or any other fund or account established hereunder after payment in full of the Bonds (or after provision for payment thereof as provided herein), the fees, charges and expenses of the Trustee and the Authority shall be paid by the Trustee to the Authority.

## ARTICLE VII

### COVENANTS

Section 7.01. Punctual Payment. The Authority shall punctually pay, but only out of Revenues and pledged funds as herein provided, the principal, premium, if any, and interest to become due in respect of every Bond issued hereunder at the times and places and in the manner provided herein and in the Bonds, according to the true intent and meaning thereof.

Section 7.02. 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 of the claims for interest by the purchase of such Bonds or claims for interest or by any other arrangement except with the written consent of the Bondholders.

Section 7.03. Encumbrance Upon Revenues. 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 Trust Agreement while any of the Bonds are Outstanding, except the pledge and assignment created by this Trust Agreement. Subject to this limitation, the Authority expressly reserves the right to enter into one or more other trust agreements for any of its corporate purposes, and reserves the right to issue other obligations for such purposes.

Section 7.04. 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 Trust Agreement and to pledge and assign the Revenues and other assets purported to be pledged and assigned, respectively, under this Trust Agreement in the manner and to the extent provided in this Trust Agreement. The Bonds and the provisions of this Trust Agreement are and will be the legal, valid and binding limited obligations of the Authority enforceable in accordance with their terms, and the Authority and Trustee shall at all times, to the extent permitted by law, subject to the provisions of this Trust Agreement, defend, preserve and protect said pledge and assignment of Revenues and other assets and all the rights of the Bondholders under this Trust Agreement against all claims and demands of all persons whomsoever.

Section 7.05. Accounting Records and Financial Statements; Reports to California Debt and Investment Advisory Commission.

(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 and in accordance with the customary standards of the industry for such books of record and account, in which complete and accurate entries shall be made of all transactions made by it relating to the proceeds of Bonds, the Revenues, the Lease and all funds and accounts established pursuant to this Trust Agreement. Such books of record and account shall be available for inspection by the Authority, the City, the Liquidity Bank, and any Bondholder, or his agent or representative duly authorized in writing, at reasonable hours, upon reasonable notice and under reasonable circumstances.

(B) The Trustee shall furnish to the Authority monthly, and to the City at intervals acceptable to the City but in any event at least quarterly, a complete financial statement (which may be in the form of its regular statements) covering receipts, disbursements, allocation and application of Revenues and the proceeds of the Bonds made by the Trustee; provided that the Trustee shall not be obligated to deliver an accounting for any fund or account that has had no activity since the last reporting date and that has a balance of zero.

(C) In accordance with Section 6599.1 of the Government Code, until the October 30 following the final maturity of the Bonds, the Authority shall, not later than October 30 of each year, commencing October 30, 2008, supply the California Debt and Investment Advisory Commission ("CDIAC"), by mail, postage prepaid, with the following information:

- (1) The principal amount of Bonds outstanding.
- (2) The balance in the Reserve Fund.
- (3) The costs of issuance, including any ongoing fees.
- (4) The total amount of any administrative fees collected.
- (5) The interest earnings and terms of all guaranteed investment contracts.
- (6) Commissions and fees paid on guaranteed investment contracts.
- (7) The delinquency rate on the Lease.
- (8) The balance in capitalized interest accounts, if any.

(D) In accordance with Section 6599.1(c) of the Act, until final maturity of the Bonds, the Authority shall notify CDIAC by mail, postage prepaid, within ten (10) days if any of the following events occur:

(1) The Authority or the Trustee fails to pay principal and interest due on any scheduled payment.

(2) Funds are withdrawn from a reserve fund to pay principal and interest on the Bonds issued by the Authority or any bonds acquired by the Authority.

(E) Neither the Authority, the City, their officers, agents or employees, nor CDIAC shall be liable for any inadvertent error in reporting the information required by Section 7.05(C) or (D).

(F) The failure of the Authority to comply with the provisions of Section 7.05(C) or (D) shall not be an Event of Default hereunder.

#### Section 7.06. Other Covenants; Amendment of Lease.

(A) Subject to the provisions of this Trust Agreement, the Trustee shall upon receipt of amounts due from the City pursuant to the Lease, perform such duties as are expressly provided for hereunder, shall exercise such rights of Authority assigned to it pursuant hereto, and shall enforce, and take all steps, actions and proceedings reasonably necessary for the enforcement of the rights of the Authority under the Lease as assigned to the Trustee.

(B) The Authority shall not amend, modify or terminate any of the terms of the Lease, or consent to any such amendment, modification or termination, without the prior written consent of the Trustee. The Trustee shall give such written consent if but only if (1) it has received a written representation from the Authority to the effect that such amendment or modification will not materially and adversely affect the interests of the Owners of the Bonds, provided that, if an Event of Default has occurred and is continuing, the Trustee rather than the Authority shall make a determination that such amendment or modification will not materially

and adversely affect the interests of the Owners of the Bonds (provided that, in making such determination, the Trustee may conclusively rely on written representations of financial consultants or advisors or the opinion or advice of counsel), or (2) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding consent in writing to such amendment, modification or termination, provided that no such amendment, modification or termination shall reduce the amount of Lease Payments to be made to the Authority or the Trustee by the City pursuant to the Lease, or extend the time for making such payments, without the written consent of all of the Owners of the Bonds then Outstanding. The Trustee shall mail a copy of such amendment as executed to S&P and Fitch promptly after execution by the Authority and the City.

Section 7.07. 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 of law now or at any time hereafter in force that may affect the covenants and agreements contained in this Trust Agreement 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 7.08. Further Assurances. The Authority will make, execute and deliver any and all such further trust agreements, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Trust Agreement.

Section 7.09. Continuing Disclosure. Pursuant to Section 2.01(v) of the Lease, the City has covenanted and agreed that upon adjustment to a Fixed Rate Mode it will comply with the continuing disclosure requirements promulgated under Securities and Exchange Commission Rule 15c2-12(b)(5), as it may from time to time hereafter be amended or supplemented, including entering into a Continuing Disclosure Agreement. The Authority shall have no liability to the Bondholders or any other person with respect to such disclosure matters. Notwithstanding any other provision of this Trust Agreement, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, any Bondholder or Beneficial Owner may take, and the Trustee shall take, at the request of the Remarketing Agent or the Owners of at least 25% in aggregate principal amount of Outstanding Bonds, and upon receipt of satisfactory indemnification, 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 Section 2.01(v) of the Lease and under the Continuing Disclosure Agreement. For purposes of this Section, "Beneficial Owner" means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).