
TRUST INDENTURE

BETWEEN

ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY

AND

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE

\$50,000,000

*Allegheny County Hospital Development Authority
University of Pittsburgh Medical Center Revenue Bonds
Series 2010C*

Dated as of March 1, 2010

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TRUST INDENTURE

THIS TRUST INDENTURE, dated as of March 1, 2010 (the “**Indenture**”), between the **ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY**, a body politic and corporate of the Commonwealth of Pennsylvania (the “**Issuer**”), and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association duly established, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with a corporate trust office in Pittsburgh, Pennsylvania, as trustee hereunder (the “**Trustee**”);

WITNESSETH:

WHEREAS, the Issuer is a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania (the “**Commonwealth**”) pursuant to the Municipality Authorities Act, as amended (hereinafter called the “**Act**”); and

WHEREAS, UPMC (the “**Corporation**”), a nonprofit corporation organized and existing under the laws of the Commonwealth has, by resolutions duly adopted, has determined to undertake a project (the “**Project**”) consisting of financing (a) the current refunding of a portion of the following bonds of the Issuer: (i) University of Pittsburgh Medical Center Revenue Bonds, Series 2005B; (ii) University of Pittsburgh Medical Center Revenue Bonds, Series 2007C; and (iii) University of Pittsburgh Medical Center Revenue Bonds, Series 2007D (collectively, the “**Refunded Bonds**”) and (b) the payment of the costs of issuing the Bonds (hereinafter defined); and

WHEREAS, the Issuer is authorized under the Act to issue its bonds for the purposes aforesaid and the Issuer has determined that the public interest will be best served and that the purposes of the Act can be obtained by the Issuer’s issuance of bonds in order to obtain funds to loan to the Corporation for the foregoing Project; and

WHEREAS, it has been determined that in order to accomplish such purposes the Issuer will issue its revenue bonds in an aggregate principal amount of \$50,000,000, which shall be designated “Allegheny County Hospital Development Authority University of Pittsburgh Medical Center Revenue Bonds, Series 2010C” (the “**Bonds**”); and

WHEREAS, the execution and delivery of this Indenture and the issuance of the Bonds under the Act and this Indenture have been in all respects duly and validly authorized by resolution duly passed and approved by the Issuer; and

WHEREAS, pursuant to a Loan Agreement dated as of the date hereof (the “**Agreement**”) between the Issuer and the Corporation, the Issuer has agreed to loan to the Corporation the sale proceeds of the Bonds to finance the Project and the Corporation has agreed to pay to the Issuer installment payments sufficient to meet the obligations under the Bonds when the same become due and payable; and

WHEREAS, as security for its obligation to make payments required under the Agreement, the Corporation has issued and delivered to the Trustee two separate promissory notes (collectively, the “**2010C Notes**”), one under the terms of and pursuant to the Master Trust Indenture dated as of December 1, 1995, as supplemented by, among others, a Supplemental Master Trust Indenture No. 52 dated as of March 1, 2010 (the “**Supplemental Master Indenture No. 52**”) (as so supplemented, the “**1995 Master Indenture**”) between the Corporation and The Bank of New York Mellon Trust Company, N.A., as master trustee (the “**Master Trustee**”), and one under the terms of and pursuant to the Master Trust Indenture dated as of May 1, 2007, as supplemented by, among others, Supplemental Master Trust Indenture No. 13 (“**Supplemental Master Indenture No. 13**”) (as so supplemented, the “**2007 Master Indenture**”), between the Corporation, as obligated group agent, and the Master Trustee; and

WHEREAS, the Corporation has caused to be delivered to The Bank of New York Mellon Trust Company, N.A., as Trustee hereunder, an irrevocable direct-pay letter of credit (the “**PNC Bank Letter of Credit**”) issued by PNC Bank, National Association (the “**Bank**”), which PNC Bank Letter of Credit shall constitute the initial Liquidity Support Facility and the initial Credit Support Facility (each as defined herein) for the Bonds; and

WHEREAS, the Trustee is authorized under the PNC Bank Letter of Credit, subject to the terms and conditions thereof, to draw up to (i) an amount equal to the principal of the outstanding Bonds (i) to pay the principal of the Bonds when due at maturity or upon redemption or acceleration or (ii) to pay the portion of the purchase price corresponding to the principal of Bonds tendered for purchase pursuant to this Indenture to the extent remarketing proceeds are not available for such purpose, plus (2) an amount equal to 34 days’ accrued interest on the Bonds at a maximum rate of twelve percent (12%) while the Bonds bear interest at a Daily Rate or Weekly Rate (each as defined herein) (i) to pay interest on the Bonds when due or (ii) to pay the portion of the purchase price of Bonds tendered for purchase pursuant to this Indenture corresponding to the accrued interest, if any, on such Bonds to the extent remarketing proceeds are not available for such purpose; and

WHEREAS, the PNC Bank Letter of Credit is being issued pursuant to the provisions of a Reimbursement Agreement dated as of March 1, 2010 (the “**PNC Bank Reimbursement Agreement**”) between the Bank and the Corporation; and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid, binding and legal obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the installment payments and prepayments to be made by the Corporation under the Agreement and the 2010C Notes and a valid assignment of the right, title and interest of the Issuer under the Agreement and amounts payable to the Issuer under the Agreement (except Unassigned Rights, as hereinafter defined) and the 2010C Notes, have been done and performed, and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized:

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that to secure all Bonds issued and Outstanding under this Indenture, the payment of the principal or redemption price

thereof and interest thereon, the rights of the Bondholders, the performance and observance of all of the covenants contained in said Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the holders thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby sell, assign, transfer, set over, pledge and grant unto The Bank of New York Mellon Trust Company, N.A., as Trustee, its successors in the trust and its assigns forever, a security interest in all of the right, title and interest of the Issuer in and to the property hereinafter described (said property being herein sometimes referred to as the “**Trust Estate**”):

- (i) the Agreement and all payments received or receivable, with respect to the Bonds, by the Issuer from the Corporation pursuant thereto (excluding Unassigned Rights); and
- (ii) the 2010C Notes; and
- (iii) all income and receipts received or receivable by the Trustee and Paying Agent with respect to the funds and accounts maintained under this Indenture (except with respect to the Rebate Fund); and
- (iv) any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Issuer, the Corporation, or by anyone on their behalf to the Trustee, including without limitation moneys of the Corporation held by the Trustee in any of the funds and accounts established hereunder as security for the Bonds; *provided, however*, that there is expressly excepted and excluded from the lien and operation of this Indenture amounts held by the Trustee in the Rebate Fund (as such term is hereinafter defined).

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien and security interest created by this Indenture.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future holders of the Bonds issued under this Indenture, without preference, priority or distinction (except as otherwise specifically provided herein) of any one Bond over any other Bond.

PROVIDED, NEVERTHELESS, and these presents are upon the express condition, that if the Issuer or its successors or assigns shall pay or cause to be paid the principal of such Bonds with interest, according to the provisions set forth in the Bonds and each or all of them shall provide for the payment or redemption of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities requisite for payment or redemption thereof when and as authorized by the provisions hereof, and shall also pay or cause to be paid all other sums payable hereunder by the Issuer, then these presents and the estate and rights hereby granted shall cease, determine and become void, and thereupon the Trustee, on

payment of its lawful charges and disbursements then unpaid, on demand of the Issuer and upon the payment of the cost and expenses thereof, shall duly execute, acknowledge and deliver to the Issuer such instruments of satisfaction or release as may be necessary or proper to discharge this Indenture of record, and if necessary shall grant, reassign and deliver to the Issuer, its successors or assigns, all and singular the property, rights, privileges and interests by it hereby granted, conveyed and assigned, and all substitutes therefor, or any part thereof, not previously disposed of or released as herein provided; otherwise this Indenture shall be and remain in full force.

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED by and between the parties hereto that all Bonds are to be issued, authenticated and delivered, and that all the Trust Estate is to be held and applied, subject to the further covenants, conditions, releases, uses and trusts hereinafter set forth, and the Issuer, for itself and its successors, does hereby covenant and agree to and with the Trustee and its respective successors in said trust, for the benefit of those who shall hold the Bonds, or any of them as follows:

ARTICLE I

DEFINITIONS

SECTION 101. DEFINITIONS.

In addition to the words and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent.

“Acceleration Date” means the date upon which the Trustee declares the principal of all Bonds then Outstanding to be immediately due and payable pursuant to Section 702 hereof.

“Administrative Fee” means the annual fee for the general administrative services of the Issuer.

“Affiliate” means a Person that controls or is controlled by the Corporation or, if both are controlled by the same third party, such third party. One Person shall be deemed to control another if it, directly, indirectly through control over a third party, or jointly with one or more controlled third parties, (i) owns more than 50% of the outstanding voting stock of or other equity interests in the other, (ii) has the power to elect or approve the election of more than 50% of the governing body of the other, or (iii) has the power to approve the operating and capital budgets and other major expenditures of the other, or (iv) is the sole member of the other.

“Alternate Credit Support Facility” means any irrevocable direct-pay letter of credit, line of credit or similar facility issued by, any financial or similar institution and obtained by or on behalf of the Corporation pursuant to Section 411 hereof, or any municipal bond insurance policy, which Alternate Credit Support Facility is in effect and has been delivered to the Trustee to provide Credit Support for any Variable Rate Bonds.

“Alternate Liquidity Support Facility” means any irrevocable direct-pay letter of credit, line of credit or similar facility issued by, or standby bond purchase agreement entered into by, any financial or similar institution and obtained by or on behalf of the Corporation pursuant to Section 402 hereof, which Alternate Liquidity Support Facility is in effect and has been delivered to the Trustee to provide Liquidity Support for any Variable Rate Bonds.

“Annual Rate” means, with respect to each Bond that bears interest at an Annual Rate, the interest rate borne by such Bond when and if determined in accordance with Section 204(A)(5) hereof.

“Annual Rate Determination Date” means, with respect to each Bond that bears interest at an Annual Rate, (a) the Business Day before the effective date of a change to the Annual Rate Mode with respect to such Bond, and (b) the last Business Day prior to each anniversary of such effective date, so long as such Bond continues to bear interest at an Annual Rate.

“Annual Rate Mode” means the manner of determining the Annual Rate with respect to any Bond, as set forth in Section 204(A)(5) hereof.

“Annual Rate Period” means, with respect to each Bond that bears interest at an Annual Rate, (a) the period from and including the effective date of any change to the Annual Rate Mode with respect to such Bond to and including the calendar day immediately preceding the anniversary of such effective date, and (b) each twelve calendar month period thereafter, so long as such Bond continues to bear interest at an Annual Rate.

“Authorized Denominations” means (a) during any Variable Rate Mode other than the Index Rate Mode or the Term Rate Mode, \$100,000, and any multiple of \$5,000 in excess thereof, and (b) during the Term Rate Mode, the Index Rate Mode, or the Fixed Rate Mode, \$5,000 or any multiple thereof.

“Authorized Officer” means with respect to the Corporation, a representative of the Corporation duly authorized and empowered to execute any document, certificate or agreement and legally bind the Corporation; and with respect to the Issuer, an individual duly authorized by the bylaws of the Issuer to legally bind the Issuer, or an individual so designated by a duly adopted resolution of the Issuer.

“Available Amount” means, as of any time, the maximum amount available to be drawn at such time under any Liquidity Support Facility that provides Liquidity Support for any Variable Rate Bonds.

“Available Moneys” means (i) proceeds of a drawing under a Credit Support Facility or Liquidity Support Facility and proceeds of any remarketing of Bonds delivered by the Remarketing Agent to the Paying Agent hereunder (other than proceeds received from the Issuer, the Corporation or an Affiliate of either); provided that when used with respect to payment of amounts due in respect of any Purchased Bonds or Corporation Bonds, “Available Moneys” means any moneys held by the Paying Agent or the Trustee and available for such payment pursuant to the terms of this Indenture, except for moneys drawn under a Credit Support Facility or Liquidity Support Facility; (ii) moneys paid to the Trustee by the Corporation and held in a segregated subaccount of the General Debt Service Account within the Bond Fund for at least 365 consecutive days during which no petition in bankruptcy under the United States Bankruptcy Code (the “Bankruptcy Code”) has been filed by or against the entity which paid such money and no similar proceedings have been instituted under state insolvency or other laws affecting creditors’ rights generally; (iii) Bond proceeds; or (iv) any moneys with respect to which an unqualified opinion, which opinion shall be acceptable to Moody’s, from nationally recognized counsel has been received stating that such payments to Bondholders would not constitute voidable preferences under Section 362, Section 541 and/or Section 547 of the Bankruptcy Code, or similar state or federal laws with voidable preference provisions in the event of the filing of a petition for relief under the Bankruptcy Code, or similar state or federal laws with voidable preference provisions by or against the entity from whom the money is received.

“Beneficial Owners” mean the purchaser of an ownership interest in each Bond registered in the name of the Custodian while such Bond is registered under the book-entry-only system of registration described in Section 202(F) hereof.

“Bond” or “Bonds” means one or more of the Allegheny County Hospital Development Authority, University of Pittsburgh Medical Center Revenue Bonds, Series 2010C.

“Bond Counsel” means any attorney or firm of attorneys nationally recognized in rendering opinions for the benefit of bondholders on matters pertaining to the tax-exempt nature of interest on obligations issued by states or their political subdivisions.

“Bond Fund” means the fund established in Article III hereof.

“Bond Interest Period” means (a) with respect to the Variable Rate Bonds, the period from and including the next preceding Interest Accrual Date applicable to such Bond to and including the calendar day immediately preceding the next succeeding Interest Accrual Date applicable to such Bond; and (b) with respect to the Fixed Rate Bonds, the period from and including the Fixed Rate Date to and including the calendar day immediately preceding the next Interest Payment Date, and thereafter, the period from and including each Interest Payment Date to and including the calendar day immediately preceding the next Interest Payment Date.

“Bond Register” means the registration books of the Issuer kept by the Trustee to evidence the registration and transfer of Bonds.

“Bond Registrar” means the Trustee, as keeper of the Bond Register.

“Bond Year” means that period commencing on the Closing Date of the Bonds through March 1, 2011 and, thereafter, the consecutive period of twelve months commencing on March 2, 2011 through the following March 1 or as otherwise selected by the Corporation.

“Bondholder,” “holder,” “Owner,” or “owner of the Bonds” means the Person in whose name a Bond is registered on the Bond Register.

“Book-Entry Termination Date” means the fifth Business Day following the date of receipt by the Trustee of the Issuer’s Written Request to terminate the book-entry system of registering the beneficial ownership of the Bonds.

“Business Day” means a day which is not a Saturday or Sunday or other day on which commercial banks in (1) Pittsburgh, Pennsylvania, (2) New York, New York, (3) the city in which the principal office of the Remarketing Agent is located, (4) the city in which the principal corporate trust office of the Master Trustee is located, or (5) the city or cities in which the corporate trust office of the Trustee responsible for the administration of this Indenture is located, or (6) the city in which the office of any Liquidity Support Provider or Credit Support Provider at which drawings under a Credit Support Facility or Liquidity Support Facility are to be honored is located, are required or authorized to remain closed or on which The New York Stock Exchange is closed.

“Calculation Agent” means, the Calculation Agent as may be selected by the Issuer or the Corporation, and its successors and assigns.

“Certified Resolution” means, as the context requires: (a) one or more resolutions of the Issuer, certified by the Secretary or Assistant Secretary of the Issuer or other officer serving in a similar capacity, to have been duly adopted and to be in full force and effect as of the date of certification; or (b) one or more resolutions of the governing body of the Corporation or a duly authorized committee thereof, certified by the Secretary or Assistant Secretary of the Corporation or other officer serving in a similar capacity, to have been duly adopted and to be in full force and effect as of the date of certification.

“Change to Daily or Weekly Rate Mode” means a Change to a Variable Rate Mode that is either to a Daily Rate or a Weekly Rate.

“Change to Variable Rate Mode” means a change in the type of interest rate borne by the Bonds to any Variable Rate pursuant to Section 207(A) or Section 207(C) hereof and shall include, without limitation, a change from a Term Rate Mode based on one Nominal Term Rate Period to a Term Rate Mode based on another Nominal Term Rate Period.

“Clearing Fund” means the fund established in Article III hereof.

“Closing Date” means March 24, 2010, the date of delivery of the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended from time to time. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations, including temporary regulations, relating to such section which are applicable to the Bonds or the use of the proceeds thereof.

“Commonwealth” means the Commonwealth of Pennsylvania.

“Conversion Date” means the Fixed Rate Date or the effective date of a Change to a Variable Rate Mode.

“Corporation Bonds” means any Bonds of which ownership is registered in the name of the Corporation, as set forth in Section 513(B) hereof.

“Costs” with respect to the Project means all expenditures which, under generally accepted accounting principles, consistently applied, would be allocable to the Project and payable from the proceeds of the Bonds.

“Counsel” means an attorney at law or law firm (which may include counsel to the Corporation or in-house counsel to the Corporation) not unsatisfactory to the Trustee.

“Credit Support” means, as to any Credit Support Facility, the obligation of the provider thereof to provide for the payment of principal of and interest on any Variable Rate Bonds.

“Credit Support Facility Agreement” means any reimbursement agreement or other agreement of the Corporation with an issuer of a Credit Support Facility for Variable Rate Bonds setting forth the obligations of the Corporation to such Credit Support Provider arising out of any

payments under such Credit Support Facility. The initial Credit Support Facility Agreement is the PNC Bank Reimbursement Agreement.

“Credit Support Facility” means (a) any irrevocable direct-pay letter of credit, line of credit or similar facility issued by any financial or similar institution and obtained by or on behalf of the Corporation pursuant to Section 411 hereof, or any municipal bond insurance policy, which is in effect and has been delivered to the Trustee to provide Credit Support for any Variable Rate Bonds; or (b) in the event of delivery of any Alternate Credit Support Facility and so long as Credit Support for the Outstanding Variable Rate Bonds is provided thereby, such Alternate Credit Support Facility. The initial Credit Support Facility for the Bonds shall be the PNC Bank Letter of Credit.

“Credit Support Provider” means, with respect to any Credit Support Facility, the issuer or provider of such Credit Support Facility. The initial Credit Support Provider shall be PNC Bank, National Association.

“Custodian” means (a) The Depository Trust Company, New York, New York, or (b) any successor thereto engaged by the Issuer at the request of the Corporation to operate a book-entry system for recording, through electronic or manual means, the beneficial ownership of the Bonds, in which system no physical certificates are issued to the Beneficial Owners of the Bonds, but in which a limited number of physical certificates are issued to and registered in the name of the Custodian or its nominee, and delivered to the Custodian; provided, that such book-entry system operated by the Custodian may include the use of subsystems of recording the beneficial ownership of Bonds which are operated by parties other than the Custodian and the use of a nominee for the Custodian; and the term “Custodian,” as used herein, includes any party operating any such subsystem.

“Daily Rate” means, with respect to each Bond, the interest rate borne by such Bond when and if determined in accordance with Section 204(A)(1) hereof.

“Daily Rate Determination Date” means, with respect to each Bond that bears interest at a Daily Rate, (a) the Business Day before the effective date of a Change to Daily Mode with respect to such Bond; and (b) each Business Day thereafter, so long as such Bond continues to bear interest at a Daily Rate.

“Daily Rate Mode” means the manner of determining the Daily Rate with respect to any Bond, as set forth in Section 204(A)(1) hereof.

“Daily Rate Period” means, with respect to each Bond that bears interest at a Daily Rate, the Variable Rate Period from and including a Business Day to and including the first day preceding the first Business Day thereafter.

“Defaulted Interest” means interest on any Bond which is payable but not duly paid on the date due.

“Delivery Order” means written instructions to the Custodian delivered prior to the Book-Entry Termination Date by or through Participants for the purpose of effecting transfers

through the Custodian's computerized book entry system of (a) beneficial ownership of any Bond; and/or (b) amounts credited to the account of a Participant in the records of the Custodian for the benefit of a Beneficial Owner of a Bond in accordance with the Custodian's standard procedures.

"Draw" means (i) with respect to any Liquidity Support Facility provided as Liquidity Support for Variable Rate Bonds, any drawing thereunder made by or on behalf of the Trustee or Paying Agent in the manner authorized by and in accordance with the terms and conditions of such Liquidity Support Facility, and (ii) with respect to any Credit Support Facility provided as Credit Support for Variable Rate Bonds, any drawing thereunder made by or on behalf of the Trustee or Paying Agent in the manner authorized by and in accordance with the terms and conditions of such Credit Support Facility.

"Effective Date" means the effective date of any Liquidity Support Facility or Credit Support Facility, as applicable.

"Electronic Means" means telegram, telex, telecopier, electronic mail or other telecommunications or electronic telecommunications device capable of creating a written notice that is operative as between the parties and acceptable for use by them.

"Event of Default" means an event of default as defined in Section 701(A) hereof.

"Expiration Date" means, as of any date, the date upon which any Liquidity Support Facility or Credit Support Facility is then scheduled to expire in accordance with its terms, as such date may be extended from time to time by the Liquidity Support Provider or Credit Support Provider, as applicable.

"Favorable Opinion" means an opinion of Bond Counsel addressed to the Issuer and the Trustee substantially to the effect that: (i) the action proposed to be taken is authorized or permitted by the Act and this Indenture and complies with their respective terms; and (ii) such action will not adversely affect (A) the exclusion from gross income of interest on the Bonds for purposes of federal income taxation, and (B) any applicable tax exemption with respect to the Bonds provided under Pennsylvania law.

"Fiscal Year" means a period of twelve consecutive months ending on June 30 of each year or such other 12 month period selected by the Corporation as its fiscal year.

"Fitch" means Fitch Ratings, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating organization, any other nationally recognized securities rating organization designated in writing by the Corporation.

"Fixed Rate Mode" means the period of time when Bonds bear interest at a Fixed Rate.

"Fixed Rate" means the interest rate borne by the Bonds from and after the Fixed Rate Date to Maturity, determined in accordance with Section 207(D)(2) hereof.

“Fixed Rate Bonds” means any and all Bonds that bear interest at a Fixed Rate.

“Fixed Rate Commitment” has the meaning set forth in Section 207(D)(4)(a)(i) hereof.

“Fixed Rate Conversion Notice” means the notice delivered in connection with a conversion to a Fixed Rate Mode pursuant to Section 207(D) hereof and which shall be substantially in the form attached hereto as Exhibit D.

“Fixed Rate Date” means the effective date of a conversion of Bonds to bear interest at the Fixed Rate.

“Governmental Obligations” means the following:

A. direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America (“United States Treasury Obligations”),

B. obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America,

C. obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or

D. evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

“Immediate Notice” means notice by Electronic Means or telephone, to such address as the addressee shall have directed in writing, promptly followed (only in the case of notice by telephone) by written notice by first class mail, postage prepaid.

“Independent” means, with respect to any Person, one which is not and does not have a partner, director, officer, member or substantial stockholder who is a member of the Corporation or an Affiliate, or an officer or employee of the Corporation or an Affiliate; provided that the fact that a Person is retained regularly by or transacts business with the Corporation or Affiliate shall not, in and of itself, cause such Person to be deemed an employee of the Corporation or Affiliate for the purposes hereof.

“Independent Public Accountant” means an Independent, nationally recognized accounting firm which is appointed by the Corporation for the purpose of examining and reporting on or passing on questions relating to the financial statements of the Corporation, has all certifications necessary for the performance of such services, and has a favorable reputation for skill and experience in performing similar services in respect of entities of a comparable size and nature.

“Index Interest Payment Period” means, with respect to Bonds bearing interest at the Index Rate, the period commencing on the last Interest Payment Date to which interest has been paid (or if no interest has been paid, from the effective date of the change to the Index Mode) to, but not including, the Interest Payment Date on which interest is to be paid.

“Index Rate Determination Date” means the date which is determined by the Remarketing Agent pursuant to Section 205 hereof, which shall be a Business Day that is at least one Business Day prior to the effective date of a change to the Index Rate.

“Index Rate” means, with respect to the Bonds in the Index Rate Mode, the interest rate borne by such Bond in accordance with Section 205 hereof.

“Index Rate Bonds” means Bonds that bear interest at an Index Rate.

“Index Rate Mode” means the manner of determining the Index Rate with respect to any Bond, as set forth in Section 205 hereof.

“Index Rate Period” means any period selected by the Issuer or the Corporation when Bonds bear interest at an Index Rate.

“Interest Accrual Date” means (a) with respect to any Bond which bears interest at a Daily Rate, Weekly Rate or Monthly Rate, (1) the effective date of the change to the Daily Rate Mode, the Weekly Rate Mode or the Monthly Rate Mode, as appropriate, and (2) the first Business Day of each calendar month thereafter; (b) with respect to any Bond which bears interest at a Semiannual Rate, an Annual Rate, a Fixed Rate or a Term Rate, (1) the effective date of the change to the Semiannual Rate Mode, the Annual Rate Mode, Fixed Rate Mode, or the Term Rate Mode, as appropriate, and (2) the fifteenth day of each May and November following such effective date; and (c) with respect to any Bond which bears interest at an Index Rate, (1) the effective date of the change to the Index Rate, and (2) the date determined by the Remarketing Agent pursuant to Section 205 as the Interest Payment Date.

“Interest Component” means, as of any date, the maximum amount, determined with reference to the relevant Interest Coverage Period and the Maximum Rate, for each Bond available to be drawn under any Liquidity Support Facility or Credit Support Facility, as applicable (as reduced and reinstated from time to time in accordance with the terms thereof) to pay accrued interest on (with respect to a Credit Support Facility), or the interest component of the purchase price of (with respect to a Liquidity Support Facility), any such Bond.

“Interest Coverage Period” means the number of days specified in computing the Interest Component of the Available Amount under any Liquidity Support Facility or Credit Support Facility with respect to Variable Rate Bonds, which shall be not less than the sum of (a) the maximum number of days in a Bond Interest Period, and (b) 34 calendar days.

“Interest Mode” or “Mode” means the a Variable Rate Mode or the Fixed Rate Mode.

“Interest Payment Date” means, (a) with respect to the Variable Rate Bonds bearing interest at a Daily Rate, a Weekly Rate or a Monthly Rate, the first Business Day of the calendar

month next succeeding the end of the Bond Interest Period to which such Interest Payment Date relates; (b) with respect to Fixed Rate Bonds and Variable Rate Bonds bearing interest at a Semiannual, Annual or Term Rate, May 15 and November 15 of each year; and (c) with respect to Index Rate Bonds, the dates determined by the Remarketing Agent pursuant to Section 205 hereof.

“Investment Securities” means those investments selected by the Corporation, including but not limited to Government Obligations, Federal Housing Administration debentures, certificates of deposits and other deposits, commercial paper, money market funds, State Obligations, repurchase agreements, investment contracts and such other investments as are determined by the Corporation in accordance with its investment policy.

“Letter of Representations” means the Letter of Representations signed by the Issuer and the Trustee, and accepted by the Custodian, or any Blanket Issuer Letter of Representations signed by the Issuer and accepted by the Custodian, pertaining to the payment of the Bonds and the “book-entry” system for evidencing the beneficial ownership of the Bonds prior to the Book-Entry Termination Date, and shall include any supplements or amendments thereto.

“Liquidity Support” means, as to any Liquidity Support Facility, the obligation of the provider thereof to provide for the payment of the purchase price of any Variable Rate Bonds tendered or deemed tendered in accordance with any provision of Article V hereof.

“Liquidity Support Facility Agreement” means any reimbursement agreement or other agreement of the Corporation with an issuer of a Liquidity Support Facility for Variable Rate Bonds setting forth the obligations of the Corporation to such Liquidity Support Provider arising out of any payments under such Liquidity Support Facility. The initial Liquidity Support Facility Agreement is the PNC Bank Reimbursement Agreement.

“Liquidity Support Facility” means (a) any irrevocable direct-pay letter of credit, line of credit or similar facility issued by, or standby bond purchase agreement entered into by, any financial or similar institution and obtained by or on behalf of the Corporation pursuant to Section 401 hereof, which is in effect and has been delivered to the Trustee to provide Liquidity Support for any Variable Rate Bonds; or (b) in the event of delivery of any Alternate Liquidity Support Facility and so long as Liquidity Support for the Outstanding Variable Rate Bonds is provided thereby, such Alternate Liquidity Support Facility. The initial Liquidity Support Facility for the Bonds shall be the PNC Bank Letter of Credit.

“Liquidity Support Provider” means, with respect to any Liquidity Support Facility, the issuer or provider of such Liquidity Support Facility. The initial Liquidity Support Provider shall be PNC Bank, National Association.

“Mandatory Tender Date” means any date on which an Owner or Beneficial Owner is required to tender any Bond for purchase in accordance with this Indenture.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein or herein provided, whether at the Stated Maturity Date or by acceleration or redemption or otherwise.

“Maturity Year” means (a) initially, the period commencing on the Closing Date and ending on the next succeeding Bond Principal Payment Date; and (b) thereafter, the period commencing on the day following the Bond Principal Payment Date in any year and ending on the Bond Principal Payment Date in the immediately succeeding year.

“Maximum Rate” means the lesser of (i) 12% per annum and (ii) the maximum rate permitted by law.

“Monthly Rate” means the interest rate borne by the Bonds when and if determined in accordance with Section 204(A)(3) hereof.

“Monthly Rate Determination Date” means (a) the last Business Day before the effective date of a change to the Monthly Rate Mode, and (b) the last Business Day of each calendar month thereafter, so long as any Bond continues to bear interest at a Monthly Rate.

“Monthly Rate Mode” means the manner of determining the Monthly Rate with respect to the Bonds, as set forth in Section 204(A)(3) hereof.

“Monthly Rate Period” means (a) the period from and including the effective date of any change to the Monthly Rate Mode with respect to the Bonds to and including the last day of the calendar month beginning on such effective date, and (b) each calendar month thereafter, so long as the Bonds continues to bear interest at a Monthly Rate.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, for the purpose of the definition of State Obligations only, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Corporation, with written notice to the Issuer and the Trustee.

“Net Proceeds” means proceeds from insurance or condemnation awards received with respect to damage to or a taking by eminent domain of the Property of a Member, net of payment of all reasonable expenses (including attorney’s fees and expenses, adjuster’s fees and expenses and the fees and expenses of the Trustee).

“New York City time” means the prevailing time in New York, New York.

“Nominal Term Rate Period” means, with respect to a Term Rate Mode, a period of three or more Semiannual Periods.

“Officer’s Certificate” means a certificate of the Corporation signed by the Chairman, Vice Chairman, President, any Vice President, Treasurer, Assistant Treasurer or any authorized officer of the Corporation.

“Opinion of Counsel” means a written opinion of counsel who may (except as otherwise expressly provided in this Indenture) be counsel for one or more of the Issuer or the Corporation; and, when given with respect to the status of interest on any Bond under federal income tax law,

shall be Bond Counsel; and, when given with respect to any matter under Title 11 of the United States Code, as now or hereafter constituted (i.e., the Bankruptcy Code), shall be counsel of nationally recognized standing in the field of bankruptcy law.

“Optional Early Termination Date” means, as of any date, the date upon which any Liquidity Support Facility or Credit Support Facility terminates due to the Corporation’s exercise of its option, under the related Liquidity Support Facility Agreement or related Credit Support Facility Agreement, as applicable, to terminate such related Liquidity Support Facility Agreement or related Credit Support Facility Agreement, as applicable, pursuant to its respective terms.

“Outstanding” means, with respect to the Bonds, all Bonds authenticated and delivered under this Indenture as of the time in question, except:

A. All Bonds theretofore canceled or required to be canceled under Section 213 hereof;

B. Bonds for the payment or redemption of which provision has been made in accordance with Article X hereof; provided that, if such Bonds are being redeemed, the required notice of redemption shall have been given or provision satisfactory to the Trustee shall have been made therefor, and that if such Bonds are being purchased, there shall be a firm commitment for the purchase and sale thereof; and

C. Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Article II hereof.

“Participants” means those securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations that participate with the Custodian in a system under which the Custodian holds securities of its participants and facilitates the clearance and settlement of securities transactions in such securities through electronic book-entry changes in accounts of the participants.

“Paying Agent” means the commercial bank, national banking association or trust company, if any, designated pursuant to this Indenture to receive and disburse the principal of and interest on the Bonds.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a joint venture, a trust, any unincorporated organization, a governmental body or a political subdivision, a municipality, a municipal authority or any other group or organization of individuals or legal entity.

“Principal Payment Date” means each mandatory sinking fund Redemption Date, as set forth in Section 501 hereof, and the Stated Maturity Date.

“Property” means any and all rights, titles and interests in and to any and all property, whether real or personal, tangible or intangible and wherever situated.

“Property, Plant and Equipment” means the line item labeled as such on the financial statements of the Corporation prepared in accordance with generally accepted accounting principles.

“Purchased Bond” means any Bond which has been purchased (beneficially or otherwise) by the Trustee for the account of any Liquidity Support Provider with the proceeds of a Draw under its Liquidity Support Facility, the ownership (beneficial or otherwise) of which is required to be registered in the name of such Liquidity Support Provider or its nominee, pursuant to Section 513 hereof.

“Purchased Bond Custodian” means, initially, PNC Bank, National Association, and thereafter shall mean the entity designated by the Liquidity Support Provider to the Trustee in writing at least 10 Business Days prior to the applicable Purchase Date set forth in Section 513 hereof.

“Purchased Bond Rate” means the rate per annum borne by the Purchased Bonds, determined in the Liquidity Support Facility Agreement.

“Purchase Date” means, as to any Variable Rate Bond, a date upon which such Bond is to be tendered to the Trustee for purchase, determined as permitted or as required pursuant to Article V hereof.

“Purchase Price” means an amount equal to the principal amount of any Bonds to be purchased on any Purchase Date, plus, if applicable, accrued and unpaid interest thereon, if any, to the Purchase Date.

“Rating Agency” means each nationally recognized securities rating agency, which at the time of issue of the Bonds includes Fitch, Moody’s and S&P, and each such entity’s successors and assigns.

“Record Date” means any Regular Record Date or any Special Record Date as those terms are defined herein.

“Redemption Date” means, as to the Bonds, the date upon which Bonds are to be redeemed, determined as provided in Section 51 herein.

“Redemption Price” means, with respect to any Bond (or portion thereof), the price to be paid upon redemption as set forth in Article V of this Indenture.

“Regular Record Date” means (a) with respect to any Bond that bears interest at a Daily Rate, a Weekly Rate, a Monthly Rate, or the Purchased Bond Rate, the opening of business on the Business Day prior to each Interest Payment Date with respect thereto; (b) with respect to any Bond that bears interest at a Semiannual Rate, Annual Rate, Term Rate or Fixed Rate, the first day of the calendar month (whether or not a Business Day) on which each Interest Payment Date occurs with respect thereto (d) with respect to any Bond that bears interest at an Index Rate, the day of the month established pursuant to Section 205 hereof; and (e) with respect to each

Redemption Date, the Business Day preceding the mailing of the applicable redemption notice for such Redemption Date.

“Regulatory Body” means any federal, state or local government, department, agency, authority or instrumentality (other than the Issuer) and any other public or private body, including accrediting organizations, having regulatory jurisdiction and authority over the Corporation or the operations of the Corporation.

“Reimbursement Obligations” means all amounts owing from time to time by the Corporation to the Liquidity Support Provider of any Liquidity Support Facility then providing Liquidity Support for Variable Rate Bonds, or to the Credit Support Provider of any Credit Support Facility then providing Credit Support for Variable Rate Bonds, under the Liquidity Support Facility Agreement or Credit Support Facility Agreement, as applicable.

“Related Documents” means this Indenture, the 1995 Master Indenture, the 2007 Master Indenture, the 2010C Notes and the Agreement.

“Remarketing Agent” means any remarketing agent for the Bonds appointed by the Corporation pursuant to Section 818 hereof.

“Remarketing Agreement” means each Remarketing Agreement, if any, by and between the Corporation and any Remarketing Agent, providing for the remarketing of Variable Rate Bonds following tenders and purchase as provided herein and the setting of Variable Rates, all in accordance with the provisions hereof.

“Remarketing Commitment” has the meaning set forth in Section 207(A)(3)(a)(1)(ii) hereof.

“Remarketing Proceeds” means the proceeds of the sale by the Remarketing Agent of any Bonds to parties other than the Issuer, the Corporation or an Affiliate which Bonds have been tendered or deemed tendered for purchase as provided in this Indenture.

“Semiannual Date” means each date selected by the Corporation and set forth in a notice of conversion to a Term Rate Mode, which dates shall be the first day of a calendar month and shall be six months apart.

“Semiannual Period” means a six month period commencing on a Semiannual Date and ending on and including the day immediately preceding the next Semiannual Date, except that the first Semiannual Period after conversion to a Term Rate Mode may be for a period shorter or longer than six months.

“Semiannual Rate” means the interest rate borne by the Bonds when and if determined in accordance with Section 204(A)(4) hereof.

“Semiannual Rate Determination Date” means, with respect to each Bond that bears interest at a Semiannual Rate, (a) the Business Day before the effective date of a change to the Semiannual Rate Mode with respect to such Bonds, and (b) the last Business Day of each six

calendar month period (beginning with the last Business Day of the six calendar month period commencing with such effective date) thereafter, so long as such Bond continues to bear interest at a Semiannual Rate.

“Semiannual Rate Mode” means the manner of determining the Semiannual Rate, as set forth in Section 204(A)(4) hereof.

“Semiannual Rate Period” means, with respect to each Bond that bears interest at a Semiannual Rate, (a) the period from and including the effective date of any change to the Semiannual Rate Mode with respect to such Bond to and including the last day of the six calendar month period beginning on such effective date, and (b) each six calendar month period thereafter, so long as such Bond continues to bear interest at a Semiannual Rate.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., its successors and its assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, for the purpose of the definition of State Obligations only, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Corporation, with written notice to the Issuer and the Trustee.

“SIFMA Municipal Index” means with respect to any Index Rate Determination Date or any other relevant date of determination, the Securities Industry and Financial Markets Association Municipal Swap Index as published on such date or, if no published on such date, than as published as of the most recent date for which such index was published or such other weekly, high-grade index comprised of seven-day, tax-exempt variable rate demand notes produced by Municipal Market Data, Inc., or its successor, or as otherwise designated by The Securities Industry and Financial Markets Association; *provided, however*, that, if such index is no longer produced by Municipal Market Data, Inc. or its successor, then “SIFMA Municipal Index” shall mean such other reasonably comparable index selected by the Calculation Agent, in consultation with the Corporation, for tax-exempt state and local government bonds meeting the then-current Securities Industry and Financial Markets Association Criteria.

“Special Bond Payment Date” means any date established by the Trustee for the payment of defaulted principal or interest on any Bond.

“Special Record Date” means the date fixed by the Trustee pursuant to Section 202(E) hereof for the payment of Defaulted Interest.

“State Obligations” which means:

(i) Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated “A3” by Moody’s and “A” by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

(ii) Direct general short-term obligations of any state agency or subdivision or agency thereof described in (i) above and rated “A-1” by S&P and “MIG-1” by Moody’s.

(iii) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (i) above and rated “AA” or better by S&P and “Aa” or better by Moody’s.

(i) Pre-refunded municipal obligations rated “AAA” by S&P and “Aaa” by Moody’s meeting the following requirements:

(i) the municipal obligations are (A) not subject to redemption prior to maturity or (B) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

(ii) the municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

(iii) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations (“**Verification**”);

(iv) the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

(v) no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

(vi) the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

“Stated Maturity Date” means May 15, 2038.

“Tax Regulatory Certificate” means the certificate of such designation dated as of the Closing Date executed by the Issuer and the Corporation.

“Tender Address” means (a) with respect to the Trustee, The Bank of New York Mellon Trust Company, N.A., ITS Bond Events, 2001 Bryan Street, 9th Floor, Dallas, TX 75201, and (b) with respect to the Remarketing Agent, the tender address designated by the Remarketing Agent in the Remarketing Agreement; provided, that any such address may be changed by any of

the respective parties by giving written notice thereof 30 days or more in advance of the effective date of such change to the Bondholders and all the parties listed in Section 1108 hereof.

“Term Rate” means the interest rate borne by the Bonds when and if determined in accordance with Section 204(A)(6) hereof.

“Term Rate Determination Date” means a Business Day not more than 15 days and not less than one day prior to the effective date of a change to the Term Rate Mode.

“Term Rate Mode” means the manner of determining the Term Rate as set forth in Section 204(a)(6) hereof. A Term Rate Mode based on one Nominal Term Rate Period and a Term Rate Mode based on another Nominal Term Rate Period are different Term Rate Modes.

“Term Rate Period” means (a) the Initial Term Rate Period, and (b) any period of three or more Semiannual Periods equal to the applicable Nominal Term Rate Period determined pursuant to Section 204(a)(6) commencing on the Semiannual Date immediately following the last day of the immediately preceding Term Rate Period and running through and ending on the day immediately preceding the Semiannual Date which follows such commencement date by a period equal to such Nominal Term Rate Period; *provided, however*, that the first Term Rate Period after conversion from a Variable Rate (other than a Term Rate) to a Term Rate shall commence on the Conversion Date and end on the day immediately preceding the Semiannual Date which follows the Semiannual Date occurring on or immediately preceding the Conversion Date by a period equal to the applicable Nominal Term Rate Period.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., having a corporate trust office in Pittsburgh, Pennsylvania, the Trustee hereunder, or any successor trustee.

“Unassigned Rights” means the fees and expenses payable to the Issuer under the Agreement, the Issuer’s right to indemnification under the Agreement, and the Issuer’s right to receive notices hereunder and under the Agreement, and the Issuer’s right to execute and deliver supplements and amendments to the Agreement.

“Untendered Bonds” mean any and all Bonds, except Purchased Bonds, that are not properly tendered (by physical delivery, Delivery Order or otherwise) to the Trustee for purchase on or prior to any Purchase Date applicable to such Bonds, for which the Trustee holds in trust an amount sufficient to pay the purchase price thereof, including accrued interest, if any, to such Purchase Date.

“Variable Rate” means the interest rate borne by the Bonds when and if determined in accordance with Section 204 hereof, and shall include the Daily Rate, the Weekly Rate, the Monthly Rate, the Semiannual Rate, the Annual Rate, the Term Rate, and the Index Rate but shall not include the Purchased Bond Rate.

“Variable Rate Bonds” means the Bonds during any period when they bear interest at a Variable Rate.

“Variable Rate Modes” means the Daily Rate Mode, the Weekly Rate Mode, the Monthly Rate Mode, the Semiannual Rate Mode, the Annual Rate Mode, the Term Rate Mode, and the Index Rate Mode, each of which, individually, is a “Variable Rate Mode.”

“Variable Rate Period” means a period during which the Bonds bear interest at any Variable Rate.

“Weekly Rate” means the interest rate borne by the Bonds when and if determined in accordance with Section 204(a)(2) hereof.

“Weekly Rate Determination Date” means (a) the last Business Day before the effective date of a change to the Weekly Rate Mode, and (b) each Wednesday (or, if any such Wednesday is not a Business Day, the next succeeding Business Day) thereafter, so long as the Bonds continues to bear interest at a Weekly Rate.

“Weekly Rate Mode” means, with respect to each Bond, the manner of determining the Weekly Rate with respect to such Bond, as set forth in Section 204(a)(2) hereof.

“Weekly Rate Period” means, with respect to each Bond that bears interest at a Weekly Rate, each period from and including the Weekly Rate Determination Date with respect to such Bond to and including the calendar day immediately preceding the next Weekly Rate Determination Date with respect to such Bond, so long as such Bond continues to bear interest at a Weekly Rate.

“Written Request” with reference to the Issuer means a request in writing signed by an Authorized Officer of the Issuer and with reference to the Corporation means a request in writing signed by an Authorized Officer of the Corporation.

All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles in effect from time to time.

The words “hereof,” “herein,” “hereto,” “hereby” and “hereunder” (except in the form of Bonds), refer to the entire Indenture except as otherwise noted.

Every “request,” “requisition,” “order,” “demand,” “application,” “notice,” “statement,” “consent” or similar action hereunder by the Issuer shall, unless the form thereof is specifically provided, be in writing signed by an Authorized Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa, and all words and terms used in this Indenture and not defined herein shall, if defined in the Agreement, have the meaning set forth therein.

SECTION 102. CERTAIN FUNDS AND ACCOUNTS

All references herein to the “Clearing Fund,” the “Bond Fund, and the “Rebate Fund,” shall mean the funds so designated which are established or authorized to be established pursuant to Article III hereof.

ARTICLE II

THE BONDS

SECTION 201. AUTHORIZED AMOUNT OF BONDS.

No Bonds may be issued under the provisions of this Indenture except in accordance with this Article II. The total principal amount of Bonds that may be issued is hereby expressly limited to \$50,000,000. The Bonds shall be subject to redemption prior to maturity as provided therein and in Article V hereof.

SECTION 202. ISSUANCE OF THE BONDS.

A. (i) The Bonds shall be issued in a single series by the Issuer in accordance with this Indenture and designated as its "University of Pittsburgh Medical Center Revenue Bonds, Series 2010C." The Bonds shall be issuable as fully registered bonds in Authorized Denominations. Unless the Issuer shall otherwise direct, the Bonds shall be numbered from R-1 upward.

(ii) The Bonds, substantially in the form of Exhibit A-3, shall be issued as Weekly Rate Bonds and shall mature, subject to prior redemption, on the Stated Maturity Date.

B. The Bonds shall bear interest from their date, or from the most recent Interest Payment Date to which interest has been paid, whichever is later, payable on each Interest Payment Date, commencing April 1, 2010, at the rates determined pursuant to this Article II.

C. The Bonds shall be subject to redemption prior to maturity to the extent and as provided in Article V of this Indenture, and shall be subject to tender and purchase to the extent and as provided in Article V of this Indenture.

D. The principal of, premium, if any, and interest on the Bonds shall be payable in any currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts, and such principal and premium, if any, shall be payable at the designated trust or agency office of the Trustee, or its successor Trustee, or at the office of the Paying Agent, if any, named in any such Bond upon presentation and surrender thereof. Payment of the principal of and interest on any Bond shall be made to the Person appearing on the Bond Register as the Owner thereof in the following manner:

1. Prior to the Book-Entry Termination Date, interest for each Bond Interest Period on the Bonds, calculated for each day at the applicable Variable Rate or Fixed Rate shall be paid by the Trustee to the Custodian as the Owner thereof, for the benefit of the Beneficial Owners thereof, in accordance with the procedures set forth in the Letter of Representations. From and after the Book-Entry Termination Date, on each Interest Payment Date, interest due on

each Bond shall be paid by check or draft mailed by the Trustee on such Interest Payment Date, any applicable Redemption Date (which has not been voided or cancelled as provided herein and provided notice of redemption has been duly given to the Owner of such Bond) and any Acceleration Date to the Person who is the Owner of such Bond on the Record Date for such Interest Payment Date at such Owner's address appearing on the Bond Register; provided, that any Owner of \$1,000,000 or more in aggregate principal amount of Bonds may be paid interest by wire transfer to an account in the United States, but only if, such Owner makes a written request of the Trustee, received before the close of the Trustee's business on the Record Date immediately preceding the date scheduled for the payment of such interest, if any, which request shall specify the account address.

2. Prior to the Book-Entry Termination Date, the principal of and premium, if any, on the Bonds shall be paid by the Trustee to the Custodian as the Owner thereof, for the benefit of the Beneficial Owners thereof, in accordance with the Letter of Representations. From and after the Book-Entry Termination Date, the principal of and premium, if any, on each Bond shall be paid by the Trustee by check or draft payable to the Owner of such Bond. Said check or draft shall be delivered to the Owner or such Owner's duly authorized agent on or after the Stated Maturity Date of such Bond or, if earlier, any applicable Redemption Date (which has not been voided or cancelled as provided herein and provided notice of redemption has been duly given to the Owner of such Bond) or any Acceleration Date, but only upon the presentation for payment and the surrender of such Bond at the Dallas, Texas, agency payment office of the Trustee or at such other location designated in writing by the Trustee, notice of which designation shall be given (at the expense of the Trustee) to each Owner; provided, that any Owner of \$1,000,000 or more in aggregate principal amount of Bonds may be paid principal of and premium, if any, by wire transfer to an account in the United States, but only upon the presentation for payment and surrender of such Bonds at the Dallas, Texas, agency payment office of the Trustee or at such other location designated in writing by the Trustee, notice of which designation shall be given (at the expense of the Trustee) to each Owner, and only if such Owner makes a written request of the Trustee, received before the close of the Trustee's business on the Record Date immediately preceding the date scheduled for the payment of such principal and premium, if any, which request shall specify the account address.

E. Defaulted Interest with respect to any Bond shall cease to be payable to the holder of such Bond as of the relevant Regular Record Date and shall be payable to the holder in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed in the following manner:

1. The Corporation shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with clause (2) hereof), and shall deposit with the Trustee at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment. Money deposited with the Trustee shall be held in trust for the benefit of the holders of the Bonds entitled to such Defaulted Interest as provided in this Section.

2. Following receipt of such funds the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment.

3. The Trustee shall promptly notify the Corporation of such Special Record Date and, in the name and at the expense of the Corporation, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each holder of a Bond entitled to such notice at the address of such holder as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

F. Book-Entry System.

1. On the Closing Date, all Bonds maturing in the same Maturity Year shall be issued in the form of a single certificate, which certificate shall be registered in the name of the Custodian or its nominee, and delivered to the Custodian or its agent. The Custodian shall hold each such Bond certificate in fully immobilized form for the benefit of the Beneficial Owners pursuant to the Letter of Representations until the earliest to occur of either

(a) the date of maturity of the Bonds, at which time the Custodian shall surrender such certificates to the Trustee for cancellation upon payment by the Trustee of the principal of and interest on the Bonds coming due on such date; or

(b) the Redemption Date of any Bonds evidenced by such certificate, at which time the Custodian shall surrender such certificate to the Trustee for cancellation and exchange for a new immobilized certificate in the aggregate principal amount of the Bonds remaining unredeemed, if any, following payment by the Trustee of the principal of, premium, and interest on the Bonds coming due on such Redemption Date; or

(c) each Conversion Date, at which time the Custodian shall surrender such certificate to the Trustee for cancellation and exchange for a single, new certificate provided to the Trustee by or on behalf of the Issuer at the expense of the Corporation in the respective aggregate principal amount(s) of all of the Bonds; or

(d) the Book-Entry Termination Date; or

(e) the date the Issuer at the written request of the Corporation determines to utilize a new Custodian for the Bonds, at which time the then-existing Custodian shall surrender the immobilized certificate to the Trustee for transfer to the new Custodian and cancellation as herein provided.

If the earliest to occur of the aforementioned events is an event described in Section 202(F)(1)(b) hereof, and a new certificate is issued and delivered to the Custodian for any unredeemed portion of the Bonds, such new certificate shall again be held by the Custodian in fully immobilized form for the benefit of the Beneficial Owners pursuant to the Letter of Representations until the next occurrence of one of the events described in this Section 202(F)(1).

2. For so long as any Outstanding Bonds are registered in the name of the Custodian or its nominee and held by the Custodian in fully immobilized form, as described in Section 202(F)(1) hereof, (1) the rights of the Beneficial Owners shall be evidenced solely by an electronic and/or manual entry made from time to time on the records established and maintained by the Custodian in accordance with the Letter of Representations, and (2) no certificates evidencing such Bonds shall be issued and registered in the name of the Beneficial Owner or such Beneficial Owner's nominee.

3. The "Book-Entry" system of registering ownership of the Bonds may be terminated by the Issuer upon Written Request from the Corporation (provided the Corporation is not then in default of any payment then due on the Outstanding Bonds). Upon receipt of such request the Issuer shall deliver to the Trustee (i) a Written Request that it issue and deliver Bond certificates to each Beneficial Owner or such Beneficial Owner's nominee on the Book-Entry Termination Date; and (ii) a list identifying the Beneficial Owners as to name, address, amount of Bonds to be held and taxpayer identification number, and shall also deliver a supply of such certificates to the Trustee, if necessary for such purpose. Upon surrender to the Trustee of the immobilized certificates evidencing all of the then Outstanding Bonds, the Trustee, based on the information provided to it by the Issuer as provided above, shall issue and deliver new certificates to each Beneficial Owner or such Beneficial Owner's duly appointed agent, naming such Beneficial Owner or such Beneficial Owner's agent as the Owner thereof. Such certificates shall be in Authorized Denominations. Following such issuance, the Owners of such Bonds may transfer and exchange such Bonds in accordance with Section 211 hereof.

4. NEITHER THE ISSUER NOR THE TRUSTEE NOR THE CORPORATION WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS, BENEFICIAL OWNERS OR OTHER NOMINEES OF SUCH BENEFICIAL OWNERS FOR (1) SENDING TRANSACTION STATEMENTS; (2) MAINTAINING, SUPERVISING OR REVIEWING, OR THE ACCURACY OF, ANY RECORDS MAINTAINED BY DTC OR ANY PARTICIPANT OR OTHER NOMINEES OF SUCH BENEFICIAL OWNERS; (3) PAYMENT OR THE TIMELINESS OF PAYMENT BY DTC TO ANY PARTICIPANT, OR BY ANY PARTICIPANT OR OTHER NOMINEES OF BENEFICIAL OWNERS TO ANY BENEFICIAL OWNER, OF ANY AMOUNT DUE IN RESPECT OF THE PRINCIPAL OF OR REDEMPTION PREMIUM, IF ANY, OR INTEREST ON BOOK-ENTRY BONDS; (4) DELIVERY OR TIMELY DELIVERY BY DTC TO ANY PARTICIPANT, OR BY ANY PARTICIPANT OR OTHER NOMINEES OF BENEFICIAL OWNERS TO ANY BENEFICIAL OWNERS, OF ANY NOTICE (INCLUDING NOTICE OF REDEMPTION) OR OTHER COMMUNICATION WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE APPLICABLE INDENTURE TO BE GIVEN HOLDERS OR OWNERS OF BOOK-ENTRY BONDS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF BOOK-ENTRY BONDS; OR (6) ANY ACTION TAKEN BY DTC OR ITS NOMINEE AS THE REGISTERED OWNER OF BOOK-ENTRY BONDS.

SECTION 203. INTEREST ON BONDS-GENERAL.

A. All Bonds (other than Purchased Bonds) shall operate in the same Interest Mode at any given time.

B. From the Closing Date until a Conversion Date for the Bonds, if any, the Bonds shall bear interest at the Weekly Rate (computed on the basis of a 365 or 366 day year, as applicable, for the number of days actually elapsed).

C. From and after a Conversion Date pertaining to a Change to Variable Rate Mode with respect to the Bonds until a subsequent Conversion Date, the Bonds shall bear interest at the specified Variable Rate (computed on the basis of a 365 or 366 day year, as applicable, for the number of days actually elapsed with respect to any period during which the Bonds bear interest at a SIFMA-based Index Rate, a Daily Rate, a Weekly Rate or a Monthly Rate, or on the basis of a 360-day year of twelve 30-day months with respect to any period during which a Bond bears interest at either a Semiannual Rate, an Annual Rate or a Term Rate, or on the basis of a 360-day year for the number of days actually elapsed during the period where the Bonds bear interest at a LIBOR-based Index Rate).

D. From and after the Fixed Rate Date with respect to the Bonds, the Bonds shall bear interest at Fixed Rates (computed on the basis of a 360-day year, consisting of twelve 30-day months).

E. Each Purchased Bond shall bear interest at the Purchased Bond Rate.

F. Interest on the Bonds shall accrue at the applicable interest rate for each Bond Interest Period and shall be payable in arrears on each applicable Interest Payment Date.

SECTION 204. INTEREST ON VARIABLE RATE BONDS OTHER THAN BONDS IN AN INDEX RATE MODE .

A. Bonds in Variable Rate Modes (other than the Index Rate Mode) shall operate as described in this Section 204. Index Rate Bonds shall operate as described in Section 205.

1. Daily Rate Mode. During any period in which Bonds bear interest at a Daily Rate, the Remarketing Agent, having due regard to prevailing market conditions, shall certify to the Trustee by Electronic Means on each Business Day the interest rate which would be, but would not exceed, the interest rate which would result in the fair market value of such Bond being 100% of the principal amount thereof, if such Bond were sold on such Business Day; provided, that such interest rate shall not exceed the Maximum Rate. Such interest rate shall be the Daily Rate with respect to such Bond for such Business Day. The Daily Rate for any non-Business Day shall be either the rate certified by the Remarketing Agent on the last day on which such a certification was made, or if such non-Business Day is the first day of a period during which such Bonds bear interest at a Daily Rate, the rate established on the last Business Day before the date of such commencement of such period.

If for any reason the Remarketing Agent does not set a Daily Rate on any Business Day or a court holds that the rate set for any day is invalid, illegal or unenforceable, the Daily Rate for such Bond for that day shall be the SIFMA Municipal Index.

2. Weekly Rate Mode. On the last Business Day before the effective date of a change to the Weekly Rate Mode and on each Weekly Rate Determination Date thereafter, so long as any such Bond continues to bear interest at a Weekly Rate, the Remarketing Agent, having due regard to prevailing market conditions, shall certify to the Trustee by Electronic Means the interest rate which would be, but would not exceed, the interest rate which would result in the fair market value of such Bond being 100% of the principal amount thereof, if such Bond were sold on such Weekly Rate Determination Date; provided, that such interest rate shall not exceed the Maximum Rate. Such interest rate shall be the Weekly Rate for such Bond for the next Weekly Rate Period.

If for any reason the Remarketing Agent does not set a Weekly Rate on any Weekly Rate Determination Date or a court holds that the rate set for any Weekly Rate Period is invalid, illegal or unenforceable, the Weekly Rate for such Bonds for that Weekly Rate Period shall be the SIFMA Municipal Index.

3. Monthly Rate Mode. On the last Business Day before the effective date of a change to the Monthly Rate Mode and on each Monthly Rate Determination Date thereafter, so long as any such Bond continues to bear interest at a Monthly Rate, the Remarketing Agent, having due regard to prevailing market conditions, shall certify to the Trustee by Electronic Means the interest rate which would be, but would not exceed, the interest rate which would result in the fair market value of any Bonds being 100% of the principal amount thereof, if the Bonds were sold on such Monthly Rate Determination Date; provided, that such interest rate shall not exceed the Maximum Rate. Such interest rate shall be the Monthly Rate for such Bonds for the next Monthly Rate Period.

If for any reason the Remarketing Agent does not set a Monthly Rate on any Monthly Rate Determination Date or a court holds that the rate set for any Monthly Rate Period is invalid, illegal or unenforceable, the Monthly Rate for such Bonds for that Monthly Rate Period shall be calculated by the Corporation using the following criteria: 75% of the interest rate for 30-day taxable commercial paper (prime paper placed through dealers) as published in The Wall Street Journal in the last issue published on or the day before the day on which the Remarketing Agent would have set the Monthly Rate.

4. Semiannual Rate Mode. On the last Business Day before the effective date of a change to the Semiannual Rate Mode and on each Semiannual Rate Determination Date thereafter so long as any such Bond continues to bear interest at a Semiannual Rate, the Remarketing Agent, having due regard to prevailing market conditions, shall certify to the Trustee by Electronic Means the interest rate which would be, but would not exceed, the interest rate which would result in the fair market value of such Bonds being 100% of the principal amount thereof, if such Bonds were sold on such Semiannual Rate Determination Date; provided, that such interest rate shall not exceed the Maximum Rate. Such interest rate shall be the Semiannual Rate for such Bonds for the next Semiannual Rate Period.

If for any reason the Remarketing Agent does not set a Semiannual Rate on any Semiannual Rate Determination Date or a court holds that the rate set for any Semiannual Rate Period is invalid, illegal or unenforceable, the Semiannual Rate for such Bonds for that Semiannual Rate Period shall be calculated by the Corporation using the following criteria: 80% of the yield shown for six-month United States Treasury Notes or Bonds, as published in The Wall Street Journal in the last issue published on or before the Business Day immediately preceding the commencement of such Semiannual Rate Period; and if that issue does not contain such a yield, the Semiannual Rate shall be determined by linear interpolation between the yields shown in that issue for United States Treasury Notes and Bonds having the next shorter and next longer number of months to maturity.

5. Annual Rate Mode. On the last Business Day before the effective date of a change to the Annual Rate Mode and on each Annual Rate Determination Date thereafter, so long as any such Bond continues to bear interest at an Annual Rate, the Remarketing Agent, having due regard to prevailing market conditions, shall certify to the Trustee by Electronic Means the interest rate which would be, but would not exceed, the interest rate which would result in the fair market value of such Bonds being 100% of the principal amount thereof, if the Bonds were sold on such date; provided, that such interest rate shall not exceed Maximum Rate. Such interest rate shall be the Annual Rate for such Bond for the next Annual Rate Period.

If for any reason the Remarketing Agent does not set an Annual Rate on any Annual Rate Determination Date or a court holds that the rate set for any Annual Rate Period is invalid, illegal or unenforceable, the Annual Rate for such Bonds for that Annual Rate Period shall be calculated by the Corporation using the following criteria: 80% of the yield shown for twelve-month United States Treasury Notes or Bonds, as published in The Wall Street Journal in the last issue published on or before the Business Day immediately preceding the commencement of such Annual Rate Period; and if such issue does not contain such a yield, the Annual Rate will be determined by linear interpolation between the yields shown in such issue for United States Treasury Notes and Bonds having the next shorter and next longer number of months to maturity.

6. Term Rate Mode. On the last Business Day before the effective date of a change to the Term Rate Mode and on each Term Rate Determination Date thereafter, so long as any such Bond continues to bear interest at a Term Rate, the Remarketing Agent, having due regard to prevailing market conditions, shall certify to the Trustee by Electronic Means the interest rate which would be, but would not exceed, the interest rate which would result in the fair market value of such Bonds being 100% of the principal amount thereof, if the Bonds were sold on such date; provided, that such interest rate shall not exceed the Maximum Rate. Such interest rate shall be the Term Rate for such Bond for the next Term Rate Period.

If for any reason the Remarketing Agent does not set a Term Rate on any Term Rate Determination Date or a court holds that the rate set for any Term Rate Period is invalid, illegal or unenforceable, the Term Rate for such Bonds for that Term Rate Period shall be calculated by the Corporation using the following criteria: 80% of the yield shown for X-month (X being equal to the number of months in such Term Rate Period) United States Treasury Notes or Bonds, as published in The Wall Street Journal in the last issue published on or before the

Business Day immediately preceding the commencement of such Term Rate Period; and if such issue does not contain such a yield, the Term Rate will be determined by linear interpolation between the yields shown in such issue for United States Treasury Notes and Bonds having the next shorter and next longer number of months to maturity.

7. The certifications to be made by the Remarketing Agent pursuant to this Section shall be made available by 12:00 Noon, New York City time, communicated by Electronic Means by the Remarketing Agent to the Trustee on the dates required or requested hereunder. The Trustee shall be entitled to conclusively rely on, and be protected in acting in accordance with, any such certification.

B. The Remarketing Agent shall notify the Trustee and the Corporation by Electronic Means, no later than 12:00 noon, New York City time:

1. On the Business Day preceding each Purchase Date occurring at the request of any Owner of a Bond during a period in which such Bond bears interest at either a Daily Rate or a Weekly Rate, of the Daily Rate or Weekly Rate, as the case may be, in effect for each day since the last day of the next preceding Bond Interest Period with respect to such Bond; and

2. On the Business Day preceding any Redemption Date occurring during a period in which any Bond bears interest at either a Daily Rate or a Weekly Rate which Redemption Date is not the first day of a calendar month, of the Daily Rate or Weekly Rate, as the case may be, in effect for each day since the last day of the next preceding Bond Interest Period with respect to such Bond; and

3. On (A) the Business Day preceding the Effective Date of any Alternate Liquidity Support Facility or Alternate Credit Facility, or (B) the penultimate Business Day preceding the Expiration Date of any Liquidity Support Facility or Credit Support Facility, but only if such Effective Date or Expiration Date, as the case may be, occurs during a period in which the Bonds bear interest at a Daily Rate or a Weekly Rate, and which Effective Date or Expiration Date is not the first day of a calendar month, of the Daily Rate or Weekly Rate in effect for each day since the last day of the next preceding Bond Interest Period with respect to such Bond; and

4. On each Daily Rate Determination Date, of the Daily Rate in effect for each Bond which bears interest at a Daily Rate for the next Daily Rate Period; and

5. On each Weekly Rate Determination Date, of the Weekly Rate in effect for each Bond which bears interest at a Weekly Rate for the next Weekly Rate Period; and

6. On each Monthly Rate Determination Date, of the Monthly Rate in effect for each Bond which bears interest at a Monthly Rate for the next Monthly Rate Period; and

7. On each Semiannual Rate Determination Date, of the Semiannual Rate for each Bond which bears interest at a Semiannual Rate for the next Semiannual Rate Period; and

8. On each Annual Rate Determination Date, of the Annual Rate for each Bond which bears interest at an Annual Rate for the next Annual Rate Period; and

9. On each Term Rate Determination Date, of the Term Rate for each Bond which bears interest at a Term Rate for the next Term Rate Period.

C. The determination of Variable Rates, and the calculation of interest payable on any Variable Rate Bonds as provided in this Section 204 shall be conclusive and binding on the Issuer, the Trustee, the Remarketing Agent, the Corporation, the Liquidity Support Provider, if any, the Credit Support Provider, if any, the Owners of the Bonds and any Beneficial Owners of the Bonds.

SECTION 205. INTEREST ON THE INDEX RATE BONDS.

At the option of the Corporation and with the consent of the Credit Facility Provider (if any), the Bonds may be converted to bear interest at the Index Rate. Prior to any conversion to an Index Rate, the Issuer shall enter into a Supplemental Indenture setting forth the index, the spread, the redemption provisions, the term and the consequences of a failure to remarket at the end of the term. The Corporation shall select the index on which the Index Rate shall be based not less than five Business Days prior to the Index Rate Determination Date. Such index may be the Consumer Price Index, LIBOR, SIFMA Swap Index or any other index which the Corporation with the consent of the Remarketing Agent deems appropriate. The Remarketing Agent shall determine the percentage and/or the spread to be used in calculating the Index Rate not later than 4:00 p.m. New York City time on the Index Rate Determination Date. The percentage and/or the spread shall be the lowest percent which when multiplied by the index, in the reasonable judgment of the Remarketing Agent and the written consent of the Corporation, the Remarketing Agent determines will result in selling the Bonds at a price equal to the Purchase Price on the Index Rate Determination Date. At the time the Remarketing Agent determines the percentage and/or the spread by which the index is multiplied, the Remarketing Agent shall also determine the interest rate for the initial Index Interest Payment Period from the date the interest mode on the Bonds was changed to the Index Rate Mode to the first Interest Payment Date in the Index Mode, the frequency with which the Indexed Rate shall be recalculated, the Index Interest Payment Periods, the Regular Record Date, and the Interest Payment Dates applicable to the Bonds in the Index Rate Mode. The Remarketing Agent shall make such information available by Electronic Means to any Holder requesting such information or to the Corporation, the Issuer, the Trustee, or the Credit Facility Provider (if any). Upon request of any Holder, the Corporation, the Issuer, or the Credit Facility Provider (if any), the Trustee shall give notice of such information by Electronic Means. On each date on which the Index Rate is recalculated, the Calculation Agent shall give notice of such rate by Electronic Means upon request from any Holder, the Corporation, the Issuer, the Credit Facility Provider (if any). Such determination shall be conclusive and binding upon the Corporation, the Issuer, the Trustee, the Tender Agent, the Credit Facility Provider (if any), the Remarketing Agent and the Holders.

SECTION 206. RESERVED.

SECTION 207. CONVERSION BETWEEN MODES.

All Bonds must operate in the same Interest Mode. Following conversion of the Bonds to the Fixed Rate Mode, Bonds of different maturities may bear interest at different Fixed Rates but all Bonds of the same maturity shall bear interest at the same Fixed Rate. Accordingly, if any Bonds are to be converted into a different Interest Mode, all Bonds must be converted into such different Interest Mode at the same time.

A. Reserved.

B. Reserved.

C. Conversion from one Variable Rate Mode to different Variable Rate Mode.

1. While the Bonds are in any Variable Rate Mode, the Corporation may effect a change to a different Variable Rate Mode (or if such Bonds are in a Term Rate Mode, to a Term Rate Mode having a different Nominal Term Rate Period) by delivering a written notice in substantially the form attached hereto as Exhibit B to the Remarketing Agent, the Trustee, the Liquidity Support Provider that provides Liquidity Support Facility for the Bonds, if any, the Credit Support Provider that provides a Credit Support Facility for the Bonds, if any, and the Custodian (if prior to the Book-Entry Termination Date) that the Bonds will be converted from the applicable Variable Rate Mode to another specified Variable Rate Mode on a proposed effective date specified in such notice, which proposed effective date shall be not less than 30 days from the date of such notice and shall be a Business Day and an Interest Payment Date.

In connection with each conversion to a Term Rate Mode, the Nominal Term Rate Period shall be selected by the Corporation and designated in such notice; provided, Bonds in a Term Rate Mode cannot be converted to another Variable Rate Mode prior to the date on or after which Bonds may first be redeemed at the option of the Corporation at the redemption price of par.

2. The Trustee shall mail the notice received pursuant to Section 207(C)(1) hereof on or before the third Business Day after receipt thereof to the Owners of the Bonds to be converted.

3. A Change to Variable Rate Mode shall be effective pursuant to Section 207(C)(1) hereof only if the Trustee shall have received:

(a) By 11:00 a.m., New York City time, on the Business Day prior to the effective date of such Change to a Variable Rate Mode a certificate from the Remarketing Agent disclosing the applicable Variable Rate established by such Remarketing Agent for the applicable initial Variable Rate Period;

(b) By 4:00 p.m., New York City time, on the effective date of such Change to a Variable Rate Mode, a certificate from such Remarketing Agent that all of the

Bonds tendered or deemed tendered have been purchased at a price equal to the principal amount thereof; and

(c) An Opinion of Bond Counsel to the effect that a Change to Variable Rate Mode will not adversely effect the validity of the Bonds or the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(d) If a Liquidity Support Facility is then in effect with respect to Bonds to be converted and, following such conversion, such Liquidity Support Facility will remain in effect, and if required by the terms of the Liquidity Support Facility Agreement, satisfactory written evidence that the Liquidity Support Provider has consented to such conversion.

4. Notwithstanding the foregoing, in the event that all Bonds are not remarketed on the proposed effective date of the Change to a Variable Rate Mode, or if any of the conditions referred to in Section 207(C)(3) hereof is not met, the Bonds:

(a) will not be converted to the new Variable Rate Mode,

(b) in not in the Index Rate Mode, will be subject to mandatory tender pursuant to Section 503 hereof on the proposed effective date of the Change to a Variable Rate, and

(c) if the change is from a Variable Rate Mode other than the Index Rate Mode, will automatically convert to a Weekly Rate Mode with an initial Variable Rate equal to the Variable Rate determined by the Remarketing Agent on the proposed effective date of such Change to a Variable Rate; *provided, however*, that if the Bonds were operating in an Annual Rate Mode or a Term Rate Mode prior to the proposed effective date of the change to a different Variable Rate Mode, the Bonds shall be remarketed and operate on such proposed effective date of the change to a different Variable Rate Mode as follows:

(i) if there is delivered to the Trustee and the Remarketing Agent an Opinion of Counsel from Bond Counsel to the effect that remarketing the Bonds in the Weekly Rate Mode on such proposed effective date of the Change to a Variable Rate Mode will not adversely affect the validity of the Bonds or the exclusion of the interest on the Bonds from gross income for federal income tax purposes, in the Weekly Rate Mode, or

(ii) if no such Opinion of Counsel is delivered, as described in the immediately preceding paragraph, the Annual Rate Mode or Term Rate Mode, as applicable.

If the conditions for effecting a Change to a Variable Rate Mode have not been satisfied, the Trustee shall give a notice in substantially the form attached hereto as Exhibit C to the Remarketing Agent and the Owners of the Bonds proposed to be converted.

With respect to any Change to Variable Rate Mode, if there is in effect a Liquidity Support Facility with respect to the Bonds to be converted, and the then-effective Liquidity Support Facility will no longer be in effect following such Change to Variable Rate Mode, and in

connection with such Change to Variable Rate Mode, the Bonds supported by the then-effective Liquidity Support Facility will be subject to mandatory tender for purchase, the Trustee shall not surrender the then-effective Liquidity Support Facility until such Liquidity Support Facility has been drawn upon to pay the purchase price of such Bonds upon such mandatory tender for purchase, to the extent and as provided by the terms of this Indenture.

D. Conversion to Fixed Rate Mode.

1. While the Bonds are in any Variable Rate Mode, the Corporation may effect a conversion to a Fixed Rate Mode by delivering a written notice in the form attached hereto as Exhibit D (the “Fixed Rate Conversion Notice”) to the Trustee, the Liquidity Support Provider that provides Liquidity Support Facility for the Bonds, if any, the Credit Support Provider that provides a Credit Support Facility for the Bonds, if any, the Custodian (if prior to the Book-Entry Termination Date), and the Remarketing Agent. The Fixed Rate Conversion Notice shall specify that the Bonds will be converted from the Variable Rate Mode to the Fixed Rate Mode on the proposed Fixed Rate Date and will bear interest at the Fixed Rate from and after the Fixed Rate Date. The proposed Fixed Rate Date shall be not less than 35 days from the date of such Fixed Rate Conversion Notice and shall be a Business Day and an Interest Payment Date.

2. Subject to the terms and conditions hereof, on and after the Fixed Rate Date, the Bonds shall cease to bear interest at the applicable Variable Rate and shall bear interest at the rate or rates of interest per annum established and certified to the Trustee pursuant to the Fixed Rate Commitment (as hereinafter defined) no later than 11:00 a.m., New York City time, on the Business Day prior to the Fixed Rate Date.

3. At least 30 days prior to the proposed Fixed Rate Date, the Trustee shall give written notice to the Owners of the Bonds that such Bonds will be converted to and will bear interest at the Fixed Rate, which notice shall state (A) the Fixed Rate Date, and (B) that all Bonds shall be subject to mandatory purchase on such Fixed Rate Date. The purchase of the Bonds will be at a purchase price equal to 100% of the principal amount thereof plus accrued interest. The Owner of any Bond with respect to which such notice is given may not elect to retain its Bond.

4. (a) With respect to a change to a Fixed Rate from any Variable Rate, the Trustee shall receive:

(1) An Officer’s Certificate from the Corporation by no later than the tenth day prior to the proposed Fixed Rate Date that a Fixed Rate Commitment has been entered into;

(2) By 11:00 a.m., New York City time, on the Business Day prior to the Fixed Rate Date, in writing or by Electronic Means: (i) an Officer’s Certificate from the Corporation authorizing the establishment of the Fixed Rate, and (ii) a written notice from the counterparty to the Fixed Rate Commitment setting forth the Fixed Rate established pursuant to the Fixed Rate Commitment;

(3) By 4:00 p.m., New York City time, on the Fixed Rate Date, a certificate from the Trustee that all of the Bonds tendered or deemed tendered have been purchased at a price equal to the principal amount thereof, with funds provided from the remarketing of such Bonds in accordance with a Fixed Rate Commitment;

(4) An Opinion of Counsel from Bond Counsel to the effect that a conversion to the Fixed Rate will not adversely affect the validity of the Bonds or the exclusion of the interest on the Bonds from gross income for federal income tax purposes; and

(5) If a Liquidity Support Facility is then in effect with respect to Bonds to be converted, and if required by the terms of the Liquidity Support Facility Agreement, satisfactory written evidence that either (i) the Liquidity Support Facility is being terminated in connection therewith and the Liquidity Support Facility Provider will be fully reimbursed for all drawings on the Liquidity Support Facility at or before such conversion, or (ii) the Liquidity Support Provider has consented to such conversion.

(b) If any one of the conditions referred to in Section 207(D)(4)(a) above is not met with respect to any change to a Fixed Rate from any Variable Rate, the Bonds:

(1) will not be converted to the Fixed Rate Mode,

(2) if not in the Index Rate Mode, shall be subject to mandatory purchase pursuant to Section 504 hereof on the proposed Conversion Date to the Fixed Rate Mode,

(3) if not in the Index Rate Mode, shall be remarketed on the proposed Conversion Date in the Weekly Rate Mode; *provided, however*, that if the Bonds were operating in an Annual Rate Mode or Term Rate Mode prior to the proposed Conversion Date, Bonds shall be remarketed and operate on such proposed Conversion Date as follows: (i) if there is delivered to the Trustee an Opinion of Counsel from Bond Counsel to the effect that remarketing the Bonds in the Weekly Rate Mode on such proposed Conversion Date to the Fixed Rate Mode will not adversely affect the validity of the Bonds or the exclusion of the interest on the Bonds from gross income for federal income tax purposes, in the Weekly Rate Mode, or (ii) if no such Opinion of Counsel is delivered (as described in the immediately preceding paragraph), the Annual Rate Mode or Term Rate Mode, as applicable.

(4) if the proposed conversion was from the Variable Rate Mode (other than the Index Rate Mode), shall bear interest at an initial Variable Rate equal to the Variable Rate determined by the Remarketing Agent on the proposed Conversion Date.

If any of the foregoing conditions is not met, the Trustee shall mail to the Corporation, the Liquidity Support Provider that provides a Liquidity Support Facility for the Bonds, if any, the Credit Support Provider that provides a Credit Support Facility for the Bonds, if any, the Remarketing Agent and the Owners of the Bonds, notice thereof in substantially the form attached hereto as Exhibit E within three Business Days after the failure to meet any of said conditions.

With respect to conversion of Bonds to a Fixed Rate Mode, if there is in effect a Liquidity Support Facility with respect to the Bonds to be converted, and if the then-effective Liquidity Support Facility will no longer be in effect following such conversion, and in connection with such conversion to Fixed Rate Mode, the Bonds supported by the then-effective Liquidity Support Facility will be subject to mandatory tender for purchase, the Trustee shall not surrender the then-effective Liquidity Support Facility until such Liquidity Support Facility has been drawn upon to pay the purchase price of such Bonds upon such mandatory tender for purchase, to the extent and as provided by the terms of this Indenture.

E. Additional Requirements for Conversion From Index Rate Mode to Another Mode. Index Rate Bonds may only be converted from the Index Rate Mode to another Mode on a date that the Bonds are subject to optional redemption. The Index Rate Bonds are subject to mandatory tender on the conversion date at a purchase price equal to their redemption price. A condition to conversion from the Index Rate Mode to another Mode is that all Bonds are remarketed. If that or any other condition to conversion is not satisfied, the Bonds will not be subject to mandatory purchase and will remain in the Index Rate Mode with the Index Rate determined as if no conversion had been proposed.

F. Replacement Bonds. At the expense of the Corporation, the Issuer and the Trustee shall deliver replacement Bonds bearing the Fixed Rate for converted Bonds tendered or deemed tendered by the Owner thereof on the Fixed Rate Date. Any such replacement Bonds shall be executed and authenticated as provided herein.

SECTION 208. EXECUTION; LIMITED OBLIGATION; NO LIABILITY OF COMMONWEALTH.

A. The Bonds shall be executed on behalf of the Issuer by the facsimile or manual signature of its Chairman or Vice Chairman and its Secretary or any Assistant Secretary (or such other Authorized Officer of the Issuer) and shall have impressed or printed manually or by facsimile thereon the corporate seal of the Issuer. The facsimile signatures of such officers shall have the same force and effect as if such officer had manually signed each of such Bonds. In case any officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he/she had remained in office until delivery.

B. The Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Trust Estate (except to the extent paid out of moneys attributable to Bond proceeds or the income from the temporary investment thereof and under certain circumstances, Net Proceeds, and except for the Unassigned Rights) and shall be a valid claim of the respective holders thereof only against the funds and accounts established under this Indenture, other than the Rebate Fund, and other moneys held by the Trustee for the benefit of the Bondholders and the payment due or to become due upon or under this Indenture (except for the Unassigned Rights) all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of,

premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture.

C. THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE TRUST ESTATE. NEITHER THE PRINCIPAL OF THE BONDS, NOR THE INTEREST ACCRUING THEREON, SHALL EVER CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER OR AN INDEBTEDNESS OF THE COMMONWEALTH OF PENNSYLVANIA OR ANY POLITICAL SUBDIVISION OR INSTRUMENTALITY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER OR SHALL EVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COMMONWEALTH OF PENNSYLVANIA OR ANY POLITICAL SUBDIVISION OR INSTRUMENTALITY THEREOF, NOR WILL THE BONDS BE, OR BE DEEMED TO BE, AN OBLIGATION OF THE COMMONWEALTH OF PENNSYLVANIA OR ANY POLITICAL SUBDIVISION OR INSTRUMENTALITY THEREOF. THE ISSUER HAS NO TAXING POWER.

SECTION 209. AUTHENTICATION.

No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially as set forth in the form of the Bonds shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds issued hereunder.

SECTION 210. FORM OF BONDS AND TEMPORARY BONDS.

The Bonds shall initially be issued in substantially the same form as Exhibit A-1, A-2, A-3 or A-4 hereto, as appropriate, which is incorporated herein by this reference, but with such changes as may be necessary or appropriate, in the Opinion of Bond Counsel, to conform such Bonds, as the case may be, to the applicable provisions of this Indenture.

Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds shall be of such denomination or denominations as may be determined by the Issuer, and may contain such references to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Issuer and then authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the Issuer issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds may be surrendered for cancellation in exchange therefor at the designated office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of the same maturity and Authorized Denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds authenticated and delivered hereunder.

SECTION 211. REGISTRATION, TRANSFER AND EXCHANGE.

A. The ownership of each Bond shall be recorded in the registration books of the Issuer, which books shall be kept by the Trustee at its designated office and shall contain such information as is necessary for the proper discharge of the Trustee's duties hereunder as Trustee, registrar, Paying Agent and transfer agent.

B. Bonds may be transferred or exchanged as follows:

1. Any Bond may be transferred if endorsed for such transfer by the holder thereof and surrendered by such holder or his duly appointed attorney at the designated office of the Trustee, whereupon the Trustee shall authenticate and deliver to the transferee a new Bond or Bonds of the same maturity and in the same denomination as the Bond surrendered for transfer or in other Authorized Denominations of the same maturity equal in the aggregate to the principal amount of the surrendered Bond.

2. Any Bond or Bonds of a particular maturity may be exchanged for one or more Bonds of the same maturity and in the same principal amount but in different Authorized Denominations of the same maturity. Each Bond so to be exchanged shall be surrendered by the holder thereof or his duly appointed attorney at the designated office of the Trustee, whereupon a new Bond or Bonds shall be authenticated and delivered to the holder.

3. In the case of any Bond properly surrendered for partial redemption, the Trustee shall authenticate and deliver a new Bond in exchange therefor, such new Bond to be of the same maturity and in an Authorized Denomination equal to the unredeemed principal amount of the surrendered Bond; provided that, in its option, the Trustee may certify the amount and date of partial redemption upon the partial redemption certificate, if any, printed on the surrendered Bond and return such surrendered Bond to the holder in lieu of an exchange.

Upon surrender of any Bonds to be transferred or exchanged, the Trustee shall record the transfer or exchange in the Bond Register and shall authenticate and deliver new Bonds appropriately registered and in appropriate Authorized Denominations.

C. New Bonds delivered upon any transfer, exchange or substitution, shall be valid obligations of the Issuer, evidencing the same debt as the Bonds surrendered and shall be secured by this Indenture and entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

D. Restrictions on Transfers and Exchange.

Except as provided in Article V hereof, the Trustee shall not be required to register the transfer or exchange of any Bond (i) during a period beginning at the opening of business fifteen days before the day of the mailing of notice of redemption of the Bonds and ending at the close of business on the day of such mailing, (ii) at any time following the selection of such Bond, in whole or in part, for redemption, or (iii) during the period commencing on a Record Date and ending on the corresponding Interest Payment Date. No transfer or exchange shall be valid or effective for any purpose hereunder except as provided above.

SECTION 212. MUTILATED, DESTROYED, LOST OR STOLEN BONDS.

A. If any Bond is mutilated, lost, stolen or destroyed, the holder thereof shall be entitled to the issuance of a substitute Bond only as follows:

1. in all cases, the Bondholder shall provide indemnity to the Trustee and the Issuer and the Corporation against any and all claims arising out of or otherwise related to the issuance of substitute Bonds pursuant to this Section;

2. in the case of a mutilated Bond the Bondholder shall surrender the Bond to the Trustee for cancellation; and

3. in the case of a lost, stolen or destroyed Bond (A) the Bondholder shall provide evidence, satisfactory to the Issuer and the Trustee, of the ownership and the loss, theft or destruction of the affected Bond and (B) neither the Issuer nor the Trustee shall have notice that the affected Bond has been registered by any Person other than the applicable Bondholder.

Upon compliance with the foregoing, a new Bond of like tenor and denomination, executed by the Issuer, shall be authenticated by the Trustee and delivered to the Bondholder, all at the expense of the Bondholder to whom the substitute Bond is delivered. Notwithstanding the foregoing, the Trustee shall not be required to authenticate and deliver any substitute for a Bond which has been called for redemption or which has matured or which will mature within (30) thirty days of a Bondholder's request for a substitute Bond, and, in any such case, the principal or redemption price then due or becoming due shall be paid by the Trustee in accordance with the terms of the mutilated, lost, stolen or destroyed Bond and this Indenture without substitution therefor.

B. Every substituted Bond issued pursuant to this Section 212 shall constitute an additional contractual obligation of the Issuer, whether or not the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder.

C. All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments, investments or other securities without their surrender.

SECTION 213. CANCELLATION AND DESTRUCTION OF SURRENDERED BONDS.

In accordance with applicable laws and regulations and the Trustee's applicable policies and procedures, the Trustee shall cancel and destroy (a) all Bonds surrendered for transfer or exchange, for payment at maturity or for redemption (unless the surrendered Bond is to be partially redeemed and the Trustee elects to return the Bond, certified as to the redemption, to the holder thereof pursuant to Section 211(B)(iii)), (b) all Bonds purchased by the Trustee with

available moneys in Funds established hereunder and for which the Trustee has received a Written Request to cancel, and (c) all Bonds purchased by the Corporation and surrendered to the Trustee for cancellation. The Trustee shall make appropriate notations in its records in respect of all Bonds canceled by it and, in accordance with applicable laws and regulations, and the Trustee's policies and procedures, shall destroy all Bonds so canceled. The Trustee shall deliver to the Issuer and the Corporation a certificate of destruction in respect of all Bonds destroyed in accordance with this Section.

SECTION 214. ACTS OF BONDHOLDERS; EVIDENCE OF OWNERSHIP.

Any action to be taken by Bondholders may be evidenced by one or more concurrent written instruments of similar tenor signed or executed by such Bondholders in person or by their agent appointed in writing. The fact and date of the execution by any Person of any such instrument may be proved by acknowledgment before a notary public or other officer empowered to take acknowledgments or by an affidavit of a witness to such execution. Any action by the holder of any Bond shall bind all future holders of the same Bond in respect of any thing done or suffered by the Issuer or the Trustee in pursuance thereof.

SECTION 215. REPLACEMENT BONDS.

If, pursuant to Section 202(F)(3) hereof, the Issuer determines to discontinue the book entry system, then the Trustee shall notify the Corporation and the Custodian and request the Custodian to notify its Participants of the Issuer's determination and of the availability of certificates with respect to beneficial interests in the Bonds. As provided in Section 202(F)(3) hereof, the Trustee shall cause certificates to be prepared, at the Corporation's expense for delivery to such Beneficial Owners, or their nominees, in appropriate amounts and in accordance with and in reliance upon the Bond registry of the Custodian or custodial records of the Custodian, making such adjustments and allowances as it may find necessary or appropriate as to the date of such certificates, accrued interest and previous calls for redemption.

In such event, all references to the Custodian herein shall relate only to the period of time when the Custodian has possession of at least one Bond and shall be applicable only to such Bond held. Upon issuance of such replacement Bonds ("the Replacement Bonds"), all references herein to obligations imposed upon or to be performed by the Custodian shall be deemed to be imposed upon and performed by the Trustee or alternate or successor transfer agent, to the extent applicable with respect to such Replacement Bonds.

In the event the Custodian resigns or the Issuer makes the determination set forth above and the Corporation or Issuer is unable to locate a qualified successor, then the Trustee, upon receipt of the Bond registry records of the Custodian, shall authenticate and cause delivery of Replacement Bonds with respect to the interests of the Beneficial Owners or certificates with respect to the respective interests of the Participants, or a combination of both, all at the option and written direction of the Participants.

SECTION 216. SUCCESSOR CUSTODIAN.

In the event of a change in the position of Custodian, the Trustee shall request any successor Custodian to present to the Trustee, the Issuer and the Corporation written evidence satisfactory to the Corporation and the Issuer with respect to its ability to discharge its responsibilities. Any such successor Custodian shall be a custodian which is registered as such under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulations, and has done all things required thereby (or, if such requirements are not a requirement of applicable law with respect to the Bonds, the Issuer may permit a successor Custodian with comparable qualifications, upon evidence satisfactory thereof being delivered to the Issuer, the Corporation and the Trustee). The Trustee upon its receipt of a Bond certificate for cancellation shall cause the authorization and delivery of Bond certificates to the successor Custodian (or its nominee) in Authorized Denominations and form as authorized hereunder.

SECTION 217. DELIVERY OF BONDS.

Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds to be issued in the aggregate principal amount of \$50,000,000 and the Trustee shall deliver them to the purchasers as may be directed by the Issuer as hereinafter in this Section 217 provided.

Prior to the delivery by the Trustee of any of the Bonds, there shall be filed with or delivered to the Trustee the following items:

- A. a Certified Resolution of the Issuer authorizing the execution and delivery of the Agreement and this Indenture and the issuance of the Bonds;
- B. originally executed counterparts of this Indenture, the Agreement, Supplemental Master Indenture No. 52, Supplemental Master Indenture No. 13, and the 2010C Notes;
- C. a Written Request of the Issuer to the Trustee to authenticate and deliver the Bonds to the original purchasers thereof upon payment to the Trustee, but for the account of the Issuer, of a sum specified in such request and authorization plus accrued interest thereon, if any, to the date of delivery;
- D. a Written Request of the Issuer or the Corporation to the Trustee detailing the amounts of deposits and transfers of the proceeds of the sale of the Bonds;
- E. an opinion of Counsel to the Issuer acceptable to the underwriters' counsel and Bond Counsel;
- F. an approving opinion of Bond Counsel; and
- G. such other documents as required by the Trustee, Bond Counsel and the original purchasers in connection with the issuance of the Bonds.

SECTION 218. DEPOSIT OF FUNDS.

The Issuer, for and on behalf of the Corporation, shall deposit with the Trustee to the credit of the Clearing Fund all of the proceeds (net of discount, if any) from the sale of the Bonds. The Trustee shall, upon receipt of Written Request from the Issuer and the Corporation, out of such proceeds, make the transfers and deposits specified in such Written Request, which shall include (a) transfers to each respective trustee for the Refunded Bonds, each transfer to be in an amount sufficient to pay the redemption price of the applicable series of Refunded Bonds on March 24, 2010, and (b) payments for a portion of the costs of issuing the Bonds as specified in the Written Request of the Issuer and the Corporation delivered on the Closing Date.

Subsequent to the Closing Date, the Trustee shall pay out of moneys then on deposit in the Clearing Fund such additional costs of issuance as are detailed in the Written Request of the Corporation delivered to the Trustee, which Written Request shall be accompanied by the corresponding invoices. Upon payment of all costs of issuance, any moneys remaining in the Clearing Fund shall in accordance with the provisions of Section 304 hereof be transferred to the Bond Fund.

ARTICLE III
REVENUES AND FUNDS

SECTION 301. PAYMENTS, ETC., TO BE SUFFICIENT.

The Issuer has caused the Corporation to covenant and agree in the Agreement to make installment payments in the amounts sufficient in each Fiscal Year to provide for the payment, when due, of the principal of, premium, if any, and interest payable on the Bonds and to provide for all other deposits and other payments required to be made hereunder.

SECTION 302. PLEDGED REVENUES TO BE PAID OVER TO TRUSTEE.

A. Security. The pledge of the Trust Estate as security for the performance of all obligations of the Issuer hereunder shall be valid and binding from the time such pledge is made but in no circumstances beyond the date from which this Indenture is enforceable. The Trust Estate shall immediately be subject to the lien of the pledge without any physical delivery thereof or further act. Pursuant to the assignment of the Issuer's rights under the Agreement, the installment payments payable by the Corporation shall be paid directly to the Trustee by the Corporation. Upon receipt of any moneys constituting a portion of the Trust Estate hereunder, the Trustee shall deposit the same in the appropriate fund or funds established hereunder. Except as otherwise provided herein, the Trust Estate shall be collected, held and applied for the equal and ratable benefit and security of all Bondholders.

B. Perfection. On or before the Closing Date, pursuant to the Agreement, the Issuer will have caused the Corporation to file all financing statements describing, and transferred such possession or control over, such collateral (and for so long as the pledge of the Trust Estate shall remain effective, the Issuer will cause to be filed, continued, and amended all such financing statements and transfer such possession and control) as may be necessary to establish and maintain such pledge of the Trust Estate in each jurisdiction in which the Corporation is organized or such collateral may be located or that may otherwise be applicable pursuant to Uniform Commercial Code §§9-301 – 9-306 of such jurisdiction.

C. Priority. The Issuer represents and warrants that, other than pursuant to this Indenture, it (1) has not heretofore made a pledge of, granted a lien on or security interest in, or made an assignment or sale of the Trust Estate that ranks on a parity with or prior to the pledge granted hereby and (2) has not described the Trust Estate in a Uniform Commercial Code financing statement that will remain effective when the Bonds are issued. The Issuer shall not hereafter make or suffer to exist any pledge or assignment of, lien on, or security interest in the Trust Estate that ranks prior to or on a parity with the pledge of Trust Estate granted hereby, or file any financing statement describing any such pledge, assignment, lien, or security interest, except as otherwise expressly permitted hereby.

SECTION 303. BOND FUND.

A. General. There is hereby created and established a fund to be known as the Bond Fund (herein, the “Bond Fund”) which shall be held in trust until applied as hereinafter provided. Within the Bond Fund there are hereby established the following account: (i) “General Debt Service Account, and (ii) “Credit Support Facility Account; each to be held in trust by the Trustee.

B. General Debt Service Account. Installment payments paid by the Corporation pursuant to Section 4.02(a) and (b) of the Agreement for payment of principal of and interest on the Bonds, Net Proceeds or installment payments paid by the Corporation with respect to the Bonds pursuant to Section 4.02(c) or (d) of the Agreement received by the Trustee for the purpose of redeeming Bonds; and any other amounts required or permitted to be deposited therein pursuant to the provisions herein shall be deposited into the General Debt Service Account of the Bond Fund.

Moneys so deposited to the General Debt Service Account shall be applied, in the following priority, as follows:

(i) when a Credit Support Facility that is a letter of credit is held by the Trustee with respect to the Bonds, to the reimbursement of the related Credit Support Provider, when due, for moneys drawn under such Credit Support Facility and deposited in the Credit Support Facility Account for payment of the principal of, premium, if any, and interest on the Bonds;

(ii) when no Credit Support Facility that is a letter of credit is held by the Trustee with respect to the Bonds, or when such a Credit Support Facility is in place, but insufficient funds have been received thereunder or when there are insufficient Available Moneys to pay the portion representing premium over par of the optional redemption price of Bonds while they bear interest at a Term Rate, to the payment, when due, of the principal of, premium, if any, and interest on the Bonds, other than Purchased Bonds or Corporation Bonds;

(iii) when no Credit Support Facility that is a letter of credit is held by the Trustee with respect to Bonds, during the 12 month period preceding each Stated Maturity or mandatory redemption date of Bonds, the Trustee shall, at the Written Request of the Corporation and upon deposit of moneys by the Corporation for such purposes, purchase Bonds of the maturity becoming due on such Stated Maturity or mandatory redemption date from funds deposited to the General Debt Service Account of the Bond Fund for such purpose; *provided, however*, that such purchase shall not be made unless (i) the purchase price does not exceed 100% of the principal amount of the Bonds to be purchased, plus accrued interest (ii) in the case of any purchase of Bonds which are subject to mandatory redemption, firm commitments for the purchase of such Bonds shall have been accepted prior to the giving of notice of such redemption by the Trustee; and provided that upon the making of any transfer of moneys from the General Debt Service Account of the Bond Fund in connection with a proposed purchase or redemption of Bonds after such transfer, there shall be no deficiency in amounts required to be in the General Debt Service Account of the Bond Fund, taking into account the amounts then required to be

paid or transferred therefrom for other purposes or reserved therein against such payments and transfers, and upon such purchase, such Bonds shall be canceled;

(iv) to the extent that the same have not otherwise been paid or provided for, to the payment of the Administrative Fee, at the Written Request of the Corporation;

(v) to the payment when due of principal of, premium, if any and interest on Purchased Bonds; and

(vi) to the payment when due of principal of, premium, if any, and interest on Corporation Bonds, provided that if the Paying Agent or Trustee shall have received written notice from the Credit Support Provider that issued the Credit Support Facility securing such Bonds, that amounts are due and owing to such Credit Support Provider under the related Credit Facility Agreement, such payments shall be made to such Credit Support Provider for the account of the Corporation.

C. Credit Support Facility Account. Proceeds of Draws on a Credit Support Facility that is a letter of credit (initially, the PNC Bank Letter of Credit) providing credit support with respect to the Bonds, to pay principal of, premium, if any on (to the extent the Credit Support Facility permits application to such premium) and interest on the Bonds shall be deposited in the Credit Support Facility Account of the Bond Fund and no other moneys shall be deposited in such Account, and shall be applied to the payment when due of the principal of, premium, if any, on (but only to the extent such Credit Support Facility permits application to such premium) and interest on the Bonds supported by such Credit Support Facility (other than Bonds that are Purchased Bonds or Corporation Bonds, payment for which shall not be made with Available Moneys).

D. Drawings on a Credit Support Facility. If a Credit Support Facility that is a letter of credit is in effect with respect to the Bonds, by 10:00 a.m. New York City time on the Business Day prior to each Interest Payment Date, each redemption date and each maturity date of the Bonds to which such Credit Support Facility relates, the Trustee shall present the requisite draft and certificate for a drawing on such Credit Support Facility, if any, such drawing to include interest on the Outstanding Bonds to such date at the maximum rate provided by such Credit Support Facility in the event that the actual rate of interest to the Interest Payment Date, redemption date or maturity date is not available to the Trustee, so as to receive the proceeds of such drawing at or before 1:30 p.m. on such Interest Payment Date, redemption date or maturity date, as the case may be, to pay principal of, premium, if any (but only to the extent the Credit Facility permits application to such premium) and interest on the Bonds due on the Interest Payment Date, redemption date, or maturity date as applicable. In addition, the Trustee with respect to the Bonds shall draw on the related Credit Support Facility pursuant to its terms in accordance with and in order to satisfy the requirements of Section 702 hereof. By 4:00 p.m. on each date it presents the requisite documents for a Draw on such Credit Support Facility, the Trustee shall give notice to the Corporation by Electronic Means, promptly confirmed in writing, of the amount so drawn.

E. Payment in Full. If a Credit Support Facility that is a letter of credit is in effect with respect to the Bonds, whenever the amount in the corresponding account in the Bond Fund available for the payment of principal or redemption price of and interest on such Bonds in accordance with this Section 303 is sufficient to redeem all of the Outstanding Bonds and to pay interest accrued to the redemption date, the Issuer will, upon written request of the Corporation and with the consent of the related Credit Support Provider, cause the Trustee Agent to draw on the related Credit Support Facility to redeem all Bonds on the redemption date specified in writing by the Corporation pursuant to this Indenture, in the manner as described in clause D. above. Any amounts remaining in the corresponding account in the Bond Fund after payment in full of the principal or redemption price of and interest on the Bonds (or provision for payment thereof) and the fees, charges and expenses of the Issuer, the Trustee, the Paying Agent and the Remarketing Agent shall be paid to the person entitled thereto in accordance with Section 1001.

F. Credits. If at any time the Trustee or the Paying Agent has funds, including funds received pursuant to a Credit Support Facility, which under the provisions of this Indenture are to be applied to pay the principal or redemption price of or interest on the Bonds, the Corporation, to the extent that such funds are to be so applied, shall be entitled to a reduction, equal to the amount of such funds, of payments due from the Corporation under the Agreement; provided that, in the case of funds received pursuant to a Credit Support Facility or Liquidity Support Facility, the Credit Support Provider or Liquidity Support Provider (as applicable) is reimbursed therefor by or on behalf of the Corporation. If, with respect to the Bonds, a Credit Support Facility is in place and, for any reason the Credit Support Facility Provider fails to honor a drawing on such Credit Support Facility for payment of principal of or interest on the Bonds, then the Trustee shall immediately notify the Corporation in writing of such failure and the Corporation shall, upon receipt of such notice, immediately take such action so as to provide for the payment of such principal and interest on the date the Corporation receives such notice from the Trustee.

SECTION 304. 2010C CLEARING FUND.

A. There is hereby created and established a special fund to be known as the 2010C Clearing Fund (herein, the "Clearing Fund"), which shall be held in trust by the Trustee until applied as hereinafter provided. There shall be deposited in the Clearing Fund all of the net proceeds of the sale of the Bonds, including accrued interest payable thereon, if any, in accordance with Section 218 hereof.

The amounts so deposited in the Clearing Fund shall be disbursed or transferred by the Trustee upon the furnishing of a Written Request of the Issuer and the Corporation on the Closing Date or the Corporation subsequent thereto, as provided in Section 218 hereof for the payment of the Costs of the Project. There may be reserved in the Clearing Fund, after the Closing Date, moneys for the payment of any unpaid items, including a contingency amount therefor, as may be set forth in the aforesaid Written Request, and payment thereof after the Closing Date shall be made by the Trustee upon the receipt of a subsequent Written Request of the Corporation to the Trustee, accompanied by the corresponding invoices, certifying that the requested disbursement is for a Cost of the Project and that the disbursement has not yet been paid from the proceeds of the Bonds.

B. Upon such payments and transfers finally being accomplished, and in no event later than six months from closing, this Clearing Fund shall be closed by the Trustee upon Written Request of the Corporation, upon the lapse of six months or upon the fund being depleted. Any moneys remaining in the Clearing Fund at the time the Trustee is authorized to close the Clearing Fund shall be transferred to the Bond Fund.

SECTION 305. REMARKETING PROCEEDS PURCHASE ACCOUNT; LIQUIDITY SUPPORT FACILITY PURCHASE ACCOUNT; CORPORATION PURCHASE ACCOUNT.

A. Remarketing Proceeds Purchase Account. All moneys received by the Trustee as remarketing proceeds with respect to the Bonds shall be deposited by the Trustee in a special trust account designated as the "Remarketing Proceeds Purchase Account", which the Trustee is hereby directed to establish and use as provided in this Article and such Account shall not be commingled with other funds held by the Trustee. Notwithstanding the foregoing, upon the receipt of the proceeds of a remarketing of Purchased Bonds, the Trustee shall promptly pay such proceeds to the Liquidity Support Provider with respect to the Liquidity Support Facility securing the Bonds to the extent of any amount owing to such Liquidity Support Provider from the Corporation.

B. Liquidity Support Facility Purchase Account. The Trustee shall establish a special trust account designated as the "Liquidity Support Facility Purchase Account," into which the Trustee shall deposit and hold in trust all amounts received by the Trustee from drawings on any Liquidity Support Facility securing the Bonds, for purchases of tendered Bonds pending application of such amounts by the Trustee pursuant to this Article. Any remaining amounts in the Liquidity Support Facility Purchase Account after application to the Purchase Price of Bonds shall be paid over to the Liquidity Support Provider which issued the Liquidity Support Facility securing the Bonds for the account of the Corporation as reimbursement for the drawing on such Liquidity Support Facility from which amounts were derived; provided that such Liquidity Support Facility shall be reinstated to the extent of such reimbursement and the Paying Agent shall take all necessary action on its part pursuant to such Liquidity Facility to effect such reinstatement. Anything herein to the contrary notwithstanding, no amounts drawn on such Liquidity Support Facility shall be applied to the purchase of Purchased Bonds or Corporation Bonds.

C. Corporation Purchase Account. The Trustee shall establish a special trust account designated as the "Corporation Purchase Account". Any moneys paid by the Corporation to the Trustee pursuant to Section 504(C)(6), 505(D)(5), 506(C)(5), 508(C)(5), or 509(d)(5) hereof and furnished by the Trustee for purchase of tendered Bonds shall be deposited by the Trustee into the Corporation Purchase Account. If a Liquidity Support Facility is in effect with respect to the Bonds, the Trustee shall establish and use the Corporation Purchase Account, to the extent not required to pay Purchase Price of tendered Bonds, to reimburse the Liquidity Support Provider which issued such Liquidity Support Facility for drawings under such Liquidity Support Facility as provided in this Article.

SECTION 306. REBATE FUND.

A. Creation of Rebate Fund. The Trustee shall create and establish hereunder a special fund to be known as the “Rebate Fund” which shall be held in trust by the Trustee until applied as hereinafter directed. The Trustee shall periodically prepare and file with the Issuer and the Corporation a report setting forth for each fund and account created under the Indenture the total amount invested in each of the funds and accounts during the preceding Bond Year, the investments made with the moneys in the funds and accounts and the investment earnings and losses resulting from such investments, together with such additional information concerning such investments as the Issuer and the Corporation shall reasonably request and which is available to the Trustee from its trust accounting system. The Trustee shall make deposits to and disbursements from the Rebate Fund in accordance with Written Request provided by the Corporation in accordance with the Tax Regulatory Certificate and the provisions of Section 306(B) and 306(C) hereof, shall invest the Rebate Fund pursuant to the Written Request given to it by the Corporation as provided in this Indenture and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Records of the determinations required by this Section that are filed with the Trustee shall be retained by the Trustee until six years after the Bonds are no longer Outstanding.

B. Rebate Withdrawals. If a withdrawal from the Rebate Fund is permitted as a result of a computation made by the Corporation pursuant to the Tax Regulatory Certificate, the amount withdrawn shall be deposited in the Bond Fund for the benefit of the Corporation.

C. Rebate Disbursements. Not later than 60 days after the end of the fifth Bond Year and every five years thereafter, the Trustee shall pay, upon the written direction of the Corporation, to the United States an amount which when added to all other amounts theretofore remitted to the United States shall equal at least ninety percent (90%) of the Rebate Requirement (as defined in the Tax Regulatory Certificate) as of such payment date. The Rebate Requirement shall be stated in the Corporation’s written direction. Not later than 60 days after the final retirement of the Bonds (whether at maturity, upon redemption or by acceleration), the Trustee, upon the Written Request of the Corporation, shall pay to the United States such specified amount which when added to all other amounts theretofore remitted to the United States shall equal one hundred percent (100%) of the Rebate Requirement. Each payment required to be made to the United States pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201, or such other office as may be designated by the Internal Revenue Service. Each payment shall be accompanied by a copy of the Form 8038 originally filed with respect to the Bonds, which the Corporation shall provide to the Trustee, and a statement prepared by or on behalf of the Corporation summarizing the determination of the amount to be paid to the United States and the Corporation’s compliance with the provisions of this section.

D. Rebate Deficiency. If the report regarding rebate required to be delivered to the Trustee pursuant to the Tax Regulatory Certificate, which report is required to be delivered not later than forty five days following the end of each fifth Bond Year and forty five days following the discharge of the final Bond Outstanding hereunder, discloses that a payment is required to be made to the United States of America and there are insufficient funds then held in the Rebate

Fund to make such payment, the Trustee shall send Immediate Notice to the Corporation that a payment is required to be made by it pursuant to Section 5.05 of the Agreement. Payments received by the Trustee pursuant to Section 5.05 of the Agreement and payments accompanying the delivery of the rebate report made by the Corporation shall be deposited into the Rebate Fund. Notwithstanding the foregoing provision, in the event that the Corporation delivers to the Trustee a certificate of an Authorized Officer of the Corporation accompanied by an opinion of Bond Counsel addressed to the Trustee and the Issuer to the effect that all or a portion of such payment is not required to be made, such payment or portion thereof need not be made.

E. If the Trustee has not received a report regarding the computation of any required rebate payment to the United States of America or reasonably satisfactory evidence that no rebate payments are required to be made, within fifty days following the end of each fifth Bond Year and fifty days following the discharge of the final Bond Outstanding hereunder, (or such other date as is specified in an opinion of Bond Counsel delivered to the Trustee), the Trustee may (but shall not be obligated to), at the expense of the Corporation, engage such consultants or counsel as it deems necessary to calculate the amount to be deposited into the Rebate Fund for payment to the United States of America. The Corporation has agreed in the Agreement to reimburse the Trustee for all fees and expenses incurred by the Trustee in connection with any action undertaken pursuant to this Section 306(E). The Corporation has covenanted in the Agreement to take all action necessary to preserve the exemption from federal income taxation of interest on the Bonds, including without limitation, the payment of any rebate due under the Code. The Trustee has undertaken no duty, and is under no obligation to calculate any amount due with respect to such rebate, to verify amounts contained in any Written Request or written direction, or to make such payments except at the Written Request of the Corporation as contemplated herein and in Section 806 hereof. The Corporation has agreed in the Agreement to indemnify and hold harmless the Trustee, its agents, officers and employees against any liability in connection with the Trustee's exercise and performance of its powers and duties under this Section 306, except with regard to the Trustee's willful misconduct or gross negligence.

SECTION 307. PROCEDURE WHEN FUNDS ARE SUFFICIENT TO PAY ALL BONDS.

If at any time the amounts held by the Trustee in the Funds, other than the Rebate Fund, established under this Article III are sufficient to pay principal or redemption price of and interest on all Bonds then Outstanding to maturity or prior redemption, together with any amounts due the Issuer and the Trustee, the Trustee shall so notify the Issuer and apply the amounts in the Funds to the payment of the aforesaid obligations and the Issuer shall not be required to pay over any further revenues unless and until it shall appear that there is a deficiency in the funds held by the Trustee.

SECTION 308. MONEYS TO BE HELD FOR ALL BONDHOLDERS, WITH CERTAIN EXCEPTIONS.

Until applied as herein provided, moneys and investments held in all funds and accounts established hereunder shall be held in trust for the benefit of the holders of all Outstanding Bonds, and, where applicable, any Liquidity Support Provider or Credit Support Provider, except

that: (a) on and after the date on which the interest on or principal or redemption price of any particular Bond or Bonds is due and payable from the Bond Fund, the unexpended balance of the amount deposited or reserved in such Fund for the making of such payments shall, to the extent necessary therefor, be held for the benefit of the Bondholder or Bondholders entitled thereto and (b) the rights of any Bondholders with respect to principal or interest payments extended beyond their due dates pursuant to Section 604 hereof shall be subordinate to the rights of Bondholders with respect to payments not so extended.

SECTION 309. ADDITIONAL ACCOUNTS AND SUBACCOUNTS.

At the Written Request of the Corporation, the Trustee shall establish and maintain additional accounts within the funds or subaccounts within the accounts established hereunder; provided that (a) in each case, the Written Request of the Corporation shall set forth in reasonable detail the sources of deposits into and disbursements from the account or subaccount to be established, (b) in each case, the sources of deposits into and disbursements from the account or subaccount to be established shall be limited to the sources of deposits permitted or required to be made into and the disbursements permitted or required to be made from the fund or account within which it is to be established, and (c) except as otherwise expressly provided herein, each additional fund, account or subaccount established hereunder shall be held in trust for the benefit of the holders of all Outstanding Bonds.

SECTION 310. DEPOSITS AND SECURITY THEREFOR.

All moneys received by the Trustee under this Indenture for deposit in any fund established hereunder shall be considered trust funds, shall not be subject to lien or attachment and shall, except as hereinafter provided, be deposited in the commercial department of the Trustee or its affiliate, until or unless invested or deposited as provided in Section 311 hereof. All deposits in the commercial department of the Trustee or its affiliate shall, to the extent not insured or invested in Investment Securities, and to the extent permitted by law, be fully secured as to both principal and interest earned, by Government Obligations, or secured as provided by applicable law for such trust deposits in order to grant to the Trustee a perfected security interest in such Government Obligations or other security, free and clear of the claims of third parties. If at any time the commercial department of the Trustee is unwilling to accept such deposits or unable to secure them as provided above, the Trustee may deposit such moneys with any other depository, including an affiliate of the Trustee, which is authorized to receive them and the deposits of which are insured by the Federal Deposit Insurance Corporation or a similar federal agency. All deposits in any other depository in excess of the amount covered by insurance shall, to the extent permitted by law, be fully secured as to both principal and interest earned by Government Obligations or other security in such manner as may be required or permitted under applicable law or secured as provided by applicable law for such trust deposits in order to grant to the Trustee a perfected security interest in such Government Obligations or other security, free and clear of the claims of third parties. If the deposit of the Government Obligations with the Trustee or a depository acting on its behalf is required for such purpose under applicable law, the deposit shall be made with the Federal Reserve Bank for the account of the Trustee, with the trust department of the Trustee, or with a bank or trust company (other than the obligor) which is

acting solely as agent for the Trustee and has a combined net capital and surplus of not less than \$50,000,000.

SECTION 311. INVESTMENT OR DEPOSIT OF FUNDS.

(A) Moneys that constitute either proceeds of a draw on a Credit Support Facility or a Liquidity Support Facility, or remarketing proceeds shall either be held uninvested, or be invested in the following: investments described in clause (A), (B), or (C) of the definition of “Government Obligations” set forth herein, provided, however that such investments must mature in 30 days or less, or when required by the Trustee to make payments of principal of and interest on Bonds hereunder.

(B) All other moneys on deposit in the Funds established pursuant to Article III hereof shall be invested and reinvested by the Trustee as follows:

A. All investments shall constitute Investment Securities and shall mature, or be subject to repurchase, withdrawal without penalty or redemption at the option of the holder on or before the dates on which the amounts invested are reasonably expected to be needed for the purposes hereof.

B. All investments shall be made at the Written Request of the Corporation. The Corporation shall make no Written Request or oral request which would cause the Bonds to become “arbitrage bonds” within the meaning of Section 148 of the Code and the applicable regulations promulgated thereunder.

C. Interest, income and gains received in respect of the principal of the Investment Securities shall, with respect to all funds and accounts, be deposited to the credit of the respective fund in which it was earned.

D. Neither the Issuer nor the Trustee shall be accountable for any diminution in the value of the Investment Securities or any losses incurred upon any authorized disposition thereof or for the failure of the Corporation to provide investment directions pursuant to Section 311(B) hereof.

E. The Trustee, as authorized in the Agreement, may trade with itself and any of its affiliates in the purchase and sale of securities for such investment; *provided, however*, that in no case shall any investment be otherwise than in accordance with the investment limitations contained herein. The Trustee shall not be liable or responsible for any loss resulting from any such investments. Gains from investments shall be credited to and held in and losses shall be charged to the fund or account from which the investment is made.

F. If the Corporation shall not give directions as to investment of money held by the Trustee, or if an Event of Default has occurred and is continuing hereunder, the Trustee shall invest such money in investments described in clause (i), (ii) or (iii) of Section 311(A). The Trustee shall be permitted to charge the Corporation its standard fees and all expenses in connection with any services performed in accordance with this Section 311(F). The Trustee shall not make any representation as to the accuracy of any quotation of market price of any

security or investment (or the accrued interest thereon) in any fund or account. Any investment made in accordance with the Indenture may (i) be executed by the Trustee or the Issuer with or through the Trustee or its affiliates, and (ii) be made in securities of any entity for which the Trustee or any of its affiliates serve as distributor, advisor or other service provider.

SECTION 312. VALUATION OF FUNDS.

In computing the assets of any fund or account, investments and accrued interest thereon shall be deemed a part thereof. Such investments shall be valued as of the end of each June 30 and such value shall be based on the values established by a pricing service selected by the Trustee and used by it in its trust accounting system and not unacceptable to the Corporation. The Trustee shall provide monthly statements of activity for each of the accounts to the Corporation.

As soon as practicable after each such date of valuation, the Trustee shall furnish to the Issuer and the Corporation a report of the status of each fund as of such date. In computing the assets of any fund or account, investments and accrued interest thereon shall be deemed a part thereof. If the value of any fund on any valuation date falls below the amount required to be on deposit in such fund as of such valuation date in order to meet the Issuer's obligations under this Indenture, the Issuer shall cause the Corporation, upon written notice to that effect from the Issuer or the Trustee, to transfer into the appropriate fund amounts sufficient to remedy such deficiency, promptly following receipt of such request.

ARTICLE IV
CONCERNING LIQUIDITY SUPPORT FACILITIES AND CREDIT SUPPORT
FACILITIES

SECTION 401. DELIVERY OF LIQUIDITY SUPPORT FACILITY.

A. The Bonds are initially covered by a Liquidity Support Facility, which is the PNC Bank Letter of Credit.

The Corporation shall not be required to deliver a Liquidity Support Facility to the Trustee in connection with any conversion of Bonds from a Variable Rate Mode to a different Variable Rate Mode.

However, if in connection with any conversion of the Interest Rate Mode on Bonds a Liquidity Support Facility that is then in effect will terminate or expire, the Trustee shall, prior to surrendering such then-effective Liquidity Support Facility, ensure that any drawing made by the Trustee on such then-effective Liquidity Support Facility has indeed been honored.

The provisions of this Article IV shall only apply with respect to and while the Bonds are in a Variable Rate Mode and the Corporation has elected to provide a Liquidity Support Facility for such Bonds.

B. Each Liquidity Support Facility must:

(a) have a term of at least three hundred sixty four (364) days (or, if such Liquidity Support Facility is issued with respect to Bonds in a Term Rate Mode, have a term that expires not earlier than the last Interest Payment Date occurring in the applicable Term Rate Period); and

(b) have an Available Amount at least equal to the then Outstanding principal amount of the Bonds being supported thereby, plus the applicable Interest Component thereon at the Maximum Rate; provided, that such Liquidity Support Facility shall by its terms either provide for reinstatement of the Available Amount or for an increase in the Available Amount, as the case may be, in an amount equal to the principal amount of and appropriate Interest Component on Purchased Bonds not later than upon remarketing thereof.

SECTION 402. ALTERNATE LIQUIDITY SUPPORT FACILITY.

A. Subject to the terms and conditions of any Liquidity Support Facility and any Liquidity Support Facility Agreement then in effect, the Corporation may, with respect to the Bonds, provide the Trustee with an Alternate Liquidity Support Facility, in substitution for or replacement of the initial Liquidity Support Facility or any Alternate Liquidity Support Facility.

B. In order for such Alternate Liquidity Support Facility to qualify as an Alternate Liquidity Support Facility hereunder, the following requirements shall be satisfied:

1. such Alternate Liquidity Support Facility shall

(a) have a term of at least three hundred sixty four (364) days (or if such Alternate Liquidity Support Facility is issued with respect to Bonds in a Term Rate Mode, have a term that expires not earlier than the last Interest Payment Date occurring in the applicable Term Rate Period);

(b) have an Available Amount at least equal to the then Outstanding principal amount of the Bonds, plus the applicable Interest Component thereon at the Maximum Rate; provided, that such Alternate Liquidity Support Facility shall by its terms either provide for reinstatement of the Available Amount or for an increase in the Available Amount, as the case may be, in an amount equal to the principal amount of and appropriate Interest Component on Purchased Bonds not later than upon remarketing thereof; and

(c) provide for the purchase by the Liquidity Support Provider of any Bonds that are Purchased Bonds on the Effective Date of such Alternate Liquidity Support Facility, or other provision for the payment of such Purchased Bonds must have otherwise been made on or prior to such Effective Date.

2. the Corporation shall have given written notice to the Trustee of the expected delivery of any such Alternate Liquidity Facility not less than 45 days prior to the Effective Date thereof;

3. the Corporation shall have caused to be delivered to the Trustee written confirmation from a Rating Agency of the short term rating to be assigned to the Bonds upon the Effective Date of such Alternate Liquidity Support Facility; and

4. the Corporation shall have delivered to the Trustee (A) a copy of the Liquidity Support Facility Agreement, if any, pursuant to which such proposed Alternate Liquidity Support Facility is to be issued, (B) an Opinion of Counsel to the effect that such proposed Alternate Liquidity Support Facility is valid, binding and enforceable in accordance with its terms, subject to customary exceptions for bankruptcy and equitable remedies and (C) written confirmation from a Rating Agency of the short term rating to be assigned to the Bonds upon commencement of the Variable Rate Mode.

C. The Trustee shall furnish written notice by first class mail, postage prepaid, of the planned substitution of the Alternate Liquidity Support Facility to the Owners of the Bonds no later than 40 days prior to such substitution becoming effective.

D. Upon the effective date of the Alternate Liquidity Support Facility and receipt of such Alternate Liquidity Support Facility, any related Liquidity Support Facility Agreement and Opinion of Counsel, the Trustee shall (following the honor of any drawing for purchase price in connection with the mandatory tender which is occurring in connection with the delivery of such Alternate Letter of Credit) surrender the Liquidity Support Facility previously in effect to its Liquidity Support Provider.

SECTION 403. MAINTENANCE OF LIQUIDITY SUPPORT FACILITY.

A. If on the 90th day preceding the Expiration Date of any such Liquidity Support Facility no extension of such Liquidity Support Facility or no Alternate Liquidity Support Facility has been furnished by the Corporation to the Trustee with respect to the Bonds supported by such facility, then the Bonds supported by such Liquidity Support Facility shall be subject to mandatory tender on the fifth Business Day prior to the Expiration Date, as provided in Section 509 hereof.

B. If the Corporation elects to obtain an Alternative Liquidity Support Facility to replace a Liquidity Support Facility prior to its Expiration Date, then such Bonds shall be subject to mandatory tender on the Effective Date of the Alternative Liquidity Support Facility, as provided in Section 508 hereof.

C. In connection with any expiration or replacement of an existing Liquidity Support Facility, the Trustee, prior to surrendering such Credit Support Facility, shall ensure that any drawing made by the Trustee on such existing Credit Support Facility has indeed been honored.

SECTION 404. NOTICE TO RATING AGENCIES.

In the event the Bonds receive a rating from S&P, Moody's or Fitch, upon any expiration or termination of a Liquidity Support Facility or the obtaining by the Corporation of an Alternate Liquidity Support Facility, the Corporation shall notify the Trustee and the Trustee shall give notice thereof to S&P, Moody's or Fitch, as applicable. The Trustee shall also notify S&P, Moody's or Fitch, as applicable, of (a) the conversion of Bonds from one Interest Rate Mode to a different Interest Rate Mode, (b) any amendments or modifications of this Indenture, the Liquidity Support Facility, the Credit Support Facility, or the Remarketing Agreement of which it has knowledge, (c) the appointment of a new Remarketing Agent or Trustee of which it has knowledge, (d) the purchase or redemption of all of the Bonds, (e) the extension of the term of a Liquidity Support Facility or Credit Support Facility, or (f) the defeasance of Bonds.

SECTION 405. DRAWINGS ON LIQUIDITY SUPPORT FACILITY

If a Liquidity Support Facility is in effect with respect to the Bonds, the Trustee shall draw moneys under such Liquidity Support Facility in accordance with the terms thereof to the extent necessary to make timely payments of Purchase Price required to be made pursuant to and in accordance with Article V hereof. The proceeds of Draws on such Liquidity Support Facility shall be deposited in the Liquidity Support Facility Purchase Account.

SECTION 406. RIGHTS OF LIQUIDITY SUPPORT PROVIDER.

Notwithstanding any provision of this Indenture to the contrary, the Liquidity Support Provider shall have no rights as such under this Indenture at any time that:

A. The Liquidity Support Provider is in default in its obligation to honor Draws made under and in compliance with the terms of the Liquidity Support Facility;

B. The Liquidity Support Facility for any reason ceases to be valid and binding on the Liquidity Support Provider or is declared to be null and void, or the validity or enforceability of any provision of the Liquidity Support Facility is denied by the Liquidity Support Provider or any governmental agency or authority, or the Liquidity Support Provider is denying further liability or obligation under the Liquidity Support Facility, in all of the above cases contrary to the terms of the Liquidity Support Facility;

C. Any payment on the Liquidity Support Facility by the Liquidity Support Provider has been recovered from the Trustee or any Bond Owner or is the subject of any claim for recovery not dismissed within 30 days after the making thereof due to the operation with respect to the Liquidity Support Provider of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or other similar law of any jurisdiction, whether now or hereinafter in effect; or

D. The Liquidity Support Provider is dissolved or confiscated by action of government due to war or peace time emergency or the United States government declares a moratorium on the Liquidity Support Provider's activities.

SECTION 407. REFERENCES TO LIQUIDITY SUPPORT PROVIDER AND LIQUIDITY SUPPORT FACILITY.

All references herein to the Liquidity Support Provider, the Liquidity Support Facility, an Alternate Liquidity Support Facility, a Liquidity Support Facility Agreement and all requirements imposed herein with respect thereto shall be of no force and effect except during any period in which the Bonds are in any Variable Rate Mode and the Corporation has elected to provide a Liquidity Support Facility.

SECTION 408. COVENANT TO MAINTAIN AVAILABLE AMOUNT.

So long as the Bonds bear interest at a Variable Rate and to the extent a Liquidity Support Facility is required pursuant to Section 403 hereof, the Trustee shall hold and diligently enforce the Liquidity Support Facility in accordance with its terms. The Liquidity Support Provider shall be required to maintain an Available Amount under the Liquidity Support Facility such that Liquidity Support is provided for such Bonds that are not Purchased Bonds or Corporation Bonds.

SECTION 409. DRAWS FOR PAYMENT OF PURCHASE PRICE UPON TENDER FOR PURCHASE.

At or prior to 10:00 a.m., New York City time, on the Purchase Date set for the purchase of Bonds following an optional tender of such Bonds pursuant to Section 501 hereof, and at or prior to 10:00 a.m., New York City time, on the Purchase Date set for the purchase of such Bonds following a mandatory tender of such Bonds pursuant to Section 502, Section 503, Section 504, Section 505, Section 506, Section 507, Section 508, Section 509 or Section 510 hereof, the Trustee shall make a Draw under the Liquidity Support Facility, if one has been provided by the Corporation pursuant to the provisions hereof, in the amount necessary to pay the purchase price of all such Bonds (other than Purchased Bonds) tendered for purchase on such

Purchase Date, to the extent that Remarketing Proceeds received by the Remarketing Agent for the purchase of tendered Bonds are not sufficient to pay the Purchase Price of tendered Bonds on such Purchase Date and shall deposit the proceeds of such Draw into the Liquidity Support Facility Purchase Account; *provided, however*, that in no event shall the Trustee make a Draw under the Liquidity Support Facility with respect to any Bond registered in the name of the Liquidity Support Provider, the Corporation, or any of its Affiliates. The Trustee shall cause the proceeds of such Draws to be deposited into the Liquidity Support Facility Purchase Account and shall cause said proceeds to be applied to the payment of the purchase price of such Bonds tendered for purchase on such Purchase Date in accordance with the applicable provision of Article V hereof.

SECTION 410. DELIVERY OF CREDIT SUPPORT FACILITY.

A. The Bonds are initially covered by a Credit Support Facility, which is the PNC Bank Letter of Credit.

The Corporation shall not be required to deliver a Credit Support Facility to the Trustee in connection with any conversion of Bonds from a Variable Rate Mode to a different Variable Rate Mode or to a Fixed Rate Mode.

However, if in connection with any conversion of the Interest Rate Mode on Bonds a Credit Support Facility that is then in effect will terminate or expire, the Trustee shall, prior to surrendering such then-effective Credit Support Facility, ensure that any drawing made by the Trustee on such then-effective Credit Support Facility has indeed been honored.

The provisions of this Article IV shall only apply with respect to and while the Bonds are in a Variable Rate Mode and the Corporation has elected to provide a Credit Support Facility for such Bonds.

B. Each Credit Support Facility must:

(a) have a term of at least three hundred sixty four (364) days (or, if such Credit Support Facility is issued with respect to Bonds in a Term Rate Mode, have a term that expires not earlier than the last Interest Payment Date occurring in the applicable Term Rate Period); and

(b) have an Available Amount at least equal to the then Outstanding principal amount of the Bonds being supported thereby, plus the applicable Interest Component thereon at the Maximum Rate; provided, that such Credit Support Facility shall by its terms either provide for reinstatement of the Available Amount or for an increase in the Available Amount, as the case may be, in an amount equal to the principal amount of and appropriate Interest Component on Bonds not later the date upon which the next payment of principal or redemption price of or interest on such Bonds is then due.

SECTION 411. ALTERNATE CREDIT SUPPORT FACILITY.

A. Subject to the terms and conditions of any Credit Support Facility and any Credit Support Facility Agreement then in effect, the Corporation may, with respect to the Bonds, provide the Trustee with an Alternate Credit Support Facility, in substitution for or replacement of the initial Credit Support Facility or any Alternate Credit Support Facility.

B. In order for such Alternate Credit Support Facility to qualify as an Alternate Credit Support Facility hereunder, the following requirements shall be satisfied:

1. such Alternate Credit Support Facility shall

(a) have a term of at least three hundred sixty four (364) days (or if issued with respect to Bonds in a Term Rate Mode, have a term that expires not earlier than the last Interest Payment Date occurring in the applicable Term Rate Period);

(b) have an Available Amount at least equal to the then Outstanding principal amount of the Bonds, plus the applicable Interest Component thereon at the Maximum Rate; provided, that such Alternate Credit Support Facility shall by its terms either provide for reinstatement of the Available Amount or for an increase in the Available Amount, as the case may be, in an amount equal to the principal amount of and appropriate Interest Component on Purchased Bonds not later than the date upon which the next payment of principal or redemption price of or interest on such Bonds is due; and

(c) provide for the payment of the principal or redemption price of and interest on the Bonds being secured by such Credit Support Facility, when due on any Interest Payment Date, maturity date, redemption date, or upon the acceleration of the Bonds, from and after the Effective Date of such Alternate Credit Support Facility.

2. the Corporation shall have given written notice to the Trustee of the expected delivery of any such Alternate Credit Facility not less than 45 days prior to the Effective Date thereof;

3. the Corporation shall have caused to be delivered to the Trustee written confirmation from a Rating Agency of the short term rating to be assigned to the Bonds upon the Effective Date of such Alternate Credit Support Facility; and

4. the Corporation shall have delivered to the Trustee (A) a copy of the Credit Support Facility Agreement, if any, pursuant to which such proposed Alternate Credit Support Facility is to be issued, (B) an Opinion of Counsel to the effect that such proposed Alternate Credit Support Facility is valid, binding and enforceable in accordance with its terms, subject to customary exceptions for bankruptcy and equitable remedies and (C) written confirmation from a Rating Agency of the short term rating to be assigned to the Bonds upon commencement of the Variable Rate Mode.

C. The Trustee shall furnish written notice by first class mail, postage prepaid, of the planned substitution of the Alternate Credit Support Facility to the Owners of the Bonds no later than 40 days prior to such substitution becoming effective.

D. Upon the effective date of the Alternate Credit Support Facility and receipt of such Alternate Credit Support Facility, any related Credit Support Facility Agreement and Opinion of Counsel, the Trustee shall surrender the Credit Support Facility previously in effect to its Credit Provider.

SECTION 412. MAINTENANCE OF CREDIT SUPPORT FACILITY.

A. If on the 90th day preceding the Expiration Date of any such Credit Support Facility no extension of such Credit Support Facility or no Alternate Credit Support Facility has been furnished by the Corporation to the Trustee with respect to the Bonds supported by such Facility, then the Bonds supported by such Credit Support Facility shall be subject to mandatory tender on the fifth Business Day prior to the Expiration Date, as provided in Section 509 hereof.

B. If the Corporation elects to obtain an Alternative Credit Support Facility to replace a Credit Support Facility prior to its Expiration Date, then such Bonds shall be subject to mandatory tender on the Effective Date of the Alternative Credit Support Facility, as provided in Section 508 hereof.

C. In connection with any expiration or replacement of an existing Credit Support Facility, the Trustee prior to surrendering such Credit Support Facility, shall ensure that any drawing made by the Trustee on such existing Credit Support Facility has indeed been honored.

SECTION 413. NOTICE TO RATING AGENCIES.

In the event the Bonds receive a rating from S&P, Moody's or Fitch, upon any expiration or termination of a Credit Support Facility or the obtaining by the Corporation of an Alternate Credit Support Facility, the Trustee shall give notice thereof to S&P, Moody's or Fitch, as applicable. The Trustee shall also notify S&P, Moody's or Fitch, as applicable, of any amendments or modifications of the Credit Support Facility of which it has knowledge.

SECTION 414. DRAWINGS ON CREDIT SUPPORT FACILITY

If a Credit Support Facility is in effect with respect to the Bonds, the Trustee shall draw moneys under such Credit Support Facility in accordance with the terms thereof to the extent necessary to make timely payments of principal or redemption price of and interest on the Bonds secured by such Credit Support Facility, and required to be made from the Bond Fund. The proceeds of all such drawings shall be deposited into the Credit Support Facility Account of the Bond Fund.

SECTION 415. RIGHTS OF CREDIT SUPPORT PROVIDER.

Notwithstanding any provision of this Indenture to the contrary, the Credit Support Provider shall have no rights as such under this Indenture at any time that:

A. The Credit Support Provider is in default in its obligation to honor Draws made under and in compliance with the terms of the Credit Support Facility;

B. The Credit Support Facility for any reason ceases to be valid and binding on the Credit Support Provider or is declared to be null and void, or the validity or enforceability of any provision of the Credit Support Facility is denied by the Credit Support Provider or any governmental agency or authority, or the Credit Support Provider is denying further liability or obligation under the Credit Support Facility, in all of the above cases contrary to the terms of the Credit Support Facility;

C. Any payment on the Credit Support Facility by the Credit Support Provider has been recovered from the Trustee or any Bond Owner or is the subject of any claim for recovery not dismissed within 30 days after the making thereof due to the operation with respect to the Credit Support Provider of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or other similar law of any jurisdiction, whether now or hereinafter in effect; or

D. The Credit Support Provider is dissolved or confiscated by action of government due to war or peace time emergency or the United States government declares a moratorium on the Credit Support Provider's activities.

SECTION 416. REFERENCES TO CREDIT SUPPORT PROVIDER AND CREDIT SUPPORT FACILITY.

All references herein to the Credit Support Provider, the Credit Support Facility, an Alternate Credit Support Facility, a Credit Support Facility Agreement and all requirements imposed herein with respect thereto shall be of no force and effect except during any period in which the Bonds are in any Variable Rate Mode and the Corporation has elected to provide a Credit Support Facility.

SECTION 417. COVENANT TO MAINTAIN AVAILABLE AMOUNT.

So long as the Bonds bear interest at a Variable Rate and to the extent a Credit Support Facility is required pursuant to Section 403 hereof, the Trustee shall hold and diligently enforce the Credit Support Facility in accordance with its terms. The Credit Support Provider shall be required to maintain an Available Amount under the Credit Support Facility such that Credit Support is provided for such Bonds that are not Purchased Bonds or Corporation Bonds.

ARTICLE V
REDEMPTION OF BONDS;
TENDER AND PURCHASE OF VARIABLE RATE BONDS

SECTION 501. REDEMPTION DATES AND PRICES.

The Bonds shall be subject to redemption as follows:

(A) Optional Redemption.

1. So long as the Bonds bear interest at a Daily Rate, a Weekly Rate, a Monthly Rate, a Semiannual Rate or an Annual Rate, the Bonds are subject to optional redemption prior to the Stated Maturity Date at the Written Request of the Corporation, in whole or in part on any date, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the Redemption Date.

2. While the Bonds bear interest at an Index Rate, the Bonds are subject to optional redemption prior to the Stated Maturity Date at the Written Request of the Corporation, in whole or in part, on the dates established pursuant to Section 205 hereof at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date.

3. While the Bonds bear interest at a Term Rate or a Fixed Rate, the Bonds are subject to optional redemption prior to the Stated Maturity Date at the Written Request of the Corporation, in whole or in part on any date, commencing on the dates set forth below, at the Optional Redemption Prices (expressed as percentages of the principal amount of Bonds to be redeemed) to be determined as follows, plus accrued interest to the Redemption Date:

Years Remaining to Maturity as of Fixed Rate Date or Beginning of Term Rate Period	Redemption Dates and Optional Redemption Prices Per Number of Years as of Fixed Rate Date or Beginning Term Rate Period
Greater than 15	After 10 years at 102%, declining 1% per each two Interest Payment Dates to 100%
Less than or equal to 15 and greater than 10	After 8 years at 102%, declining 1% per each two Interest Payment Dates to 100%
Less than or equal to 10	Noncallable

The foregoing notwithstanding, if the Corporation delivers to the Trustee, the Remarketing Agent and the Issuer prior to the date of conversion to a Term Rate Mode or a Fixed Rate Mode,

as applicable, a notice containing an alternative redemption schedule setting forth different dates on which, or different redemption prices at which, the Bonds may be redeemed while the Term Rate Mode or Fixed Rate Mode, as applicable, is in effect with respect to such Bonds, and a Favorable Opinion of Bond Counsel, then during such period that the Bonds are in a Term Rate Mode or Fixed Rate Mode, such alternative redemption schedule shall apply to the redemption of the Bonds while in such Term Rate Mode or Fixed Rate Mode, as applicable.

(B) Mandatory Sinking Fund Redemption.

The Bonds are subject to mandatory sinking fund redemption prior to the Stated Maturity Date, in part, on May 15 in the years 2021 through 2037, inclusive, in the mandatory sinking fund redemption amounts set forth below (subject to reductions arising from the acquisition and surrender or the optional redemption of Bonds, as described in this Indenture), at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the Redemption Date:

<u>May 15</u>	<u>Principal Amount</u>	<u>May 15</u>	<u>Principal Amount</u>
2021	\$2,040,000	2030	\$2,785,000
2022	2,105,000	2031	2,880,000
2023	2,185,000	2032	2,985,000
2024	2,265,000	2033	3,085,000
2025	2,335,000	2034	3,190,000
2026	2,425,000	2035	3,305,000
2027	2,505,000	2036	3,420,000
2028	2,595,000	2037	3,540,000
2029	2,690,000	2038*	3,665,000

*Maturity

The Trustee shall apply the principal amount of any Bonds which have been optionally redeemed or acquired by the Corporation and surrendered to the Trustee for cancellation, as a credit, to the extent such amounts have not previously been so credited, against the applicable mandatory sinking fund redemption amount scheduled as described in the preceding paragraphs.

(C) Reserved.

(D) In lieu of redeeming Bonds pursuant to this Section 501, the Trustee may, at the Written Request of the Corporation use such funds otherwise available hereunder for redemption of Bonds to purchase Bonds in the open market at a price not exceeding the redemption price then applicable hereunder, such Bonds to be delivered to the Trustee for the purpose of cancellation. Similarly, the Corporation may, pursuant to Section 403 of the Agreement, deliver to the Trustee, for the purpose of cancellation, Bonds of the maturity otherwise to be redeemed. It is understood that in the case of any such redemption or purchase of Bonds, the Issuer shall receive credit against its required Bond Fund deposits.

(E) No redemption of less than all of the Bonds at the time Outstanding shall be made unless the aggregate principal amount of Bonds to be redeemed is equal to at least the smallest Authorized Denomination or any integral multiple of an Authorized Denomination. In the event of a redemption of less than all of the Bonds or less than all of the Bonds of any maturity, the Bonds to be redeemed shall be selected by the Trustee by lot in a manner which the Trustee, in its sole discretion, deems appropriate and fair. Notwithstanding the foregoing, in the case of the optional redemption of less than all of the Bonds pursuant to Section 501 hereof, the Corporation shall select the order of maturity in which the Bonds are to be redeemed and the particular Bonds to be redeemed within such maturity shall be selected by the Trustee by lot. The method of selecting Bonds for redemption by lot shall be determined by the Trustee. Particular Bonds or portions thereof shall be redeemed only in Authorized Denominations. Upon surrender of any Bond redeemed in part only, the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Corporation, a new Bond or Bonds (at the option of the Owner) of Authorized Denominations, equal in aggregate principal amount to the unredeemed portion of the Bond surrendered.

(F) Optional Purchase of Bonds.

The Issuer and, by their acceptance of the Bonds, the Holders, irrevocably grant to the Corporation and any assigns of the Corporation with respect to this right, the option to purchase, at any time and from time to time, any Bond which is redeemable pursuant to clause (A) of this Section 501 at a purchase price equal to the Redemption Price therefor. To exercise such option, the Corporation shall deliver a Written Request to the Trustee exercising such option, and the Trustee shall thereupon give the Holders of the Bonds to be purchased notice of such purchase in the manner specified in Section 502 hereof as though such purchase were a redemption and the purchase of such Bonds shall be mandatory and enforceable against the Holders. All such purchases are subject to the condition that Available Moneys for the payment of the purchase price therefor shall be available on the date set for such purchase. Such notice shall state that it is subject to the deposit of such Available Moneys, accessible to the Trustee, with the Trustee no later than the date fixed for purchase and shall be of no effect unless such Available Moneys are so deposited.

On the date fixed for purchase pursuant to any exercise of such option, the Corporation shall pay the purchase price of the Bonds then being purchased to the Trustee in immediately available funds, and the Trustee shall pay the same to the sellers of such Bonds against delivery thereof. Following such purchase, the Trustee shall cause such Bonds to be registered in the name of the Corporation or its nominee and shall deliver them to the Corporation or its nominee. In the case of the purchase of less than all of the Bonds, the particular Bonds to be purchased shall be selected in accordance with Section 501(E) hereof. No purchase of the Bonds pursuant to this Section 501(F) shall operate to extinguish the indebtedness of the Issuer evidenced thereby. Notwithstanding the foregoing, no purchase shall be made pursuant to this Section 501(F) unless the Corporation shall have delivered to the Trustee and the Issuer concurrently therewith (i) if the Bonds to be purchased are in a Variable Rate Mode, an opinion of nationally recognized bankruptcy counsel; which opinion shall be acceptable to Moody's, to the effect that such purchase will not constitute an avoidable preference under Section 547 of the United States Bankruptcy Code in the event that the Corporation should become a debtor in proceedings

commenced thereunder, and (ii) a Favorable Opinion of Bond Counsel with respect to such purchase.

SECTION 502. NOTICE OF REDEMPTION.

(A) Prior to the Book-Entry Termination Date, the Trustee shall give, or cause to be given at the Corporation's expense, notice of a call for redemption of any Bonds to the Custodian, as the Owner thereof, in accordance with the Letter of Representation. From and after the Book-Entry Termination Date, notice of any call for redemption of Bonds prior to maturity shall be given by or on behalf of the Trustee by first class mail, postage prepaid, at least once, not less than 30 days nor more than 60 days before the Redemption Date to each Rating Agency then rating the Bonds and the respective Owners of any Bonds designated for redemption at their addresses shown on the registry books maintained by the Trustee on the Record Date; provided, that failure to notify the any Rating Agency shall not affect the validity or sufficiency of the notice to the Owners or affect the subsequent redemption of the Bonds in accordance therewith. The Trustee shall give or cause to be given all notices of calls for redemption of Bonds on behalf of the Issuer, but at the expense of the Corporation. No notice of a call for redemption need be given to any Owner of Bonds then called for redemption who waives notice thereof in writing if such waiver is delivered to the Trustee prior to the date such notice is mailed.

(B) Each notice of a call for redemption shall state:

1. That it is being given by or on behalf of the Trustee as agent for the Issuer;
2. The date of the notice;
3. The name and address of the Trustee, as paying agent for the Bonds;
4. The Redemption Date;
5. The CUSIP numbers of the Bonds to be redeemed;
6. In the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be so redeemed and that a new Bond shall be issued for any unredeemed portion;
7. The interest rates and maturity dates of the Bonds to be redeemed;
8. Unless the redemption has been cancelled or voided as provided in the Indenture, that from and after such Redemption Date, interest thereon shall cease to accrue;
9. That the Owners of such Bonds shall be required to surrender them to the Trustee, as the paying agent, for redemption at the address designated in such notice; and
10. That the Trustee shall only redeem Bonds from Available Moneys made available to it for such purpose by or on behalf of the Corporation.

(C) Such notice shall state that it is subject to the deposit of Available Moneys available for such redemption (or purchase in lieu of redemption pursuant to Section 501(F) hereof) and accessible by the Trustee with the Trustee not later than the opening of business on the date fixed for redemption (or purchase in lieu thereof, pursuant to Section 501(F) hereof) and shall be of no effect unless such moneys are so deposited.

(D) With respect to optional redemptions only, if the Corporation shall have delivered to the Trustee, no later than the fifth Business Day prior to the Redemption Date, written notice of its decision to cancel its prior request for redemption, then the purported optional redemption shall be cancelled and any prior notice thereof shall be void, and the Trustee shall return to the Corporation any funds which had been deposited by the Corporation with the Trustee for the purpose of effecting such optional redemption. Immediately upon receipt of the Corporation's cancellation notice, the Trustee shall give or cause to be given written notice of such cancellation, if prior to the Book-Entry Termination Date, to the Custodian, as the Owner of the Bonds which were to have been redeemed, in accordance with the Letter of Representation, and from and after the Book-Entry Termination Date, each Rating Agency then rating the Bonds and the respective Owners of any Bonds which were to have been redeemed. Such notice shall be given by first class mail, postage prepaid, by the Trustee to the Custodian (if prior to the Book-Entry Termination Date), each Rating Agency and the affected Owners prior to the Redemption Date; *provided, however*, that such notice of cancellation shall be effective to cancel such redemption whether or not it is received by the Custodian (if prior to the Book-Entry Termination Date), any Rating Agency then rating the Bonds or such Owners, and such occurrence shall not constitute a default or an Event of Default.

(E) The notice requirement of this Section 502 shall be satisfied when notice in accordance herewith is mailed as provided herein regardless of whether such notice is actually received by the Owners of any Bonds. If notice of any call for optional redemption shall not have been mailed as provided herein, then the purported optional redemption, as appropriate, is void, but only as to those Owners to whom the notice shall not have been mailed.

(F) A second notice of redemption shall be given, at the Corporation's expense, by first class mail, postage prepaid, within sixty (60) days after the redemption date in the manner required above to the registered Bondholders of redeemed Bonds which have not been presented for payment within thirty (30) days after the redemption date.

SECTION 503. PAYMENT OF REDEMPTION PRICE; EFFECTS OF REDEMPTION OF BONDS.

(A) The Trustee shall draw on the Credit Support Facility securing any Bonds to be redeemed to effect the optional redemption or mandatory sinking fund redemption of such Bonds. So long as a Credit Support Facility is held by the Trustee, upon redemption of less than all of the Bonds pursuant to this Indenture, the Trustee shall take such action as may be permitted under such Credit Support Facility to reduce the amount available thereunder, and upon a redemption of all Outstanding Bonds secured by such Credit Support Facility, shall surrender the Credit Support Facility securing such Bonds to the Credit Support Provider for cancellation.

(B) On the Redemption Date, provided the Trustee is then holding funds sufficient to pay the redemption price (including interest accrued to the Redemption Date) of the Bonds to be redeemed on such date, interest on such Bonds (or portions thereof) duly 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 or be deemed to be Outstanding under the provisions of this Indenture, and the Owners of said Bonds shall have no rights in respect thereof except to receive payment of said redemption price and interest accrued to the Redemption Date; provided, that with respect to optional redemptions only, if the Trustee shall not have funds in its possession on the Redemption Date sufficient to pay the redemption price (including interest accruing to the Redemption Date) of all of the Bonds to be optionally redeemed for any reason (including, but not limited to, failure to issue any refunding obligations intended for such purpose on or prior to the Redemption Date), then the purported optional redemption and such notice of redemption shall be void, but such event shall not constitute a default or an Event of Default.

(C) All Bonds redeemed pursuant to the provisions of this Article V shall be cancelled upon surrender thereof in accordance with the provisions of Section 213 hereof.

SECTION 504. OPTIONAL TENDER OF DAILY, WEEKLY AND MONTHLY RATE BONDS.

(A) During any period in which the Bonds bear interest at a Daily Rate, a Weekly Rate, or a Monthly Rate, the Bonds that are not Purchased Bonds or portions thereof in Authorized Denominations are subject to optional tender by the Beneficial Owners thereof (if such tender is requested prior to the Book-Entry Termination Date) or by the Owners thereof (if such tender is requested on or after the Book-Entry Termination Date), for purchase by the Trustee (1) on any Business Day with respect to Bonds that bear interest at a Daily Rate, or (2) on any Business Day that is at least seven calendar days after the date of notice of such tender given in accordance with Section 504(B) hereof with respect to any Bonds that bear interest at a Weekly Rate, or (3) on the first Business Day of each month that is at least seven calendar days after the date of notice of such tender given in accordance with Section 504(B) hereof with respect to any Bonds that bear interest at a Monthly Rate; in each case, at a purchase price equal to 100% of the principal amount thereof, plus accrued interest, if any, to the Purchase Date.

(B) Prior to the Book-Entry Termination Date, the procedure described in this Section 504(B) for the optional tender of Outstanding Bonds shall be exercised by the Beneficial Owner of such Bonds and after the Book-Entry Termination Date shall be exercised by the Owner thereof. The procedure for optional tender of Bonds bearing interest at either a Daily Rate, a Weekly Rate or a Monthly Rate shall be as follows:

1. The Beneficial Owner or Owner, as the case may be, shall deliver to the Remarketing Agent, the Trustee, the Corporation and the Liquidity Support Provider, if a Liquidity Support Facility has been provided by the Corporation pursuant to Section 401 hereof, at their respective Tender Addresses, no later than 3:00 p.m. (9:15 a.m. with respect to Daily Rate Bonds), New York City time, on any Business Day, a written notice of tender, which shall state:

(a) The name and address of the Beneficial Owner or Owner, as the case may be;

(b) The certificate number(s) of the Bond(s) to be delivered (required only in the case of Bonds tendered by the Owner thereof);

(c) The CUSIP number(s) assigned to such Bond(s) (in the case of Bonds tendered by the Owner thereof) or evidence satisfactory to the Trustee of beneficial ownership of such Bonds (in the case of Bonds tendered by the Beneficial Owner thereof);

(d) The aggregate principal amount of Bonds to be tendered for purchase;

(e) That the Beneficial Owner or Owner, as the case may be, irrevocably demands purchase of such Bonds in an amount equal to the smallest Authorized Denomination or any integral multiple thereof;

(f) The Purchase Date, which shall be either:

(i) The same Business Day as the date of delivery of such notice in the case of Bonds that bear interest at a Daily Rate; or

(ii) A Business Day that is at least 7 calendar days after the date of delivery of such notice in the case of Bonds that bear interest at a Weekly Rate; or

(iii) The first Business Day of the month that is at least seven calendar days after the date of delivery of such notice in the case of Bonds that bear interest at a Monthly Rate; and

(g) Prior to the Book-Entry Termination Date only, an acknowledgement by the Beneficial Owner if such tender notice is being delivered with respect to Bonds which bear interest at a Daily Rate, a Weekly Rate or a Monthly Rate that failure of such Beneficial Owner to deliver or cause to be delivered a facsimile or other copy of an executed Delivery Order to the Trustee in the form and within the time provided in Section 504(B) (2) hereof shall render such optional tender ineffective to cause the Trustee to purchase such Bonds on the Purchase Date.

2. Prior to the Book-Entry Termination Date, such tender notice shall be accompanied by a facsimile or other copy of an executed Delivery Order delivered by or on behalf of such Beneficial Owner to the Custodian directing the Custodian to transfer beneficial ownership of the affected Bonds to or upon the order of the Trustee upon delivery of the purchase price of such Bonds to or for the account of such Beneficial Owner; provided, that any tender notice delivered hereunder by any Beneficial Owner with respect to any Bond shall not be effective to cause the Trustee to purchase such Bond if such Beneficial Owner fails to deliver or cause to be delivered any such Delivery Order to the Trustee on the Purchase Date for such Bond.

3. If such purchase is to occur on or after the Book-Entry Termination Date, the Owner shall deliver such Bond(s) to the Trustee, at its Tender Address no later than 9:00 a.m., New York City time, on the Purchase Date, together with (A) an appropriate instrument of transfer, fully executed in blank by the Owner or his duly authorized attorney, and (B) if the Purchase Date occurs prior to a Interest Payment Date and after the Record Date preceding such Interest Payment Date, a due-bill in form satisfactory to the Trustee; *provided, however*, that such Bond(s) delivered to the Trustee shall conform in all respects to the description thereof in the aforesaid notice.

4. Such tender notice and any Delivery Order delivered in connection therewith, shall automatically constitute (A) an irrevocable offer to sell the Bonds (or portion thereof) to which the notice relates on the Purchase Date to any purchaser selected by the Remarketing Agent, at a purchase price equal to 100% of the principal amount thereof, plus accrued interest, if any, to the Purchase Date; (B) an irrevocable authorization and instruction to the Custodian (if such purchase will occur prior to the Book-Entry Termination Date) or the Trustee (if such purchase will occur after the Book-Entry Termination Date), to effect transfer of the beneficial ownership or ownership, as applicable, of such Bonds upon payment of such purchase price to the tendering Beneficial Owner or Owner, as applicable, on the Purchase Date; (C) an irrevocable authorization and instruction to the Trustee, if such purchase will occur after the Book-Entry Termination Date, to effect the exchange of any Bonds to be purchased in part for other Bond certificate(s) in an equal aggregate principal amount so as to facilitate the sale of such Bonds; and (D) an acknowledgment that such Beneficial Owner or Owner, as applicable, will have no further rights with respect to such Bonds upon payment of the purchase price thereof to or for the account of such Owner or Beneficial Owner, as applicable, on the Purchase Date, except for the right of such Owner or Beneficial Owner to receive such purchase price.

(C) The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all Bonds (or portions thereof) tendered pursuant to this Section 504 at a price equal to 100% of the principal amount thereof, plus accrued interest, if any, to the Purchase Date; provided, that no Bonds shall be remarketed to the Issuer, the Corporation or any Affiliate; and provided further, the Remarketing Agent shall not offer for sale any Bond tendered for purchase pursuant to this Section 504 if notice of a proposed Change to Variable Rate Mode, or a proposed conversion to a Fixed Rate has been given by the Trustee, unless the Remarketing Agent has advised the Person to whom the offer is made of such change or conversion and the effect of such change or conversion on the rights of Owners or Beneficial Owners, as the case may be, to tender their Bonds, as described in the notice of such change or conversion, as appropriate, from the Trustee to such Owners or Beneficial Owners.

If such Purchase Date will occur prior to the Book-Entry Termination Date, no later than 9:00 a.m., New York City time, on such Purchase Date, any such purchaser of Bonds shall give or cause to be given to the Custodian, authorization to cause an amount equal to 100% of the purchase price thereof to be delivered by or on behalf of such purchaser to the Federal Reserve account of the Remarketing Agent to which the Custodian has access upon transfer of beneficial ownership of any such Bonds to or for the account of such purchaser. If such Purchase Date will occur on or after the Book-Entry Termination Date, no later than 9:00 a.m., New York City time, on the Purchase Date, such purchaser shall pay or cause to be paid to the Remarketing

Agent the full purchase price of any such Bonds in immediately available funds. Payment of the purchase price and the remarketing of Bonds tendered pursuant to this Section 504 shall be accomplished as follows:

1. Not later than 9:30 a.m., New York City time, on the Purchase Date with respect to any Bonds in the Daily Rate Mode, Weekly Rate Mode, or Monthly Rate Mode tendered for purchase pursuant to this Section 504, the Remarketing Agent shall notify the Trustee and the Corporation, by Electronic Means, of the purchase price of such Bonds tendered for purchase pursuant to this Section 504 that have not been remarketed by the Remarketing Agent at that time. If the Trustee has not received notice from the Remarketing Agent, the Trustee shall assume that no such Bonds have been remarketed.

2. Not later than 4:30 p.m., New York City time, on the Business Day prior to the Purchase Date with respect to any Bonds in a Weekly Rate Mode or Monthly Rate Mode which are tendered for purchase pursuant to this Section 504, the Remarketing Agent shall notify the Trustee and the Corporation, by Electronic Means, of the purchase price of Bonds tendered for purchase pursuant to this Section 504 that have not been remarketed by the Remarketing Agent at that time. Not later than 9:45 a.m., New York City time, on the Purchase Date, the Trustee shall give notice by Electronic Means to the Liquidity Support Provider, if any, specifying the purchase price of the Weekly Rate Bonds or Monthly Rate Bonds or Daily Rate Bonds tendered for purchase pursuant to this Section 504 for which the Trustee does not hold Remarketing Proceeds. If the Trustee has not received Remarketing Proceeds from the Remarketing Agent, the Trustee shall assume that no such Weekly Rate Bonds or Monthly Rate Bonds have been remarketed.

3. If such Purchase Date will occur prior to the Book-Entry Termination Date with respect to the Bonds, the Remarketing Agent shall give telephonic notice to the Trustee and the Corporation no later than 9:30 a.m., New York City time on the Purchase Date of the aggregate principal amount of such tendered Bonds for which the Remarketing Agent will accept the Delivery Order initiated by the Trustee pursuant to Section 504(C)(7) hereof by authorizing the Custodian to transfer an amount of Remarketing Proceeds equal to the purchase price of such tendered Bonds from the Remarketing Agent's Federal Reserve account to which the Custodian has access to the Trustee's, or its affiliate's, Federal Reserve account to which the Custodian has access, and the Trustee shall deposit such amount into the Remarketing Proceeds Purchase Account.

4. If such Purchase Date will occur on or after the Book-Entry Termination Date with respect to the Bonds, the Remarketing Agent shall provide telephonic notice to the Trustee and the Corporation no later than 9:30 a.m., New York City time on such Purchase Date (to be confirmed by a written notice delivered to the Trustee no later than 9:30 a.m., New York City time on such Purchase Date) of the amount of Remarketing Proceeds received by the Remarketing Agent on such Purchase Date and the Remarketing Agent shall transfer such amount to the Trustee, who shall deposit such amount into the Remarketing Proceeds Purchase Account.

5. If Remarketing Proceeds received by the Trustee pursuant to paragraph 3. or 4. above are not sufficient to pay the purchase price of tendered Bonds on the Purchase Date, the Trustee shall, at or before 10:00 a.m., New York City time, on the Purchase Date (A) make a Draw on the Liquidity Support Facility in accordance therewith (the proceeds of said draw shall be deposited by the Trustee into the Liquidity Support Facility Purchase Account), if any, and if there is no available Liquidity Support Facility or if the amount advanced under the Liquidity Support Facility is not sufficient to pay the purchase price of Bonds for which Remarketing Proceeds are not available (B) make a demand for payment to the Corporation (any proceeds of such demand shall be deposited by the Trustee into the Corporation Purchase Account), if and to the extent necessary to pay the purchase price of Bonds for which Remarketing Proceeds are not available to pay such purchase price; if such Purchase Date occurs prior to the Book-Entry Termination Date with respect to the Bonds, upon receipt by the Trustee of the proceeds of such Draw (which proceeds shall be deposited by the Trustee into the Liquidity Support Facility Purchase Account), or payment from the Corporation (which payment shall be deposited by the Trustee into the Corporation Purchase Account), the Trustee shall authorize the Custodian to effect, no later than 1:30 p.m., New York City time, on such Purchase Date, the Delivery Orders to the Custodian as described in Section 504(C)(7) hereof. The purchase price of any Bonds tendered for purchase pursuant to this Section 504 shall be paid to or for the account of the Owner or Beneficial Owner thereof, as applicable, in accordance with Section 508 hereof.

6. By 2:30 p.m., New York City time on the Purchase Date, the Trustee shall apply the money delivered to it under this Section 504 as follows and, to the extent money delivered to it is so designated, in the following priority, to purchase tendered Bonds from the Owners thereof at the purchase price:

(a) First, from Remarketing Proceeds held in the Remarketing Proceeds Purchase Account;

(b) Second, from proceeds of a Draw or Draws on any Liquidity Support Facility held in the Liquidity Support Facility Purchase Account; and

(c) Third, at the option of the Corporation, from funds provided by the Corporation and held in the Corporation Purchase Account.

Any money described in Section 504(C)(6)(a) through (c) hereof remaining with the Trustee, after providing for Untendered Bonds in the manner provided in Section 507 hereof, shall be paid by the Trustee, no later than 4:30 p.m., New York City time, on the Purchase Date, first, to the Liquidity Support Provider to the extent of any money received pursuant to a Draw on any Liquidity Support Facility, and then to the Corporation.

7. If such Purchase Date will occur prior to the Book-Entry Termination Date with respect to the Bonds, upon receipt by the Trustee of telephonic notice from the Remarketing Agent, the Trustee shall deliver to the Custodian no later than 11:30 a.m., New York City time on such Purchase Date, a Delivery Order directing the Custodian to transfer beneficial ownership of Bonds in respect to which Remarketing Proceeds are to be received by the Trustee pursuant to Section 504(C)(3) hereof to or upon the order of the Remarketing Agent upon acceptance of such Delivery Order by the Remarketing Agent.

(D) An Owner or Beneficial Owner, as applicable, may repurchase any Bond(s) tendered pursuant to Section 504(A) hereof on any Purchase Date subject to Section 504(C) hereof and if the Remarketing Agent agrees to sell such Bonds to such Owner or Beneficial Owner.

SECTION 505. MANDATORY TENDER AND PURCHASE OF SEMIANNUAL, ANNUAL AND TERM RATE BONDS.

(A) On (1) each Interest Accrual Date occurring when the Bonds bear interest at a Semiannual Rate, (2) every second Interest Accrual Date occurring when the Bonds bear interest at an Annual Rate (in all such cases, excluding the effective date of the change thereto) (or, if any such Interest Accrual Date is not a Business Day, on the next succeeding Business Day), and (3) on the first Business Day immediately following the end of each Term Rate Period occurring when the Bonds bear interest at a Term Rate, all Bonds that are not Purchased Bonds shall be subject to mandatory tender by the Beneficial Owners thereof (if such Purchase Date will occur prior to the Book-Entry Termination Date) or the Owners thereof (if such Purchase Date will occur on or after the Book-Entry Termination Date), for purchase by the Trustee at a purchase price equal to 100% of the principal amount thereof.

(B) If the Purchase Date for such mandatory tender will occur prior to the Book-Entry Termination Date, the Trustee shall give notice of such mandatory tender and purchase to the Custodian in accordance with the Letter of Representation. If the Purchase Date for such mandatory tender will occur on or after the Book-Entry Termination Date, the Trustee shall give notice of such mandatory tender and purchase not less than 15 days nor more than 30 days prior to the Purchase Date, by first-class mail, postage prepaid, to each Rating Agency then rating the Bonds and also to each Owner (other than the Liquidity Support Provider as the Owner of Purchased Bonds) of affected Bonds at such Owner's address shown on the registry books maintained by the Trustee. Such notice shall:

1. Identify the Bonds held by such Owner that are subject to such mandatory tender and purchase by CUSIP number;

2. Specify the Purchase Date and state that on the Purchase Date, all Bonds that are not Purchased Bonds are subject to mandatory tender for purchase by the Trustee at a purchase price of 100% of the principal amount thereof, plus accrued interest, if any, to the Purchase Date; and

3. State that, on such Purchase Date, the Trustee shall hold funds for the purchase price of all Bonds that are not Purchased Bonds derived from Remarketing Proceeds or the proceeds of a Draw on the Liquidity Support Facility, in trust and uninvested and without liability for interest for the Owners thereof, which money shall be paid to each such Owner upon surrender of such Owner's Bond(s) to the Trustee at its Tender Address, on or after such Purchase Date, together with an appropriate instrument of transfer, fully executed in blank by such Owner or such Owner's duly authorized attorney.

The notice requirement of this Section 505(B) shall be satisfied when notice in accordance herewith is transmitted as provided herein, regardless of whether such notice is

actually received by any Rating Agency or the Beneficial Owners or the Owners, as the case may be, of any affected Bonds.

(C) If the Purchase Date for such mandatory tender will occur prior to the Book-Entry Termination Date and if the Remarketing Agent shall have delivered to the Trustee the Delivery Order described in Section 505(D) hereof, the Trustee, for and on behalf of the Beneficial Owner of each Bond to be so purchased, shall deliver to the Custodian no later than 9:30 a.m., New York City time, on the Purchase Date, the Delivery Order described in Section 505(D) hereof. If such Purchase Date will occur on or after the Book-Entry Termination Date, the Owner of each Bond to be so purchased shall deliver such Bond, together with an appropriate instrument of transfer, fully executed in blank by such Owner or his duly authorized attorney, to the Trustee, at its Tender Address, no later than 9:30 a.m., New York City time, on such Purchase Date.

(D) The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all Bonds (or portions thereof) tendered pursuant to this Section 505 at a price equal to 100% of the principal amount thereof, plus accrued interest, if any, to the Purchase Date; provided, that no Bonds shall be remarketed to the Issuer, the Corporation or any Affiliate. If such Purchase Date will occur prior to the Book-Entry Termination Date, no later than 9:00 a.m., New York City time, on such Purchase Date, any such purchaser of Bonds shall give or cause to be given to the Custodian, authorization to cause an amount equal to 100% of the purchase price thereof to be delivered by or on behalf of such purchaser to the Federal Reserve account of the Remarketing Agent to which the Custodian has access upon transfer of beneficial ownership of any such Bonds to or for the account of such purchaser. If such Purchase Date will occur on or after the Book-Entry Termination Date, no later than 9:00 a.m., New York City time, on the Purchase Date, such purchaser shall pay or cause to be paid to the Remarketing Agent the full purchase price of any such Bonds in immediately available funds. Payment of the purchase price and the remarketing of Bonds tendered pursuant to this Section 505 shall be accomplished as follows:

1. Not later than 4:30 p.m., New York City time, on the Business Day prior to the Purchase Date with respect to any Bonds tendered for purchase pursuant to this Section 505, the Remarketing Agent shall notify the Trustee and the Corporation, by Electronic Means, of the purchase price of Bonds tendered for purchase pursuant to this Section 505 that have not been remarketed by the Remarketing Agent at that time. Not later than 5:00 p.m., New York City time, on that day, the Trustee shall give notice by Electronic Means to the Liquidity Support Provider, if any, specifying the purchase price of Bonds tendered for purchase pursuant to this Section 505 that have not been remarketed. If the Trustee has not received notice from the Remarketing Agent, the Trustee shall assume that no such Bonds have been remarketed.

2. If such Purchase Date will occur prior to the Book-Entry Termination Date with respect to the Bonds, the Remarketing Agent shall give telephonic notice to the Trustee and the Corporation no later than 9:30 a.m., New York City time, on the Purchase Date of the aggregate principal amount of such tendered Bonds for which the Remarketing Agent will accept the Delivery Order initiated by the Trustee pursuant to Section 505(D)(6) hereof by authorizing the Custodian to transfer an amount of Remarketing Proceeds equal to the purchase price of such tendered Bonds from the Remarketing Agent's Federal Reserve account to which

the Custodian has access to the Trustee's, or its affiliate's, Federal Reserve account to which the Custodian has access, and the Trustee shall deposit such amount into the Remarketing Proceeds Purchase Account.

3. If such Purchase Date will occur on or after the Book-Entry Termination Date with respect to the Bonds, the Remarketing Agent shall provide telephonic notice to the Trustee and the Corporation no later than 9:30 a.m., New York City time, on such Purchase Date (to be confirmed by a written notice delivered to the Trustee no later than 9:30 a.m., New York City time, on such Purchase Date) of the amount of Remarketing Proceeds received by the Remarketing Agent on such Purchase Date and the Remarketing Agent shall transfer such amount to the Trustee, who shall deposit such amount into the Remarketing Proceeds Purchase Account.

4. If Remarketing Proceeds received by the Trustee pursuant to paragraph 2. or 3. above are not sufficient to pay the purchase price of tendered Bonds on the Purchase Date, the Trustee shall, at or before 10:00 a.m., New York City time, on the Purchase Date, (A) make a Draw on the Liquidity Support Facility in accordance therewith (the proceeds of said draw shall be deposited by the Trustee into the Liquidity Support Facility Purchase Account), if any, and if there is no available Liquidity Support Facility or if the amount advanced under the Liquidity Support Facility is not sufficient to pay the purchase price of Bonds for which Remarketing Proceeds are not available (B) make a demand for payment to the Corporation (any proceeds of such demand shall be deposited by the Trustee into the Corporation Purchase Account), if and to the extent necessary to pay the purchase price of Bonds for which Remarketing Proceeds are not available to pay such purchase price. If such Purchase Date occurs prior to the Book-Entry Termination Date with respect to the Bonds, upon receipt by the Trustee of the proceeds of such Draw or payment from the Corporation and deposit thereof into Liquidity Support Facility Purchase Account or Corporation Purchase Account, as applicable, the Trustee shall also authorize the Custodian to effect, no later than 1:30 p.m., New York City time, on such Purchase Date, the Delivery Orders to the Custodian as described in Section 505(D)(6) hereof. The purchase price of any Bonds tendered for purchase pursuant to this Section 505 shall be paid to or for the account of the Owner or Beneficial Owner thereof, as applicable, in accordance with Section 513 hereof.

5. By 2:30 p.m., New York City time, on the Purchase Date, the Trustee shall apply the money delivered to it under this Section 505 as follows and, to the extent money delivered to it is so designated, in the following priority, to purchase tendered Bonds from the Owners thereof at the purchase price:

(a) First, from the Remarketing Proceeds, including the proceeds of "remarketing" any such Bonds to the Remarketing Agent for its own account, to the extent of that money, held in the Remarketing Proceeds Purchase Account; and

(b) Second, from proceeds of a Draw or Draws on any Liquidity Support Facility to pay such purchase price held in the Liquidity Support Facility Purchase Account; and

(c) Third, at the option of the Corporation, from funds provided by the Corporation held in the Corporation Purchase Account.

Any money described in Section 505(D)(5)(a) through (c) hereof remaining with the Trustee, after providing for Untendered Bonds in the manner provided in Section 511 hereof, shall be paid by the Trustee, no later than 4:30 p.m., New York City time, on the Purchase Date, first, to the Liquidity Support Provider to the extent of any money received pursuant to a Draw on any Liquidity Support Facility, and then to the Corporation.

6. If such Purchase Date will occur prior to the Book-Entry Termination Date with respect to the Bonds, upon receipt by the Trustee of telephonic notice from the Remarketing Agent, the Trustee shall deliver to the Custodian no later than 11:30 a.m., New York City time, on such Purchase Date, a Delivery Order directing the Custodian to transfer beneficial ownership of Bonds in respect to which Remarketing Proceeds are to be received by the Trustee pursuant to Section 505(D)(2) hereof to or upon the order of the Remarketing Agent upon acceptance of such Delivery Order by the Remarketing Agent.

(E) An Owner or Beneficial Owner, as applicable, may repurchase any Bond(s) tendered pursuant to Section 505(A) hereof on any Purchase Date, subject to Section 505(D) hereof and if the Remarketing Agent agrees to sell such Bonds to such Owner or Beneficial Owner.

SECTION 506. MANDATORY TENDER AND PURCHASE OF BONDS UPON CHANGE TO A VARIABLE RATE MODE.

(A) With respect to Outstanding Bonds to be converted to a Variable Rate Mode, all Outstanding Bonds that are not Purchased Bonds shall be subject to mandatory tender (a) on the effective date of a Change to Variable Rate Mode (or if such effective date is not a Business Day, on the next succeeding Business Day), and (b) on the proposed effective date of a Change to a Variable Rate Mode (or if such effective date is not a Business Day, on the next succeeding Business Day) by the Beneficial Owners thereof (if such Purchase Date will occur prior to the Book-Entry Termination Date) or the Owners thereof (if such Purchase Date will occur on or after the Book-Entry Termination Date), for purchase by the Trustee at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any.

The Trustee shall give Immediate Notice of such mandatory purchase to the Holders of such Bonds no less than 4 Business Days prior to the Purchase Date. Such notice shall state the Purchase Date, the Purchase Price and that interest on such Bonds shall cease to accrue from and after such Purchase Date. 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 given. Any notice sent will be conclusively presumed to have been given, whether or not actually received by any Holder.

(B) If the Purchase Date for a mandatory tender and purchase described in Section 503(A) hereof will occur prior to the Book-Entry Termination Date and if the Remarketing Agent shall have delivered to the Trustee the Delivery Order described in Section 506(C) hereof, the Trustee, for and on behalf of the Beneficial Owner of each Bond to be so purchased, shall

deliver to the Custodian no later than 9:30 a.m., New York City time, on the Purchase Date, the Delivery Order described in Section 506(C) hereof. If such Purchase Date will occur on or after the Book-Entry Termination Date, the Owner of each Bond to be so purchased shall deliver such Bond, together with an appropriate instrument of transfer, fully executed in blank by such Owner or his duly authorized attorney, to the Trustee, at its Tender Address, no later than 9:30 a.m., New York City time, on such Purchase Date.

(C) The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all Bonds (or portions thereof) tendered pursuant to this Section 506 at a price equal to 100% of the principal amount thereof, plus accrued interest, if any, to the Purchase Date; provided, that no Bonds shall be remarketed to the Issuer, the Corporation or any Affiliate. If such Purchase Date will occur prior to the Book-Entry Termination Date, no later than 9:00 a.m., New York City time, on such Purchase Date, any such purchaser of Bonds shall give or cause to be given to the Custodian, authorization to cause an amount equal to 100% of the purchase price thereof to be delivered by or on behalf of such purchaser to the Federal Reserve account of the Remarketing Agent to which the Custodian has access upon transfer of beneficial ownership of any such Bonds to or for the account of such purchaser. If such Purchase Date will occur on or after the Book-Entry Termination Date, no later than 9:00 a.m., New York City time, on the Purchase Date, such purchaser shall pay or cause to be paid to the Remarketing Agent the full purchase price of any such Bonds in immediately available funds. Payment of the purchase price and the remarketing of Bonds tendered pursuant to this Section 506 shall be accomplished as follows:

1. Not later than 4:30 p.m., New York City time, on the Business Day prior to the Purchase Date with respect to any Bonds tendered for purchase pursuant to this Section 506, the Remarketing Agent shall notify the Trustee and the Corporation, by Electronic Means, of the purchase price of Bonds tendered for purchase pursuant to this Section 506 that have not been remarketed by the Remarketing Agent at that time. Not later than 5:00 p.m., New York City time, on that day, the Trustee shall give notice by Electronic Means to the Liquidity Support Provider, if any, specifying the purchase price of Bonds tendered for purchase pursuant to this Section 503 that have not been remarketed. If the Trustee has not received notice from the Remarketing Agent, the Trustee shall assume that no such Bonds have been remarketed.

2. If such Purchase Date will occur prior to the Book-Entry Termination Date with respect to the Bonds, the Remarketing Agent shall give telephonic notice to the Trustee and the Corporation no later than 9:00 a.m., New York City time, on the Purchase Date of the aggregate principal amount of such tendered Bonds for which the Remarketing Agent will accept the Delivery Order initiated by the Trustee pursuant to Section 506(C)(6) hereof by authorizing the Custodian to transfer an amount of Remarketing Proceeds equal to the purchase price of such tendered Bonds from the Remarketing Agent's Federal Reserve account to which the Custodian has access to the Trustee's, or its affiliate's, Federal Reserve account to which the Custodian has access, and the Trustee shall deposit such amount into the Remarketing Proceeds Purchase Account.

3. If such Purchase Date will occur on or after the Book-Entry Termination Date with respect to the Bonds, the Remarketing Agent shall provide telephonic notice to the

Trustee and the Corporation no later than 9:30 a.m., New York City time, on such Purchase Date (to be confirmed by a written notice delivered to the Trustee no later than 9:30 a.m., New York City time, on such Purchase Date) of the amount of Remarketing Proceeds received by the Remarketing Agent on such Purchase Date and the Remarketing Agent shall transfer such amount to the Trustee, who shall deposit such amount into the Remarketing Proceeds Purchase Account.

4. If Remarketing Proceeds received by the Trustee pursuant to paragraph 2. or 3. above are not sufficient to pay the purchase price of tendered Bonds on the Purchase Date, the Trustee shall, at or before 10:00 a.m., New York City time, on the Purchase Date, (A) make a Draw on the Liquidity Support Facility in accordance therewith (the proceeds of which shall be deposited by the Trustee into the Liquidity Support Facility Purchase Account), if any, and if there is no available Liquidity Support Facility or if the amount advanced under the Liquidity Support Facility is not sufficient to pay the purchase price of Bonds for which Remarketing Proceeds are not available (B) make a demand for payment to the Corporation (the proceeds of said demand shall be deposited by the Trustee into the Corporation Purchase Account), if and to the extent necessary to pay the purchase price of Bonds for which Remarketing Proceeds are not available to pay such purchase price. If such Purchase Date occurs prior to the Book-Entry Termination Date with respect to the Bonds, upon receipt by the Trustee of the proceeds of such Draw or payment from the Corporation and deposit thereof into the Liquidity Support Facility Purchase Account or Corporation Purchase Account, as applicable, the Trustee shall also authorize the Custodian to effect, no later than 1:30 p.m., New York City time, on such Purchase Date, the Delivery Orders to the Custodian as described in Section 506(C)(6) hereof. The purchase price of any Bonds tendered for purchase pursuant to this Section 506 shall be paid to or for the account of the Owner or Beneficial Owner thereof, as applicable, in accordance with Section 513 hereof.

5. By 2:30 p.m., New York City time, on the Purchase Date, the Trustee shall apply the money delivered to it under this Section 506 as follows and, to the extent money delivered to it is so designated, in the following priority, to purchase tendered Bonds from the Owners thereof at the purchase price:

(a) First, from the Remarketing Proceeds, including the proceeds of “remarketing” any such Bonds to the Remarketing Agent for its own account, to the extent of that money, held in Remarketing Proceeds Purchase Account; and

(b) Second, from proceeds of a Draw or Draws on any Liquidity Support Facility to pay such purchase price held in the Liquidity Support Facility Purchase Account; and

(c) Third, at the option of the Corporation, from funds provided by the Corporation and held in the Corporation Purchase Account.

Any money described in Section 506(C)(5)(a) through (c) hereof remaining with the Trustee after providing for Untendered Bonds in the manner provided in Section 511 hereof, shall be paid by the Trustee, no later than 4:30 p.m., New York City time, on the Purchase Date,

first, to the Liquidity Support Provider to the extent of any money received pursuant to a Draw on any Liquidity Support Facility, and then to the Corporation.

6. If such Purchase Date will occur prior to the Book-Entry Termination Date with respect to the Bonds, upon receipt by the Trustee of telephonic notice from the Remarketing Agent, the Trustee shall deliver to the Custodian no later than 11:30 a.m., New York City time, on such Purchase Date, a Delivery Order directing the Custodian to transfer beneficial ownership of Bonds in respect to which Remarketing Proceeds are to be received by the Trustee pursuant to Section 506(C)(2) hereof to or upon the order of the Remarketing Agent upon acceptance of such Delivery Order by the Remarketing Agent.

(D) An Owner or Beneficial Owner, as applicable, may repurchase any Bond(s) tendered pursuant to Section 506(A) hereof on any Purchase Date, subject to Section 506(C) hereof and if the Remarketing Agent agrees to sell such Bonds to such Owner or Beneficial Owner.

SECTION 507. MANDATORY TENDER AND PURCHASE OF BONDS ON FIXED RATE DATE.

(A) (i) On the effective date of the conversion from any Mode to a Fixed Rate Mode and (ii) on the proposed effective date from any Mode other than the Index Rate Mode to the Fixed Rate Mode, with respect to the Bonds (or, if such date is not a Business Day, on the next succeeding Business Day); all Bonds that are not Purchased Bonds shall be subject to mandatory tender by the Beneficial Owner thereof (if such Purchase Date will occur prior to the Book-Entry Termination Date) or the Owners thereof (if such Purchase Date will occur on or after the Book-Entry Termination Date) for purchase by the Trustee, but only from the proceeds of the sale of such Bonds as Fixed Rate Bonds delivered to the Trustee by the investment bankers pursuant to the Fixed Rate Commitment, at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any; or (2) proceeds of remarketing pursuant to Section 207(D)(4)(a)(3) hereof.

The Trustee shall give Immediate Notice of such mandatory purchase to the Holders of such Bonds no less than 4 Business Days prior to the Purchase Date. Such notice shall state the Purchase Date, the Purchase Price and that interest on such Bonds shall cease to accrue from and after such Purchase Date. 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 given. Any notice sent will be conclusively presumed to have been given, whether or not actually received by any Holder.

(B) If the Purchase Date for a mandatory tender and purchase described in Section 507(A) hereof will occur prior to the Book-Entry Termination Date and if the Remarketing Agent shall have delivered to the Trustee a Delivery Order directing the Custodian to transfer beneficial ownership of Bonds in respect to which proceeds of a sale pursuant to a Fixed Rate Commitment are to be received by the Trustee to or upon the order of the investment bankers pursuant to the Fixed Rate Commitment, upon acceptance of such Delivery Order by the same, the Trustee, for and on behalf of the Beneficial Owner of each Bond to be so purchased, shall deliver to the Custodian, no later than 1:00 p.m., New York City time, on the Purchase Date,

such Delivery Order. If such Purchase Date will occur on or after the Book-Entry Termination Date, the Owner of each Bond to be mandatorily purchased pursuant to Section 504(A) hereof shall deliver such Bond, together with an appropriate instrument of transfer, fully executed in blank by such Owner or his duly authorized attorney, at its Tender Address, no later than 12:00 noon, New York City time, on such Purchase Date.

(C) Bonds tendered pursuant to this Section 507 shall not be remarketed by the Remarketing Agent, but shall be sold pursuant to the Fixed Rate Commitment (in the case of a conversion to a Fixed Rate Mode).

SECTION 508. MANDATORY TENDER AND PURCHASE OF BONDS UPON REPLACEMENT OF LIQUIDITY SUPPORT FACILITY OR CREDIT SUPPORT FACILITY.

(A) on the proposed Effective Date of any Alternate Liquidity Support Facility, the Bonds to be secured by such Alternate Liquidity Support Facility that are not Purchased Bonds shall be subject to mandatory tender by the Beneficial Owners thereof (if such Purchase Date will occur prior to the Book-Entry Termination Date) or the Owners thereof (if such Purchase Date will occur on or after the Book-Entry Termination Date) for purchase by the Trustee at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any; and

(ii) on the proposed Effective Date of any Alternate Credit Support Facility, the Bonds to be secured by such Alternate Credit Support Facility that are not Purchased Bonds shall be subject to mandatory tender by the Beneficial Owners thereof (if such Purchase Date will occur prior to the Book-Entry Termination Date) or the Owners thereof (if such Purchase Date will occur on or after the Book-Entry Termination Date) for purchase by the Trustee at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any.

(B) If the Purchase Date for such mandatory tender will occur prior to the Book-Entry Termination Date, the Trustee shall give notice of such mandatory tender and purchase to the Custodian in accordance with the Letter of Representation. If the Purchase Date for such mandatory tender will occur on or after the Book-Entry Termination Date, the Trustee shall give notice of such mandatory tender and purchase not less than 15 days nor more than 30 days prior to the Purchase Date, which shall be the proposed Effective Date of any such Alternate Liquidity Support Facility or Alternate Credit Support Facility, as applicable, by first-class mail, postage prepaid, to each Rating Agency then rating the Bonds and also to each Owner (other than the Liquidity Support Provider as the Owner of Purchased Bonds) of affected Bonds at such Owner's address shown on the registry books maintained by the Trustee. Such notice shall be accompanied by the Opinion of Counsel from Bond Counsel required by either Section 402 or Section 411 hereof and shall:

1. Identify the Bonds held by such Owner that are subject to such mandatory tender and purchase by CUSIP number;
2. State that the Corporation has elected to provide the Trustee with an Alternate Liquidity Support Facility or Alternate Credit Support Facility, as applicable, and

specify the new rating(s) on the affected Bonds as a result of the delivery of any such Alternate Liquidity Support Facility or Alternate Credit Support Facility, as applicable;

3. Specify the proposed Effective Date of the Alternate Liquidity Support Facility or Alternate Credit Support Facility, as applicable and state that upon such proposed Effective Date of such Alternate Liquidity Support Facility or Alternate Credit Support Facility, as applicable, all Bonds that are not Purchased Bonds are subject to mandatory tender for purchase by the Trustee on the proposed Effective Date of such Alternate Liquidity Support Facility or Alternate Credit Support Facility, as applicable (whether or not the conditions precedent to such replacement are satisfied prior to such proposed Effective Date) at a purchase price of 100% of the principal amount thereof, plus accrued interest, if any, to the Purchase Date;

4. State that, if the Bonds subject to such mandatory tender and purchase bear interest at a Daily Rate or a Weekly Rate, such Owner may optionally tender his affected Bond(s) for purchase by the Trustee at a purchase price equal to 100% of the principal amount thereof, plus accrued interest at any time prior to the proposed Effective Date of any such Alternate Liquidity Support Facility or Alternate Credit Support Facility, as applicable, and specify the procedure for requesting such optional tender (as described in the applicable provisions of Section 501 hereof); and

5. State that on such Purchase Date, unless all of the conditions precedent to substitution of any such Alternate Liquidity Support Facility or any such Alternate Credit Support Facility, as applicable, for the then-effective Liquidity Support Facility or Credit Support Facility, as applicable, are satisfied as of 4:00 p.m., New York City time, on the proposed Effective Date of any such Alternate Liquidity Support Facility or Alternate Credit Support Facility, as applicable, such proposed Alternate Liquidity Support Facility or Alternate Credit Support Facility, as applicable, shall not replace any then-effective Liquidity Support Facility or then effective Credit Support Facility, as applicable, and thereafter, Liquidity Support, or Credit Support, as applicable, shall be provided by the then-effective Liquidity Support Facility or then-effective Credit Support Facility, as applicable; provided that the Bonds that are not Purchased Bonds shall be subject to mandatory tender for purchase irrespective of whether such proposed Alternate Liquidity Support Facility or Alternate Credit Support Facility shall or shall not replace any then-effective Liquidity Support Facility or Credit Support Facility; and further, if such proposed replacement is due to the expiration of such then-effective Liquidity Support Facility or Credit Support Facility, as applicable, and if all of the conditions precedent to such replacement have not been met, then such mandatory tender for purchase shall take place pursuant to Section 509 hereof for purposes of this Indenture and the Bonds..

6. State that on the Purchase Date, whether or not the conditions precedent to replacement of the then-effective Liquidity Support Facility or then-effective Credit Support Facility have been satisfied, the Trustee shall hold funds for the purchase price of all Bonds that are not Purchased Bonds derived from Remarketing Proceeds or the proceeds of a Draw on the then-effective Liquidity Support Facility (which shall be the Liquidity Support Facility being replaced in the case of the delivery of an Alternate Liquidity Support Facility), in trust and uninvested and without liability for interest for the Owners thereof, which money shall be paid to each such Owner upon surrender of such Owner's Bond(s) to the Trustee at its Tender Address,

on or after such Purchase Date, together with an appropriate instrument of transfer, fully executed in blank by such Owner or such Owner's duly authorized attorney.

The notice requirement of this Section 508(B) shall be satisfied when notice in accordance herewith is transmitted as provided herein, regardless of whether such notice is actually received by any Rating Agency then rating the Bonds or the Beneficial Owners or the Owners, as the case may be, of any affected Bonds.

(C) The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all Bonds (or portions thereof) tendered pursuant to this Section 508 at a price equal to 100% of the principal amount thereof, plus accrued interest, if any, to the Purchase Date; provided, that no Bonds shall be remarketed to the Issuer, the Corporation or any Affiliate. If such Purchase Date will occur prior to the Book-Entry Termination Date, no later than 9:00 a.m., New York City time, on such Purchase Date, any such purchaser of Bonds shall give or cause to be given to the Custodian, authorization to cause an amount equal to 100% of the purchase price thereof to be delivered by or on behalf of such purchaser to the Federal Reserve account of the Remarketing Agent to which the Custodian has access upon transfer of beneficial ownership of any such Bonds to or for the account of such purchaser. If such Purchase Date will occur on or after the Book-Entry Termination Date, no later than 9:00 a.m., New York City time, on the Purchase Date, such purchaser shall pay or cause to be paid to the Remarketing Agent the full purchase price of any such Bonds in immediately available funds. Payment of the purchase price and the remarketing of Bonds tendered pursuant to this Section 508 shall be accomplished as follows:

1. Not later than 4:30 p.m., New York City time, on the Business Day prior to the Purchase Date with respect to any Bonds tendered for purchase pursuant to this Section 508, the Remarketing Agent shall notify the Trustee and the Corporation, by Electronic Means, of the purchase price of Bonds tendered for purchase pursuant to this Section 508 that have not been remarketed by the Remarketing Agent at that time. Not later than 5:00 p.m., New York City time, on that day, the Trustee shall give notice by Electronic Means to the Liquidity Support Provider, if any, specifying the purchase price of Bonds tendered for purchase pursuant to this Section 508 that have not been remarketed. If the Trustee has not received notice from the Remarketing Agent, the Trustee shall assume that no such Bonds have been remarketed.

2. If such Purchase Date will occur prior to the Book-Entry Termination Date with respect to the Bonds, the Remarketing Agent shall give telephonic notice to the Trustee and the Corporation no later than 9:30 a.m., New York City time, on the Purchase Date of the aggregate principal amount of such tendered Bonds for which the Remarketing Agent will accept the Delivery Order initiated by the Trustee pursuant to Section 508(C)(6) hereof by authorizing the Custodian to transfer an amount of Remarketing Proceeds equal to the purchase price of such tendered Bonds from the Remarketing Agent's Federal Reserve account to which the Custodian has access to the Trustee's, or its affiliate's, Federal Reserve account to which the Custodian has access, and the Trustee shall deposit such amount into the Remarketing Proceeds Purchase Account.

3. If such Purchase Date will occur on or after the Book-Entry Termination Date with respect to the Bonds, the Remarketing Agent shall provide telephonic notice to the Trustee and the Corporation no later than 9:30 a.m., New York City time, on such Purchase Date (to be confirmed by a written notice delivered to the Trustee no later than 9:30 a.m., New York City time, on such Purchase Date) of the amount of Remarketing Proceeds received by the Remarketing Agent on such Purchase Date and the Remarketing Agent shall transfer such amount to the Trustee, who shall deposit such amount into the Remarketing Proceeds Purchase Account.

4. If Remarketing Proceeds received by the Trustee pursuant to paragraph 2. or 3. above are not sufficient to pay the purchase price of tendered Bonds on the Purchase Date, the Trustee shall, at or before 10:00 a.m., New York City time, on the Purchase Date, make a Draw on the Liquidity Support Facility being replaced in accordance therewith and in accordance with Section 409 hereof and deposit the proceeds of such draw into the Liquidity Support Facility Purchase Account, if and to the extent necessary to pay the purchase price of Bonds for which Remarketing Proceeds are not available to pay such purchase price. If such Purchase Date occurs prior to the Book-Entry Termination Date with respect to the Bonds, upon receipt by the Trustee of the proceeds of such Draw and deposit thereof into the Liquidity Support Facility Purchase Account, the Trustee shall also authorize the Custodian to effect, no later than 1:30 p.m., New York City time, on such Purchase Date, the Delivery Orders to the Custodian as described in Section 508(C)(6) hereof. The purchase price of any Bonds tendered for purchase pursuant to this Section 508 shall be paid to or for the account of the Owner or Beneficial Owner thereof, as applicable, in accordance with Section 513 hereof.

5. By 2:30 p.m., New York City time, on the Purchase Date, the Trustee shall apply the money delivered to it under this Section 508 as follows and, to the extent money delivered to it is so designated, in the following priority, to purchase tendered Bonds from the Owners thereof at the purchase price:

(a) First, from the Remarketing Proceeds, including the proceeds of “remarketing” any such Bonds to the Remarketing Agent for its own account, to the extent of that money, held in the Remarketing Proceeds Purchase Account;

(b) Second, from proceeds of a Draw or Draws on the Liquidity Support Facility (in the case of a mandatory tender pursuant to this Section 508(A)(i) as a result of delivery of an Alternate Liquidity Support Facility, then such Draw shall be made on the Liquidity Support Facility being replaced) to pay such purchase price, held in the Liquidity Support Facility Purchase Account; and

(c) Third, at the option of the Corporation, from funds provided by the Corporation held in the Corporation Purchase Account.

Any money described in Section 508(C)(5)(a) through (c) hereof remaining with the Trustee, after providing for Untendered Bonds in the manner provided in Section 511 hereof, shall be paid by the Trustee, no later than 4:30 p.m., New York City time, on the Purchase Date, first, to the Liquidity Support Provider to the extent of any money received pursuant to a Draw on any Liquidity Support Facility and then to the Corporation.

6. If such Purchase Date will occur prior to the Book-Entry Termination Date with respect to the Bonds, upon receipt by the Trustee of telephonic notice from the Remarketing Agent, the Trustee shall deliver to the Custodian no later than 9:30 a.m., New York City time, on such Purchase Date, a Delivery Order directing the Custodian to transfer beneficial ownership of Bonds in respect to which Remarketing Proceeds are to be received by the Trustee pursuant to Section 508(C)(2) hereof to or upon the order of the Remarketing Agent upon acceptance of such Delivery Order by the Remarketing Agent.

(D) An Owner or Beneficial Owner, as applicable, may repurchase any Bond(s) tendered pursuant to Section 508(A) hereof on any Purchase Date subject to Section 508(C) hereof and if the Remarketing Agent agrees to sell such Bonds to such Owner or Beneficial Owner.

SECTION 509. MANDATORY TENDER AND PURCHASE OF BONDS DUE TO EXPIRATION OR OPTIONAL EARLY TERMINATION OF LIQUIDITY SUPPORT FACILITY OR CREDIT SUPPORT FACILITY

(A) (i) when the Bonds are in any Variable Rate Mode and a Liquidity Support Facility is in effect, unless an Alternate Liquidity Support Facility is delivered to the Trustee as permitted pursuant to Section 402 hereof not less than 90 days prior to the Expiration Date of the Liquidity Support Facility then in effect, all Outstanding Bonds that are not Purchased Bonds shall be subject to mandatory tender by the Beneficial Owners thereof (if such Purchase Date will occur prior to the Book-Entry Termination Date) or the Owners thereof (if such Purchase Date will occur on or after the Book-Entry Termination Date), for purchase by the Trustee at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, on the fifth Business Day prior to the Expiration Date of the expiring Liquidity Support Facility; and

(ii) when the Bonds are in any Variable Rate Mode and a Credit Support Facility is in effect, unless an Alternate Credit Support Facility is delivered to the Trustee as permitted pursuant to Section 402 hereof not less than 90 days prior to the Expiration Date of the Credit Support Facility then in effect, all Outstanding Bonds that are not Purchased Bonds shall be subject to mandatory tender by the Beneficial Owners thereof (if such Purchase Date will occur prior to the Book-Entry Termination Date) or the Owners thereof (if such Purchase Date will occur on or after the Book-Entry Termination Date), for purchase by the Trustee at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, on the fifth Business Day prior to the Expiration Date of the expiring Credit Support Facility; and

(B) (i) when the Bonds are in any Variable Rate Mode and a Liquidity Support Facility is in effect, and the Corporation delivers a written notice to the Trustee that it has elected to terminate the Liquidity Support Facility pursuant to the terms of the related Liquidity Support Facility Agreement, then all Outstanding Bonds supported by such Liquidity Support Facility, that are not Purchased Bonds, shall be subject to mandatory tender by the Beneficial Owners thereof (if such Purchase Date will occur prior to the Book-Entry Termination Date) or the Owners thereof (if such Purchase Date will occur on or after the Book-Entry Termination Date), for purchase by the Trustee at a purchase price equal to 100% of the principal amount thereof

plus accrued interest, if any, on the date specified by the Corporation in its written notice to the Trustee set forth in (iii) below, which date shall be prior to the Optional Early Termination Date of such Liquidity Support Facility, and shall be a Business Day and provided further that any purchase price of Bonds in connection with such mandatory tender shall be paid from such existing Liquidity Support Facility; and

(ii) when the Bonds are in any Variable Rate Mode and a Credit Support Facility is in effect, and the Corporation delivers a written notice to the Trustee that it has elected to terminate the Credit Support Facility pursuant to the terms of the related Credit Support Facility Agreement, then all Outstanding Bonds supported by such Credit Support Facility, that are not Purchased Bonds, shall be subject to mandatory tender by the Beneficial Owners thereof (if such Purchase Date will occur prior to the Book-Entry Termination Date) or the Owners thereof (if such Purchase Date will occur on or after the Book-Entry Termination Date), for purchase by the Trustee at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, on the date specified by the Corporation in its written notice to the Trustee set forth in (iii) below, which date shall be prior to the Optional Early Termination Date of such Credit Support Facility, and shall be a Business Day and provided further that any purchase price of Bonds in connection with such mandatory tender shall be paid from the existing Liquidity Support Facility; and

(iii) the Corporation shall provide the Trustee with written notice of the Corporation's exercise of its option pursuant to the Liquidity Support Facility Agreement, or Credit Support Facility Agreement, as applicable, to terminate the Liquidity Support Facility or Credit Support Facility, as applicable, at least 45 days prior to the date it plans to undertake such action, and such notice shall include the date upon which the Bonds supported by such Liquidity Support Facility or Credit Support Facility, as applicable, shall be subject to mandatory tender for purchase.

(C) If the Purchase Date for such mandatory tender will occur prior to the Book-Entry Termination Date, the Trustee shall give notice of such mandatory tender and purchase to the Custodian in accordance with the Letter of Representation. If the Purchase Date for such mandatory tender will occur on or after the Book-Entry Termination Date, the Trustee shall give notice of such mandatory tender and purchase not less than 10 days nor more than 30 days prior to the Purchase Date, which shall be, as applicable, (i) the fifth Business Day prior to the Expiration Date of the expiring Liquidity Support Facility or Credit Support Facility, as applicable, or (ii) the date specified by the Corporation as the date upon which the mandatory tender for purchase shall occur in connection with its termination of the existing Liquidity Support Facility, or Credit Support Facility, as applicable, by first-class mail, postage prepaid, to each Rating Agency then rating the Bonds and also to each Owner (other than the Liquidity Support Provider as the Owner of Purchased Bonds) of affected Bonds at such Owner's address shown on the registry books maintained by the Trustee. Such notice shall state the Purchase Date and shall:

1. Identify the Bonds held by such Owner that are subject to such mandatory tender and purchase by CUSIP number;

2. State that the then-current Liquidity Support Facility or Credit Support Facility, as applicable, is expiring or is being terminated, as applicable, specify the Expiration Date or Optional Early Termination Date, as applicable, of the Liquidity Support Facility or Credit Support Facility, as applicable, and state that, as applicable, on (i) the fifth Business Day prior to such Expiration Date, or (ii) on the date specified by the Corporation in its written notice to the Trustee set forth in Section 509(B)(iii) above, all Bonds supported by such Liquidity Support Facility or Credit Support Facility, as applicable, that are not Purchased Bonds are subject to mandatory tender for purchase by the Trustee at a purchase price of 100% of the principal amount thereof, plus accrued interest, if any, to the Purchase Date;

3. State that, if the Bonds subject to such mandatory tender and purchase bear interest at a Daily Rate or a Weekly Rate, such Owner may optionally tender his affected Bond(s) for purchase by the Trustee at a purchase price equal to 100% of the principal amount thereof, plus accrued interest at any time prior to such Purchase Date; and

4. State that, on such Purchase Date, the Trustee shall hold funds for the purchase price of all Bonds that are not Purchased Bonds derived from Remarketing Proceeds (if remarketing is permitted pursuant to Section 509(E) hereof) or the proceeds of a Draw on the terminating or expiring, if applicable, Liquidity Support Facility, in trust and uninvested and without liability for interest for the Owners thereof, which money shall be paid to each such Owner upon surrender of such Owner's Bond(s) to the Trustee at its Tender Address, on or after such Purchase Date, together with an appropriate instrument of transfer, fully executed in blank by such Owner or such Owner's duly authorized attorney.

The notice requirement of this Section 509(C) shall be satisfied when notice in accordance herewith is transmitted as provided herein, regardless of whether such notice is actually received by any Rating Agency then rating the Bonds or the Beneficial Owners or the Owners, as the case may be, of any affected Bonds.

(D) If the Purchase Date for a mandatory tender and purchase described in Section 509(A) or (B) hereof will occur prior to the Book-Entry Termination Date and if the Remarketing Agent shall have delivered to the Trustee the Delivery Order described in Section 509(E) hereof, the Trustee, for and on behalf of the Beneficial Owner of each Bond to be so purchased, shall deliver to the Custodian no later than 9:00 a.m., New York City time, on the Purchase Date, the Delivery Order described in Section 509(E) hereof. If such Purchase Date will occur on or after the Book-Entry Termination Date, the Owner of each Bond to be so purchased shall deliver such Bond, together with an appropriate instrument of transfer, fully executed in blank by such Owner or his duly authorized attorney, to the Trustee, at its Tender Address, no later than 9:00 a.m., New York City time, on such Purchase Date.

(E) The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all Bonds (or portions thereof) tendered pursuant to this Section 509 at a price equal to 100% of the principal amount thereof, plus accrued interest, if any, to the Purchase Date; provided, that no Bonds shall be remarketed to the Issuer, the Corporation or any Affiliate. If such Purchase Date will occur prior to the Book-Entry Termination Date, no later than 9:00 a.m., New York City time, on such Purchase Date, any such purchaser of Bonds shall give or

cause to be given to the Custodian, authorization to cause an amount equal to 100% of the purchase price thereof to be delivered by or on behalf of such purchaser to the Federal Reserve account of the Remarketing Agent to which the Custodian has access upon transfer of beneficial ownership of any such Bonds to or for the account of such purchaser. If such Purchase Date will occur on or after the Book-Entry Termination Date, no later than 9:00 a.m., New York City time, on the Purchase Date, such purchaser shall pay or cause to be paid to the Remarketing Agent the full purchase price of any such Bonds in immediately available funds.

Payment of the purchase price and the remarketing of Bonds tendered pursuant to this Section 509 shall be accomplished as follows:

1. Not later than 4:30 p.m., New York City time, on the Business Day prior to the Purchase Date with respect to any Bonds tendered for purchase pursuant to this Section 509, the Remarketing Agent shall notify the Trustee and the Corporation, by Electronic Means, of the purchase price of Bonds tendered for purchase pursuant to this Section 509 that have not been remarketed by the Remarketing Agent at that time. Not later than 5:00 p.m., New York City time, on that day, the Trustee shall give notice by Electronic Means to the Liquidity Support Provider, if any, specifying the purchase price of Bonds tendered for purchase pursuant to this Section 509 that have not been remarketed. If the Trustee has not received notice from the Remarketing Agent, the Trustee shall assume that no such Bonds have been remarketed.

2. If such Purchase Date will occur prior to the Book-Entry Termination Date with respect to the Bonds, the Remarketing Agent shall give telephonic notice to the Trustee and the Corporation no later than 9:30 a.m., New York City time, on the Purchase Date of the aggregate principal amount of such tendered Bonds for which the Remarketing Agent will accept the Delivery Order initiated by the Trustee pursuant to Section 509(E)(6) hereof by authorizing the Custodian to transfer an amount of Remarketing Proceeds equal to the purchase price of such tendered Bonds from the Remarketing Agent's Federal Reserve account to which the Custodian has access to the Trustee's, or its affiliate's, Federal Reserve account to which the Custodian has access, and the Trustee shall deposit such amount into the Remarketing Proceeds Purchase Account.

3. If such Purchase Date will occur on or after the Book-Entry Termination Date with respect to the Bonds, the Remarketing Agent shall provide telephonic notice to the Trustee and the Corporation no later than 9:30 a.m., New York City time, on such Purchase Date (to be confirmed by a written notice delivered to the Trustee no later than 9:30 a.m., New York City time, on such Purchase Date) of the amount of Remarketing Proceeds received by the Remarketing Agent on such Purchase Date and the Remarketing Agent shall transfer such amount to the Trustee, who shall deposit such amount into the Remarketing Proceeds Purchase Account.

4. If Remarketing Proceeds received by the Trustee pursuant to paragraph 2. or 3. above are not sufficient to pay the purchase price of tendered Bonds on the Purchase Date, the Trustee shall, at or before 10:00 a.m., New York City time, on the Purchase Date, make a Draw on the expiring, if applicable, Liquidity Support Facility (the proceeds of such Draw shall be deposited by the Trustee into the Liquidity Support Facility Purchase Account) in accordance

therewith and in accordance with Section 409 hereof if and to the extent necessary to pay the purchase price of Bonds for which Remarketing Proceeds are not available to pay such purchase price. If such Purchase Date occurs prior to the Book-Entry Termination Date with respect to the Bonds, upon receipt by the Trustee of the proceeds of such Draw and deposit thereof into Liquidity Support Facility Purchase Account, the Trustee shall also authorize the Custodian to effect, no later than 1:30 p.m., New York City time, on such Purchase Date, the Delivery Orders to the Custodian as described in Section 509(E)(6) hereof. The purchase price of any Bonds tendered for purchase pursuant to this Section 509 shall be paid to or for the account of the Owner or Beneficial Owner thereof, as applicable, in accordance with Section 513 hereof.

5. By 2:30 p.m., New York City time, on the Purchase Date, the Trustee shall apply the money delivered to it under this Section 509 as follows and, to the extent money delivered to it is so designated, in the following priority, to purchase tendered Bonds from the Owners thereof at the purchase price:

(a) First, from the Remarketing Proceeds, including the proceeds of “remarketing” any such Bonds to the Remarketing Agent for its own account, to the extent of that money, held in the Remarketing Proceeds Purchase Account;

(b) Second, from proceeds of a Draw or Draws on the Liquidity Support Facility (such draw to be made from the Liquidity Support Facility then expiring, if applicable) to pay such purchase price, held in the Liquidity Support Facility Purchase Account; and

(c) Third, at the option of the Corporation, from funds provided by the Corporation and held in the Corporation Purchase Account.

Any money described in Section 509(E)(5)(a) through (c) hereof remaining with the Trustee, after providing for Untendered Bonds in the manner provided in Section 511 hereof, shall be paid by the Trustee, no later than 4:30 p.m., New York City time, on the Purchase Date, first, to the Liquidity Support Provider to the extent of any money received pursuant to a Draw on any Liquidity Support Facility, and then to the Corporation.

6. If such Purchase Date will occur prior to the Book-Entry Termination Date with respect to the Bonds, upon receipt by the Trustee of telephonic notice from the Remarketing Agent, the Trustee shall deliver to the Custodian no later than 9:30 a.m., New York City time, on such Purchase Date, a Delivery Order directing the Custodian to transfer beneficial ownership of Bonds in respect to which Remarketing Proceeds are to be received by the Trustee pursuant to Section 509(E)(2) hereof to or upon the order of the Remarketing Agent upon acceptance of such Delivery Order by the Remarketing Agent.

(F) If the Bonds tendered pursuant to this Section 509 may be remarketed pursuant to Section 509(E) hereof, an Owner or Beneficial Owner, as applicable, may repurchase any such Bond(s) tendered on any Purchase Date subject to Section 509(E) hereof and if the Remarketing Agent agrees to sell such Bonds to such Owner or Beneficial Owner.

SECTION 510. MANDATORY TENDER AND PURCHASE OF BONDS UPON
DEFAULT UNDER, OR TERMINATION OR NONREINSTATEMENT
OF LIQUIDITY SUPPORT FACILITY OR CREDIT SUPPORT
FACILITY.

(A) (i) When the Bonds are in any Variable Rate Mode and a Liquidity Support Facility that is a letter of credit is in effect, the Bonds shall be subject to mandatory tender for purchase if the Trustee receives written notice from the Liquidity Support Provider stating (x) that an “Event of Default”, as defined in the Liquidity Support Facility Agreement has occurred and is continuing, and the Liquidity Support Provider requests a mandatory tender of Bonds; or (y) that following a drawing for interest under the Liquidity Support Facility, the Liquidity Support Facility will not be reinstated with respect to interest.

Such Bonds shall be subject to mandatory tender for purchase (a) with respect to the circumstances described in the foregoing clause (x), on the date specified by the Liquidity Support Provider in its written notice to the Trustee, provided such date shall be a date that is no later than five calendar days following the Trustee’s receipt of said written notice, and (b) with respect to the circumstances described in the foregoing clause (y), on a date which is no later than five calendar days following the Trustee’s receipt of notice from the Liquidity Support Provider; provided, however, that such mandatory tender date shall be a Business Day, and shall occur prior to any date upon which the then-current Liquidity Support Facility is to be terminated.

(ii) When the Bonds are in any Variable Rate Mode and a Liquidity Support Facility that is a standby bond purchase agreement is in effect, the Bonds shall be subject to mandatory tender for purchase if the Trustee receives written notice from the Liquidity Support Provider stating that a termination event has occurred and is continuing and the Liquidity Provider has exercised its option to terminate the Liquidity Support Facility (unless the Liquidity Support Facility terminates due to an immediate termination event, in which event the Bonds shall not be subject to mandatory tender and purchase). Such Bonds shall be subject to mandatory tender for purchase on the date specified by the Liquidity Support Provider in its written notice to the Trustee, or if no such date is specified, on the date selected by the Trustee (provided, however, that such mandatory tender date shall be prior to the date of termination of such Liquidity Support Facility and shall be a Business Day).

Any such mandatory purchase shall be at a Purchase Price equal to the principal amount thereof plus accrued interest; provided that if the Bonds are subject to mandatory tender pursuant to either Section 506 or 507 on a date coinciding with the date on which such Bonds would otherwise be subject to mandatory tender pursuant to this Section, then mandatory tender for purchase shall be made pursuant to Section 506 or 507 for purposes of this Indenture and the Bonds.

(B) When the Bonds are in any Variable Rate Mode and a Credit Support Facility that is a letter of credit is in effect, the Bonds shall be subject to mandatory tender for purchase if the Trustee receives written notice from the Credit Support Provider stating (x) that an “Event of

Default”, as defined in the Credit Support Facility Agreement has occurred and is continuing, and the Credit Support Provider requests a mandatory tender of Bonds; or (y) that following a drawing for interest under the Credit Support Facility, the Credit Support Facility will not be reinstated with respect to interest.

Such Bonds shall be subject to mandatory tender for purchase (a) with respect to the circumstances described in the foregoing clause (x), on the date specified by the Credit Support Provider in its written notice to the Trustee, provided such date shall be a date that is no later than five calendar days following the Trustee’s receipt of said written notice, or (b) with respect to the circumstances described in the foregoing clause (y), on a date which is no later than five calendar days following the Trustee’s receipt of notice from the Credit Support Provider; provided, however, that such mandatory tender date shall be a Business Day, and shall occur prior to any date upon which the then-current Credit Support Facility is to be terminated.

Any such mandatory purchase shall be at a Purchase Price equal to the principal amount thereof plus accrued interest; provided that if the Bonds are subject to mandatory tender pursuant to either Section 506 or 507 on a date coinciding with the date on which such Bonds would otherwise be subject to mandatory tender pursuant to this Section, then mandatory tender for purchase shall be made pursuant to Section 506 or 507 for purposes of this Indenture and the Bonds.

(C) If the Purchase Date for such mandatory tender will occur prior to the Book-Entry Termination Date, the Trustee shall give notice of such mandatory tender and purchase to the Custodian in accordance with the Letter of Representation. If the Purchase Date for such mandatory tender will occur on or after the Book-Entry Termination Date, the Trustee shall give notice of such mandatory tender and purchase as soon as practicable, but not less than 3 days prior to the Purchase Date, by Electronic Means, to each Rating Agency then rating the Bonds and also to each Owner (other than the Liquidity Support Provider as the Owner of Purchased Bonds) of affected Bonds at such Owner’s address shown on the registry books maintained by the Trustee. Such notice shall state the Purchase Date and shall:

1. Identify the Bonds held by such Owner that are subject to such mandatory tender and purchase by CUSIP number;

2. State that the Trustee has received notice, as applicable, (A) from the Liquidity Support Provider that (i) that an “Event of Default”, as defined in the Liquidity Support Facility Agreement has occurred and is continuing and the Liquidity Support Provider requests a mandatory tender of Bonds; or (ii) that following a drawing for interest under the Liquidity Support Facility, the Liquidity Support Facility will not be reinstated, or (iii) where the Liquidity Support Facility is a standby bond purchase agreement, a termination event has occurred and is continuing and the Liquidity Support Provider has exercised its option to terminate the Liquidity Support Facility, or (B) from the Credit Support Provider that (i) an “Event of Default”, as defined in the Credit Support Facility Agreement has occurred and is continuing and the Credit Support Provider requests a mandatory tender of Bonds; or (ii) that following a drawing for interest made under the Credit Support Facility, the Credit Support Facility will not be reinstated; and state that on the Purchase Date, all Bonds that are not Purchased Bonds are

subject to mandatory tender for purchase by the Trustee at a purchase price of 100% of the principal amount thereof, plus accrued interest, if any, to the Purchase Date;

3. State that, if the Bonds subject to such mandatory tender and purchase bear interest at a Daily Rate or a Weekly Rate, such Owner may optionally tender his affected Bond(s) for purchase by the Trustee at a purchase price equal to 100% of the principal amount thereof, plus accrued interest at any time prior to such Purchase Date; and

4. State that, on such Purchase Date, the Trustee shall hold funds for the purchase price of all Bonds that are not Purchased Bonds derived from Remarketing Proceeds (if remarketing is permitted pursuant to Section 509(D) hereof) or the proceeds of a Draw on the then-in-effect Liquidity Support Facility, in trust and uninvested and without liability for interest for the Owners thereof, which money shall be paid to each such Owner upon surrender of such Owner's Bond(s) to the Trustee at its Tender Address, on or after such Purchase Date, together with an appropriate instrument of transfer, fully executed in blank by such Owner or such Owner's duly authorized attorney.

The notice requirement of this Section 509(B) shall be satisfied when notice in accordance herewith is transmitted as provided herein, regardless of whether such notice is actually received by any Rating Agency then rating the Bonds or the Beneficial Owners or the Owners, as the case may be, of any affected Bonds.

(D) If the Purchase Date for a mandatory tender and purchase described in Section 510(A) or (B) hereof will occur prior to the Book-Entry Termination Date and if the Remarketing Agent shall have delivered to the Trustee the Delivery Order described in Section 510(E) hereof, the Trustee, for and on behalf of the Beneficial Owner of each Bond to be so purchased, shall deliver to the Custodian no later than 2:00 p.m., New York City time, on the Purchase Date, the Delivery Order described in Section 510(E) hereof. If such Purchase Date will occur on or after the Book-Entry Termination Date, the Owner of each Bond to be so purchased shall deliver such Bond, together with an appropriate instrument of transfer, fully executed in blank by such Owner or his duly authorized attorney, to the Trustee, at its Tender Address, no later than 12:00 noon, New York City time, on such Purchase Date.

(E) The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all Bonds (or portions thereof) tendered pursuant to this Section 510 at a price equal to 100% of the principal amount thereof, plus accrued interest, if any, to the Purchase Date; provided, that no Bonds shall be remarketed to the Issuer, the Corporation or any Affiliate. If such Purchase Date will occur prior to the Book-Entry Termination Date, no later than 9:00 a.m., New York City time, on such Purchase Date, any such purchaser of Bonds shall give or cause to be given to the Custodian, authorization to cause an amount equal to 100% of the purchase price thereof to be delivered by or on behalf of such purchaser to the Federal Reserve account of the Remarketing Agent to which the Custodian has access upon transfer of beneficial ownership of any such Bonds to or for the account of such purchaser. If such Purchase Date will occur on or after the Book-Entry Termination Date, no later than 9:00 a.m., New York City time, on the Purchase Date, such purchaser shall pay or cause to be paid to the Remarketing Agent the full purchase price of any such Bonds in immediately available funds.

Payment of the purchase price and the remarketing of Bonds tendered pursuant to this Section 510 shall be accomplished as follows:

1. Not later than 4:30 p.m., New York City time, on the Business Day prior to the Purchase Date with respect to any Bonds tendered for purchase pursuant to this Section 510, the Remarketing Agent shall notify the Trustee and the Corporation, by Electronic Means, of the purchase price of Bonds tendered for purchase pursuant to this Section 510 that have not been remarketed by the Remarketing Agent at that time. Not later than 5:00 p.m., New York City time, on that day, the Trustee shall give notice by Electronic Means to the Liquidity Support Provider, if any, specifying the purchase price of Bonds tendered for purchase pursuant to this Section 510 that have not been remarketed. If the Trustee has not received notice from the Remarketing Agent, the Trustee shall assume that no such Bonds have been remarketed.

2. If such Purchase Date will occur prior to the Book-Entry Termination Date with respect to the Bonds, the Remarketing Agent shall give telephonic notice to the Trustee and the Corporation no later than 9:30 a.m., New York City time, on the Purchase Date of the aggregate principal amount of such tendered Bonds for which the Remarketing Agent will accept the Delivery Order initiated by the Trustee pursuant to Section 510(E)(6) hereof by authorizing the Custodian to transfer an amount of Remarketing Proceeds equal to the purchase price of such tendered Bonds from the Remarketing Agent's Federal Reserve account to which the Custodian has access to the Trustee's, or its affiliate's, Federal Reserve account to which the Custodian has access, and the Trustee shall deposit such amount into the Remarketing Proceeds Purchase Account.

3. If such Purchase Date will occur on or after the Book-Entry Termination Date with respect to the Bonds, the Remarketing Agent shall provide telephonic notice to the Trustee and the Corporation no later than 9:30 a.m., New York City time, on such Purchase Date (to be confirmed by a written notice delivered to the Trustee no later than 9:30 a.m., New York City time, on such Purchase Date) of the amount of Remarketing Proceeds received by the Remarketing Agent on such Purchase Date and the Remarketing Agent shall transfer such amount to the Trustee, who shall deposit such amount into the Remarketing Proceeds Purchase Account.

4. If Remarketing Proceeds received by the Trustee pursuant to paragraph 2. or 3. above are not sufficient to pay the purchase price of tendered Bonds on the Purchase Date, the Trustee shall, at or before 10:00 a.m., New York City time, on the Purchase Date, make a Draw on the expiring or terminating, if applicable, Liquidity Support Facility (the proceeds of such Draw shall be deposited by the Trustee into the Liquidity Support Facility Purchase Account) in accordance with Section 409 hereof if and to the extent necessary to pay the purchase price of Bonds for which Remarketing Proceeds are not available to pay such purchase price. If such Purchase Date occurs prior to the Book-Entry Termination Date with respect to the Bonds, upon receipt by the Trustee of the proceeds of such Draw and deposit thereof into Liquidity Support Facility Purchase Account, the Trustee shall also authorize the Custodian to effect, no later than 1:30 p.m., New York City time, on such Purchase Date, the Delivery Orders to the Custodian as described in Section 510(E)(6) hereof. The purchase price of any Bonds

tendered for purchase pursuant to this Section 510 shall be paid to or for the account of the Owner or Beneficial Owner thereof, as applicable, in accordance with Section 513 hereof.

5. By 2:30 p.m., New York City time, on the Purchase Date, the Trustee shall apply the money delivered to it under this Section 510 as follows and, to the extent money delivered to it is so designated, in the following priority, to purchase tendered Bonds from the Owners thereof at the purchase price:

(a) First, from the Remarketing Proceeds, including the proceeds of “remarketing” any such Bonds to the Remarketing Agent for its own account, to the extent of that money, held in the Remarketing Proceeds Purchase Account;

(b) Second, from proceeds of a Draw or Draws on the Liquidity Support Facility (such draw to be made from the Liquidity Support Facility then expiring, if applicable) to pay such purchase price, held in the Liquidity Support Facility Purchase Account; and

(c) Third, at the option of the Corporation, from funds provided by the Corporation and held in the Corporation Purchase Account.

Any money described in Section 510(E)(5)(a) through (c) hereof remaining with the Trustee, after providing for Untendered Bonds in the manner provided in Section 511 hereof, shall be paid by the Trustee, no later than 4:30 p.m., New York City time, on the Purchase Date, first, to the Liquidity Support Provider to the extent of any money received pursuant to a Draw on any Liquidity Support Facility, and then to the Corporation.

6. If such Purchase Date will occur prior to the Book-Entry Termination Date with respect to the Bonds, upon receipt by the Trustee of telephonic notice from the Remarketing Agent, the Trustee shall deliver to the Custodian no later than 11:30 a.m., New York City time, on such Purchase Date, a Delivery Order directing the Custodian to transfer beneficial ownership of Bonds in respect to which Remarketing Proceeds are to be received by the Trustee pursuant to Section 510(E)(2) hereof to or upon the order of the Remarketing Agent upon acceptance of such Delivery Order by the Remarketing Agent.

(F) If the Bonds tendered pursuant to this Section 510 may be remarketed pursuant to Section 510(E) hereof, an Owner or Beneficial Owner, as applicable, may repurchase any such Bond(s) tendered on any Purchase Date subject to Section 510(E) hereof and if the Remarketing Agent agrees to sell such Bonds to such Owner or Beneficial Owner.

SECTION 511. UNTENDERED BONDS DEEMED TENDERED.

Any Untendered Bonds shall be deemed to have been properly tendered (by physical delivery, Delivery Order or otherwise) to the Trustee for purchase on the applicable Purchase Date. The Owner or Beneficial Owner, as the case may be, of such Untendered Bonds shall not be entitled to any payment (including any interest to accrue from and after the Purchase Date) other than the respective purchase prices of such Untendered Bonds, and such Untendered Bonds shall not be entitled to any lien, benefit or security of this Indenture, except for payment of such

purchase price out of the money deposited for such payment as aforesaid, subject, however, to the provisions of Sections 1001 and 1101 hereof.

SECTION 512. PAYMENT OF PURCHASE PRICE OF TENDERED BONDS.

(A) The Trustee shall purchase all Bonds tendered or deemed tendered on any Purchase Date no later than 2:30 p.m., New York City time, on such Purchase Date, at a purchase price equal to 100% of the principal amount thereof, plus accrued interest, if applicable, to the Purchase Date.

(B) Payment of the purchase price of any Bonds tendered or deemed tendered

1. pursuant to Section 507 hereof shall be made only from the proceeds of the sale of the Bonds as Fixed Rate Bonds delivered to the Trustee by the investment bankers pursuant to the Fixed Rate Commitment; and

2. pursuant to Sections 504, 505, 506, 508, 509 and 510 hereof shall be made with money derived from the sources and in the priority detailed in each such section, which include (1) money derived from Remarketing Proceeds and held in the Remarketing Proceeds Purchase Account, (2) proceeds of Draws under the Liquidity Support Facility pursuant to Section 409 hereof and held in the Liquidity Support Facility Purchase Account, or, (3) if a Liquidity Support Facility is not required pursuant to Section 401 hereof or upon any failure by the Liquidity Support Provider to make payment when due in respect of any Draw with respect to such Liquidity Support Facility, from funds provided by the Corporation and held in the Corporation Purchase Account.

The Trustee shall not have any obligation to expend its own funds in connection with any such purchase, nor any obligation to pay the purchase price in any type of funds other than that received as (i) Remarketing Proceeds, (ii) proceeds of Draws under the Liquidity Support Facility or (iii) from the Corporation in the absence of funds specified in (i) and (ii) immediately above for such purpose as aforesaid.

Any payment of purchase price required to be made pursuant to this Indenture shall be made to the Owner of the Bonds to whom such purchase price payment is due, or the duly authorized agent of such Owner, but only upon (a) (if such Purchase Date occurs prior to the Book-Entry Termination Date), delivery by or on behalf of such Owner to the Custodian of a Delivery Order directing the Custodian to transfer beneficial ownership of such tendered Bond to or upon the order of the Trustee upon receipt of such purchase price by or on behalf of such Owner in accordance with the Letter of Representation; or (b) (if such Purchase Date occurs on or after the Book-Entry Termination Date) delivery to the Trustee, at its New York Tender Address, of the Bond(s) to be purchased.

(C) The Remarketing Agent shall deliver all Remarketing Proceeds actually received by the Remarketing Agent to the Trustee by 9:30 a.m., New York City time, on such Purchase Date, for deposit into the Remarketing Proceeds Purchase Account and from such appropriate Remarketing Proceeds Purchase Account, payment by the Trustee of the purchase price required

to be made pursuant to this Indenture to the Owner of the Bonds to whom such purchase price payment is due, or the duly authorized agent of such Owner.

SECTION 513. REMARKETING OF PURCHASED BONDS AND CORPORATION BONDS; DELIVERY OF REMARKETED BONDS; INADEQUATE FUNDS FOR TENDER.

(A) Bonds purchased by the Trustee with the proceeds of any Draw under the Liquidity Support Facility made pursuant to Section 409 hereof and not remarketed on or before the Purchase Date shall (1) (if such Purchase Date occurs prior to the Book-Entry Termination Date) be credited to the participant account of the Trustee or the Purchased Bonds Custodian or their affiliates maintained with the Custodian for the benefit of the Liquidity Support Provider as the Beneficial Owner thereof; or (2) (if such Purchase Date occurs on or after the Book-Entry Termination Date) be registered in the name of the Liquidity Support Provider or nominee (provided, that if such Bonds were Untendered Bonds, the Trustee shall, immediately upon the purchase thereof, issue new Bonds in a corresponding principal amount registered in the name of the Liquidity Support Provider or its nominee). Such Bonds, in either case, shall be considered "Purchased Bonds." All Purchased Bonds shall be held in the participant account of the Trustee or the Purchased Bonds Custodian or their affiliates maintained with the Custodian prior to the Book-Entry Termination Date and by the Trustee after the Book-Entry Termination Date, in each case, for the benefit of the Liquidity Support Provider as the Beneficial Owner or the Owner thereof, as the case may be, until such Purchased Bonds are remarketed, redeemed or accelerated, or until the Liquidity Support Provider notifies the Trustee in writing of its election to retain such Bonds, if so permitted pursuant to the applicable Reimbursement Agreement, or until such Bonds mature, whichever comes first; provided, that upon any election by the Liquidity Support Provider to retain such Purchased Bonds prior to the Book-Entry Termination Date, the Trustee shall direct the Custodian to transfer such Purchased Bond to the participant account of the Liquidity Support Provider or its nominee maintained with the Custodian.

The Remarketing Agent shall continue to offer for sale and use its best efforts to sell, all Purchased Bonds as if they bore interest at the Variable Rate then in effect for the Bonds, at a price equal to 100% of the principal amount thereof, plus accrued interest, if any; provided, that no such Purchased Bonds shall be remarketed to the Issuer, the Corporation or any Affiliate. In the event of a remarketing of Purchased Bonds, the Remarketing Agent shall immediately notify the Trustee of the amount of such Remarketing Proceeds and shall acknowledge that the Remarketing Agent will accept the Trustee's Delivery Order in accordance with this Section 513(A) as follows:

1. if such Remarketing Proceeds are received prior to the Book-Entry Termination Date, upon receipt of the Remarketing Agent's notice as described above, the Trustee shall initiate a Delivery Order to the Custodian, directing the transfer of Purchased Bonds in an aggregate principal amount in respect to which such Remarketing Proceeds have been received by the Remarketing Agent, to or for the account of the Remarketing Agent, and the Remarketing Agent shall authorize such transfer. The Trustee shall pay such Remarketing Proceeds, to the extent of any amounts owing to the Liquidity Support Provider from the Corporation, to the Liquidity Support Provider on the same day as such Remarketing Proceeds

are received if such Remarketing Proceeds are received by the Trustee prior to 4:00 p.m., New York City time and otherwise within one Business Day after receipt of such Remarketing Proceeds.

2. If such Remarketing Proceeds are received on or after the Book-Entry Termination Date, the Remarketing Agent shall cause such Remarketing Proceeds, to the extent of any amounts owing to the Liquidity Support Provider from the Corporation, to be paid directly to the Liquidity Support Provider on the same day as they are received if such Remarketing Proceeds are received by the Remarketing Agent prior to 4:00 p.m., New York City time on such day and otherwise within one Business Day after receipt of such Remarketing Proceeds.

Neither the Remarketing Agent nor the Trustee shall have any responsibility at any time to collect interest from the purchaser of such Purchased Bond in any amount greater than accrued interest thereon to the date of such purchase at the Variable Rate applicable to such Bond in accordance with Section 513(A) hereof. If the Liquidity Support Provider requires the filing of a certificate or other information to confirm the payment of Remarketing Proceeds to the Liquidity Support Provider as a condition to the reinstatement of the Liquidity Support Facility, the Trustee shall make such filings as required by and in strict compliance with the terms of the Liquidity Support Facility. If the Liquidity Support Facility shall continue be in effect following the remarketing of Bonds, then Purchased Bonds may not be remarketed unless and until such Liquidity Support Facility has been reinstated in the required Available Amount, and the Remarketing Agent and Trustee have been advised of such reinstatement by the Liquidity Support Provider, unless the Liquidity Support Facility provides that such reinstatement is automatic upon or prior to receipt of the Remarketing Proceeds therefrom by the Trustee or the Liquidity Support Provider; provided, that neither the Remarketing Agent nor the Trustee shall deliver any remarketed Bonds to the purchaser(s) thereof unless and until the appropriate Available Amount under the Liquidity Support Facility has been reinstated.

(B) Bonds purchased with amounts provided by the Corporation, or with proceeds of a drawing on the Liquidity Support Facility for which the Liquidity Support Provider has been reimbursed with amounts provided by the Corporation shall (1) (if such Purchase Date occurs prior to the Book-Entry Termination Date) be credited to the participant account of the Trustee or its affiliate maintained with the Custodian for the benefit of the Corporation as the Beneficial Owner thereof; or (2) (if such Purchase Date occurs on or after the Book-Entry Termination Date) be registered in the name of the Corporation or nominee (provided, that if such Bonds were Untendered Bonds, the Trustee shall, immediately upon the purchase thereof, issue new Bonds in a corresponding principal amount registered in the name of the Corporation or its nominee). Such Bonds, in either case, shall be considered "Corporation Bonds." All Corporation Bonds shall be held in the participant account of the Trustee or its affiliate maintained with the Custodian prior to the Book-Entry Termination Date and by the Trustee after the Book-Entry Termination Date, in each case, for the benefit of the Corporation as the Beneficial Owner or the Owner thereof, as the case may be, until such Corporation Bonds are remarketed, redeemed or accelerated, or until the Corporation notifies the Trustee in writing of its election to retain such Bonds, or until such Bonds mature.

The Remarketing Agent shall continue to offer for sale and use its best efforts to sell, all Corporation Bonds as if they bore interest at the Variable Rate then in effect for the Bonds, at a price equal to 100% of the principal amount thereof, plus accrued interest, if any; provided, that no such Purchased Bonds shall be remarketed to the Issuer. In the event of a remarketing of Corporation Bonds, the Remarketing Agent shall immediately notify the Trustee of the amount of such Remarketing Proceeds and shall acknowledge that the Remarketing Agent will accept the Trustee's Delivery Order in accordance with this Section 513(B) as follows:

1. if such Remarketing Proceeds are received prior to the Book-Entry Termination Date, upon receipt of the Remarketing Agent's notice as described above, the Trustee shall initiate a Delivery Order to the Custodian, directing the transfer of Corporation Bonds in an aggregate principal amount in respect to which such Remarketing Proceeds have been received by the Remarketing Agent, to or for the account of the Remarketing Agent, and the Remarketing Agent shall authorize such transfer. The Trustee shall pay such Remarketing Proceeds to the Corporation on the same day as such Remarketing Proceeds are received if such Remarketing Proceeds are received by the Trustee prior to 4:00 p.m., New York City time and otherwise within one Business Day after receipt of such Remarketing Proceeds.

2. If such Remarketing Proceeds are received on or after the Book-Entry Termination Date, the Remarketing Agent shall cause such Remarketing Proceeds to be paid directly to the Corporation on the same day as they are received if such Remarketing Proceeds are received by the Remarketing Agent prior to 4:00 p.m., New York City time on such day and otherwise within one Business Day after receipt of such Remarketing Proceeds.

Neither the Remarketing Agent nor the Trustee shall have any responsibility at any time to collect interest from the purchaser of such Purchased Bond in any amount greater than accrued interest thereon to the date of such purchase at the Variable Rate applicable to such Bond in accordance with Section 513(B) hereof. So long as a Liquidity Support Facility is in effect with respect to such Bonds, Corporation Bonds may not be remarketed unless and until such Liquidity Support Facility has been reinstated in the required Available Amount, and the Remarketing Agent has been advised of such reinstatement by the Liquidity Support Provider and neither the Remarketing Agent nor the Trustee shall deliver any remarketed Bonds to the purchaser(s) thereof unless and until the appropriate Available Amount under the Liquidity Support Facility has been reinstated.

(C) On and after the Book-Entry Termination Date, when the Remarketing Agent has found a purchaser for any Bond, it shall notify the Trustee of such fact and shall furnish the name and address of such purchaser to the Trustee at its Tender Address not later than either (1) 12:00 noon, New York City time, on the date on which such Bond is to be purchased, if such Bond is a Purchased Bond; (2) 11:30 a.m. New York City time, on the date on which such Bond is to be purchased, if such Bond bears interest at a Daily Rate; or (3) 4:00 p.m., New York City time, on the Business Day preceding the date on which such Bond is to be purchased, in all other cases. Upon receipt of such notice and upon receipt by the Trustee of immediately available funds from the Remarketing Agent in an amount equal to the Remarketing Proceeds attributable to such Bond, the Trustee shall issue a new Bond (or Bonds) in exchange therefor, which shall be

registered upon the order of such purchaser and delivered by the Trustee to the Remarketing Agent. The Trustee shall cancel the exchanged Bond.

(D) On and after the Book-Entry Termination Date, the Trustee shall deliver to or upon the order of the purchaser(s) of Bonds which have been remarketed the due-bill, if any, delivered with such Bonds when tendered, as required herein.

(E) If the funds available for purchases of Bonds pursuant to this Article V are inadequate for the purchase of all Bonds tendered on any Purchase Date, no conversion of interest rate on such Bonds shall occur and no purchase shall be consummated and the Trustee shall, after any applicable grace period, (1) return all tendered Bonds to the Holders thereof, (2) return all moneys which are remarketing proceeds to the Remarketing Agent for return to the Persons providing such moneys, and (3) return all moneys drawn on any Liquidity Facility to the Liquidity Facility Provider.

If the funds available for the purchases of Bonds pursuant to this Article V are inadequate for the purchase of all Bonds tendered on any Purchase Date, then at the written direction of the affected Bondholders, the Trustee shall take such actions to enforce its rights under the Liquidity Support Facility.

ARTICLE VI
GENERAL COVENANTS

SECTION 601. PAYMENT OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST.

Subject to the limited source of payment hereinafter referred to, the Issuer covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bond according to the true intent and meaning thereof. The Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Trust Estate (except to the extent paid out of moneys attributable to Bond proceeds or the income from the temporary investment thereof and under certain circumstances, Net Proceeds, and except for the Unassigned Rights) and shall be a valid claim of the respective holders thereof only against the funds and accounts established under the Indenture, other than the Rebate Fund, and other moneys held by the Trustee for the benefit of the Bondholders and the payment due or to become due upon or under this Indenture (except for the Unassigned Rights) all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture. Nothing in the Bonds or in this Indenture shall be considered as assigning or pledging any other funds or assets of the Issuer.

SECTION 602. MAINTENANCE OF POWERS.

The Issuer shall maintain its power to perform its obligations hereunder and to exercise its rights and remedies under the Agreement.

SECTION 603. ENFORCEMENT, EXECUTION AND AMENDMENT AND OTHER CONTRACTS; NOTICE OF DEFAULT.

The Issuer has assigned substantially all of its rights and obligations hereunder to the Trustee. Nonetheless, the Issuer shall not, without the consent of the Trustee, amend the Assignment or this Indenture so as to affect adversely the Issuer's ability to perform its covenants under this Indenture or change the installment payments or term of the Agreement or the security interest hereby created. The Issuer shall file with the Trustee copies of the Agreement, together with all amendments or supplements thereto, whether or not the Trustee's consent is required thereto, and shall give prompt notice to the Trustee of any default by any of the parties thereto of which it has actual knowledge, except defaults of minor importance to the interest of the Issuer therein.

SECTION 604. EXTENSION OF TIME FOR PAYMENT.

The Issuer shall not directly or indirectly extend or assent to the extension of the time for payment of the principal of or interest on the Bonds and shall not directly or indirectly be a party

to or approve any arrangement therefor. Notwithstanding the foregoing, the holder of any Bond may extend the time for payment of the principal of or interest on such Bond; *provided, however*, that upon the occurrence of an Event of Default, funds available hereunder for the payment of the principal of and interest on the Bonds shall not be applied to any payment so extended until all principal and interest payments which have not been extended have first been paid in full.

SECTION 605. ANNUAL REPORTS AND STATEMENTS.

The Corporation shall furnish to the Trustee copies of all reports and other documents which the Corporation is required to furnish the Issuer under the Agreement.

SECTION 606. FINANCING STATEMENTS AND OTHER ACTION TO PROTECT SECURITY INTEREST.

This Indenture shall constitute a security agreement within the meaning of the Pennsylvania Uniform Commercial Code and the Issuer's obligations hereunder shall be secured pursuant to such code by the security interests herein granted with respect to the Trust Estate. The Trustee shall cause an appropriate financing statement or memorandum to be filed, registered and recorded in such manner and at such places as may be required by law, upon advice of Bond Counsel, fully to protect the security of the Trustee, the holders of the Bonds and the right, title and interest of the Trustee in and to the Trust Estate or any part thereof.

The Issuer shall perform or shall cause to be performed any such acts, and execute and cause to be executed any and all further instruments delivered to it by the Corporation and/or the Trustee and as may be required by law or as shall reasonably be requested by the Trustee for protection of the interests of the Trustee and the Bondholders. The Issuer shall cause the Corporation to assume, pursuant to the Agreement, the obligation to file and refile such instruments as shall be necessary to establish and preserve the lien of this Indenture upon the Trust Estate or any part thereof until the principal of and interest on the Bonds secured hereby shall have been paid and to cause the Corporation to furnish satisfactory evidence to the Trustee of recording, registering, filing and refiling of such instruments and of every additional instrument which shall be necessary to preserve the lien of this Indenture upon the Trust Estate or any part thereof until the principal of and interest on the Bonds secured hereby shall have been paid.

At the Written Request of the Corporation, the Trustee shall execute or join in the execution of any such further or additional instrument and file or join in the filing thereof at such time or times and in such place or places as will preserve the lien of this Indenture upon the Trust Estate or any part thereof until the aforesaid principal shall have been paid.

SECTION 607. FURTHER ASSURANCES; ADDITIONAL REVENUES.

The Issuer shall not enter into any contract or take any action by which the rights of the Trustee or the Bondholders may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Indenture. If at any time the Issuer receives any income or payment from the Corporation which is not assigned to the Trustee, it shall promptly pay the same to the Trustee

for deposit in the Bond Fund and, at the request of the Trustee, shall execute and deliver an assignment of its right, title and interest in and to future income or payments of the same type to the Trustee to be held as part of the Trust Estate and cause such filing or recording thereof as may be appropriate to perfect the security interest created thereby, *provided, however*, this sentence of this Section 607 shall not apply to the Administrative Fees of the Issuer or money received by the Issuer related to its Unassigned Rights or money received by the Issuer from the Corporation unrelated to the Bonds.

SECTION 608. COMPLIANCE WITH INTERNAL REVENUE CODE.

(A) The Issuer covenants that it will make no investment or other use of the proceeds of Bonds issued hereunder which would cause such Bonds to be “arbitrage bonds” as that term is defined in Section 148 of the Code, and all applicable regulations promulgated with respect thereto, and that it will comply with the requirements of the Code section and regulations throughout the term of Bonds.

(B) The Issuer covenants to the Bondholders that it will not take any action, omit to take any action, or permit any other Person (including the Corporation) to take any action or fail to take any action over which the Issuer has control, which action or inaction would cause the interest on the Bonds to be subject to federal income tax to a greater extent than on the date of issuance of such Bonds.

SECTION 609. APPLICATION OF PROPERTY INSURANCE PROCEEDS AND CONDEMNATION AWARDS.

The Issuer shall require the Corporation pursuant to the Agreement to notify in writing the Trustee and the Issuer of any damage to or any destruction or condemnation (or other similar taking or conveyance in lieu thereof) of any of the Corporation’s real or personal property valued in excess of 10% of Property, Plant and Equipment. Any insurance proceeds, condemnation awards (or other similar amounts) received in respect of such occurrence shall be applied, at the option of the Corporation, to one of the following:

A. to the reconstruction, replacement or repair of the affected property; provided that if such proceeds exceed the amount necessary for such reconstruction, replacement or repair, the excess shall be applied to the Optional Redemption of the Bonds, and if such proceeds are insufficient to reconstruct, replace or repair the property to its revenue-producing capability prior to such event, then the Corporation shall provide the balance necessary to reconstruct, replace or repair the property; or

B. to the extent permitted under the redemption provisions of Article V hereof, to the Optional Redemption of the Bonds.

ARTICLE VII
EVENTS OF DEFAULT AND REMEDIES

SECTION 701. EVENTS OF DEFAULT DEFINED.

(A) Each of the following shall be an Event of Default hereunder:

1. if payment of any installment of interest on any Bond is not made when it becomes due and payable; or
2. if payment of the principal or premium, if any, of any Bond is not made when it becomes due and payable at Maturity; or
3. if there is an “event of default” under the Agreement or any amendment or supplement thereto; or
4. if there is an event of default under the provisions of the 2007 Master Indenture.

(B) The Trustee shall notify the Issuer, the Master Trustee and the Corporation of the occurrence of any Event of Default of which it has notice or actual knowledge (such notice or actual knowledge being determined in accordance with Section 805 hereof) as soon as practicable.

SECTION 702. REMEDIES, ACCELERATION AND ANNULMENT THEREOF.

(A) Upon the occurrence of any Event of Default, the Trustee may pursue any available remedy including a suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds Outstanding hereunder.

(B) If any Event of Default described in clause (1) or (2) of Section 701(A) above has occurred and is continuing, the Trustee may, and at the written request of the holders of 25% in principal amount of the Bonds then Outstanding, shall by notice in writing to the Issuer, with a copy to the Corporation, the Credit Support Provider and the Liquidity Support Provider, if any, declare the principal of all Bonds then Outstanding to be immediately due and payable, and upon such declaration the said principal, together with interest accrued thereon to the date of such declaration, shall become due and payable immediately at the place of payment provided therein, and the Trustee shall immediately draw on any Credit Support Facility then providing credit support for said Bonds to pay said principal and interest on said Bonds.

If any Event of Default described in clause (3) or (4) of Section 701(A) above has occurred and is continuing, the Trustee may, and at the written request of the holders of 25% in principal amount of the Bonds then Outstanding, shall by notice in writing to the Issuer, with a copy to the Corporation, the Credit Support Provider and the Liquidity Support Provider, if any,

declare the principal of all Bonds then Outstanding to be immediately due and payable, and upon such declaration the said principal, together with interest accrued thereon to the date of such declaration, shall become due and payable immediately at the place of payment provided therein, and the Trustee shall immediately draw on any Credit Support Facility to pay said principal and interest on said Bonds.

(C) If after the principal of Bonds has been so declared to be due and payable, all arrears of interest upon such Bonds (and interest on overdue installments of interest at the maximum rate permitted by law or 1% over the interest rate on the respective Bonds, whichever is lesser) are paid by the Issuer, and the Issuer also performs all other things in respect to which it may have been in default hereunder and the Corporation pays the reasonable charges, fees and expenses of the Trustee and the Bondholders, including reasonable attorney's fees and expenses, then, and in every such case, the Trustee may annul such declaration and its consequences and such annulment shall be binding upon the Trustee, Issuer and upon all holders of Bonds issued hereunder; but no such annulment shall extend to or affect any subsequent default or impair any right or remedy consequent thereon. The Trustee shall not annul any such declaration until the Trustee has received written confirmation from any Credit Support Facility Provider that the Credit Support Facility supporting the Bonds that were the subject of said declaration, if having been drawn upon in connection with said declaration, has been fully reinstated, and that the stated amount of such Credit Support Facility has been restored to that same amount that existed immediately prior to such declaration.

SECTION 703. ACCELERATION AT DIRECTION OF LIQUIDITY SUPPORT PROVIDER OR CREDIT SUPPORT PROVIDER.

If a Liquidity Support Facility is then in effect with respect to the Bonds, or if a Credit Support Facility that is a letter of credit is then in effect with respect to the Bonds, and the Trustee receives written notice from the Liquidity Support Provider or Credit Support Provider, as applicable, (i) stating that an "event of default" under the Liquidity Support Facility Agreement or Credit Support Facility Agreement, as applicable, has occurred and is continuing; and (ii) requesting that the Trustee declare the principal of the Outstanding Bonds secured by such Liquidity Support Facility or Credit Support Facility, as applicable, to be immediately due and payable, then the Trustee shall, as soon as practicable, by notice in writing to the Issuer, with a copy to the Corporation, the Credit Support Provider and the Liquidity Support Provider, as applicable, declare the principal of all Bonds secured by such Liquidity Support Facility or Credit Support Facility, as applicable, to be immediately due and payable, and, upon such declaration, the said principal, together with interest accrued thereon to the date of declaration, shall become due and payable immediately at the place of payment provided therein.

If after the principal of the Bonds has been so declared to be due and payable, if the Corporation pays the reasonable charges, fees and expenses of the Trustee in connection with such acceleration, and if so directed in writing by the Liquidity Support Provider or Credit Support Provider, as applicable, then the Trustee shall annul such declaration and its consequences and such annulment shall be binding upon the Trustee, the Issuer and upon all holders of Bonds issued hereunder; but no such annulment shall extend to or affect any subsequent declaration or impair any right or remedy consequent thereon.

SECTION 704. LEGAL PROCEEDINGS BY TRUSTEE.

If an Event of Default has occurred and is continuing, the Trustee in its discretion may, and upon the written request of the holders of 25% in principal amount of the Bonds then Outstanding, and receipt of indemnity to its satisfaction shall, in its own name:

(A) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Bondholders, including the right to require the Issuer to carry out any other agreements with, or for the benefit of, the Bondholders and to perform its duties under the Act;

(B) bring suit upon the Bonds;

(C) by action or suit in equity require the Issuer to account as if it were the trustee of an express trust for the Bondholders; and

(D) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders.

SECTION 705. DISCONTINUANCE OF PROCEEDINGS BY TRUSTEE.

If any proceedings taken by the Trustee on account of any Event of Default are discontinued or are determined adversely to the Trustee or the Issuer, the Trustee, the Liquidity Support Provider, the Credit Support Provider and the Bondholders shall be restored to their former positions and rights hereunder as though no such proceeding had been taken.

SECTION 706. BONDHOLDERS MAY DIRECT PROCEEDINGS.

The holders of a majority in principal amount of the Bonds then Outstanding hereunder shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee hereunder, provided such written request shall not be otherwise than in accordance with law or the provisions of this Indenture, the Trustee shall have received indemnity to its satisfaction, and that the Trustee shall have the right to decline to follow any such written request which in the opinion of the Trustee would be unjustly prejudicial to Bondholders not a party to such written request. In the event that the Trustee shall receive inconsistent or conflicting requests and indemnity from two or more groups of Bondholders, each representing less than a majority of the aggregate principal amount of the Bonds then Outstanding, the Trustee, in its sole discretion, may determine what action, if any, shall be taken.

SECTION 707. LIMITATIONS ON ACTIONS BY BONDHOLDERS.

No Bondholder shall have any right to pursue any remedy hereunder unless (a) the Trustee shall have been given written notice of an Event of Default, (b) the holders of at least 25% in principal amount of the Bonds then Outstanding shall have requested the Trustee, in writing, to exercise the powers hereinabove granted or to pursue such remedy in its or their name or names, (c) except with respect to the acceleration of the Bonds, the Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities, and (d) the Trustee shall have failed to comply with such request within a reasonable time.

SECTION 708. TRUSTEE MAY ENFORCE RIGHTS WITHOUT POSSESSION OF BONDS.

All rights under this Indenture and the Bonds may be enforced by the Trustee without the possession of any Bonds or the production thereof at the trial or other proceedings relative thereto, and any proceeding instituted by the Trustee shall be brought in its name for the ratable benefit of the holders of the Bonds.

SECTION 709. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred is intended to be exclusive of any other remedy or remedies, each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 710. DELAYS AND OMISSION NOT TO IMPAIR RIGHTS.

No delay or omission in respect of exercising any right or power accruing upon any default shall impair such right or power or be a waiver of such default, and every remedy given by this Article may be exercised from time to time and as often as may be deemed expedient.

SECTION 711. APPLICATION OF MONEYS IN EVENT OF DEFAULT.

(A) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee (which payment of the Trustee's cost and expenses shall be made out of the Corporation's own funds), be deposited in the Bond Fund, and together with all moneys in the funds maintained by the Trustee under Article III shall be applied as follows:

1. Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First: To the payment to the Persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege; and

Second: To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than the Bonds called for redemption for the payment of which moneys are held pursuant to the other provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the Bonds due on any particular date, then to the payment ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege;

2. If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, and then to eliminate any deficiency in the Rebate Fund, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or privilege; and

3. If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of paragraph (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

(B) Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give notice of the deposit with it of any such moneys and of the fixing of any such date and of the Special Record Date in accordance with Section 202(f) hereof 10 days prior to the Special Record Date. The Trustee shall not be required to make payment to the holder of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

(C) Whenever all Bonds and interest thereon have been paid under the provisions of this Section 711 and all expenses and charges of the Trustee and the Issuer (provided that payment of the Trustee's and the Issuer's expenses and charges shall be made out of the Corporation's own funds) have been paid any balance remaining shall be paid to the Corporation.

ARTICLE VIII
TRUSTEE AND
REMARKETING AGENT

SECTION 801. ACCEPTANCE OF TRUST.

The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article, to all of which the parties hereto, the Corporation and the Bondholders agree. The Trustee shall be responsible only for those duties specifically provided for herein and no implied duties or liabilities shall be read into this Indenture against the Trustee.

SECTION 802. NO RESPONSIBILITY FOR RECITALS, ETC.

The recitals, statements and representations in this Indenture or in the Bonds, save only the Trustee's certificate of authentication upon the Bonds, have been made by the Issuer and not by the Trustee; and the Trustee shall be under no responsibility for the correctness thereof. Except for information provided by the Trustee specifically concerning the Trustee, the Trustee shall not have any responsibility with respect to any information included in any offering memorandum or other disclosure material distributed with respect to the Bonds, and the Trustee shall have no responsibility for compliance with securities laws in connection with the issuance and sale of the Bonds.

**SECTION 803. TRUSTEE MAY ACT THROUGH AGENTS; ANSWERABLE ONLY
FOR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.**

The Trustee may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers, or employees, and shall be entitled to advice of Counsel concerning all questions hereunder and shall be free from all liability for any action taken, omitted or suffered in reliance on such advice from Counsel (except when such Counsel is an officer or employee of Trustee or an affiliate); and the Trustee shall not be answerable for the negligence or misconduct of any attorney or agent (other than an officer or an employee) selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatever in connection with the trust hereunder, except only its own gross negligence or willful misconduct or that of any officer, director or employee of the Trustee.

SECTION 804. COMPENSATION AND INDEMNITY.

The Issuer has caused the Corporation to covenant in the Agreement, (i) to pay the Trustee reasonable compensation for its services hereunder and also all its reasonable expenses and disbursements, including reasonable compensation for, and the expenses of, all attorneys and agents engaged by the Trustee, and (ii) in accordance with Section 5.02 of the Agreement, to

indemnify the Trustee, including its officers, directors, employees and agents, against liabilities and expenses which it may incur in the exercise and performance of its powers and duties hereunder with respect to its own gross negligence or willful misconduct.

SECTION 805. NOTICE OF DEFAULT; RIGHT TO INVESTIGATE.

The Trustee shall, within ninety (90) days after the occurrence thereof, give written notice to all Bondholders by first class mail of each Event of Default known to the Trustee; provided that, except in the case of a default in payment of principal, purchase price, interest or redemption price, the Trustee may withhold such notice so long as it in good faith determines that such withholding is in the interest of the Bondholders. Except for Events of Default identified in Sections 701(A)(1), (2), (3) and (5) hereof, the Trustee shall not be deemed to have notice or knowledge of any Event of Default unless it has been notified in writing of such event by the holders of at least 25% in principal amount of the Bonds then Outstanding. The Trustee may, however, at any time require the Issuer to provide full information as to the performance of any covenant hereunder; and if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made, at the expense of the Corporation, an investigation into the affairs of the Issuer and the Corporation related to this Indenture and the 2010C Notes. Except as otherwise expressly provided by the provisions of this Indenture, the Trustee shall not be obligated and may not be required to give or furnish any notice, demand, report, request, statement, advice or opinion to any Bondholder or the Corporation or any other Person, and the Trustee shall incur no liability for its failure or refusal to give or furnish the same unless obligated or required to do so by express provisions of this Indenture (including any duties as assignee of Issuer under the Agreement).

SECTION 806. RELIANCE ON REQUISITIONS, ETC.

The Trustee may act on any requisition, resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, or other paper or document which it in good faith believes to be genuine and to have been passed or signed by the proper Persons or to have been prepared and furnished pursuant to any of the provisions of this Indenture; and the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty. Any request or direction of the Issuer or the Corporation mentioned herein shall be sufficiently evidenced by an Authorized Officer's certificate, and any resolution shall be sufficiently evidenced by a Certified Resolution. Whenever in the administration of this Indenture, the Trustee deems it desirable that a matter be proved or established before it takes, suffers or omits any action, the Trustee may rely upon an Authorized Officer's certificate or a Written Request. The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any Owner pursuant to this Indenture, unless such Owner shall offered the Trustee indemnity acceptable to the Trustee against the costs, expenses and liabilities which might be incurred in complying with such request or direction. In acting or omitting to act pursuant to the Agreement, the Trustee shall be entitled to

all of the rights and immunities accorded to it under this Indenture, including but not limited to this Article VIII. The Trustee shall not be liable with respect to any action taken or omitted to be taken at the direction of the Owners of a majority in aggregate principal amount of the Bonds Outstanding permitted to be given by them under this Indenture. The Trustee shall not be required to give a bond or surety to act under this Indenture. No provision of this Indenture or the Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties. The Trustee may consult with Counsel selected by it with reasonable care and the advice of such Counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it under this Indenture, the Agreement, or any other document relating to the Bonds in good faith and in reliance thereon except when such Counsel is an officer or employee of Trustee or an affiliate. The Trustee shall not be accountable for the application by the Corporation of the proceeds of the Bonds authenticated and delivered hereunder. The Trustee shall have no duty or obligation to record or file any mortgage, financing statement, continuation statement or similar document relating to this Indenture, the Agreement, or the Project. The Trustee shall not be responsible for (i) the validity, priority, recording, rerecording, filing, or refiling of this Indenture or any supplemental indenture; (ii) any instrument or document of further assurance or collateral assignment; (iii) any financing statements, amendments or modifications thereto, or continuation statements; (iv) the validity of the execution by the Issuer of this Indenture or any supplemental indenture or documents of further assurance; and (v) the sufficiency of the security for the Bonds issued hereunder.

SECTION 807. TRUSTEE MAY DEAL IN BONDS.

The Trustee and any of its affiliates may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholders may be entitled to take with like effect as if the Trustee were not a party to this Indenture. The Trustee may also engage in or be interested in financial or other transactions with the Corporation and the Issuer; provided that such transactions are not in conflict with its duties under this Indenture.

SECTION 808. CONSTRUCTION OF AMBIGUOUS PROVISIONS.

The Trustee may construe any ambiguous or inconsistent provisions of this Indenture, and except as otherwise provided in Article IX hereof, any construction by the Trustee shall be binding upon the Bondholders. The Trustee shall give prompt notice to the Issuer of any intention to make such interpretation.

SECTION 809. RESIGNATION OF TRUSTEE.

Notwithstanding the foregoing, the Trustee may resign and be discharged of the trusts created by this Indenture by written resignation filed with the Issuer, the Corporation, and the Owner of each Bond not less than sixty (60) days before the date when such resignation is to take effect. Such resignation shall take effect on the day specified therein unless a successor trustee is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor.

No such resignation or removal pursuant to Section 810 hereof shall take effect until a successor trustee shall have been appointed, executed those instruments of succession required by Section 813 hereof so as to succeed to the rights of the Trustee thereunder, and has assumed such role. If no successor trustee has accepted appointment on the date on which the resignation or removal is scheduled to be effective, the Trustee, at the expense of the Corporation, may either petition any court of competent jurisdiction for the appointment of a temporary successor trustee or itself appoint a temporary successor trustee, provided that in either case any trustee so appointed shall immediately and without further act be superseded by any trustee appointed by the Issuer or the Corporation as provided herein.

SECTION 810. REMOVAL OF TRUSTEE.

Any Trustee hereunder may be removed at any time by an instrument appointing a successor to the Trustee so removed, executed by the holders of a majority in principal amount of the Bonds then Outstanding and filed with the Trustee, the Corporation and the Issuer. If no Event of Default under the Agreement has occurred and is continuing, the Corporation may remove the Trustee.

The Trustee shall continue to act as Trustee hereunder until the acceptance of the duties required of the Trustee hereunder by a successor trustee appointed by the Corporation with the prior written consent of the Issuer, which consent shall not be unreasonably withheld.

SECTION 811. APPOINTMENT OF SUCCESSOR TRUSTEE.

If the Trustee or any successor trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the Issuer shall appoint a successor, upon the written direction of the Corporation, and shall mail notice of such appointment to each Owner. If the Issuer fails to make such appointment within thirty (30) days and, if no Event of Default under the Agreement has occurred and is continuing, the appointment may be made by the Corporation. If the Corporation fails to make such appointment within thirty (30) days of being entitled to do so, the Trustee, at the expense of the Corporation, may petition a court of competent jurisdiction to appoint a successor trustee. No resignation or removal of the Trustee shall be effective until a successor Trustee has been appointed and such successor has accepted the duties of Trustee required hereunder and any Credit Support Facility and/or Liquidity Support Facility then in effect has been transferred to such successor.

SECTION 812. QUALIFICATION OF SUCCESSOR.

A successor trustee shall be authorized to exercise trust powers within the Commonwealth and shall be a national bank with trust powers, a bank with trust powers, or a bank and trust company or a trust company organized under the laws of the Commonwealth having a combined net capital and surplus of at least \$50,000,000.

SECTION 813. INSTRUMENTS OF SUCCESSION.

Any successor trustee shall execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder; and, subject to Section 809 hereof, thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. The Trustee ceasing to act hereunder shall pay over to the successor trustee all moneys held by it hereunder; and, upon request of the successor trustee, the Trustee ceasing to act and the Issuer shall execute and deliver an instrument transferring to the successor trustee all the estates, properties, rights, powers and trusts hereunder of the Trustee ceasing to act, and the Trustee ceasing to act shall transfer to any successor trustee, any Credit Support Facility or Liquidity Support Facility then in effect.

SECTION 814. MERGER OF TRUSTEE.

Any corporation or association into which any Trustee hereunder may be merged or with which it may be consolidated or to which the corporate trust business of such Trustee may be transferred as a whole or substantially as a whole, or any corporation or association resulting from any merger, consolidation or transfer to which any Trustee hereunder shall be a party, shall be the successor trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding, *provided, however*, that any such successor corporation or association continuing to act as Trustee hereunder shall meet the requirements of Section 812 hereof, and if such corporation or association does not meet the aforesaid requirements, a successor Trustee shall be appointed pursuant to this Article VIII.

SECTION 815. REPORTS OF TRUSTEE.

The Trustee shall provide such reports as may be reasonably required by the Corporation and the Issuer on a monthly basis, which can be prepared by the Trustee using its existing system and staff.

SECTION 816. NO OBLIGATION TO REVIEW REPORTS.

The Trustee shall not have any obligation to review any financial statement or report provided to the Trustee by the Corporation or the Issuer pursuant to this Indenture or the Agreement, nor shall the Trustee be deemed to have notice of any item contained therein or any Event of Default which may be disclosed therein in any manner. The Trustee's sole responsibility with respect to such reports shall be to act as the depository for such reports for the Bondholders and to make such reports available for review by the Bondholders in accordance with this Indenture.

SECTION 817. LIMITATION ON TRUSTEE'S RESPONSIBILITIES RESPECTING
ARBITRAGE.

Notwithstanding any provision of this Indenture to the contrary, the Trustee shall not be liable or responsible for any calculation or determination which may be required in connection with or for the purpose of complying with Section 148 of the Code including, without limitation, the calculation of amounts required to be paid to the United States under the provisions of such Section 148 of the Code, the maximum amount which may be invested in "nonpurpose obligations" as defined in the Code and the fair market value of any investments made hereunder; and the sole obligation of the Trustee with respect to investments of funds hereunder shall be to invest the moneys received by the Trustee as provided herein pursuant to the Written Request of the Corporation.

SECTION 818. REMARKETING AGENT.

(A) The Corporation shall appoint a Remarketing Agent with respect to Bonds in a Variable Rate Mode who shall enter into a Remarketing Agreement with respect to the Bonds at such time. Any Remarketing Agent shall be a member of the National Association of Securities Dealers, Inc. having capitalization of at least \$50,000,000, and shall be authorized by law to perform all the duties imposed upon it by this Indenture and the applicable Remarketing Agreement. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 30 days' notice to the Corporation, the Trustee and the Liquidity Support Provider, if any; provided, however, that the Remarketing Agent shall not be discharged of its duties and obligations hereunder until a successor Remarketing Agent shall have been appointed and shall have agreed to perform the duties and obligations of the Remarketing Agent hereunder. The Remarketing Agent may be removed at any time by the Corporation by an instrument signed by the Corporation and filed with the Remarketing Agent, the Liquidity Support Provider, if any, and the Trustee upon at least 30 days' written notice.

(B) In the event that, while the Bonds are in any Variable Rate Mode, the Remarketing Agent shall resign or be removed or dissolved, or if the property or affairs of the Remarketing Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, the Corporation shall use its best efforts to appoint a successor Remarketing Agent and shall give prompt written notice of the appointment of a successor Remarketing Agent to the Issuer, the Trustee and the Liquidity Support Provider and Credit Support Provider, if any.

(C) In the event that a Remarketing Agent resigns or is removed as Remarketing Agent for the Bonds and the Remarketing Agreement with respect to the Bonds is to terminate, and the Corporation shall fail to appoint a successor Remarketing Agent for the Bonds or enter into a new remarketing agreement with respect to the Bonds prior to the effectiveness of such resignation or removal of the Remarketing Agent or the termination of the Remarketing Agreement, then the Bonds shall bear interest at the following rate (until a successor Remarketing Agent has accepted its appointment as such in accordance with this Indenture): SIFMA plus 100 basis points if interest on the Bonds is not included in a taxpayer's income for

purposes of calculating the alternative minimum tax (“AMT”) or SIFMA plus 150 basis points if interest on the Bonds is included in a taxpayer’s income for purposes of calculating the AMT.

ARTICLE IX
AMENDMENTS AND SUPPLEMENTS

SECTION 901. AMENDMENTS AND SUPPLEMENTS WITHOUT BONDHOLDERS' CONSENT.

This Indenture may be amended or supplemented from time to time, without the written consent of the Bondholders, but with the prior written consent of the Corporation, by a supplemental indenture authorized by a Certified Resolution of the Issuer filed with the Trustee, for one or more of the following purposes:

(A) to add additional covenants of the Issuer or to surrender any right or power herein conferred upon the Issuer;

(B) to cure any ambiguity, to cure, correct or supplement any defective (whether because of any inconsistency with any other provision hereof or otherwise) provision of this Indenture (which actions shall supersede any actions taken by the Trustee under Section 808 hereof), or to make any other revision which shall not impair the security hereof or materially adversely affect the Bondholders;

(C) to obtain, maintain or upgrade a rating on the Bonds;

(D) to modify or supplement the Indenture in such manner as may be necessary or appropriate to qualify the Indenture under the Trust Indenture Act of 1939 as then amended, or under any similar federal statute hereafter enacted;

(E) to provide for the establishment of additional funds and accounts under the Indenture and for the proper administration of and transfers of moneys between any such funds and accounts;

(F) To permit or provide for the delivery of any Liquidity Support Facility or Credit Support Facility;

(G) So long as the right of any Beneficial Owner or Owner of any Bond to tender such Beneficial Owner's or Owner's Bonds in accordance with any provision of Article V hereof and to receive the full purchase price therefor on the Purchase Date is not affected thereby, to make any change, prior to the Book-Entry Termination Date, in the procedures for effecting any such tenders and purchases if such changes are necessitated by or considered desirable by the Trustee, the Liquidity Support Provider and the Remarketing Agent as a result of changes in the book-entry procedures of the Custodian;

(H) To modify any of the provisions of this Indenture relating to the mechanics of keeping the Bonds immobilized in book-entry form; and

(I) Prior to the Fixed Rate Date, to modify the optional redemption provisions effective after the Fixed Rate Date; *provided, however*, that the Corporation shall first have caused to be delivered to the Issuer and the Trustee an Opinion of Bond Counsel to the effect that such amendment will not adversely affect the exclusion from gross income of interest on the Bonds for purposes of federal income taxation.

SECTION 902. AMENDMENTS WITH BONDHOLDERS' CONSENT.

This Indenture may be amended from time to time by a supplemental indenture, with the prior written consent of the Issuer and the Owners of at least 51% in aggregate principal amount of the Bonds then Outstanding; provided, that (a) no amendment shall be made which affects the rights of some but less than all the Outstanding Bonds of any one series without the consent of the Owners of at least 51% of the Bonds so affected, and (b) no amendment which alters the interest rates on any Bonds, the maturities, interest payment dates or redemption provisions of any Bonds, this Article IX or the security provisions hereunder may be made without the consent of the Owners of all Outstanding Bonds adversely affected thereby.

SECTION 903. TRUSTEE AUTHORIZED TO JOIN IN AMENDMENTS AND SUPPLEMENTS; RELIANCE ON COUNSEL.

The Trustee is authorized to join with the Issuer in the execution and delivery of any supplemental indenture, supplemental loan agreement, or amendment permitted by this Article and in so doing shall be fully protected by an Opinion of Counsel that such supplemental indenture, supplemental loan agreement or amendment is so permitted and has been duly authorized by the Issuer and that all things necessary to make it a valid and binding agreement have been done and that the amendment will not materially, adversely affect the rights of the Trustee and the Holders.

SECTION 904. AMENDMENTS, ETC., OF THE AGREEMENT NOT REQUIRING CONSENT OF BONDHOLDERS.

The Issuer and the Trustee shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Agreement as may be required or otherwise permitted (i) by the provisions of the Agreement or this Indenture, (ii) for the purpose of curing any ambiguity, defect, inconsistent provision or omission in the Agreement, or (iii) in connection with any other change therein which, in the judgment of the Trustee and the Issuer, is not to the prejudice of the Trustee or the Owners of the Bonds.

SECTION 905. AMENDMENTS, ETC., OF THE AGREEMENT REQUIRING CONSENT OF BONDHOLDERS.

Except for the amendments, changes or modifications as provided in Section 904 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Agreement without the written approval or consent of the Owners of not less than 51% in aggregate principal amount of the Bonds then Outstanding.

SECTION 906. AMENDMENTS, ETC., OF THE MASTER INDENTURE.

In the event that the Trustee as the holder of the 2010C Notes is requested by the Master Trustee to consent to any material amendment to either of the Master Indentures, the Trustee shall obtain the consent of the Owners of at least 51% of the Bonds then Outstanding prior to agreeing to such amendment(s).

SECTION 907. CONDITIONS TO SUPPLEMENTS AND AMENDMENTS.

Before the Trustee shall enter into any supplement to this Indenture or any amendments to either of the Master Indentures, or before the Issuer, the Corporation and the Trustee shall enter into any amendment or supplement to the Agreement, there shall have been delivered to the Trustee: (i) a Favorable Opinion, (ii) an Opinion(s) of Counsel substantially to the effect that upon execution thereof such supplemental indenture or other amendment or supplement will be valid and binding upon each of the Issuer and Corporation, as applicable, and (iii) any required consents, in writing, of the Bondholders.

SECTION 908. SUPPLEMENTS AND AMENDMENTS TO LIQUIDITY SUPPORT FACILITY, OR CREDIT SUPPORT FACILITY

If a Liquidity Support Facility Provider proposes to amend a Liquidity Support Facility or if a Credit Support Facility Provider proposes to amend a Credit Support Facility, the Trustee may consent thereto, provided that (i) if such proposal would amend such Liquidity Support Facility or Credit Support Facility (as applicable) in such a way as would materially adversely affect the interests of the Bondholders, the Trustee shall notify the Owners of the Bonds being supported by such Liquidity Support Facility or Credit Support Facility, as applicable, of the proposed amendment and may consent thereto only with the prior written consent of Owners of a majority in aggregate principal amount of such Bonds then Outstanding, and (ii) the Trustee shall not, without the unanimous consent of all Bondholders of Bonds supported by such Liquidity Support Facility or Credit Support Facility, consent to any amendment which would decrease the amounts payable under the Liquidity Support Facility or Credit Support Facility in respect of Outstanding Bonds secured by such Liquidity Support Facility or Credit Support Facility (as applicable) on any Interest Payment Date or on the date of redemption, acceleration, payment at maturity or purchase of the Bonds. No consent of the Bondholders shall be required for amendments to a Liquidity Support Facility or Credit Support Facility (as applicable) which are provided for or contemplated by this Indenture.

ARTICLE X

DEFEASANCE

SECTION 1001. DEFEASANCE.

(A) When interest on, and principal or redemption price (as the case may be) of, all Bonds issued hereunder have been paid or there shall have been deposited with the Trustee an amount, evidenced by (1) cash, (2) non callable direct obligations of the United States of America (“**Treasuries**”), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) pre refunded municipal obligations rated “AAA” and “Aaa” by S&P and Moody’s, respectively, or (5) securities eligible for “AAA” defeasance under then existing criteria of S&P, or any combination thereof, the principal of and interest on which, when due, will provide, as verified by an independent accountant, sufficient moneys to fully pay the Bonds at the maturity date or date fixed for redemption thereof, as well as all other sums payable hereunder by the Issuer and by the Corporation, the right, title and interest of the Trustee shall thereupon cease and the Trustee, on demand of the Issuer, shall release this Indenture and shall execute such documents to evidence such release as may be reasonably required by the Issuer and shall turn over to the Issuer or to such Person as may be entitled to receive the same all balances remaining in any funds hereunder. Notwithstanding the foregoing, payment of the purchase price of Bonds, upon tender of such Bonds by the holder, shall not, in and of itself, cause the defeasance of such bonds so as to cause the right, title and interest of the Trustee to cease, as provided in this paragraph.

(B) Notwithstanding the foregoing provisions of Section 1001(A) hereof, the lien of this Indenture shall not be released and discharged with respect to any Bonds bearing interest at a Variable Rate until the Trustee has received either (i) a letter from S&P that such defeasance will not cause a downgrade in the rating of the Bonds to be so defeased; or (ii) written evidence that, with respect to the Bonds to be defeased, the calculations relating to such defeasance assume that: such Bonds bear interest at the Maximum Rate, and such Bonds will be called on the earliest to occur of: (x) the first optional redemption date applicable thereto, and (y) the next possible optional tender date.

(C) Notwithstanding the foregoing provisions of Section 1001(A) hereof, the lien of this Indenture shall not be released and discharged until the Trustee has received an Opinion of Counsel to the effect that all conditions precedent to such discharge have been satisfied and the Bonds are no longer Outstanding under this Indenture, and, in the event that provision has been made to pay all Bonds rather than having paid all Bonds, the Trustee receives a verification of the sufficiency of funds held to discharge Bonds from an Independent Public Accountant acceptable to the Trustee.

SECTION 1002. DEPOSIT OF FUNDS FOR PAYMENT OF BONDS.

If the Issuer deposits with the Trustee moneys or obligations described in Section 1001(A) hereof sufficient to pay the principal or redemption price of any particular Bond or Bonds becoming due, either at maturity or by call for redemption or otherwise, together with all interest accruing thereon to the due date, interest on the Bond or Bonds shall cease to accrue on the due date and all liability of the Issuer with respect to such Bond or Bonds shall likewise cease. Thereafter such Bond or Bonds shall be deemed not to be Outstanding hereunder and the holder or holders of such Bond or Bonds shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bond or Bonds, and the Trustee shall hold such funds in trust for such holder or holders.

ARTICLE XI
MISCELLANEOUS

SECTION 1101. UNCLAIMED MONEYS.

Any moneys deposited with the Trustee by the Issuer in accordance with the terms and covenants of this Indenture, in order to redeem or pay any Bond in accordance with the provisions of this Indenture, and remaining unclaimed by the Owner of the Bond for three (3) years after the date fixed for redemption or maturity, as the case may be, shall, if the Issuer is not at the time to the knowledge of the Trustee in default with respect to any of the terms and conditions of this Indenture, or in the Bonds contained, be repaid by the Trustee to the Issuer; and thereafter the Owner of the Bond shall be entitled to look only to the Issuer for payment thereof, *provided, however*, that the Trustee, before being required to make any such repayment, shall, at the expense of the Corporation, mail to the Owner thereof at his address, as the same shall last appear on the Bond Register, a notice to the effect that said moneys have not been so applied and that after the date named in said notice any unclaimed balance of said moneys then remaining shall be returned to the Issuer. If such moneys remain unclaimed by the Owner of the Bond for four (4) years after the date of transfer to the Issuer, such funds will be transferred by the Issuer to the Treasurer of the Commonwealth. The Issuer hereby covenants and agrees to indemnify and save the Trustee harmless from any and all loss, costs, liability and expense suffered or incurred by the Trustee by reason of having returned any such moneys to the Issuer as herein provided. In the absence of any such Written Request from the Issuer, the Trustee shall from time to time deliver such unclaimed funds to or as directed by pertinent escheat authority, as identified by the Trustee in its sole discretion, pursuant to and in accordance with applicable unclaimed property laws, rules or regulations. Any such delivery shall be in accordance with the customary practices and procedures of the Trustee and the escheat authority. Any money held by the Trustee pursuant to this Section 1101 shall be held uninvested and without any liability for interest.

SECTION 1102. NO RIGHTS CONFERRED ON OTHERS.

Nothing herein contained shall confer any right upon any person other than the parties hereto, the Corporation, the Remarketing Agent, the Liquidity Support Provider, if any, the Credit Support Provider, if any, and the holders of the Bonds.

SECTION 1103. ILLEGAL PROVISIONS DISREGARDED.

If any term or provision of this Indenture or the Bonds or the application thereof for any reason or circumstances shall to any extent be held invalid or unenforceable, the remaining provisions or the application of such term or provision to persons and situations other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision hereof and thereof shall be valid and enforceable to the fullest extent permitted by law.

SECTION 1104. CONTROLLING LAW.

The laws of the Commonwealth shall govern the interpretation of this Indenture.

SECTION 1105. SUCCESSORS AND ASSIGNS.

All the covenants, promises and agreements in this Indenture contained by or on behalf of the Issuer or by or on behalf of the Trustee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 1106 HEADINGS FOR CONVENIENCE ONLY.

The table of contents and descriptive headings in this Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 1107. SEVERABILITY.

If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

SECTION 1108. NOTICES.

Except as otherwise provided in this Indenture, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when in writing and mailed by first class mail, postage prepaid, with proper address as indicated below. Other than as required in this Indenture, any of such parties may, by written notice given by such party to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent. Until otherwise provided by the respective parties, all notices, certificates and communications to such parties shall be addressed as follows:

To the Issuer:
Allegheny County Hospital Development Authority
425 Sixth Avenue, Suite 800
Pittsburgh, PA 15219-1819
Attention: Executive Director

To the Corporation:
UPMC

U.S. Steel Tower
600 Grant Street
Pittsburgh, PA 15219
Attention: Treasurer

To the Trustee:
The Bank of New York Mellon Trust Company, N.A.
525 William Penn Place, 38th Floor
Pittsburgh, PA 15259
Attn: John Scarpiniti, Institutional Trust Services

To the Liquidity Support Provider/Credit Support Provider:
PNC Bank, National Association
One PNC Plaza
249 Fifth Avenue
Pittsburgh, PA 15222-2707
Attn: Mark B. Disco, Vice President

To the Rating Agencies:
Moody's Investors Service, Inc.
99 Church Street
New York, NY 10007

Standard & Poor 's Corporation
55 Water Street
New York, N.Y. 10041
pubfin_structured@standardandpoors.com

Fitch Ratings
One State Street Plaza
New York, NY 10004

SECTION 1109. ADDITIONAL NOTICES TO RATING AGENCY.

The Trustee hereby agrees that if at any time

(A) payment of principal and interest on the Bonds is accelerated pursuant to the provisions of Section 702 hereof,

(B) the Issuer shall redeem the entire principal amount of the Bonds Outstanding hereunder or any portion thereof prior to maturity, or the lien of this Indenture is defeased,

(C) a successor or replacement Trustee is appointed hereunder,

(D) the Bondholders shall consent to any amendment to, or shall waive any provision of this Indenture,

(E) the Trustee and the Issuer propose to enter into a supplemental Indenture pursuant to Section 901 hereof or the Corporation and the Issuer propose to enter into an amendment to the Agreement pursuant to Section 904 hereof,

(F) the Trustee shall merge or consolidate with another financial institution

then, in each case, the Trustee will promptly give notice of the occurrence of such event to each Rating Agency, which notice in the case of an event referred to in clause (D) hereof shall include a copy of any such amendment or waiver.

SECTION 1110. COUNTERPARTS.

This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 1111. IMMUNITY OF OFFICERS, EMPLOYEES AND MEMBERS OF ISSUER.

No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, director, member, employee or agent of the Issuer, or of any successor public corporation, as such, either directly or through the Issuer or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Bonds.

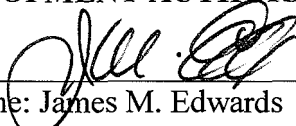
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IN WITNESS WHEREOF, the ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY has caused this Trust Indenture to be signed in its name and on its behalf by its (Vice) Chairman and its corporate seal to be hereunto affixed and attested by its Authorized Designate, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., has caused these presents to be signed in its name and on its behalf by its Vice President, its official seal to be hereunto affixed, all as of the day and year above first written.

ATTEST:

By 
Authorized Designate

ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY

By: 
Name: James M. Edwards
Title: Chairman

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee

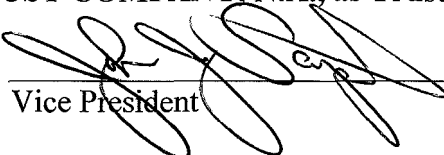
By: 
Vice President

EXHIBIT A-1

Form of Bond

INDEX RATE MODE

REGISTERED

REGISTERED

No.R-001

\$ _____

**ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY
UNIVERSITY OF PITTSBURGH MEDICAL CENTER REVENUE BONDS,
SERIES 2010C**

MATURITY
DATE

ISSUE
DATE

CUSIP

INTEREST
RATE

May 15, 20__ _____, 2010

REGISTERED OWNER: CEDE & Co.

PRINCIPAL AMOUNT: _____ DOLLARS

Allegheny County Hospital Development Authority ("the Issuer"), a public body corporate and politic and instrumentality of the Commonwealth of Pennsylvania (the "Commonwealth"), acknowledges itself indebted and for value received hereby promises to pay, in the manner and from the source hereinafter provided, to the registered owner identified above, or registered assigns, on the Maturity Date stated above, unless this Bond shall have been called for redemption and payment of the Redemption Price shall have been duly made or provided for, upon presentation and surrender hereof, the principal amount identified above, and to pay, in the manner and from the source hereinafter provided, to the registered owner hereof interest on the balance of said principal amount from time to time remaining unpaid at the rate set forth above, until payment in full of such principal amount.

Capitalized words and phrases used but not defined herein shall have the meanings set forth in the Trust Indenture pertaining to the Bonds (the "Indenture"), dated as of March 1, 2010, by and between the Issuer and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

(together with any successor thereto as trustee thereunder, the "Trustee"), unless otherwise noted.

This Bond is one of the Issuer's University of Pittsburgh Medical Center Revenue Bonds, Series 2010C___ (the "Bonds"). The Bonds are being issued in the aggregate principal amount of \$_____, under and pursuant to the Indenture. Reference is made to the Indenture and the Loan Agreement dated as of March 1, 2010 (the "Agreement") between the Issuer and UPMC (the "Corporation"), a Pennsylvania non-profit corporation. For provisions concerning, among other things, a statement of the purposes for which the Bonds have been issued, the application of the proceeds of the Bonds, the Trust Estate (as defined in the Indenture) assigned and pledged for the security of the Bonds, the rights and obligations of the Issuer and the Trustee and provisions relating to the rights of the Owners of the Bonds.

The Agreement requires the Corporation to make payments to the Issuer, together with other available moneys, to meet the debt service requirements on the Bonds, to pay the fees and expenses of the Trustee and the Issuer, and to pay certain costs associated with the Bonds. The Agreement is a general obligation of the Corporation. The Bonds are also secured by and payable from the UPMC Series 2010C Notes dated as of March 1, 2010 (the "Master Notes"), issued pursuant to (i) a Master Trust Indenture, dated as of December 1, 1995, as supplemented, between the Corporation and The Bank of New York Mellon Trust Company, N.A., as master trustee (collectively, the "1995 Master Indenture"), and (ii) a Master Trust Indenture dated as of May 1, 2007 between the Corporation and The Bank of New Mellon York Trust Company, N.A., as master trustee (the "2007 Master Indenture").

The executed counterparts of the Indenture, the Agreement, the 1995 Master Indenture, and the 2007 Master Indenture and copies of the Master Notes are on file at the corporate trust office of the Trustee in Pittsburgh, Pennsylvania.

This Bond and the issue of which it forms a part are issued under the laws of the Commonwealth pursuant to the Municipality Authorities Act, as amended, and a resolution duly adopted by the Issuer, and are limited obligations of the Issuer payable solely from and secured by the Trust Estate. NEITHER THE PRINCIPAL OF THE BONDS, NOR THE INTEREST ACCRUING THEREON, SHALL EVER CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER OR AN INDEBTEDNESS OF THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER OR SHALL EVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY, THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF, NOR WILL THE BONDS BE, OR DEEMED TO BE, AN OBLIGATION OF THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF. THE ISSUER HAS NO TAXING POWER.

This Bond shall not constitute the personal obligation, either jointly or severally, of the members of the Board of the Issuer or of any other officer, employee or agent of the Issuer.

The principal of and interest on this Bond shall be paid by the Trustee in lawful money of the United States of America to the Custodian as the Owner hereof in accordance with the procedures set forth in the Letter of Representation.

While Bonds are in the Index Rate Mode, the Corporation may effect a Change to a Variable Rate Mode or a Change to a Fixed Rate Mode by delivering a written notice of a proposed Change at least 30 days (in the case of a change to a Variable Rate Mode) or 35 days (in the case of a change to a Fixed Rate Mode) or prior to the proposed effective date of such Change to the Trustee and others, as specified in the Indenture. A Change to a Variable Rate Mode or Fixed Rate Mode may only be effected on an Interest Payment Date.

OPTIONAL REDEMPTION: On and prior to the Fixed Rate Date or the date on which the Bonds are converted to a Term Rate Mode, the Bonds in the Index Mode are subject to optional redemption as set forth in the Indenture.

MANDATORY SINKING FUND REDEMPTION: The Bonds are subject to mandatory sinking fund redemption prior to the Stated Maturity Date, in part, on May 15 in the years 20__ through 20__, inclusive, in the mandatory sinking fund redemption amounts set forth below (subject to reductions arising from the acquisition and surrender or the optional redemption of Bonds, as described in the Indenture), at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the Redemption Date:

SERIES 2010C BONDS

[illegible]

*Maturity

GENERAL REDEMPTION PROVISIONS: Whenever provision is made for the redemption of fewer than all of the Bonds, the Trustee shall select or cause the selection of the Bonds to be redeemed by lot in any manner which the Trustee, in its sole discretion, shall deem appropriate and fair. The Trustee shall call for redemption as many Bonds or portions thereof as will, as nearly as practicable, exhaust the money available therefor. Particular Bonds, or portions thereof, shall be redeemed only in Authorized Denominations. The Trustee shall give notice of such redemption to the Custodian as the Owner of such Bond, for the benefit of the Beneficial Owner thereof, in accordance with the Letter of Representation.

With respect to optional redemptions only, if the Corporation shall have delivered to the Trustee, no later than the fifth Business Day prior to the Redemption Date set for any Bonds, written notice of its decision to cancel its prior request for redemption, then the purported optional redemption shall be canceled and any prior notice thereof shall be void. Promptly upon receipt of the Corporation's cancellation notice with respect to any Bonds, the Trustee shall give or cause to be given written notice of such cancellation to the Custodian, as the Owner thereof in accordance with the Letter of Representation. Such notice shall be given by first class mail, postage prepaid by the Trustee to the Custodian, each Rating Agency then rating the Bonds and the affected Owners prior to the Redemption Date; *provided, however*, that such notice of cancellation shall be effective to cancel such redemption, whether or not it is received by the Custodian, any Rating Agency then rating the Bonds or such Owners, and such occurrence shall not constitute a default or an Event of Default.

On the Redemption Date, provided the Trustee is then holding funds sufficient to pay the redemption price (including interest accrued to the Redemption Date and premium, if any) of all Bonds to be redeemed on such date, interest on the Bonds (or portions thereof) duly called for redemption shall cease to accrue and said Bonds (or portions thereof) shall cease to be entitled to any benefit or security under the Indenture, and the Owners of said Bonds shall have no rights in respect thereof except to receive payment of said redemption price and interest accrued to the Redemption Date; provided, that with respect to optional redemptions only, if the Trustee shall not have funds in its possession on the Redemption Date sufficient to pay the redemption price of all of the Bonds to be optionally redeemed (including premium, if any, and accrued interest), for any reason (including, but not limited to, failure to issue any refunding obligations intended for such purpose on or prior to the Redemption Date), then the purported optional redemption and any notice thereof shall be void, but such event shall not constitute an Event of Default under the Indenture.

ACCELERATION: Upon the occurrence of certain Events of Default or in other circumstances as described in the Indenture, the principal of all Bonds then Outstanding, together with all interest accrued thereon, may be declared (or, in certain circumstances, shall be declared) due and payable prior to the Stated Maturity thereof in the manner, with the effect and subject to the conditions provided in the Indenture.

MANDATORY TENDER AND PURCHASE: While in the Index Rate Mode, the Bonds are subject to mandatory tender and purchase upon the terms and conditions set forth in the Indenture.

The covenants contained herein and in the Indenture and Agreement may be discharged by making provision, at any time, for the payment of the principal of and interest on this Bond in the manner set forth in the Indenture.

No Owner of any Bond shall have any right to enforce provisions of the Indenture or the Agreement except as provided in the Indenture. At any time and from time to time, the terms and provisions of the Indenture, the Agreement or any instrument supplemental or amendatory thereto may be modified or altered to the extent permitted by and in the manner set forth in the Indenture.

Reference is hereby made to the Indenture for other terms and conditions upon which this Bond has been issued, which terms and conditions are made a part hereof by this reference.

Prior to the Book-Entry Termination Date, the beneficial ownership of Bonds may only be transferred on the records established and maintained by the Custodian.

The Issuer, the Corporation and the Trustee, and their respective successors, each in its discretion, may deem and treat the Owner hereof as the absolute owner hereof for all purposes and neither the Issuer, the Corporation and the Trustee, nor their respective successors, shall be affected by any notice to the contrary. "Owner," as used herein, means the Person named as the Owner of this Bond on the registry books of the Trustee.

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

This Bond shall not be entitled to any right, security or benefit under the Indenture or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the Trustee, by execution of the certificate of authentication inscribed hereon.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of the Bonds in order to make them legal, valid and binding obligations of the Issuer in accordance with their terms, and the execution of the Indenture have happened, exist and have been performed as so required; the Issuer has received payment in full for the Bonds; and no limitation of indebtedness, either statutory or constitutional, has been exceeded in the issuance of the Bonds.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and except that any Owner may institute action to enforce the payment of the principal of or the interest on his or her Bond.

Modifications or alterations of the Indenture or any trust indenture supplemental thereto, the Agreement or any agreement supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture and the Agreement.

This Bond, notwithstanding the provisions for registration of transfer stated herein and contained in the Indenture, at all times shall be and shall be understood to be an investment security within the meaning of and for all the purposes of the Uniform Commercial Code of Pennsylvania. This Bond is issued with the intent that the laws of the Commonwealth of Pennsylvania shall govern its construction.

Capitalized terms used in this Bond but not defined herein shall have the meanings ascribed to them in the Indenture.

IN WITNESS WHEREOF, the Allegheny County Hospital Development Authority has caused this Bond to be executed in its name by the facsimile signature of its Chairman or Vice Chairman and the facsimile seal of the Issuer to be imprinted hereon, attested by the facsimile signature of its Authorized Designate all as of the date of issuance of the Bonds.

Attest:

**ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY**

Authorized Designate

(Vice) Chairman

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the with-mentioned Indenture. The text of the opinion attached hereto is the text of the opinion of bond counsel, Eckert Seamans Cherin & Mellott, LLC, Pittsburgh, Pennsylvania, dated and delivered on the date of delivery of and payment for the Bonds, an executed counterpart of which is on file with the Trustee.

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee**

Dated:

By: _____
Authorized Signatory

ASSIGNMENT

For value received _____ hereby sells, assigns and transfers unto _____ the within Bond issued by the Allegheny County Hospital Development Authority, Pittsburgh, Pennsylvania and all rights thereunder, hereby irrevocably appointing to transfer said Bond on the Bond Register, with full power of substitution in the premises.

Dated: _____
Signature _____

Guaranteed*: _____
 * Signature(s) must be Guaranteed by a member of an approved Signature Guarantee Medallion Program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of within Bond in every particular, without alteration or any change whatever.

The following abbreviations when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to Minors Act

(State)

EXHIBIT A-2

Form of Bond

FIXED RATE MODE

**ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY
UNIVERSITY OF PITTSBURGH MEDICAL CENTER REVENUE BONDS,
SERIES 2010C**

<u>INTEREST RATE:</u>	<u>STATED MATURITY DATE:</u>	<u>CUSIP:</u>	<u>NUMBER:</u>
	May 15, _____		R-001

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \$ _____

The ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY (the “Issuer”), a public body corporate and politic of the Commonwealth of Pennsylvania (the “Commonwealth”), for value received, hereby promises to pay to the Owner (hereinafter defined) of this Bond, the Principal Amount set forth above, on the Stated Maturity Date, which is May 15, _____ (unless this Bond is redeemed, or accelerated prior thereto as herein provided), upon presentation and surrender of this Bond; and to pay interest hereon from the date hereof, or from the most recent Interest Payment Date to which interest has been paid, whichever is later, at the rates and on the dates hereinafter described, to the maturity or the earlier redemption or acceleration of this Bond.

Capitalized words and phrases used but not defined herein shall have the meanings set forth in the Trust Indenture pertaining to the Bonds (the “Indenture”), dated as of March 1, 2010, by and between the Issuer and The Bank of New York Mellon Trust Company, N.A. (together with any successor thereto as trustee thereunder, the “Trustee”), unless otherwise noted.

This Bond is one of the Issuer’s University of Pittsburgh Medical Center Revenue Bonds, Series 2010C (the “Bonds”).

The Bonds are being issued in the aggregate principal amount of \$ _____ under and pursuant to the Indenture. Reference is made to the Indenture and the Loan Agreement dated as of March 1, 2010 (the “Agreement”) between the Issuer and UPMC (the “Corporation”), a

Pennsylvania non-profit corporation, for provisions concerning, among other things, a statement of the purposes for which the Bonds have been issued, the application of the proceeds of the Bonds, the Trust Estate (as defined in the Indenture) assigned and pledged for the security of the Bonds, the rights and obligations of the Issuer and the Trustee and provisions relating to the rights of the Owners of the Bonds.

The Agreement requires the Corporation to make payments to the Issuer, together with other available moneys, to meet the debt service requirements on the Bonds, to pay the fees and expenses of the Trustee and the Issuer, and to pay certain costs associated with the Bonds. The Agreement is a general obligation of the Corporation. The Bonds are also secured by and payable from the UPMC Series 2010C Notes dated as of March 1, 2010 (the "Master Notes"), issued pursuant to (i) a Master Trust Indenture, dated as of December 1, 1995, as supplemented, between the Corporation and The Bank of New York Mellon Trust Company, N.A., as master trustee (collectively, the "1995 Master Indenture"), and (ii) a Master Trust Indenture dated as of May 1, 2007 between the Corporation and The Bank of New York Mellon Trust Company, N.A., as master trustee (the "2007 Master Indenture").

The executed counterparts of the Indenture, the Agreement, the 1995 Master Indenture and the 2007 Master Indenture and copies of the Master Notes are on file at the corporate trust office of the Trustee in Pittsburgh, Pennsylvania.

This Bond and the issue of which it forms a part are issued under the laws of the Commonwealth pursuant to the Municipality Authorities Act, as amended, and a resolution duly adopted by the Issuer, and are limited obligations of the Issuer payable solely from and secured by the Trust Estate. NEITHER THE PRINCIPAL OF THE BONDS, NOR THE INTEREST ACCRUING THEREON, SHALL EVER CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER OR AN INDEBTEDNESS OF THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER OR SHALL EVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY, THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF, NOR WILL THE BONDS BE, OR DEEMED TO BE, AN OBLIGATION OF THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF. THE ISSUER HAS NO TAXING POWER.

This Bond shall not constitute the personal obligation, either jointly or severally, of the members of the Board of the Issuer or of any other officer, employee or agent of the Issuer.

The principal of and interest on this Bond shall be paid by the Trustee in lawful money of the United States of America to the Custodian as the Owner hereof in accordance with the procedures set forth in the Letter of Representation.

Interest on the Bonds shall be paid on each _____ and _____ (each an "Interest Payment Date", commencing _____.

While Bonds are in the Fixed Rate Mode, the Corporation may not effect a Change to a Variable Rate Mode.

OPTIONAL REDEMPTION: The Bonds are subject to optional redemption prior to their Stated Maturity Date as provided in the Indenture.

MANDATORY SINKING FUND REDEMPTION: The Bonds are subject to mandatory sinking fund redemption prior to the Stated Maturity Date, in part, on May 15 in the years ____ through ____, inclusive, in the mandatory sinking fund redemption amounts set forth below (subject to reductions arising from the acquisition and surrender or the optional redemption of Bonds, as described in the Indenture), at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the Redemption Date:

SERIES 2010C BONDS

<u>Date</u>	<u>Principal Amount</u>	<u>Date</u>	<u>Principal Amount</u>

*Maturity

GENERAL REDEMPTION PROVISIONS: Whenever provision is made for the redemption of fewer than all of the Bonds, the Trustee shall select or cause the selection of the Bonds to be redeemed by lot in any manner which the Trustee, in its sole discretion, shall deem appropriate and fair. The Trustee shall call for redemption as many Bonds or portions thereof as will, as nearly as practicable, exhaust the money available therefor. Particular Bonds, or portions thereof, shall be redeemed only in Authorized Denominations. The Trustee shall give notice of such redemption to the Custodian as the Owner of such Bond, for the benefit of the Beneficial Owner thereof, in accordance with the Letter of Representation.

With respect to optional redemptions only, if the Corporation shall have delivered to the Trustee, no later than the fifth Business Day prior to the Redemption Date set for any Bonds, written notice of its decision to cancel its prior request for redemption, then the purported optional redemption shall be canceled and any prior notice thereof shall be void. Promptly upon receipt of the Corporation's cancellation notice with respect to any Bonds, the Trustee shall give or cause to be given written notice of such cancellation to the Custodian, as the Owner thereof in accordance with the Letter of Representation. Such notice shall be given by first class mail, postage prepaid by the Trustee to the Custodian, each Rating Agency then rating the Bonds and the affected Owners prior to the Redemption Date; *provided, however*, that such notice of cancellation shall be effective to cancel such redemption, whether or not it is received by the Custodian, any Rating Agency then rating the Bonds or such Owners, and such occurrence shall not constitute a default or an Event of Default.

On the Redemption Date, provided the Trustee is then holding funds sufficient to pay the redemption price (including interest accrued to the Redemption Date and premium, if any) of all Bonds to be redeemed on such date, interest on the Bonds (or portions thereof) duly called for redemption shall cease to accrue and said Bonds (or portions thereof) shall cease to be entitled to any benefit or security under the Indenture, and the Owners of said Bonds shall have no rights in respect thereof except to receive payment of said redemption price and interest accrued to the Redemption Date; *provided*, that with respect to optional redemptions only, if the Trustee shall not have funds in its possession on the Redemption Date sufficient to pay the redemption price of all of the Bonds to be optionally redeemed (including premium, if any, and accrued interest), for any reason (including, but not limited to, failure to issue any refunding obligations intended for such purpose on or prior to the Redemption Date), then the purported optional redemption and any notice thereof shall be void, but such event shall not constitute an Event of Default under the Indenture.

ACCELERATION: Upon the occurrence of certain Events of Default or in other circumstances as described in the Indenture, the principal of all Bonds then Outstanding, together with all interest accrued thereon, may be declared (or, in certain circumstances, shall be declared) due and payable prior to the Stated Maturity thereof in the manner, with the effect and subject to the conditions provided in the Indenture.

MANDATORY TENDER AND PURCHASE: While in the Fixed Rate Mode, the Bonds are subject to mandatory tender and purchase upon the terms and conditions set forth in the Indenture.

The covenants contained herein and in the Indenture and Agreement may be discharged by making provision, at any time, for the payment of the principal of and interest on this Bond in the manner set forth in the Indenture.

No Owner of any Bond shall have any right to enforce provisions of the Indenture or the Agreement except as provided in the Indenture. At any time and from time to time, the terms and provisions of the Indenture, the Agreement or any instrument supplemental or amendatory

thereto may be modified or altered to the extent permitted by and in the manner set forth in the Indenture.

Reference is hereby made to the Indenture for other terms and conditions upon which this Bond has been issued, which terms and conditions are made a part hereof by this reference.

Prior to the Book-Entry Termination Date, the beneficial ownership of Bonds may only be transferred on the records established and maintained by the Custodian.

The Issuer, the Corporation and the Trustee, and their respective successors, each in its discretion, may deem and treat the Owner hereof as the absolute owner hereof for all purposes and neither the Issuer, the Corporation and the Trustee, nor their respective successors, shall be affected by any notice to the contrary. "Owner," as used herein, means the Person named as the Owner of this Bond on the registry books of the Trustee.

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

This Bond shall not be entitled to any right, security or benefit under the Indenture or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the Trustee, by execution of the certificate of authentication inscribed hereon.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of the Bonds in order to make them legal, valid and binding obligations of the Issuer in accordance with their terms, and the execution of the Indenture have happened, exist and have been performed as so required; the Issuer has received payment in full for the Bonds; and no limitation of indebtedness, either statutory or constitutional, has been exceeded in the issuance of the Bonds.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and except that any Owner may institute action to enforce the payment of the principal of or the interest on his or her Bond.

Modifications or alterations of the Indenture or any trust indenture supplemental thereto, the Agreement or any agreement supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture and the Agreement.

This Bond, notwithstanding the provisions for registration of transfer stated herein and contained in the Indenture, at all times shall be and shall be understood to be an investment security within the meaning of and for all the purposes of the Uniform Commercial Code of Pennsylvania. This Bond is issued with the intent that the laws of the Commonwealth of Pennsylvania shall govern its construction.

Capitalized terms used in this Bond but not defined herein shall have the meanings ascribed to them in the Indenture.

IN WITNESS WHEREOF, the Allegheny County Hospital Development Authority has caused this Bond to be executed in its name by the facsimile signature of its Chairman or Vice Chairman and the facsimile seal of the Issuer to be imprinted hereon, attested by the facsimile signature of its Assistant Secretary all as of the date of issuance of the Bonds.

Attest:

**ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY**

Assistant Secretary

(Vice) Chairman

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the with-mentioned Indenture. The text of the opinion attached hereto is the text of the opinion of bond counsel, Eckert Seamans Cherin & Mellott, LLC, P.C., Pittsburgh, Pennsylvania, dated and delivered on the date of delivery of and payment for the Bonds, an executed counterpart of which is on file with the Trustee.

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee**

Dated:

By: _____
Authorized Signatory

ASSIGNMENT

For value received _____ hereby sells, assigns and transfers unto _____ the within Bond issued by the Allegheny County Hospital Development Authority, Pittsburgh, Pennsylvania and all rights thereunder, hereby irrevocably appointing to transfer said Bond on the Bond Register, with full power of substitution in the premises.

Dated: _____
Signature

Guaranteed*: _____
* Signature(s) must be Guaranteed by a member of an approved Signature Guarantee Medallion Program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of within Bond in every particular, without alteration or any change whatever.

The following abbreviations when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to Minors Act

(State)

EXHIBIT A-3

Form of Bond

VARIABLE RATE MODE
(OTHER THAN INDEX RATE MODE)

**ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY
UNIVERSITY OF PITTSBURGH MEDICAL CENTER REVENUE BONDS,
SERIES 2010C**

<u>INTEREST RATE:</u>	<u>STATED MATURITY DATE:</u>	<u>CUSIP:</u>	<u>NUMBER:</u>
Variable	May 15, 2038	01728A Y67	R-001

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \$ _____

The ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY (the “Issuer”), a public body corporate and politic of the Commonwealth of Pennsylvania (the “Commonwealth”), for value received, hereby promises to pay to the Owner (hereinafter defined) of this Bond, the Principal Amount set forth above, on the Stated Maturity Date, which is May 15, 2038 (unless this Bond is redeemed, or accelerated prior thereto as herein provided), upon presentation and surrender of this Bond; and to pay interest hereon from the date hereof, or from the most recent Interest Payment Date to which interest has been paid, whichever is later, at the rates and on the dates hereinafter described, to the maturity or the earlier redemption or acceleration of this Bond.

Capitalized words and phrases used but not defined herein shall have the meanings set forth in the Trust Indenture pertaining to the Bonds (the “Indenture”), dated as of March 1, 2010, by and between the Issuer and The Bank of New York Mellon Trust Company, N.A. (together with any successor thereto as trustee thereunder, the “Trustee”), unless otherwise noted.

This Bond is one of the Issuer’s University of Pittsburgh Medical Center Revenue Bonds, Series 2010C (the “Bonds”).

The Bonds are being issued in the aggregate principal amount of \$50,000,000 under and pursuant to the Indenture. Reference is made to the Indenture and the Loan Agreement dated as of March 1, 2010 (the “Agreement”) between the Issuer and UPMC (the “Corporation”), a Pennsylvania

non-profit corporation, for provisions concerning, among other things, a statement of the purposes for which the Bonds have been issued, the application of the proceeds of the Bonds, the Trust Estate (as defined in the Indenture) assigned and pledged for the security of the Bonds, the rights and obligations of the Issuer and the Trustee and provisions relating to the rights of the Owners of the Bonds.

The Agreement requires the Corporation to make payments to the Issuer, together with other available moneys, to meet the debt service requirements on the Bonds, to pay the fees and expenses of the Trustee and the Issuer, and to pay certain costs associated with the Bonds. The Agreement is a general obligation of the Corporation. The Bonds are also secured by and payable from the UPMC Series 2010C Notes dated as of March 1, 2010 (the "Master Notes"), issued pursuant to (i) a Master Trust Indenture, dated as of December 1, 1995, as supplemented, between the Corporation and The Bank of New York Mellon Trust Company, N.A., as master trustee (collectively, the "1995 Master Indenture"), and (ii) a Master Trust Indenture dated as of May 1, 2007 between the Corporation and The Bank of New York Mellon Trust Company, N.A., as master trustee (the "2007 Master Indenture").

The executed counterparts of the Indenture, the Agreement, the 1995 Master Indenture and the 2007 Master Indenture and copies of the Master Notes are on file at the corporate trust office of the Trustee in Pittsburgh, Pennsylvania.

This Bond and the issue of which it forms a part are issued under the laws of the Commonwealth pursuant to the Municipality Authorities Act, as amended, and a resolution duly adopted by the Issuer, and are limited obligations of the Issuer payable solely from and secured by the Trust Estate. NEITHER THE PRINCIPAL OF THE BONDS, NOR THE INTEREST ACCRUING THEREON, SHALL EVER CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER OR AN INDEBTEDNESS OF THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER OR SHALL EVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY, THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF, NOR WILL THE BONDS BE, OR DEEMED TO BE, AN OBLIGATION OF THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF. THE ISSUER HAS NO TAXING POWER.

This Bond shall not constitute the personal obligation, either jointly or severally, of the members of the Board of the Issuer or of any other officer, employee or agent of the Issuer.

The principal of and interest on this Bond shall be paid by the Trustee in lawful money of the United States of America to the Custodian as the Owner hereof in accordance with the procedures set forth in the Letter of Representation.

While in a Variable Rate Mode, interest on the Bonds shall be paid on each Interest Payment Date for the applicable Mode (an "Interest Payment Date").

All Bonds must bear interest in the same Interest Mode. All Bonds must bear interest at the same rate; provided, that following conversion of the Bonds to the Fixed Rate Mode, such Bonds of different maturities may bear interest at different Fixed Rates but all such Bonds of the same maturity shall bear interest at the same Fixed Rate.

While Bonds are in the Variable Rate Mode, the Corporation may effect a Change to a Variable Rate Mode by delivering a written notice of a proposed Change to a Variable Rate Mode, specifying the particular Variable Rate Mode to which the Bonds will be changed, at least 30 days prior to the proposed effective date of such Change to a Variable Rate Mode to the Trustee, the Custodian, the Remarketing Agent. A Change to a Variable Rate Mode may only be effected on an Interest Payment Date.

While Bonds are in the Variable Rate Mode, the Corporation may effect a conversion to a Fixed Rate Mode by delivering a Fixed Rate Conversion Notice to the Trustee, and the Custodian. The Fixed Rate Conversion Notice shall specify that the Bonds will be converted to the Fixed Rate Mode on the proposed Fixed Rate Date and will bear interest at the Fixed Rate from and after the Fixed Rate Date. The proposed Fixed Rate Date shall be not less than 35 days from the date of such Fixed Rate Conversion Notice and shall be a Business Day, which is an Interest Payment Date.

OPTIONAL REDEMPTION: On and prior to the Fixed Rate Date or the date on which the Bonds are converted to a Term Rate Mode, the Bonds are subject to optional redemption prior to the Stated Maturity Date at the Written Request of the Corporation, in whole or in part on any date, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the Redemption Date.

MANDATORY SINKING FUND REDEMPTION: The Bonds are subject to mandatory sinking fund redemption prior to the Stated Maturity Date, in part, on May 15 in the years 2021 through 2037, inclusive, in the mandatory sinking fund redemption amounts set forth below (subject to reductions arising from the acquisition and surrender or the optional redemption of Bonds, as described in this Indenture), at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the Redemption Date:

<u>May 15</u>	<u>Principal Amount</u>	<u>May 15</u>	<u>Principal Amount</u>
2021	\$2,040,000	2030	\$2,785,000
2022	2,105,000	2031	2,880,000
2023	2,185,000	2032	2,985,000
2024	2,265,000	2033	3,085,000
2025	2,335,000	2034	3,190,000
2026	2,425,000	2035	3,305,000
2027	2,505,000	2036	3,420,000
2028	2,595,000	2037	3,540,000
2029	2,690,000	2038*	3,665,000

*Maturity

GENERAL REDEMPTION PROVISIONS: Whenever provision is made for the redemption of fewer than all of the Bonds, the Trustee shall select or cause the selection of the Bonds to be redeemed by lot in any manner which the Trustee, in its sole discretion, shall deem appropriate and fair. The Trustee shall call for redemption as many Bonds or portions thereof as will, as nearly as practicable, exhaust the money available therefor. Particular Bonds, or portions thereof, shall be redeemed only in Authorized Denominations. The Trustee shall give notice of such redemption to the Custodian as the Owner of such Bond, for the benefit of the Beneficial Owner thereof, in accordance with the Letter of Representation.

With respect to optional redemptions only, if the Corporation shall have delivered to the Trustee, no later than the fifth Business Day prior to the Redemption Date set for any Bonds, written notice of its decision to cancel its prior request for redemption, then the purported optional redemption shall be canceled and any prior notice thereof shall be void. Promptly upon receipt of the Corporation's cancellation notice with respect to any Bonds, the Trustee shall give or cause to be given written notice of such cancellation to the Custodian, as the Owner thereof in accordance with the Letter of Representation. Such notice shall be given by first class mail, postage prepaid by the Trustee to the Custodian, each Rating Agency then rating the Bonds and the affected Owners prior to the Redemption Date; *provided, however*, that such notice of cancellation shall be effective to cancel such redemption, whether or not it is received by the Custodian, any Rating Agency then rating the Bonds or such Owners, and such occurrence shall not constitute a default or an Event of Default.

On the Redemption Date, provided the Trustee is then holding funds sufficient to pay the redemption price (including interest accrued to the Redemption Date and premium, if any) of all Bonds to be redeemed on such date, interest on the Bonds (or portions thereof) duly called for redemption shall cease to accrue and said Bonds (or portions thereof) shall cease to be entitled to any benefit or security under the Indenture, and the Owners of said Bonds shall have no rights in respect thereof except to receive payment of said redemption price and interest accrued to the Redemption Date; provided, that with respect to optional redemptions only, if the Trustee shall not have funds in its possession on the Redemption Date sufficient to pay the redemption price of all of the Bonds to be optionally redeemed (including premium, if any, and accrued interest), for any reason (including, but not limited to, failure to issue any refunding obligations intended for such purpose on or prior to the Redemption Date), then the purported optional redemption and any notice thereof shall be void, but such event shall not constitute an Event of Default under the Indenture.

ACCELERATION: Upon the occurrence of certain Events of Default or in other circumstances as described in the Indenture, the principal of all Bonds then Outstanding, together with all interest accrued thereon, may be declared (or, in certain circumstances, shall be declared) due and payable prior to the Stated Maturity thereof in the manner, with the effect and subject to the conditions provided in the Indenture.

MANDATORY TENDER AND PURCHASE; OPTIONAL TENDER AND PURCHASE: While in the Daily, Weekly or Monthly Rate Mode, the Bonds are subject to optional tender and

purchase upon the terms and conditions set forth in the Indenture. While in a Variable Rate Mode, the Bonds are subject to mandatory tender and purchase upon the terms and conditions set forth in the Indenture.

The covenants contained herein and in the Indenture and Agreement may be discharged by making provision, at any time, for the payment of the principal of and interest on this Bond in the manner set forth in the Indenture.

No Owner of any Bond shall have any right to enforce provisions of the Indenture or the Agreement except as provided in the Indenture. At any time and from time to time, the terms and provisions of the Indenture, the Agreement or any instrument supplemental or amendatory thereto may be modified or altered to the extent permitted by and in the manner set forth in the Indenture.

Reference is hereby made to the Indenture for other terms and conditions upon which this Bond has been issued, which terms and conditions are made a part hereof by this reference.

Prior to the Book-Entry Termination Date, the beneficial ownership of Bonds may only be transferred on the records established and maintained by the Custodian.

The Issuer, the Corporation and the Trustee, and their respective successors, each in its discretion, may deem and treat the Owner hereof as the absolute owner hereof for all purposes and neither the Issuer, the Corporation and the Trustee, nor their respective successors, shall be affected by any notice to the contrary. "Owner," as used herein, means the Person named as the Owner of this Bond on the registry books of the Trustee.

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

This Bond shall not be entitled to any right, security or benefit under the Indenture or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the Trustee, by execution of the certificate of authentication inscribed hereon.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of the Bonds in order to make them legal, valid and binding obligations of the Issuer in accordance with their terms, and the execution of the Indenture have happened, exist and have been performed as so required; the Issuer has received payment in full for the Bonds; and no limitation of indebtedness, either statutory or constitutional, has been exceeded in the issuance of the Bonds.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and except that any Owner may institute action to enforce the payment of the principal of or the interest on his or her Bond.

Modifications or alterations of the Indenture or any trust indenture supplemental thereto, the Agreement or any agreement supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture and the Agreement.

This Bond, notwithstanding the provisions for registration of transfer stated herein and contained in the Indenture, at all times shall be and shall be understood to be an investment security within the meaning of and for all the purposes of the Uniform Commercial Code of Pennsylvania. This Bond is issued with the intent that the laws of the Commonwealth of Pennsylvania shall govern its construction.

Capitalized terms used in this Bond but not defined herein shall have the meanings ascribed to them in the Indenture.

IN WITNESS WHEREOF, the Allegheny County Hospital Development Authority has caused this Bond to be executed in its name by the facsimile signature of its Chairman or Vice Chairman and the facsimile seal of the Issuer to be imprinted hereon, attested by the facsimile signature of its Assistant Secretary all as of the date of issuance of the Bonds.

Attest:

**ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY**

Assistant Secretary

(Vice) Chairman

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the with-mentioned Indenture. The text of the opinion attached hereto is the text of the opinion of bond counsel, Eckert Seamans Cherin & Mellott, LLC, P.C., Pittsburgh, Pennsylvania, dated and delivered on the date of delivery of and payment for the Bonds, an executed counterpart of which is on file with the Trustee.

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee**

Dated:

By: _____
Authorized Signatory

ASSIGNMENT

For value received _____ hereby sells, assigns and transfers unto _____ the within Bond issued by the Allegheny County Hospital Development Authority, Pittsburgh, Pennsylvania and all rights thereunder, hereby irrevocably appointing to transfer said Bond on the Bond Register, with full power of substitution in the premises.

Dated: _____
Signature

Guaranteed*: _____
* Signature(s) must be Guaranteed by a member of an approved Signature Guarantee Medallion Program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of within Bond in every particular, without alteration or any change whatever.

The following abbreviations when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to Minors Act

(State)

EXHIBIT B

Notice of Proposed Change to a Variable Rate Mode

\$ _____

ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY
UNIVERSITY OF PITTSBURGH MEDICAL CENTER REVENUE BONDS, SERIES 2010C
SERIES 2010C

NOTICE IS HEREBY GIVEN that UPMC (the "Corporation"), on behalf of the Allegheny County Hospital Development Authority (the "Issuer") proposes to change the method by which the interest rate borne by the above-captioned bonds (the "Bonds") is determined. Capitalized terms herein have the meaning set forth in the Trust Indenture pertaining to the Bonds (the "Indenture"), dated as of March 1, 2010, by and between the Issuer and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee (the "Trustee"). You are hereby notified that:

In accordance with the Indenture, subject to the conditions hereinafter set forth, the interest rate on the Bonds will be changed to a [Index Rate] [Daily Rate] [Weekly Rate] [Monthly Rate] [Semiannual Rate] [Annual Rate] [Term Rate] Mode.

The change to a [Index Rate] [Daily Rate] [Weekly Rate] [Monthly Rate] [Semiannual Rate] [Annual Rate] [Term Rate] Mode will be effective from and after _____ (the "Effective Date").

If all conditions set forth in (A) below are met, all Bonds are subject to mandatory purchase on the Effective Date at a purchase price equal to the principal amount thereof plus accrued interest to the Effective Date. If all conditions set forth in (A) below are not met, all Bonds (except Bonds in an Index Rate Mode) are nevertheless subject to mandatory purchase on the Effective Date at a purchase price equal to the principal amount thereof plus accrued interest to the Effective Date.

(A) The Change to a [Index Rate] [Daily Rate] [Weekly Rate] [Monthly Rate] [Semiannual Rate] [Annual Rate] [Term Rate] Mode shall take effect only if:

If the change is from a Variable Rate Mode, the Trustee shall receive:

1. By 11:00 a.m., New York City time, on the Business Day prior to the Effective Date of such change to a [Daily Rate] [Weekly Rate] [Monthly Rate] [Semiannual Rate] [Annual Rate] [Term Rate] Mode, a certificate from the Remarketing Agent disclosing the [Daily] [Weekly] [Monthly] [Semiannual] [Annual] [Term] Rate established by the Remarketing Agent for the applicable initial a [Daily] [Weekly] [Monthly] [Semiannual] [Annual] [Term] Rate Period;

2. By 4:00 p.m., New York City time, on the Effective Date of such change to a [Daily Rate] [Weekly Rate] [Monthly Rate] [Semiannual Rate] [Annual Rate] [Term Rate] Mode, a certificate from the Remarketing Agent that all of the Bonds tendered or deemed tendered have been purchased at a price equal to the principal amount thereof;

3. An Opinion of Counsel from Bond Counsel to the effect that a change to a [Daily Rate] [Weekly Rate] [Monthly Rate] [Semiannual Rate] [Annual Rate] [Term Rate] Mode will not adversely effect the validity of the Bonds or the exclusion of the interest on the Bonds from gross income for federal income tax purposes; AND

4. If a Liquidity Support Facility is then in effect with respect to the Bonds, and, following such conversion, such Liquidity Support Facility will remain in effect, and if required by the terms of the agreement pursuant to which such Liquidity Support Facility was issued, satisfactory written evidence that the provider of such Liquidity Support Facility has consented to such conversion.

(B) If a change to a [Daily Rate] [Weekly Rate] [Monthly Rate] [Semiannual Rate] [Annual Rate] [Term Rate] Mode is effective, the Bonds involved shall cease to bear interest at the immediately preceding [Variable Rate], and shall bear interest at the new [Daily] [Weekly] [Monthly] [Semiannual] [Annual] [Term] Rate. In the event that all Bonds are not remarketed on the proposed effective date of the Change to a Variable Rate Mode or if any of the conditions referred to in clause (A) above is not met, the Bonds:

(a) will not be converted to the Variable Rate Mode,

(b) if not in the Index Rate Mode, will be subject to mandatory tender pursuant to the indenture on the proposed effective date of the Change to a Variable Rate Mode, and

(c) with respect to a change from a Variable Rate Mode (other than an Index Rate Mode) to a different Variable Rate Mode, will automatically convert to a Weekly Rate Mode with an initial Variable Rate equal to the Variable Rate determined by the Remarketing Agent on the proposed effective date of such change; *provided, however*, that if the Bonds were operating in an Annual Rate Mode or Term Rate Mode prior to the proposed effective date of such change, such Bonds shall be remarketed and operate on such proposed effective date of such change as follows: (1) if there is delivered to the Trustee and the Remarketing Agent an Opinion of Counsel from Bond Counsel to the effect that remarketing such Bonds in the Weekly Rate Mode on such proposed effective date of the Change to a Variable Rate Mode will not adversely effect the validity of the Bonds or the exclusion of the interest on the Bonds from gross income for federal income tax purposes, in the Weekly Rate Mode, or (2) if no such Opinion of Counsel is delivered, as described in the immediately preceding paragraph, the Annual Rate Mode or Term Rate Mode, as applicable]

Owners of Bonds are required to deliver their Bonds to the Trustee located at c/o The Bank of New York Mellon Trust Company, N.A., ITS Bond Events, 2001 Bryan Street, 9th

Floor, Dallas, TX 75201], by no later than 12:00 noon, New York City time, on the Effective Date, endorsed in blank by the Owner thereof or accompanied by an instrument of transfer thereof in form satisfactory to the Trustee executed for transfer in blank by the Owner thereof (the Trustee is authorized to refuse to make payment with respect to any such Bonds not endorsed in blank or for which an instrument of transfer satisfactory to it has not been provided).

Each Owner of Bonds who has properly tendered such Bonds in accordance with the above provisions will be paid the purchase price thereof on the Effective Date and if such purchase price is paid, such Owner shall have no further rights with respect to said Bonds.

With respect to any Owner of Bonds who has not properly tendered such Bonds in accordance with the above provisions of this notice, (a) such Owner's Bonds will be deemed tendered and purchased on the Effective Date at a purchase price equal to the principal amount thereof, (b) such Owner will be paid the purchase price for such Bonds upon the tender of such Bonds to the Trustee, and (c) such Bonds shall, on and after the Effective Date, cease to accrue interest and after the Effective Date such Owner will have no rights with respect to such Bonds except the right to receive payment of the purchase price equal to the principal amount thereof (without interest thereon from and after the Effective Date) upon tender of such Bonds to the Trustee.

Dated: _____

UPMC

By: _____

Name: _____

Title: _____

EXHIBIT C

Notice of Failure of Conditions

§ _____
ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY
UNIVERSITY OF PITTSBURGH MEDICAL CENTER REVENUE BONDS, SERIES 2010C
SERIES 2010C

NOTICE IS HEREBY GIVEN that one of the conditions for effecting a Change to a Variable Rate Mode has not been met.

The above-captioned bonds (the “Bonds”) with respect to a change from a Variable Rate Mode to a different Variable Rate Mode, will continue to bear interest in a Variable Rate Mode as provided in and subject to the provisions of the Trust Indenture pertaining to the Bonds, dated as of March 1, 2010 (the “Indenture”), by and between the Allegheny County Hospital Development Authority (the “Issuer”) and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee, with interest determined in accordance with and subject to the provisions of the Indenture, on the proposed Effective Date of such proposed Change to a Variable Rate Mode.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

Dated: _____

By: _____
Authorized Signatory

EXHIBIT D

Notice of Proposed Conversion to Fixed Rate

\$ _____

ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY
UNIVERSITY OF PITTSBURGH MEDICAL CENTER REVENUE BONDS, SERIES 2010C
SERIES 2010C

NOTICE IS HEREBY GIVEN that UPMC (the "Corporation"), on behalf of the Allegheny County Hospital Development Authority (the "Issuer") proposes to change the method by which the interest rate borne by the above-captioned bonds (the "Bonds") is determined. Capitalized terms herein have the meaning set forth in the Trust Indenture pertaining to the Bonds (the "Indenture"), dated as of March 1, 2010, by and between the Issuer and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee (the "Trustee"). You are hereby notified that:

In accordance with the Indenture, subject to the conditions hereinafter set forth, the Issuer shall convert the interest rate on the Bonds to a fixed rate (the "Fixed Rate") effective on _____ (the "Fixed Rate Date").

If all conditions set forth in A. below are met, all Bonds are subject to mandatory tender for purchase on the Fixed Rate Date at a purchase price equal to the principal amount thereof. If all conditions set forth in A. below are not met, all Bonds (other than those in an Index Rate Mode) are nevertheless subject to mandatory tender for purchase on the Fixed Rate Date at a purchase price equal to the principal amount thereof.

A. The Fixed Rate shall take effect only if:

If the change is from any Variable Rate Mode, the Trustee shall receive:

1. An Officer's Certificate from the Corporation by no later than the tenth day prior to the proposed Fixed Rate Date that a Fixed Rate Commitment has been entered into;

2. By 11:00 a.m., New York City time, on the Business Day prior to the Fixed Rate Date, in writing or by Electronic Means;

(a) an Officer's Certificate from the Corporation authorizing the establishment of the Fixed Rate, and

(b) a written notice from the counterparty to the Fixed Rate Commitment setting forth the Fixed Rate established pursuant to the Fixed Rate Commitment;

3. By 4:00 p.m., New York City time, on the Fixed Rate Date, a certificate from the counterparty to the Fixed Rate Commitment that all of the Bonds tendered or deemed tendered have been purchased at a price equal to the principal amount thereof, with funds provided from the remarketing of such Bonds in accordance with a Fixed Rate Commitment;

4. An Opinion of Counsel from Bond Counsel to the effect that a conversion to the Fixed Rate will not adversely effect the validity of the Bonds or the exclusion of the interest on the Bonds from gross income for federal income tax purposes; and

5. If a Liquidity Support Facility is then in effect with respect to the Bonds, and if required by the terms of the Liquidity Support Facility Agreement, satisfactory written evidence that either (i) the Liquidity Support Facility is being terminated in connection therewith and the provider of the Liquidity Support Facility will be fully reimbursed for all drawings on the Liquidity Support Facility at or before such conversion, or (ii) the Liquidity Support Provider has consented to such conversion.

B. If any one of the conditions referred to in clause A. above is not met with respect to any change to a Fixed Rate from any Variable Rate, the Bonds

(a) will not be converted to the Fixed Rate Mode,

(b) if not in the Index Rate Mode, shall be subject to mandatory purchase on the proposed Fixed Rate Date,

(c) if not in the Index Rate Mode, shall be remarketed on the proposed Conversion Date to the Fixed Rate Mode in the Weekly Rate Mode; *provided, however*, that if the Bonds were operating in an Annual Rate Mode or Term Rate Mode prior to the proposed Conversion Date, such Bonds shall be remarketed and operate on such proposed Conversion Date:

(1) if there is delivered to the Trustee an Opinion of Counsel from Bond Counsel to the effect that remarketing such Bonds in the Weekly Rate Mode on such proposed Conversion Date will not adversely effect the validity of the Bonds or the exclusion of the interest on the Bonds from gross income for federal income tax purposes, in the Weekly Rate Mode, or

(2) if no such Opinion of Counsel, as described in the immediately preceding paragraph, is delivered, the Annual Rate Mode or Term Rate Mode, as applicable.

(d) if the proposed conversion was from a Variable Rate Mode (other than the Index Rate Mode), shall bear interest at an initial Variable Rate determined by the Remarketing Agent on the proposed Conversion Date.

Owners of the Bonds are required to deliver their Bonds to the Trustee by no later than 12:00 noon, New York City time, on the proposed Fixed Rate Date at the office of the Trustee

located at ITS Bond Events, 2001 Bryan Street, 9th Floor, Dallas, TX 75210, endorsed in blank for transfer by the Owner thereof or accompanied by an instrument of transfer thereof in form satisfactory to the Trustee executed in blank for transfer by the Owner thereof (the Trustee being authorized to refuse payment with respect to any such Bonds not endorsed in blank or for which an instrument of transfer satisfactory to it has not been provided).

Each Owner of Bonds who has properly tendered such Bonds in accordance with the above provisions will be paid the purchase price therefor on the proposed Fixed Rate Date and if such purchase price is paid, such Owner shall have no further rights with respect to said Bonds.

With respect to any Owner of Bonds who has not properly tendered such Bonds in accordance with the above provisions of this notice, (a) such Owner's Bonds will be deemed tendered and purchased on such Fixed Rate Date at a purchase price equal to the principal amount thereof, (b) such Owner will be paid the purchase price for such Bonds upon the tender of such Bonds to the Trustee, and (c) such Bonds shall, on and after the proposed Fixed Rate Date, cease to accrue interest and after the proposed Fixed Rate Date such Owner will have no rights with respect to such Bonds except the right to receive payment of the purchase price (without interest thereon from and after the Fixed Rate Date) upon tender of such Bonds to the Trustee.

UPMC

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT E

Notice of Failure of Conditions

\$ _____
ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY
UNIVERSITY OF PITTSBURGH MEDICAL CENTER REVENUE BONDS, SERIES 2010C
SERIES 2010C

NOTICE IS HEREBY GIVEN that one of the conditions for effecting a conversion to a Fixed Rate has not been met.

The above-captioned bonds (the "Bonds") will therefore continue to bear interest in the Variable Rate Mode with interest determined in accordance with and subject to the provisions of the Trust Indenture pertaining to the Bonds, dated as of March 1, 2010, by and between the Allegheny County Hospital Development Authority (the "Issuer") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee, on the proposed Effective Date of such proposed change to a Fixed Rate Mode.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee

Dated: _____

By: _____
Authorized Signatory