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STANDARD PROVISIONS FOR  
TRUST INDENTURES  
FROM  
PENNSYLVANIA ECONOMIC DEVELOPMENT FINANCING AUTHORITY  
TO  
THE BANK OF NEW YORK TRUST COMPANY, N.A., AS TRUSTEE  
Securing  
PENNSYLVANIA ECONOMIC DEVELOPMENT FINANCING AUTHORITY  
Economic Development Revenue Bonds  
or  
Taxable Development Revenue Bonds  
Issued During 2007  
(Double Tier Structure)

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## STANDARD PROVISIONS FOR TRUST INDENTURES

These STANDARD PROVISIONS FOR TRUST INDENTURES, dated as of January 1, 2007 from PENNSYLVANIA ECONOMIC DEVELOPMENT FINANCING AUTHORITY, a public instrumentality and body corporate and politic of the Commonwealth of Pennsylvania, to THE BANK OF NEW YORK TRUST COMPANY, N.A., a national banking association duly organized and validly existing under the laws of the United States of America, as Trustee (the capitalized terms used in the recitals and granting clauses hereof being used therein as defined in Article I of these Standard Provisions for Trust Indentures),

### WITNESSETH THAT:

A. Pursuant to the Act, at the request of various industrial development agencies and corporations, the Issuer, from time to time, through the issuance of limited recourse revenue Bonds and the loan of the proceeds thereof to Borrowers pursuant to Loan Agreements, finances costs of Projects;

B. The Bonds are issued under and secured by Indentures of the Issuer to the Trustee for the benefit of the owners of Bonds, containing highly standardized provisions, the uniformity of which is critical to the integrity and cost efficiency of the Issuer's financing program; and

C. In order to insure uniformity in the Indentures from the Issuer to the Trustee, and to achieve cost savings in the documentation of financing transactions, the Issuer and the Trustee are adopting the provisions set forth in this document as provisions which shall apply to any Indenture into which these provisions are incorporated by specific reference.

NOW, THEREFORE, the Issuer and the Trustee hereby adopt the following STANDARD PROVISIONS FOR TRUST INDENTURES which shall be applicable to Indentures from the Issuer to the Trustee which incorporate such provisions:

## ARTICLE I DEFINITIONS

Section 1.01. Definitions. In these Standard Provisions and in each Indenture into which these Standard Provisions are incorporated, the following terms shall have the meanings specified in this Article, as applicable to that Indenture, unless the context otherwise requires. Terms so incorporated into a particular Indenture shall be applied only to that Indenture.

“Act” means the Pennsylvania Economic Development Financing Law (Act No. 102, approved August 23, 1967, P.L. 251, as amended, including the amendments effected by Act No. 48, approved July 10, 1987, P.L. 273, and Act No. 74, approved December 17, 1993, P.L. 490). The Act is codified at 73 P.S. § 371 et seq.

“Accounts” means the accounts created pursuant to the Indenture.

“Affiliate” means, with respect to Borrower, any Person directly or indirectly controlling, controlled by or under common control with the Borrower as certified to the Trustee and the Remarketing Advisor by an Authorized Representative of the Borrower. In addition, the term “Affiliate” shall also include (i) any General Partner and (ii) any Person who has guaranteed the payment of the Borrower’s obligations under the Loan Agreement or the Reimbursement Agreement. When used with respect to Trustee, “Affiliate” means any Person directly or indirectly controlling, controlled by or under common control with the Trustee that is organized under the laws of the United States of America or any state thereof.

“Alternate Letter of Credit” means an irrevocable letter of credit authorizing drawings thereunder by the Trustee, issued by a national banking association, a bank, a trust company or other financial institution as the Bank, and satisfying the requirements of Section 5.09.

“Authorized Denominations” shall have the meaning set forth in the Indenture.

“Authorized Representative” shall have the meaning assigned to such term in the Loan Agreement.

“Available Moneys” means (i) proceeds of a drawing under the Letter of Credit and (ii) any moneys paid to the Trustee and with respect to which the Trustee has received an opinion of nationally recognized counsel experienced in bankruptcy matters and acceptable to the Trustee to the effect that the use of such moneys to pay principal of, premium (if any) on or interest on the Bonds, as applicable, will not constitute an avoidable transfer under Section 547 of the United States Bankruptcy Code in the event of a bankruptcy case under the United States Bankruptcy Code by the Issuer or by or against the Borrower or any Affiliate, as debtor; provided that when used with respect to payment of amounts due in respect of any Pledged Bonds or Borrower Bonds, “Available Moneys” means any moneys held by the Trustee and available for such payment pursuant to the terms of the Indenture except for moneys drawn under the Letter of Credit.

“Bank” means, initially, PNC Bank, National Association, a national banking association, as issuer of the Letter of Credit, and its successors and assigns in that capacity and, in the event an Alternate Letter of Credit is outstanding, the issuer of the Alternate Letter of Credit.

“Bond Counsel” shall mean an attorney-at-law or a firm of attorneys of nationally recognized standing in matters pertaining to bonds (including the tax status of interest thereon) issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

“Bond Fund” means the fund so designated and established pursuant to Section 5.05.

“Bond Pledge Agreement” means the Pledge, Security and Indemnification Agreement among the Borrower, the Bank and the Participating Bank relating to the Bonds, as amended or supplemented from time to time.

“Bond Service” means, for any period or payable at any time, the principal of, premium, if any, on and interest on the Bonds for that period or payable at that time whether due at maturity, or on an Interest Payment Date, or upon acceleration or redemption.

“Bondholder Tender Notice” means a written notice meeting the requirements of Section 4.01.

“Bonds” shall have the meaning set forth in the Indenture.

“Borrower” means the Borrower identified in the Indenture.

“Borrower Bonds” means any Bonds of which ownership is registered in the name of the Borrower or any Affiliate, other than Pledged Bonds.

“Borrower Purchase Account” means the special trust account so designated and established by the Trustee pursuant to Section 4.04.

“Business Day” means any day other than (i) a Saturday or Sunday, (ii) a day on which commercial banking institutions in Pittsburgh, Pennsylvania or Philadelphia, Pennsylvania, or any other city where either the corporate trust office of the Trustee responsible for the administration of the Indenture or the principal office of the Bank at which drafts are required to be presented under the Letter of Credit is located are required or authorized by law (including executive order) to close or on which any such office is closed for reasons not related to financial condition or (iii) a day on which the New York Stock Exchange is closed.

“Code” means the Internal Revenue Code of 1986, as amended from time to time. References to the Code and Sections of the Code include the relevant regulations, temporary regulations and proposed regulations thereunder and under the Internal Revenue Code of 1954, as amended, and any successor provisions to those Sections, regulations, temporary regulations or proposed regulations.

“Delivery Office” means the office of the Trustee specified in Section 11.03 at which notices, including Bondholder Tender Notices, may be delivered to the Trustee.

“Determination of Taxability” shall have the meaning set forth in the Indenture.

“Disqualified Contractor” means a Person which has been suspended or debarred by the Commonwealth of Pennsylvania under its Contractor Responsibility Program, Management Directive 215.9, as amended or as replaced by a successive directive, rule, regulation or statute from time to time, or has been convicted by a court of competent jurisdiction of a crime for which a term of imprisonment of one year or more could have been imposed, and any Person controlled by a Person which has been so suspended, debarred or convicted.

“Double Tier Project” means a project with a Participating Bank.

“DTC” means The Depository Trust Company, New York, New York and its successors and assigns.

“DTC Operational Arrangements” means DTC’s Operational Arrangements set forth in DTC’s memorandum dated December 12, 1994, as amended by DTC from time to time.

“Economic Development Revenue Bonds” means Bonds the interest on which is excluded from gross income of the holder thereof for Federal income tax purposes.

“Eligible Investments” means in the case of the proceeds of Taxable Development Revenue Bonds, items (i) through (iv) below and, in the case of the proceeds of Economic Development Revenue Bonds, item (v) below:

(i) Government Obligations; the Trustee, in purchasing Government Obligations, (a) may make any such purchase subject to an agreement with the seller for repurchase by the seller at a later date, and in such connection may accept the seller's agreement for the payment of interest in lieu of the right to receive the interest payable by the issuer of the securities purchased, provided that the Trustee shall hold title to the Government Obligations so purchased by the Trustee, that the Trustee shall have actual or constructive possession of such Government Obligations, and that the current market value of such Government Obligations (or of cash or additional Government Obligations pledged with the Trustee as collateral for the purpose) is at all times at least equal to the principal and interest thereafter to become payable by the seller under said agreement, or (b) may purchase shares of a fund whose sole assets are of a type described in this clause (i) and such repurchase agreements thereof;

(ii) obligations issued or guaranteed by any state or political subdivision thereof and rated in the highest category, if rated as short-term obligations, or not lower than the third highest category, if rated as long term obligations, by Standard & Poor's, or its successors; the Trustee, in purchasing obligations of the type described in this clause (ii), may purchase shares of a fund whose sole assets are such obligations, obligations of the type described in clause (i) above or both;

(iii) commercial or finance company paper which is rated in the highest rating category by Standard & Poor's;

(iv) deposit accounts, investment agreements, bankers' acceptances, certificates of deposit or bearer deposit notes in any bank, trust company or savings and loan association (including without limitation any bank that is an Affiliate of the Trustee) organized under the laws of the United States of America or any state thereof having a rating of its unsecured senior long-term debt obligations within one of the three highest rating categories by either Standard & Poor's or Thompson's Bankwatch; and

(v) obligations evidencing indebtedness described in Section 103(a) of the Code which obligations are not investment property as defined in Section 148(b)(2) and (3) of the Code and are rated within one of the three highest rating categories by Standard & Poor's; the Trustee, in purchasing securities of the type described in this clause (v), may purchase shares of a fund, at least 98% of the weighted average value of the assets of which are of the type described in this clause (v) or which derives at least 98% of its gross income from such assets.

For purposes of this definition, "funds" shall include, if otherwise eligible under this definition, any mutual fund for which the Trustee or an affiliate of the Trustee serves as an investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from such funds for services rendered, (ii) the Trustee charges and collects fees for services rendered pursuant to the Indenture, which fees are separate from the fees received from such funds and (iii) services performed for such funds and pursuant to the Indenture may at times duplicate those provided to such funds by the Trustee or its affiliates.

"Event of Default" means any of the events described as an Event of Default in Section 7.01.

"Expiration Date" means the stated expiration date of the Letter of Credit, as such date may be extended from time to time by the Bank.

"Extraordinary Services" and "Extraordinary Expenses" mean all services rendered and all reasonable expenses properly incurred by the Trustee or any of its agents under the Indenture, other than Ordinary Services and Ordinary Expenses.

"Funds" means the funds created pursuant hereto with respect to the Indenture.

"General Account" means the account so designated which is established pursuant to Section 5.05.

“General Partner” means, if the Borrower is a partnership, any Person who is a general partner of the Borrower.

“Government Obligations” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America and including a receipt, certificate or any other evidence of an ownership interest in such obligations or in specified portions thereof (which may consist of specified portions of interest thereon).

“Holder” means the Person in whose name a Bond is registered on the Register.

“Indenture” means the Trust Indenture of the Issuer in favor of Trustee into which these Standard Provisions have been incorporated by specific reference, as amended or supplemented from time to time.

“Interest Payment Date” means the first Business Day of each calendar month commencing with the first Interest Payment Date set forth in the Indenture.

“Interest Rate for Advances” means the rate per annum which is two percentage points in excess of that interest rate announced by the Trustee’s primary banking Affiliate as its “prime rate.”

“Issuer” means Pennsylvania Economic Development Financing Authority, a Pennsylvania body corporate and politic organized and existing under the Act.

“Issuer’s Fee” means the fee of the Issuer payable pursuant to Section 4.4 of the Loan Agreement.

“Letter of Credit” means the irrevocable letter of credit issued by the Bank to the Trustee, as beneficiary, on the Series Issue Date and any Alternate Letter of Credit, under which the Trustee is authorized, subject to the terms and conditions thereof, to draw up to (a) an amount equal to the principal amount of the outstanding Bonds (i) to enable the Trustee to pay the principal amount of the Bonds when due at maturity, upon redemption or upon acceleration and (ii) to enable the Trustee to pay the portion of the purchase price of Bonds tendered to it and not remarketed corresponding to the principal amount of such Bonds, plus (b) an amount equal to interest to accrue at the Maximum Rate on the outstanding Bonds for 60 days and (i) to enable the Trustee to pay interest on the Bonds when due and (ii) to enable the Trustee to pay the portion of the purchase price of Bonds tendered to it and not remarketed corresponding to the accrued interest on such Bonds, as the same may be amended, transferred, reissued or extended in accordance with the Indenture.

“Letter of Credit Debt Service Account” means the account so designated and established pursuant to Section 5.05 in the Bond Fund.

“Letter of Credit Purchase Account” means the special trust account so designated and established pursuant to Section 4.04.

“Loan” means the loan by the Issuer to the Borrower of the proceeds of the Bonds pursuant to Section 4.1 of the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated as of the date hereof between the Issuer and the Borrower, as amended and supplemented from time to time.

“Loan Payments” means the amounts required to be paid by the Borrower in repayment of the Loan pursuant to Section 4.2 of the Loan Agreement.

“Maximum Rate” means 15% per annum with respect to Economic Development Revenue Bonds and 18% per annum with respect to Taxable Development Revenue Bonds.

“Misuse of Bond Proceeds” means the use, implementation or operation of the Project in a manner which would cause the Project to not be a “project” as defined in the Act or the use of the proceeds of the Bonds for any purpose materially different from that described to and approved by Issuer.

“Ordinary Services” and “Ordinary Expenses” mean those services normally rendered, and those expenses normally incurred, by a trustee under instruments similar to the Indenture, but not those services other than a drawing on the Letter of Credit rendered and those expenses incurred in anticipation of or following the occurrence and during the continuation of an Event of Default under Section 7.01.

“Outstanding Bonds,” “Bonds outstanding” or “outstanding” as applied to Bonds mean, as of the applicable date, all Bonds which have been authenticated and delivered, or which are being delivered by the Trustee under the Indenture, except:

- (a) Bonds canceled or required to be cancelled upon surrender, exchange or transfer, or cancelled or required to be cancelled because of payment or redemption on or prior to that date pursuant to Section 2.09;
- (b) On or after any Purchase Date for Bonds to be purchased pursuant to Article IV, all Undelivered Bonds (or portions of Bonds) which are purchased on such date, provided that funds sufficient for such purchase are on deposit with the Trustee;
- (c) Bonds which are deemed paid in accordance with Article X; and
- (d) Bonds in substitution for which others have been authenticated and delivered under Section 2.08.

For purposes of approval or consent by the Holders, “outstanding Bonds,” “Bonds outstanding” or “outstanding” as applied to Bonds shall not include Bonds owned by or on behalf of the Issuer, the Borrower or an Affiliate (unless all of the outstanding Bonds are so owned), or the Bank (unless all of the outstanding Bonds are so owned) or the Participating Bank (unless all of the outstanding Bonds are so owned).

“Participating Bank” means the bank, trust company, savings and loan association or other financial institution which has entered into the Reimbursement Agreement with the Borrower and the Participating Bank Agreement with the Bank, and its successors and assigns.

“Participating Bank Agreement” means the Participation and Reimbursement Agreement between the Participating Bank and the Bank relating to the Letter of Credit and the Bonds, as amended, supplemented or replaced from time to time.

“Person” or words importing persons means firms, associations, partnerships (including without limitation general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

“Pledged Bonds” shall have the meaning assigned to such term in Section 4.05.

“Principal Payment Office” of the Trustee means the office of the Trustee’s Affiliate, The Bank of New YorkTrust Company, N.A., currently located at 2001 Bryan Street, 9th Floor, Dallas, Texas 75201 or Post Office Box 2320, Dallas, Texas 75221-2320 or any other office so designated in writing by the Trustee to the Issuer, the Remarketing Advisor, the Borrower and the Bank from which payments of principal of and interest on the Bonds are made and to which Bonds are surrendered for purchase and payment.

“Project” shall have the meaning assigned to such term in the Loan Agreement.

“Project Costs” shall have the meaning assigned to such term in the Loan Agreement.

“Project Fund” means the fund so designated and established pursuant to Section 5.02.

“Purchase Date” means (a) with respect to any optional tender for purchase pursuant to Section 4.01, any Business Day designated as the date of such purchase pursuant to such Section and (b) with respect to any mandatory purchase pursuant to Section 4.02 (1) in the case of Bonds to be purchased in anticipation of the expiration of the Letter of Credit, the Interest Payment Date at least five (5) days before the Expiration Date of the Letter of Credit, (2) in the case of Bonds to be purchased in connection with the delivery of an Alternative Letter of Credit, on the Interest Payment Date at least five (5) days before the Alternative Letter of Credit is delivered, and (3) in the case of Bonds to be purchased at the direction of the Bank or the Participating Bank, the purchase date stipulated by the Bank or the Participating Bank pursuant to Section 7.03.

“Rating Service” means Standard & Poor’s, if the Bonds are rated by such at the time, and its successors and assigns, or if it shall be dissolved or no longer assigning credit ratings to long term debt, then any other nationally recognized entity assigning credit ratings to long term debt designated in writing by the Issuer and satisfactory to the Trustee.

“Register” means the books kept and maintained by the Trustee for registration and transfer of Bonds pursuant to Section 2.07.

“Regular Record Date” means the close of business on the last Business Day preceding an Interest Payment Date.

“Reimbursement Agreement” means the Reimbursement Agreement between the Borrower and the Participating Bank relating to the Participating Bank Agreement and the Bonds, as amended, supplemented or replaced from time to time, in a Double Tier Project, or the Reimbursement, Credit and Security Agreement between the Borrower and the Bank, as amended, supplemented or replaced from time to time, in a Single Tier Project.

“Remarketing Advisor” means, initially, PNC Capital Markets LLC and any Person meeting the qualifications of, and designated from time to time to act as Remarketing Advisor under, Section 8.14.

“Remarketing Agreement” means the Remarketing Agreement between the Borrower and the Remarketing Advisor relating to the Bonds, as amended, supplemented or replaced from time to time.

“Remarketing Proceeds Purchase Account” means the special trust account so designated and established pursuant to Section 4.03.

“Revenues” means (a) the Loan Payments, (b) all other moneys received or to be received by the Issuer or the Trustee in respect of repayment of the Loan, including without limitation, all moneys and investments in the Bond Fund, (c) any proceeds of Bonds originally deposited with the Trustee for the payment of interest accrued on the Bonds or otherwise paid to the Trustee by or on behalf of the Borrower or the Issuer for deposit in the Bond Fund or any excess moneys remaining in the Project Fund following completion of the Project, (d) investment income with respect to any moneys held by the Trustee under the Indenture, and (e) any moneys paid to the Trustee under the Letter of Credit; provided that the term “Revenues” does not include any moneys or investments in the Remarketing Proceeds Purchase Account, the Letter of Credit Purchase Account or the Borrower Purchase Account.

“Series Issue Date” means the date of original issuance and first authentication and delivery of the Bonds to the initial purchaser thereof against payment therefor.

“Settlement Account” means the account so designated and established pursuant to Section 5.01.

“Single Tier Project” means a project with no Participating Bank.

“Special Record Date” means, with respect to any Bond, the date established by the Trustee in connection with the payment of overdue interest on that Bond pursuant to Section 2.06.

“Standard & Poor’s” means Standard & Poor’s Rating Services, a Division of the McGraw-Hill Companies.

“Standard Provisions” means these Standard Provisions For Trust Indentures dated as of January 1, 2007 from Pennsylvania Economic Development Financial Authority to The Bank of New York Trust Company, N.A., as Trustee, for use in a Double Tier Project, or in the case of a Single Tier Project, the Standard Provisions for use in a Single Tier Project.

“Supplemental Indenture” means any indenture supplemental to the Indenture entered into between the Issuer and the Trustee in accordance with Article IX.

“Taxable Development Revenue Bonds” means Bonds the interest on which is included in the income of the holder thereof for Federal income tax purposes.

“Tender Office” of the Trustee means the office specified in Section 11.03 at which Bonds delivered to the Trustee pursuant to Article IV hereof may be delivered.

“Trustee” means The Bank of New York Trust Company, N.A., until a successor Trustee shall have become such pursuant to the applicable provisions of the Indenture, and thereafter, “Trustee” shall mean the successor Trustee.

“Trust Estate” shall have the meaning assigned to such term in the habendum clause of the Indenture.

“Unassigned Issuer’s Rights” shall have the meaning assigned to such term in the Loan Agreement.

“Undelivered Bonds” means any Bonds subject to purchase pursuant to Section 4.01 or 4.02 which the Holder thereof has failed to deliver as described in such Sections.

“Weekly Rate” means a floating weekly interest rate on the Bonds established and adjusted in accordance with Section 2.03.

“Weekly Rate Calculation Date” means Wednesday in each calendar week or, if any Wednesday is not a Business Day, the first Business Day preceding such Wednesday.

“Weekly Rate Period” means the seven-day period commencing on the first Thursday following the corresponding Weekly Rate Calculation Date and running through Wednesday of the following calendar week; except that the first Weekly Rate Period shall commence on the Series Issue Date and end on and include the first Wednesday occurring after the Series Issue Date.

Section 1.02. Interpretation; Time of Day. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. The terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” “hereinafter” and similar terms refer to the Indenture; and the term “hereafter” means after, and the term “heretofore” means before, the Series Issue Date. Words of any gender include the correlative words of the other genders, unless the context indicates otherwise.

In these Standard Provisions, unless otherwise indicated, all references to particular Articles, Sections or Subsections are references to the Articles, Sections or Subsections of these Standard Provisions.

In these Standard Provisions, all references to any time of the day shall refer to Eastern standard time or Eastern daylight saving time, as in effect in the City of Philadelphia, Pennsylvania on such day.

Section 1.03. Captions, Headings and Table of Contents. The captions, headings and table of contents in these Standard Provisions are solely for convenience of reference and in no way define, limit or describe the scope of any Articles, Sections, Subsections, paragraphs, subparagraphs or clauses hereof.

(End of Article I)

## ARTICLE II TERMS OF BONDS

Section 2.01. Issuance of Bonds. The Bonds shall be issued under the terms of the Indenture. No additional series of Bonds may be issued under the Indenture. All Bonds shall provide that Bond Service in respect thereof shall be payable only out of the Revenues. The Issuer may cause a copy of the text of the opinion of Bond Counsel delivered in connection with the issuance of the Bonds to be printed on, or attached to, the Bonds, and, upon request of the Issuer and deposit with the Trustee of an executed counterpart of such opinion, the Trustee shall certify by manual or facsimile signature that printed on, or attached to, the Bonds is the complete text of such opinion. Pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures, "CUSIP" numbers may be printed on the Bonds. The Bonds may bear such endorsement or legend satisfactory to the Trustee as may be required to conform to usage or law with respect thereto.

### Section 2.02. Dated Dates, Interest Accrual and Tender.

(a) The Series Issue Date shall be set forth on the face side of all Bonds authenticated by the Trustee. Each Bond shall bear the date of its authentication.

(b) The Bonds shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of authentication, unless the date of authentication (i) is an Interest Payment Date to which interest has been paid, in which event the Bonds shall bear interest from the date of authentication, or (ii) is prior to the first Interest Payment Date for the Bonds, in which event such Bonds shall bear interest from the Series Issue Date. Interest on the Bonds shall be paid on each Interest Payment Date. Each Bond shall bear interest on overdue principal at the rates borne by the Bonds during the period such principal is overdue. Interest on the Bonds shall be computed on the basis of a year of 365 or 366 days, as applicable, for the number of days actually elapsed.

(c) Bonds shall set forth on the face side thereof, in the place provided for designating the interest rate, the words "Weekly Rate."

(d) All Bonds shall bear interest at a Weekly Rate from the Series Issue Date determined in accordance with Section 2.03.

(e) The Bonds shall be subject to optional and mandatory tender for purchase as provided in Article IV.

Section 2.03. Weekly Rate. A Weekly Rate shall be determined for each Weekly Rate Period as described below. For each Weekly Rate Period, the interest rate on the Bonds shall be the current market rate determined by the Remarketing Advisor on the immediately preceding Weekly Rate Calculation Date, in accordance with this Section. On each Weekly Rate Calculation Date, the Remarketing Advisor shall determine the Weekly Rate for the next succeeding Weekly Rate Period as the rate which, in the judgment of the Remarketing Advisor, taking into account prevailing financial market conditions, would be the lowest interest rate at which the Remarketing Advisor could arrange for the sale of all of the outstanding Bonds at a price equal to the principal amount thereof plus accrued interest thereon. Notice of such Weekly Rate shall be given by the Remarketing Advisor to the Trustee by telecopier or e-mail no later than close of business on the Weekly Rate Calculation Date. No notice of Weekly Rates will be given to the Issuer, the Borrower, the Bank, the Participating Bank or the Holders; however, the Issuer, the Borrower, the Bank, the Participating Bank and the Holders may obtain Weekly Rates from the Trustee or the Remarketing Advisor upon written request therefor. Anything herein to the contrary notwithstanding, in no event shall the Weekly Rate borne by the Bonds exceed the Maximum Rate.

In determining each Weekly Rate for Economic Development Revenue Bonds to be effective pursuant to this Section, prevailing financial market conditions which the Remarketing Advisor shall take into account shall include (i) existing short-term tax-exempt market rates and indexes of such short-term rates, (ii) the existing market supply and demand for short-term tax-exempt securities, (iii) existing yield curves for short-term tax-exempt securities for obligations of credit quality comparable to the Bonds, (iv) general economic conditions,

(v) industry, economic and financial conditions that may affect or be relevant to the Bonds, and (vi) such other facts, circumstances and conditions as the Remarketing Advisor, in its sole discretion, shall determine to be relevant.

In determining each Weekly Rate for Taxable Development Revenue Bonds to be effective pursuant to this Section, prevailing financial market conditions which the Remarketing Advisor shall take into account shall include (i) existing short-term taxable market rates and indexes of such short-term rates, (ii) the existing market supply and demand for short-term taxable securities, (iii) existing yield curves for short-term taxable securities for obligations of credit quality comparable to the Bonds, (iv) general economic conditions, (v) industry, economic and financial conditions that may affect or be relevant to the Bonds, and (vi) such other facts, circumstances and conditions as the Remarketing Advisor, in its sole discretion, shall determine to be relevant.

If for any reason the Remarketing Advisor does not determine a Weekly Rate for any Weekly Rate Period as aforesaid, or if a court holds a rate for any Weekly Rate Period to be invalid or unenforceable, the Weekly Rate for that Weekly Rate Period shall be equal to the Weekly Rate in effect for the immediately preceding Weekly Rate Period. The Weekly Rate for any consecutive succeeding Weekly Rate Period for which the Remarketing Advisor does not determine a Weekly Rate, or a court holds a rate to be invalid or unenforceable, shall be (i) in the case of Economic Development Revenue Bonds, the 30-day tax-exempt commercial paper rate published for that Weekly Rate Period by Munifacts Wire System, Inc. (or a replacement publisher of a tax-exempt commercial paper rate designated in writing by the Issuer to the Trustee and Remarketing Advisor), representing, as of the publication date, the average of 30-day yield evaluations at par of tax-exempt securities rated by the Rating Service in its highest commercial paper rating category; provided that if Munifacts Wire System, Inc. or such replacement publisher does not publish such a tax-exempt commercial paper rate on a day on which a Weekly Rate is to be set, the Weekly Rate shall be 85% of the interest rate for 30-day taxable commercial paper (prime paper placed through dealers) announced on such day by the Federal Reserve Bank of New York and (ii) in the case of Taxable Development Revenue Bonds, the arithmetic average of the daily 30-day (one-month) dealer (non-finance company) commercial paper rates for the Business Days during the seven-day Monday through Sunday period ending on the Sunday next preceding the first day of such Weekly Rate Period as reported in the weekly statistical release published by the Board of Governors of the Federal Reserve System entitled H.15 (519) for such Business Days; provided that if such statistical release (or a substitute therefor) ceases to be published by the Federal Reserve System, then the dealer commercial paper rates to be used shall be the rates published in the money rates section of The Wall Street Journal (or any successor publication) as the rates of high-grade unsecured notes sold through dealers by major corporations in multiples of \$1,000 for such Business Days.

Except as otherwise provided herein, determination of the Weekly Rate by the Remarketing Advisor pursuant to the Indenture shall be conclusive and binding upon the Issuer, the Trustee, the Borrower, the Remarketing Advisor, the Bank, the Participating Bank and the Holders of the Bonds.

Section 2.04. Execution and Authentication of Bonds. The Bonds shall be executed by the manual or facsimile signature of the Chairman, Executive Director or Deputy Executive Director of the Issuer (or a designated representative of the Issuer), and attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Issuer (or a designated representative of the Issuer). In case any officer whose signature or a facsimile of whose signature shall appear on any Bond shall cease to be that officer before the authentication of the Bond, the signature of such officer or the facsimile thereof nevertheless shall be valid and sufficient for all purposes, the same as if he had remained in office until that time. Any Bond may be executed on behalf of the Issuer by an officer who, on the date of execution is the proper officer, although on the date of authentication of the Bond that person was not the proper officer.

No Bond shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under the Indenture unless and until a certificate of authentication, substantially in the form set forth in Exhibit A to the Indenture, has been signed by the Trustee. The authentication by the Trustee upon any Bond shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered hereunder and is entitled to the security and benefit of the Indenture. The certificate of the Trustee may be executed by any person authorized by the Trustee, and it shall not be necessary that the same authorized person sign the certificates of authentication on all of the Bonds.

Section 2.05. Source of Payment of Bonds. To the extent provided in and except as otherwise permitted by the Indenture, (i) the Bonds shall be limited obligations of the Issuer and the Bond Service thereon shall be payable equally and ratably solely from the Revenues and (ii) the payment of Bond Service on the Bonds shall be secured by the Trust Estate pursuant to the granting clauses of the Indenture. Neither the general credit nor the taxing power of the Commonwealth of Pennsylvania or any political subdivision thereof is pledged to the payment of the Bonds, and the Bonds shall not be or be deemed obligations of the Commonwealth of Pennsylvania or any political subdivision thereof. The Issuer has no taxing power.

Section 2.06. Payment and Ownership of Bonds. Bond Service shall be payable in lawful money of the United States of America without deduction for the services of the Trustee. Subject to the provisions of the second paragraph of this Section and Sections 2.10 and 2.11, (i) the principal of and any premium on any Bond shall be payable when due to a Holder upon presentation and surrender of such Bond at the Principal Payment Office of the Trustee, and (ii) interest on any Bond shall be paid on each Interest Payment Date by check or draft which the Trustee shall cause to be mailed on that date to the Person in whose name the Bond is registered at the close of business on the Regular Record Date applicable to that Interest Payment Date on the Register at the address appearing therein. If and to the extent, however, that the Issuer shall fail to make payment or provision for payment of interest on any Bond on any Interest Payment Date, that interest shall cease to be payable to the Person who was the Holder of that Bond as of the applicable Regular Record Date. When moneys become available for payment of that interest, (x) the Trustee shall, pursuant to Subsection 7.06(d), establish a Special Record Date for the payment of that interest which shall be not more than 15 nor fewer than 10 days prior to the date of the proposed payment, and (y) the Trustee shall cause notice of the proposed payment and of the Special Record Date to be mailed by first class mail, postage prepaid, to each Holder at its address as it appears on the Register not fewer than 10 days prior to the Special Record Date and, thereafter, that interest shall be payable to the Persons who are the Holders of the Bonds at the close of business on the Special Record Date.

The interest and the principal or redemption price and purchase price becoming due with respect to the Bonds shall, at the written request of the Holder of at least \$1,000,000 aggregate principal amount of such Bonds received by the Trustee at least two Business Days before the corresponding Regular Record Date or maturity, redemption or purchase date, be paid by wire transfer within the continental United States in immediately available funds to the bank account number of such Holder specified in such request and entered by the Trustee on the Register, but, in the case of principal or redemption price and purchase price, only upon presentation and surrender of such Bonds at the Principal Payment Office of the Trustee.

Subject to the foregoing, each Bond delivered under the Indenture upon transfer thereof, or in exchange for or in replacement of any other Bond, shall carry the rights to interest accrued and unpaid, and to accrue on that Bond, or which were carried by that Bond.

Except as provided in this Section and in Section 2.10, (i) the Holder of any Bond shall be deemed and regarded as the absolute owner thereof for all purposes of the Indenture, (ii) payment of or on account of the Bond Service on any Bond shall be made only to or upon the order of that Holder or its duly authorized attorney in the manner permitted by the Indenture, and (iii) neither the Issuer nor the Trustee shall, to the extent permitted by law, be affected by notice to the contrary. All of those payments shall be valid and effective to satisfy and discharge the liability upon that Bond, including without limitation the interest thereon to the extent of the amount or amounts so paid.

Section 2.07. Registration, Transfer and Exchange of Bonds. All Bonds shall be issued in fully registered form. The Bonds shall be registered upon original issuance and upon subsequent transfer or exchange as provided herein. The Trustee shall act as registrar and transfer agent for the Bonds. So long as any of the Bonds remain outstanding, the Issuer will cause books for the registration and transfer of Bonds, as provided herein, to be maintained and kept at the Principal Payment Office of the Trustee.

Bonds may be exchanged, at the option of their Holder, for Bonds of any authorized denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate and maturing on the same date or dates as, the Bonds being exchanged. The exchange shall be made upon presentation and surrender of the Bonds being exchanged at the Principal Payment

Office of the Trustee, together with an assignment duly executed by the Holder or its duly authorized attorney in form and with guarantee of signature satisfactory to the Trustee.

Any Bond may be transferred upon the Register, upon presentation and surrender thereof at the Principal Payment Office of the Trustee, together with an assignment duly executed by the Holder or its duly authorized attorney in form and with guarantee of signature satisfactory to the Trustee. Upon transfer of any Bond, the Issuer shall execute in the name of the transferee, and the Trustee shall authenticate and deliver, a new Bond or Bonds of any Authorized Denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate and maturing on the same date or dates as, the Bonds presented and surrendered for transfer.

In all cases in which Bonds shall be exchanged or transferred hereunder, the Issuer shall execute, and the Trustee shall authenticate and deliver, Bonds in accordance with the provisions hereof. The exchange or transfer shall be made without charge; provided that the Issuer or the Trustee may make a charge for every exchange or transfer of Bonds sufficient to reimburse them for any tax or excise required to be paid with respect to the exchange or transfer. The charge shall be paid before a new Bond is delivered.

All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under the Indenture, as the Bonds surrendered upon transfer or exchange.

In case any Bond is redeemed in part only, on or after the redemption date and upon presentation and surrender of the Bond, the Issuer, subject to the provisions of Sections 2.10 and 2.11, shall cause execution of, and the Trustee shall authenticate and deliver, a new Bond or Bonds in authorized denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date or dates as, the Bond redeemed in part.

Section 2.08. Mutilated, Lost, Wrongfully Taken or Destroyed Bonds. If any Bond is mutilated, lost, wrongfully taken or destroyed, in the absence of written notice to the Issuer or the Trustee that a lost, wrongfully taken or destroyed Bond has been acquired by a bona fide purchaser, the Issuer shall execute, and the Trustee shall authenticate and deliver, a new Bond of like date, maturity and denomination and of the same series as the Bond mutilated, lost, wrongfully taken or destroyed; provided that (i) in the case of any mutilated Bond, the mutilated Bond first shall be surrendered to the Trustee, and (ii) in the case of any lost, wrongfully taken or destroyed Bond, there first shall be furnished to the Issuer, the Borrower and the Trustee evidence of the loss, wrongful taking or destruction satisfactory to the Trustee and, in either case under (i) or (ii), together with indemnity satisfactory to it and to the Authorized Representatives of the Issuer and the Borrower. The Issuer and the Trustee may charge the Holder of a mutilated, lost, wrongfully taken or destroyed Bond their reasonable fees and expenses in connection with their actions pursuant to this Section.

Notwithstanding the foregoing, the Trustee shall not be required to authenticate and deliver any substitute Bond for a Bond which has been called for redemption or which has matured or is about to mature and, in any such case, the principal or redemption price and interest then due or becoming due shall be paid by the Trustee in accordance with the terms of the mutilated, lost, wrongfully taken or destroyed Bond without substitution therefor.

Every substituted Bond issued pursuant to this Section shall constitute an additional contractual obligation of the Issuer and shall be entitled to all the benefits of the Indenture equally and proportionately with any and all other Bonds duly issued hereunder unless the Bond alleged to have been lost, wrongfully taken or destroyed shall be at any time enforceable by a bona fide purchaser for value without notice. In the event the Bond alleged to have been lost, wrongfully taken or destroyed shall be enforceable by anyone, the Issuer may recover the substitute Bond from the Bondholder to whom it was issued or from anyone taking under the Bondholder except a bona fide purchaser for value without notice.

All Bonds shall be held and owned on the express condition that the foregoing provisions of this Section are exclusive with respect to the replacement or payment of mutilated, lost, wrongfully taken or destroyed Bonds and, to the extent permitted by law, shall preclude any and all other rights and remedies with respect to the

replacement or payment of negotiable instruments or other investment securities without their surrender, notwithstanding any law or statute to the contrary now existing or hereafter enacted.

Section 2.09. Cancellation of Bonds. Any Bond surrendered pursuant to this Article for the purpose of payment, redemption, retirement, exchange, replacement or transfer shall be cancelled upon presentation and surrender thereof to the Trustee. Bonds purchased pursuant to Section 4.01 or 4.02 shall not be surrendered Bonds and shall be Outstanding Bonds, unless otherwise specifically provided in the Indenture.

The Borrower may deliver at any time to the Trustee for cancellation any Bonds previously authenticated and delivered hereunder, which the Borrower may have purchased pursuant to the provisions of the Indenture. All Bonds so delivered shall be cancelled promptly by the Trustee. Cancelled Bonds shall be destroyed by the Trustee by shredding or incineration after their cancellation in accordance with applicable law and regulations, and the Trustee's policies and procedures. Certification of the surrender, cancellation and destruction of any Bonds shall be made to the Issuer by the Trustee.

Section 2.10. Special Agreement with Holders. Notwithstanding any provision of the Indenture or of any Bond to the contrary, the Trustee may enter into an agreement with any Holder providing for making all payments to that Holder of principal of and interest and any premium on that Bond or any part thereof at a place and by a method (including wire transfer of federal funds) other than as provided in the Indenture and in the Bond, without presentation or surrender of the Bond, upon any conditions which shall be satisfactory to the Trustee; provided that (i) except as otherwise provided in Section 2.11, payment of principal shall be made only upon presentation and surrender of the Bond and (ii) payment in any event shall be made to the Person in whose name a Bond shall be registered on the Register, with respect to payment of principal and premium, on the date such principal and premium is due, and, with respect to the payment of interest, as of the applicable Regular Record Date, Special Record Date or other date agreed upon, as the case may be. The Trustee will furnish a copy of each such agreement, upon request, to the Issuer, the Bank, the Participating Bank and the Borrower. Any payment of principal, premium or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, the Indenture.

Section 2.11. Book Entry System for the Bonds.

(a) Notwithstanding the foregoing provisions of this Article II, the Bonds shall initially be issued in the form of one fully-registered bond for the aggregate principal amount of the Bonds of each maturity, which Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Except as provided in paragraph (g) below, all of the Bonds shall be registered in the Register in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Trustee shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds registered in the name of such nominee or nominees of DTC. No Person other than DTC or its nominee shall be entitled to receive from the Issuer or the Trustee either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof, unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the Register in connection with discontinuing the book entry system as provided in paragraph (g) below or otherwise.

(b) So long as any Bonds are registered in the name of DTC or any nominee thereof, all payments of the principal, purchase price or redemption price of or interest on such Bonds shall be made to DTC or its nominee in accordance with the DTC Operational Arrangements on the dates provided for such payments under the Indenture. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the Issuer or the Trustee with respect to the principal, purchase price or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Trustee shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that DTC shall deliver to the Trustee, upon request, a written confirmation of such partial redemption and thereafter the records maintained by the Trustee shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(c) The Issuer and the Trustee may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal, purchase price or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Holders under the Indenture, registering the transfer of Bonds, obtaining any consent or other action to be taken by Holders and for all other purposes whatsoever; and neither the Issuer nor the Trustee shall be affected by any notice to the contrary. Neither the Issuer nor the Trustee shall have any responsibility or obligation to any participant in DTC, any Person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other Person which is not shown on the Register as being a Holder, with respect to either: (1) the Bonds, (2) the accuracy of any records maintained by DTC or any such participant, (3) the payment by DTC or any such participant of any amount in respect of the principal, purchase price or redemption price of or interest on the Bonds, (4) any notice which is permitted or required to be given to Holders under the Indenture, (5) the selection by DTC or any such participant of any Person to receive payment in the event of a partial redemption of the Bonds, and (6) any consent given or other action taken by DTC as Holder.

(d) So long as any Bonds are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the Holders of such Bonds under the Indenture shall be given to DTC as provided in the DTC Operational Arrangements.

(e) In connection with any notice or other communication to be provided to Holders pursuant to the Indenture by the Issuer or the Trustee with respect to any consent or other action to be taken by Holders, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that the Issuer or the Trustee may establish a special record date for such consent or other action. The Issuer or the Trustee shall give DTC notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(f) The Trustee hereby represents that it is familiar with, and agrees to comply with, the DTC Operational Arrangements. The Issuer represents that it has filed with DTC a "Blanket Letter of Representations" in which it agreed to comply with the DTC Operational Arrangements. Any successor Trustee shall, in its written acceptance of its duties under the Indenture, agree to take any actions necessary from time to time to comply with the requirements of the DTC Operational Arrangements.

(g) The book-entry system for registration of the ownership of the Bonds may be discontinued at any time if either (1) after written notice to the Issuer and the Trustee, DTC determines to resign as securities depository for the Bonds, or (2) after written notice to DTC and the Trustee, the Issuer determines that continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of the Issuer. In either of such events (unless in the case described in clause (2) above, the Issuer appoints a successor securities depository), the Bonds shall be delivered in registered certificate form to such Persons at their respective addresses, bearing such respective persons taxpayer identification numbers, and in such maturities and principal amounts, as shall be designated in writing by DTC, but without any liability on the part of the Issuer or the Trustee for the accuracy of such designation. Whenever DTC requests the Issuer and the Trustee to do so, the Issuer and the Trustee shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

(h) Anything herein to the contrary notwithstanding, so long as any Bonds are registered in the name of DTC or any nominee thereof, (i) in connection with any optional tender of such Bonds, the beneficial owners of such Bonds are responsible for submitting the Bondholder Tender Notice to the Remarketing Advisor only, and (ii) in the definition of "Determination of Taxability" in Article I, the term "Holder" shall be deemed to refer to the beneficial owners of such Bonds.

(i) Upon remarketing of Bonds in accordance with Section 4.03 herein, payment of the purchase price thereof shall be made to DTC and no surrender of certificates is expected to be required. Such sales shall be made through DTC participants (which may include the Remarketing Advisor) and the new beneficial owners of such Bonds shall not receive delivery of Bond certificates. DTC shall transmit payment to DTC participants, and DTC participants shall transmit payment to beneficial owners whose Bonds were purchased pursuant to a remarketing. Neither the Issuer, the Trustee nor the Remarketing Advisor is responsible for transfers of payment to DTC participants or beneficial owners.

(j) The provisions of this Section 2.11 are subject to the provisions of Article IV relating to Pledged Bonds.

(End of Article II)

### ARTICLE III REDEMPTION OF BONDS

Section 3.01. Terms of Redemption. The Bonds are subject to redemption prior to stated maturity as follows:

(a) Optional Redemption. The Bonds may be redeemed by the Issuer, at the written direction of the Borrower, in whole at any time or in part on any Interest Payment Date, prior to maturity at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date.

(b) Determination of Taxability. In the case of Economic Development Revenue Bonds, upon the occurrence of a Determination of Taxability, the Bonds are subject to mandatory redemption in whole prior to maturity by the Issuer at a redemption price equal to 100% of the outstanding principal amount thereof plus accrued interest to the redemption date, at the earliest practicable date selected by the Trustee, after consultation with the Borrower, Issuer, Bank and Participating Bank, but in no event later than 90 days following the Trustee's receipt of written notification of the Determination of Taxability as applicable.

(c) If the Trustee receives written notice that a Determination of Taxability has occurred, the Trustee shall forthwith consult with the Issuer, the Borrower, the Bank and the Participating Bank and thereafter (if a Determination of Taxability has in fact occurred) at the direction of Issuer proceed to enforce payments under the Loan Agreement in respect of the necessary redemption price and to redeem the Bonds as soon as practicable, taking into account the consultation required above, after the date the Trustee receives written notice of the Determination of Taxability. In making any determination in respect of the occurrence of a Determination of Taxability or a redemption relating thereto, the Trustee may rely on an opinion of counsel.

(d) All of the Bonds outstanding on the redemption date selected shall be redeemed by the Issuer on that date, except that Bonds for the payment or redemption of which sufficient moneys or investments are held by the Trustee as provided in Section 10.02 shall be redeemed on the redemption date in accordance with that Section and not otherwise.

(e) Use of Certain Funds to Redeem Bonds. The Trustee shall draw on the Letter of Credit in the manner provided by Section 5.05 to pay the principal of and premium (if any) and interest on any Bonds called for redemption pursuant to this Section. Except as otherwise provided in this Section, the Trustee shall pay the redemption price on all Bonds redeemed under this Section in the manner and from the sources set forth in Section 5.05 with respect to the payment of Bond Service.

Section 3.02. Partial Redemption. If fewer than all of the Bonds are to be redeemed, the selection of Bonds to be redeemed, or portions thereof in Authorized Denominations shall be made by lot or by such other method as the Trustee deems fair and appropriate; provided that any Pledged Bonds shall be redeemed first and any Borrower Bonds shall be redeemed second and, in the case of Bonds for which the Authorized Denomination is less than \$100,000, any Bonds held by a Holder who holds less than \$100,000 aggregate principal amount of Bonds shall be redeemed third; provided further that, in selecting Bonds for redemption in such cases, the Trustee shall, whenever possible, select Bonds so that each remaining Holder holds at least \$100,000 aggregate principal amount of Bonds. In the case of a partial redemption of Bonds when Bonds of denominations greater than the Authorized Denomination are then outstanding, each unit of face value of principal thereof equal to the Authorized Denomination shall be treated as though it were a separate Bond in the amount of the Authorized Denomination. If it is determined that one or more, but not all, of such units of face value represented by a Bond are to be called for redemption, then upon notice of redemption of one or more of such units, the Holder of that Bond shall, subject to Section 2.10, surrender the Bond to the Trustee (a) for payment of the redemption price of the unit or units of face value called for redemption (including without limitation the interest accrued to the date fixed for redemption and any premium) and (b) for issuance, without charge to the Holder thereof, of a new Bond or Bonds of any Authorized Denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

Section 3.03. Issuer's Election to Redeem. Except in the case of redemption pursuant to any mandatory redemption provisions of the Indenture, Bonds shall be redeemed only by written notice from the

Borrower on behalf of the Issuer to the Trustee, the Bank and the Participating Bank. Such notice shall specify the redemption date and the principal amount of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Trustee.

Section 3.04. Notice of Redemption.

(a) When required to redeem Bonds under any provision of the Indenture, or when directed to do so by the Issuer or the Borrower pursuant to the provisions of the Indenture, the Trustee shall cause notice of the redemption to be given not more than 60 days and not less than 30 days prior to the redemption date, by mailing copies of such notice of redemption by first class mail, postage prepaid, to all Holders of Bonds to be redeemed at their registered addresses, but failure to mail any such notice or defect in the mailing thereof in respect of any Bond shall not affect the validity of the redemption of any other Bond with respect to which notice was properly given. Each such notice shall be dated and shall be given in the name of the Issuer and shall state the following information:

(i) the identification numbers, as established under the Indenture, and the CUSIP numbers, if any, of the Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Bonds;

(ii) any other descriptive information needed to identify accurately the Bonds being redeemed;

(iii) in the case of partial redemption of any Bonds, the respective principal amounts thereof to be redeemed;

(iv) the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(vii) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Payment Office of the Trustee.

(b) In addition, the Trustee shall at all reasonable times make available to any interested party, at such party's expense, complete information as to Bonds which have been redeemed or called for redemption.

(c) In addition to the foregoing notice, further notice of any redemption of Bonds hereunder shall be given by the Trustee, at least two Business Days in advance of the mailed notice to Holders, by registered or certified mail or overnight delivery service to (i) the Rating Service and to *The Bond Buyer*, or their respective successors, if any, and to (ii) Financial Information, Inc.'s "Daily Called Bond Service," 30 Montgomery Street, 10th Floor, Jersey City, New Jersey 07302, Attention: Editor; and Standard and Poor's "Called Bond Record," 55 Water Street, New York, New York 10041; or, in accordance with then-current guidelines of the Securities and Exchange Commission, to such other addresses and/or such other services, as the Issuer may designate with respect to the Bonds, or no such services, as the Issuer may designate in a certificate of the Issuer delivered to the Trustee. So long as the Bonds or any portion thereof are held by DTC, the Trustee shall send each notice of redemption of the Bonds to DTC at 55 Water Street, New York, NY 10005, Attention: Call Notification Department (FAX - (212) 855-7207)) or at such other address as may be provided in writing to the Trustee from time to time. The foregoing notice of redemption shall be sent to DTC at least 30 days prior to the redemption date by legible facsimile transmission, certified or registered mail, overnight delivery service or another secure method

which enables the Trustee subsequently to verify the transmission of such notice. Such further notice shall contain the information required in Subsection 3.04(a). Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given to the Holders as prescribed in Subsection 3.04(a).

(d) If at the time of mailing of notice of any optional redemption there shall not have been deposited moneys in the Bond Fund available for payment pursuant to Subsection 5.05(c) sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional in that it is subject to the deposit of the redemption moneys in the Bond Fund available for payment pursuant to Section 5.05 not later than 12:00 noon on the redemption date, in which case such notice shall be of no effect unless moneys are so deposited.

Section 3.05. Payment of Redeemed Bonds. If (a) unconditional notice of the redemption has been duly given or duly waived by the Holders of all Bonds called for redemption or (b) conditional notice of redemption has been so given or waived and Available Moneys for such redemption have been duly deposited with the Trustee, then in either such case the Bonds called for redemption shall be payable on the redemption date at the applicable redemption price. Payment of the redemption price together with accrued interest shall be made by the Trustee, out of Revenues or other funds deposited for such purpose, to or upon the order of the Holders of the Bonds called for redemption upon surrender of such Bonds, except as otherwise provided in Section 2.11.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

All moneys deposited in the Bond Fund and held by the Trustee for the redemption of particular Bonds shall be held in trust for the account of the Holders thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds, except as otherwise provided in Section 2.11.

(End of Article III)

**ARTICLE IV  
PURCHASE AND REMARKETING OF BONDS**

Section 4.01. Purchase on Demand of Holder. Any Bond (or portion thereof in an Authorized Denomination) shall be purchased on the demand of the Holder thereof on any Business Day designated by such Holder in a Bondholder Tender Notice at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, to the Purchase Date, if there is delivered to the Trustee at its Delivery Office, and to the Remarketing Advisor, a Bondholder Tender Notice which (i) states the principal amount (or portion thereof, which must be in an Authorized Denomination) of such Bond and (ii) states the Purchase Date on which such Bond (or portion thereof) shall be purchased pursuant to this Section, which date shall be a Business Day not prior to the seventh day next succeeding the date of the delivery of such notice to the Trustee and the Remarketing Advisor; provided that, if the Bonds are in Authorized Denominations of less than One Hundred Thousand Dollars (\$100,000), and the principal amount of Bonds to be purchased from a Holder pursuant to a demand under this Section is less than the total principal amount of Bonds held by such Holder, then the principal amount of Bonds so demanded to be purchased from such Holder shall be equal to at least \$100,000 and the principal amount of Bonds retained by such Holder after such purchase shall be at least \$100,000. By delivering the Bondholder Tender Notice, the Holder irrevocably agrees to deliver such Bond, if not held in book-entry form, duly endorsed for transfer in blank and with guarantee of signature satisfactory to the Trustee, to the Tender Office of the Trustee or any other address designated by the Trustee at or prior to 12:00 noon on the Purchase Date specified in the Bondholder Tender Notice. The determination by the Trustee of a Holder's compliance with the Bondholder Tender Notice and Bond delivery requirements of this Section is in the sole discretion of the Trustee and binding on the Borrower, the Issuer, the Remarketing Advisor, the Bank, the Participating Bank and the Holder of the Bonds. Any Bondholder Tender Notice which the Trustee determines is not in compliance with this Section shall be of no force or effect.

So long as the Bonds are registered to, and held in book-entry form by, DTC or its nominee, the beneficial owner of Bonds is responsible for submitting the Bondholder Tender Notice and shall be treated as the Holder of such Bonds for such purpose, and such notice need only be submitted to the Remarketing Advisor.

Any election by a Holder to tender a Bond (or portion thereof) for purchase on a Business Day in accordance with this Section shall be irrevocable and shall be binding on the Holder making such election and on any transferee of such Holder. Each Bondholder Tender Notice shall automatically constitute (i) an irrevocable offer to sell the Bond (or portion thereof) to which such notice relates on the Purchase Date at a price equal to the purchase price of such Bond (or portion thereof), (ii) an irrevocable authorization and instruction to the Trustee to effect transfer of such Bond (or portion thereof) upon payment of the purchase price to the Trustee on the Purchase Date, (iii) with respect to a tender of a portion of a Bond, an irrevocable authorization and instruction to the Trustee to effect the exchange of such Bond in part for other Bonds in a principal amount equal to the retained portion so as to facilitate the sale of the tendered portion of such Bond, and (iv) an acknowledgment that such Holder will have no further rights with respect to such Bond (or portion thereof) upon payment of the purchase price thereof to the Trustee on the Purchase Date, except for the right of such Holder to receive such purchase price upon surrender of such Bond, if not held in book-entry form, to the Trustee endorsed for transfer in blank and with guarantee of signature satisfactory to the Trustee and that after the Purchase Date such Holder will hold such Bond as agent for the Trustee. If the Bonds are not held in book-entry form and, after delivery to the Trustee and the Remarketing Advisor of a Bondholder Tender Notice in accordance with this Section, the Holder making such election shall fail to deliver such Bond or Bonds described in the Bondholder Tender Notice to the Trustee at its Tender Office on or before 12:00 noon on the applicable Purchase Date as required by this Section, then the undelivered Bond or portion thereof (the "Undelivered Bond") described in such Bondholder Tender Notice shall be deemed to have been tendered for purchase to the Trustee and, to the extent that there shall be held by the Trustee on or before the applicable Purchase Date an amount sufficient to pay the purchase price thereof and available for such purpose pursuant to the terms of this Section, such Undelivered Bond shall on such Purchase Date cease to bear interest and no longer shall be considered to be outstanding. Moneys held by the Trustee for the purchase of the Undelivered Bonds in accordance with the provisions of this Section shall be held in a special separate trust account for the Holders of such Undelivered Bonds. Such moneys shall be held by the Trustee uninvested and without liability for interest pending delivery of such Undelivered Bonds to the Trustee.

The Trustee shall, as to any Undelivered Bond, promptly place a stop transfer against an appropriate amount of Bonds registered in the name of the Holder thereof on the Register. The Trustee shall place such stop transfer commencing with the lowest serial number Bond registered in the name of such Holder (until stop transfers have been placed against an appropriate amount of Bonds) until the appropriate tendered Bonds are delivered to the Trustee. Upon such delivery, the Trustee shall make any necessary adjustments to the Register.

If the Bonds are not held in book-entry form and if for any reason a Holder fails to deliver a tendered Bond to the Trustee on the Purchase Date, the Issuer shall execute and the Trustee shall authenticate and deliver in accordance with Section 4.03 a new Bond or Bonds in replacement of the Undelivered Bond. The replacement of any such Undelivered Bond shall not be deemed to create new indebtedness, but such Bond as is issued in replacement shall be deemed to evidence the indebtedness previously evidenced by the Undelivered Bond.

A Holder who gives a Bondholder Tender Notice may repurchase the Bonds so tendered on the Purchase Date if the Remarketing Advisor agrees to remarket such Bond to such Holder, and if the Remarketing Advisor agrees to remarket the specified Bond to such Holder prior to delivery of such Bonds as set forth above, the delivery requirement set forth above shall be waived.

Upon surrender of any Bond (which is not held in book-entry form) for purchase in part only, the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder thereof a new Bond or Bonds of the same maturity, of authorized denominations, in an aggregate principal amount equal to the unpurchased portion of the Bond surrendered.

On the date set for purchase of Bonds to be purchased pursuant to this Section and upon receipt by the Trustee of 100% of the aggregate purchase price of such Bonds, the Trustee shall pay the purchase price of such Bonds to the selling Holders thereof at its Principal Payment Office at or before 5:00 p.m.; provided that such Bond (if not held in book-entry form) shall have been surrendered to the Trustee at the Tender Office properly endorsed for transfer on such date with all signatures guaranteed at or prior to 12:00 noon on such Purchase Date. Such payment shall be made in immediately available funds and shall be made only with the following funds in the following order of availability:

(i) moneys held in the Remarketing Proceeds Purchase Account representing proceeds from the remarketing of such Bonds by the Remarketing Advisor to any Person other than the Issuer, the Borrower or any Affiliate;

(ii) moneys constituting Available Moneys held in the Bond Fund and available to make such payment pursuant to Section 10.02; and

(iii) proceeds from a drawing on the Letter of Credit deposited directly into the Letter of Credit Purchase Account (provided that such proceeds shall not be applied to purchase Pledged Bonds or Borrower Bonds).

No purchase of Bonds pursuant to this Section shall be deemed to be a payment or a redemption of such Bonds or any portion thereof and such purchase will not operate to extinguish or discharge the indebtedness of such Bonds.

Section 4.02. Mandatory Purchase. The Bonds shall be subject to mandatory purchase at a purchase price equal to the principal amount thereof plus, in the case of purchases on a Purchase Date which is not an Interest Payment Date, accrued interest thereon, as follows:

(a) on the Interest Payment Date at least five (5) days before the Expiration Date of the Letter of Credit unless at least 45 days (or such shorter period as shall be acceptable to the Trustee) prior to such Interest Payment Date the Trustee has received notice that the Letter of Credit has been or will be extended pursuant to Section 5.09;

(b) on the Interest Payment Date at least five (5) days before an Alternate Letter of Credit is delivered to the Trustee pursuant to Section 5.09; and

**(c) on the Purchase Date stipulated by the Bank or Participating Bank pursuant to Section 7.03 in the event the Bank or the Participating Bank directs the Trustee pursuant to Section 7.03 to call the Bonds for mandatory purchase pursuant to this clause.**

In the case of any mandatory purchase of the Bonds pursuant to clause (a), (b) or (c) above, the Trustee shall cause notice of such mandatory purchase to be given not more than 45 and not less than 30 days prior to the Purchase Date, by mailing copies of such notice of mandatory purchase by first class mail, postage prepaid, to all Holders of Bonds to be purchased at their registered addresses, but failure to mail any such notice or defect in the mailing thereof in respect of any Bond shall not affect the validity of the mandatory purchase of any other Bond with respect to which notice was properly given. Each such notice shall be dated and shall be given in the name of the Issuer and shall state the following information: (i) the identification numbers, as established under the Indenture, and the CUSIP numbers, if any, of the Bonds being purchased; (ii) any other descriptive information needed to identify accurately the Bonds; (iii) the Purchase Date; (iv) the purchase price; (v) that on the Purchase Date the purchase price will become due and payable upon each Bond; (vi) if such Bonds are not held in book-entry form, the place where the purchase price of such Bonds will be paid, which place of payment shall be the Principal Payment Office of the Trustee; and (vii) that, if such Bonds are not held in book-entry form, the Holders of Bonds subject to mandatory purchase shall be required to deliver their Bonds for purchase to the Trustee at its Tender Office prior to 12:00 noon on the corresponding Purchase Date, and any Bond not so delivered prior to 12:00 noon on the applicable Purchase Date (an "Undelivered Bond") shall be deemed to have been tendered to the Trustee as of such Purchase Date and, from and after such Purchase Date, shall cease to bear interest and no longer shall be considered to be outstanding. In the event of a failure by a Holder of a Bond which is not held in book-entry form, to deliver such Holder's Bond on or before the applicable Purchase Date, such Holder shall not be entitled to any payment (including any interest to accrue subsequent to such Purchase Date) other than the purchase price for such Undelivered Bond, such Undelivered Bond shall no longer be entitled to the benefits of the Indenture, except for the purpose of payment of the purchase price therefor, and such Holder shall thereafter hold such Undelivered Bond as agent for the Trustee. If for any reason a Holder fails to deliver to the Trustee at its Tender Office on or before the applicable Purchase Date any Bond remarketed by the Remarketing Advisor pursuant to Section 4.03, the Issuer shall execute and the Trustee shall authenticate and deliver to the Remarketing Advisor for redelivery to the purchaser a new Bond or Bonds in replacement of the Undelivered Bond. The replacement of any such Undelivered Bond shall not be deemed to create new indebtedness, but such Bond as is issued in replacement shall be deemed to evidence the indebtedness previously evidenced by the Undelivered Bond.

On the date set for purchase of Bonds to be purchased pursuant to this Section 4.02 and upon receipt by the Trustee of 100% of the aggregate purchase price of such Bonds, the Trustee shall pay the purchase price of such Bonds to the selling Holders thereof at its Principal Payment Office at or before 5:00 p.m.; provided, in the case of Bonds which are not held in book-entry form, that such Bonds shall have been surrendered to the Trustee properly endorsed for transfer on such date with all signatures guaranteed at or prior to 12:00 noon on such date. Such payment shall be made in immediately available funds and payment for Bonds purchased pursuant to this Section shall be made only with the following funds in the following order of availability:

(i) moneys held in the Remarketing Proceeds Purchase Account representing proceeds from the remarketing of such Bonds by the Remarketing Advisor to any Person other than the Issuer, the Borrower or any Affiliate;

(ii) moneys constituting Available Moneys held in the Bond Fund and available to make such payment pursuant to Section 10.02; and

(iii) proceeds from a drawing on the Letter of Credit deposited directly into the Letter of Credit Purchase Account (provided that such proceeds shall not be applied to purchase Pledged Bonds or Borrower Bonds).

No purchase of Bonds pursuant to this Section shall be deemed to be a payment or a redemption of such Bonds or any portion thereof and such purchase will not operate to extinguish or discharge the indebtedness of such Bonds.

Section 4.03. Remarketing. Upon delivery of a Bondholder Tender Notice to the Trustee and the Remarketing Advisor (or to the Remarketing Advisor only in the case of Bonds held in book-entry form) pursuant to Section 4.01, the Remarketing Advisor shall use its best efforts to find purchasers for and arrange for the sale of the Bonds identified in the Bondholder Tender Notice pursuant to Section 4.01 at a price equal to the principal amount thereof plus, in the case of purchases on a Purchase Date which is not an Interest Payment Date, accrued interest thereon, for settlement in immediately available funds at or before 3:00 p.m. on the applicable Purchase Date. Except as otherwise expressly provided herein, the Remarketing Advisor may not remarket to the Issuer, the Borrower or any Affiliate of the Borrower any Bonds to be purchased pursuant to Section 4.01. Whenever the aggregate amount of Bonds to be remarketed is greater than \$100,000 in principal amount, the Remarketing Advisor shall remarket those Bonds in a principal amount of not less than \$100,000 to each individual purchaser. In its capacity as a registered broker-dealer, the Remarketing Advisor may, but is not obligated to, acquire for its own account any Bonds to be so purchased, but not otherwise remarketed, in which case the Remarketing Advisor shall have remarketed such Bonds to itself. The Remarketing Advisor may purchase and sell Bonds for its own account at any time.

If the Bonds are not held in book-entry form, at or before 2:00 p.m. on the Business Day preceding the Purchase Date of Bonds to be purchased pursuant to Section 4.01 and remarketed pursuant to this Section (or such other time as to which the Trustee and the Remarketing Advisor may agree), the Remarketing Advisor shall give notice by telegram, telex, telecopy or other similar communication to the Trustee of the names, addresses and taxpayer identification numbers of the purchasers and the denominations of Bonds to be delivered to each purchaser and, the payment instructions for regularly scheduled interest payments.

The Remarketing Advisor shall, at or before 10:00 a.m. on the Purchase Date of Bonds to be purchased pursuant to Section 4.01 and remarketed pursuant to this Section, give telephonic notice, promptly confirmed in writing, to the Trustee, the Borrower, the Bank and the Participating Bank specifying the principal amount of Bonds remarketed and not remarketed, respectively, and the amount representing the purchase price of all such Bonds (whether or not remarketed) which the Remarketing Advisor does not then hold in trust.

The Remarketing Advisor shall cause to be paid to the Trustee in immediately available funds by 3:00 p.m. on the Purchase Date of Bonds to be purchased pursuant to Section 4.01 and remarketed pursuant to this Section, all amounts (if any) then held by the Remarketing Advisor representing proceeds of the remarketing of such Bonds. All such remarketing proceeds received by the Trustee shall be deposited by the Trustee in the special trust account designated as the Remarketing Proceeds Purchase Account which the Trustee shall establish and use as provided in this Article IV and shall not be commingled with other funds held by the Trustee. All moneys in the Remarketing Proceeds Purchase Account shall be held in trust, uninvested and without liability for interest thereon, pending application of such moneys by the Trustee pursuant to this Article.

On the Purchase Date of Bonds to be purchased pursuant to Sections 4.01 or 4.02, the Trustee shall register (or hold) all Bonds purchased on such date as follows:

(a) Bonds remarketed by the Remarketing Advisor shall be registered and made available (at the Tender Office of the Trustee) to the Remarketing Advisor or the purchasers thereof in accordance with the instructions of the Remarketing Advisor delivered to the Trustee pursuant to this Section 4.03; and

(b) Bonds purchased with proceeds of a drawing on the Letter of Credit which are Pledged Bonds shall be held as Pledged Bonds in accordance with Section 4.05.

Any Bond (or portion thereof) with respect to which the Trustee receives a Bondholder Tender Notice pursuant to Section 4.01 on or after the date notice of a mandatory purchase pursuant to Section 4.02 or redemption pursuant to Section 3.04 is given and before the corresponding mandatory Purchase Date or redemption date, respectively, shall not be remarketed except to a buyer who receives and acknowledges the binding effect of such notice. Bonds purchased on or after the date notice of mandatory purchase is given and before the

corresponding mandatory Purchase Date and not remarketed, shall not be subject to mandatory purchase, but shall remain outstanding. In addition, Bonds which are deemed paid pursuant to Article X shall not be remarketed but shall be cancelled upon being purchased pursuant to Section 4.01 or 4.02 in accordance with the Bond cancellation provisions of Section 2.09.

Anything in the Indenture to the contrary notwithstanding, the Remarketing Advisor shall have no obligation to remarket any Bonds (i) which are not supported by the Letter of Credit or an Alternate Letter of Credit as contemplated by the Indenture or (ii) which have not been tendered pursuant to the optional tender provisions of Section 4.01, except to the extent the Remarketing Advisor shall have expressly and specifically agreed in writing with the Borrower to perform such duties.

Section 4.04. Drawings on Letter of Credit for Purchase of Bonds. In the case of a purchase of Bonds pursuant to Section 4.01 or 4.02 hereof, the Trustee shall draw upon the Letter of Credit, in accordance with its terms, prior to 11:00 a.m. on each Purchase Date in an amount required in order for the Trustee to make timely payments of the purchase price of such Bonds on such Purchase Date. If the purchase is being made pursuant to Section 4.01, then, as provided by Section 4.03, the Remarketing Advisor will have advised the Trustee of the portion of the purchase price of Bonds to be remarketed pursuant to Section 4.03 which, as of 10:00 a.m. on the Purchase Date, is not held by the Remarketing Advisor. In such cases, the Trustee shall draw under the Letter of Credit an amount so advised. In the absence of such notice, the Trustee shall be deemed to have received notice from the Remarketing Advisor specifying that no portion of the purchase price of such Bonds is held by the Remarketing Advisor, in which case the Trustee shall draw the entire amount thereof under the Letter of Credit. The Trustee shall establish a special trust account designated as the Letter of Credit Purchase Account into which the Trustee shall deposit and hold in trust, uninvested and without liability for interest thereon, all such amounts (and only such amounts) received by the Trustee from drawings on the Letter of Credit for purchases of Bonds pending application of such amounts by the Trustee pursuant to this Article IV. Any remaining amounts in the Letter of Credit Purchase Account after any application required by this Article IV shall be paid over by the Trustee to the Bank as reimbursement for the drawing on the Letter of Credit from which such amounts were derived; provided that the Letter of Credit shall be reinstated to the extent of such reimbursement and the Trustee shall take all necessary action on its part pursuant to the Letter of Credit to effect such reinstatement. Anything herein to the contrary notwithstanding, no amounts drawn on the Letter of Credit shall be applied to the purchase of Pledged Bonds or Borrower Bonds.

Any moneys paid by the Borrower pursuant to Section 4.3 of the Loan Agreement for purchase of Bonds shall be deposited by the Trustee in a special trust account designated as the Borrower Purchase Account which the Trustee shall establish and use to reimburse (i) the Bank for drawings under the Letter of Credit for such purpose or (ii) the Participating Bank if it has reimbursed the Bank for moneys so drawn and the Trustee has received written notice from the Bank of such reimbursement or to pay the purchase price of Bonds to the extent moneys on deposit in the Remarketing Proceeds Purchase Account and the Letter of Credit Purchase Account are insufficient to pay the full purchase price of Bonds payable pursuant to Sections 4.01 and 4.02 hereof.

Section 4.05. Bonds Purchased with Proceeds of Letter of Credit.

(a) Pledged Bonds. Bonds purchased with proceeds of a drawing on the Letter of Credit pursuant to this Article shall constitute "Pledged Bonds" and shall be held by the Trustee as agent for the Bank or the Participating Bank as pledgee pursuant to the Bond Pledge Agreement (and shall be shown as such on the Register and, if held in book-entry form, in the ownership records maintained by DTC and any applicable DTC Participant) unless and until (1) the Trustee has confirmation from the Bank to the extent contemplated by the terms of the Letter of Credit that the Letter of Credit has been reinstated with respect to such drawing and (2) the Bank or the Participating Bank has notified the Trustee by telephone (thereafter promptly confirmed in writing) that such Bonds have been released from the pledge pursuant to the Bond Pledge Agreement and are no longer Pledged Bonds. Pending reinstatement of the Letter of Credit and release of such pledge as aforesaid, the Bank (or the Participating Bank, if it has reimbursed the Bank for the corresponding drawing on the Letter of Credit for the purchase price and the Trustee has received written notice from the Bank of such reimbursement), shall be entitled to receive all payments of principal of and interest on Pledged Bonds as pledgee of the Borrower and such Bonds shall not be transferable or deliverable to any party (including the Borrower) except the Bank or the Participating Bank pursuant to the Bond Pledge Agreement.

(b) Remarketing of Pledged Bonds. The Remarketing Advisor shall continue to use its best efforts to arrange for the sale of any Pledged Bonds required to be remarketed pursuant to Section 4.03, subject to full reinstatement of the Letter of Credit with respect to the drawings with which such Bonds were purchased, at a price equal to the principal amount thereof plus accrued interest.

(c) Notice of Remarketing. At or prior to 2:00 p.m. on the Business Day preceding each day on which any Pledged Bonds that are successfully remarketed by the Remarketing Advisor are to be purchased, the Remarketing Advisor shall give telephonic notice, promptly confirmed in writing, to the Trustee, the Borrower, the Bank and the Participating Bank specifying:

(i) the Business Day on which such purchase will take place and the principal amount of Pledged Bonds successfully remarketed by the Remarketing Advisor, and

(ii) if the Bonds are not held in book-entry form, to the Trustee only, the names, addresses and tax identification numbers of the proposed purchasers thereof and the denominations of Bonds to be delivered to each purchaser and, if available, the payment instructions for regularly scheduled interest payments.

(d) Delivery of Remarketed Pledged Bonds and Proceeds Thereof. Contemporaneously with reinstatement of the Letter of Credit as described in Subsection 4.05(a) and the sale of Pledged Bonds arranged by the Remarketing Advisor as described in Subsection 4.05(b), (i) such Bonds (if not held in book-entry form) shall be made available (at the Tender Office of the Trustee) to the Remarketing Advisor or the purchasers thereof in accordance with the instructions of the Remarketing Advisor and (ii) the proceeds of such sale shall be delivered to the Bank or the Participating Bank, as appropriate, for the account of the Borrower to be applied to any unpaid reimbursement obligation under the Participating Bank Agreement or the Reimbursement Agreement with respect to the prior drawings made on the Letter of Credit in respect of the purchase of such Bonds.

#### Section 4.06. Borrower Bonds.

(a) Remarketing of Borrower Bonds. Subject to the provisions and limitations of the Remarketing Agreement and Section 4.03, the Remarketing Advisor shall, if so directed by the Borrower, use its best efforts to arrange for the sale of any Borrower Bonds, at a price equal to the principal amount thereof, plus accrued interest.

(b) Notice of Remarketing. On or prior to each Business Day on which any Borrower Bonds that are successfully remarketed by the Remarketing Advisor pursuant to Section 4.06(a) are to be purchased, the Remarketing Advisor shall give telephonic notice, promptly confirmed in writing, to the Trustee, the Borrower, the Bank and the Participating Bank specifying:

(i) the Business Day on which such purchase will take place and the principal amount of Borrower Bonds successfully remarketed by the Remarketing Advisor, and

(ii) if the Bonds are not held in book-entry form, to the Trustee only, the names, addresses and tax identification numbers of the proposed purchasers thereof, the denominations of Bonds to be delivered to each purchaser and, if available, the payment instructions for regularly scheduled interest payments.

(c) Delivery of Remarketed Borrower Bonds and Proceeds Thereof. Upon the sale of Borrower Bonds arranged by the Remarketing Advisor pursuant to Section 4.06(a), (i) such Bonds (if not held in book-entry form) shall be made available (at the Tender Office or Delivery Office of the Trustee) to the Remarketing Advisor or the purchasers thereof in accordance with the instructions of the Remarketing Advisor and (ii) the proceeds of such sale shall be delivered to the Borrower.

Section 4.07. No Purchases After Acceleration; Inadequate Funds for Purchases. Anything in the Indenture to the contrary notwithstanding, there shall be no purchases of Bonds pursuant to this Article if the Bonds

have been declared immediately due and payable pursuant to Section 7.03 and such declaration has not been annulled, stayed or otherwise suspended.

If the funds available for purchases of Bonds are inadequate for the purchase of all Bonds tendered on any Purchase Date pursuant to this Article, the Trustee shall, after any applicable grace period: (a) return all tendered Bonds to the Holders thereof; and (b) return all moneys received for the purchase of such Bonds to the Persons providing such moneys; provided, however, that if an Event of Default shall exist, moneys provided by the Borrower and the Bank shall be retained by Trustee and transferred to the General Account of the Bond Fund and applied in accordance with Section 5.05(c) hereof.

(End of Article IV)

**ARTICLE V  
FUNDS AND LETTER OF CREDIT**

Section 5.01. Creation of Settlement Account. There shall be established by the Trustee on the Series Issue Date an account designated "Settlement Account" for the payment of certain Project Costs. There shall be deposited in the Settlement Account all proceeds of the sale of the Bonds together with the amount, if any, paid by the Borrower to the Trustee on or before the Series Issue Date to fund Project Costs. On the Series Issue Date, the Trustee shall pay Project Costs described in clause (b) of the definitions of Project Costs from the Settlement Account and transfer the amount remaining in the Settlement Account thereafter to the Project Fund. The Settlement Account may be jointly administered with similar accounts established for other bonds of the Issuer being on the same Series Issue Date.

Section 5.02. Creation of Project Fund. There shall be established by the Trustee on the Series Issue Date a trust fund designated the "Project Fund" for the payment of Project Costs not paid from the Settlement Account. All amounts in the Settlement Account not used to pay Project Costs pursuant to Section 5.01 shall be deposited by the Trustee in the Project Fund. The Trustee shall maintain a record of the income on investments and interest earned on amounts held in the Project Fund (including amounts held therein as capitalized interest). Subject to the provisions of Section 5.07, such income or interest may be expended at any time or from time to time to pay the Project Costs in the same manner as the proceeds of Bonds deposited in the Project Fund are expended.

Pending disbursement pursuant to the Loan Agreement, the moneys and Eligible Investments to the credit of the Project Fund shall be held as security for the outstanding Bonds and for the Participating Bank's obligations under the Participating Bank Agreement and the Borrower's obligations under the Reimbursement Agreement.

Section 5.03. Disbursements from and Records of Project Fund. Moneys in the Project Fund shall be disbursed in accordance with the provisions of the Loan Agreement. The Trustee shall cause to be kept and maintained records pertaining to the Project Fund and all disbursements therefrom. The Trustee shall make such records available for inspection by, or shall provide copies thereof, at the expense of the requesting party, to the Issuer, the Borrower, the Bank and/or the Participating Bank upon written request.

Section 5.04. Disposition of Excess Bond Proceeds. The completion of the Project and payment of all Project Costs payable out of the Project Fund (except for amounts, if any, to be retained by the Trustee as provided under the Loan Agreement for the payment of Project Costs not then due and payable) shall be evidenced by the filing with the Trustee of the certificate of the Authorized Representative of the Borrower required by Section 3.6 of the Loan Agreement. As soon as practicable after the filing with the Trustee of such certificate, any balance remaining in the Project Fund (other than the amounts retained by the Trustee as described in the preceding sentence) shall be deposited or applied in accordance with the written direction of the Authorized Representative of the Borrower pursuant to Section 3.4 of the Loan Agreement. In addition, in the case of Economic Development Revenue Bonds, the Borrower shall not instruct the Trustee to invest such balance at a yield in excess of the yield on the Bonds, unless there shall have been delivered to the Trustee an opinion of Bond Counsel that such investment will not cause the interest on the Bonds to be included in the gross income of the Holders for federal income tax purposes.

Section 5.05. Bond Fund.

(a) Revenues to be Paid Over to the Trustee. The Issuer has caused the Revenues to be paid directly to the Trustee. If, notwithstanding these arrangements, the Issuer receives any payments pursuant to the Loan Agreement (other than payments to the Issuer in accordance with Section 4.4, 5.10 or 7.4 thereof), the Issuer shall immediately pay over the same to the Trustee to be held as Revenues or otherwise applied pursuant to the Indenture. Any moneys received by the Trustee with the written stipulation that they constitute payments by the Borrower under Section 4.3 of the Loan Agreement corresponding to payments of purchase price of Bonds shall be identified as such and deposited and applied pursuant to Article IV. Except as provided in the immediately preceding sentence and as otherwise specifically directed under the terms of the Indenture, all Revenues received by the Trustee shall be deposited into the General Account of the Bond Fund.

(b) Creation of Bond Fund and Accounts. There shall be established by the Trustee on the Series Issue Date a trust fund designated as the "Bond Fund," within which there shall be established a General Account and a Letter of Credit Debt Service Account. Moneys held by the Trustee in the General Account shall be applied in accordance with Section 5.05(c)(ii) and the other provisions of the Indenture (i) to reimburse the Bank or the Participating Bank with respect to drawings on the Letter of Credit to pay the principal of, premium, if any, on or interest on Bonds and (ii) to make payments of principal of, premium, if any, on and interest on the Bonds. All moneys (and only those moneys) received by the Trustee from drawings under the Letter of Credit to pay principal of, premium, if any, on and interest on the Bonds shall be deposited in the Letter of Credit Debt Service Account and applied to such purpose.

(c) Application of Bond Fund. Except as otherwise provided in Section 7.06, moneys in the Bond Fund shall be applied as follows:

(i) Moneys in the Letter of Credit Debt Service Account shall be applied to the payment when due of principal of, premium, if any, on and interest on the Bonds (other than Pledged Bonds or Borrower Bonds, for which such moneys shall not be Available Moneys).

(ii) Moneys in the General Account shall be applied to the following in the order of priority indicated:

(1) the reimbursement of (i) the Bank when due for moneys drawn under the Letter of Credit and deposited in the Letter of Credit Debt Service Account for payment of principal of, premium, if any, on and interest on the Bonds (in applying moneys pursuant to this clause, the Trustee shall transfer such moneys by wire transfer of immediately available funds) or (ii) the Participating Bank if it has reimbursed the Bank for moneys so drawn and the Trustee has received written notice from the Bank of such reimbursement;

(2) when insufficient moneys have been received under the Letter of Credit for application pursuant to Subsection 5.05(c)(i), the payment when due of principal of, premium, if any, on and interest on the Bonds, other than Borrower Bonds or Pledged Bonds;

(3) the payment when due of principal of, premium, if any, on and interest on Pledged Bonds; and

(4) the payment when due of principal of, premium, if any, on and interest on Borrower Bonds, provided that if the Trustee shall have received written notice from the Bank or the Participating Bank that any amounts are due and owing to the Bank or the Participating Bank under the Participating Bank Agreement or the Reimbursement Agreement, respectively, such payments shall be made to the Bank or the Participating Bank for the account of the Participating Bank and/or the Borrower as the case may be.

(d) Drawings on Letter of Credit. By 12:00 noon on the Business Day immediately preceding each Interest Payment Date, each redemption date and the maturity date of the Bonds, the Trustee shall present the requisite draft and certificate for a drawing on the Letter of Credit so as to comply with the provisions of the Letter of Credit for payment to be made in sufficient time for the Trustee to receive the proceeds of such drawing at or before 10:00 a.m. on such Interest Payment Date, redemption date or maturity date, as the case may be, to pay principal of, premium, if any, on and interest on the Bonds due on such date. In addition, the Trustee shall draw on the Letter of Credit pursuant to its terms in accordance with and in order to satisfy the requirements of Section 7.03. By 5:00 p.m. on each date it presents the requisite documents for a drawing on the Letter of Credit, the Trustee shall give notice to the Participating Bank and the Borrower by telephone, promptly confirmed in writing, of the amount so drawn. The Trustee shall promptly notify the Participating Bank and the Borrower by oral or telephonic communication confirmed in writing if the Bank fails to transfer funds in accordance with the Letter of Credit upon the presentment of the requisite draft and certificate. In such case, Trustee may charge the Bank an amount equal to any penalty, loss or cost suffered by Trustee as a result of Bank's failure to provide such funds. In calculating the amount to be drawn on the Letter of Credit for the payment of principal of and interest on the Bonds, whether on an Interest Payment Date, at maturity or upon redemption or acceleration, the Trustee shall not take into account the potential receipt of funds from the Borrower under the Loan Agreement on such Interest Payment Date, or the

existence of any other moneys in the Bond Fund, but shall draw on the Letter of Credit for the full amount of principal and interest coming due on the Bonds.

(e) Payment in Full. Whenever the amount in the Bond Fund available for the payment of principal or redemption price and interest in accordance with Section 5.05(c) 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 Borrower, cause the Trustee to redeem all such Bonds on the redemption date specified by the Borrower pursuant to the Bonds and the Indenture. Any amounts remaining in the Bond Fund after payment in full of the principal of and premium, if any, and interest on the Bonds (or provision for payment thereof) and the fees, charges and expenses of the Issuer and the Trustee shall be paid to the Person entitled thereto in accordance with Section 10.01.

(f) Credits. If at any time the Trustee has funds, including funds received pursuant to the Letter of Credit, which under the provisions of the Indenture are to be applied to pay the principal of, premium, if any, on or interest on the Bonds, the Borrower, to the extent that such funds are to be so applied, shall be entitled to a credit, equal to the amount of such funds, against payments due from the Borrower under the Loan Agreement; provided that, with respect to funds received pursuant to one or more drawings on the Letter of Credit, the Bank and the Participating Bank have been reimbursed therefor.

Section 5.06. Investment of Bond Fund and Project Fund. All moneys received by the Trustee under the Indenture shall be deposited with the Trustee, until or unless invested or deposited as provided in this Section. All deposits with the Trustee (whether original deposits or deposits or redeposits in time accounts) shall be secured as required by applicable law for such trust deposits.

Moneys in the Bond Fund (except moneys in the Letter of Credit Debt Service Account and except any moneys representing principal of, or premium, if any, or interest on, any Bonds which are deemed paid under Section 10.02) and the Project Fund shall be invested and reinvested by the Trustee in Eligible Investments at the oral, to be promptly confirmed in writing, or written direction of an Authorized Representative of the Borrower. Except as otherwise provided in Section 10.02, moneys deposited in the Settlement Account, Letter of Credit Debt Service Account, the Letter of Credit Purchase Account or the Remarketing Proceeds Purchase Account shall not be invested but shall be held in their respective accounts uninvested and without liability for interest pending application pursuant to Section 5.01, 5.05 or Article IV, as applicable. Moneys in the Bond Fund representing principal of, or premium, if any, or interest on, any Bonds which are deemed paid under Section 10.02 shall be invested only if and as provided in Section 10.02.

Investments pursuant to this Section of moneys in the Bond Fund shall mature or be redeemable at the written direction of the Borrower at the times and in the amounts necessary to provide moneys to make Bond Service payments as they become due on Interest Payment Dates, at stated maturity or by redemption, or to reimburse the Bank or the Participating Bank when due with respect to drawings on the Letter of Credit applied to make Bond Service payments. The Trustee shall sell or redeem investments credited to the Bond Fund to produce sufficient moneys available hereunder at the times required for the purpose of paying Bond Service (or reimbursing the Bank or the Participating Bank with respect to drawings on the Letter of Credit therefor) when due as aforesaid, and shall do so without necessity for any order by or on behalf of the Issuer or the Borrower and without restriction by reason of any order. Each investment of moneys in the Project Fund shall mature or be redeemable by the Trustee at such time as may be foreseeably necessary to make payments from the Project Fund. Subject to any directions from an Authorized Representative of the Borrower with respect thereto, the Trustee may, from time to time, sell investments in the Project Fund or the Bond Fund made pursuant to this Section and reinvest the proceeds therefrom in Eligible Investments maturing or redeemable as aforesaid.

Any investment of moneys in any Fund established under the Indenture may be purchased from or through, or sold to, the Trustee or any Affiliate of the Trustee; and any such investment made through the purchase of shares of a fund described in clause (i), (ii) or (v) of the definition of Eligible Investments may be in a fund which is advised or administered by the Trustee or any Affiliate of the Trustee or to which the Trustee or any Affiliate of the Trustee provides a service (for which services the Trustee or such Affiliate, as the case may be, may receive a fee).

An investment made from moneys credited to the Bond Fund or the Project Fund shall constitute part of that respective Fund, and each respective Fund shall be credited with all proceeds of sale and income from investment of moneys credited thereto. For purposes of the Indenture, those investments shall be valued at face amount or market value, whichever is less.

If the Borrower shall not give directions as to investments of moneys held by the Trustee in the Project Fund or the Bond Fund, or if an Event of Default has occurred and is continuing hereunder, the Trustee shall make such investments in the J.P. Morgan Tax Free Money Market Fund Morgan Shares or such other share class as may be consistent with the Trustee's customary practice from time to time of investing in certain share classes based on the principal amount of such investment for which the Trustee or any affiliate of the Trustee serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from such funds for services rendered, (ii) the Trustee charges and collects fees for services rendered pursuant to the Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to the Indenture may at times duplicate those provided to such funds by the Trustee or its affiliates; which is an Eligible Investment as described in clause (v) of the definition thereof.

Section 5.07. Bond Fund Moneys to be Held in Trust. Revenues and investments thereof in the Bond Fund shall, until applied as provided in the Indenture, be held by the Trustee or an Affiliate of the Trustee for the benefit of the Holders of all outstanding Bonds, the Bank and the Participating Bank in the order of priority set forth in the granting clauses of the Indenture, except that any portion of the Revenues representing principal of, and premium, if any, and interest on, any Bonds which have matured or been called for redemption in accordance with Article III or which are otherwise deemed paid under Section 10.02, shall be held for the benefit of the Holders of such Bonds only.

Section 5.08. Nonpresentment of Bonds. In the event that any Bond shall not be presented for payment when the principal thereof becomes due in whole or in part, either at stated maturity or by redemption or a check or draft for interest is uncashed, all liability of the Issuer to that Holder for such Bond or such check or draft thereupon shall cease and be discharged completely; provided that moneys sufficient to pay the principal and accrued interest then due of that Bond or such check or draft shall have been made available to the Trustee for the benefit of its Holder. Thereupon, it shall be the duty of the Trustee to hold those moneys subject to the provisions of Section 10.03.

Section 5.09. Letter of Credit.

(a) Expiration. The Letter of Credit may provide that it expires upon the earliest to occur of (i) the Expiration Date, (ii) the date when the Trustee surrenders the Letter of Credit to the Bank for cancellation, (iii) the date on which the Bank receives a certificate from the Trustee to the effect that there are no outstanding Bonds or that the Trustee has accepted an Alternate Letter of Credit, or (iv) the date on which the final drawing available under the Letter of Credit is honored by the Bank.

(b) Extension or Replacement in Anticipation of Expiration. At least 45 days (or such shorter period as shall be acceptable to the Trustee) prior to the Interest Payment Date preceding the Expiration Date of the current Letter of Credit by at least five (5) days, the Borrower may provide for the delivery to the Trustee of (1) an amendment to the Letter of Credit which extends the Expiration Date to a date that is not earlier than six months from its then current Expiration Date and that follows an Interest Payment Date by not less than two Business Days and not more than 15 calendar days or (2) an Alternate Letter of Credit issued by a national banking association, a bank, a trust company or other financial institution or credit provider, which shall be acceptable to the Issuer, have terms which are the same in all material respects (except Expiration Date and except any changes pursuant to the Indenture with respect to interest or premium coverage in connection with a concurrent interest rate reset or conversion) as the current Letter of Credit and which shall have an Expiration Date that is not earlier than one year from the Expiration Date of the Letter of Credit then in effect and that follows an Interest Payment Date by not less than two Business Days and not more than 15 calendar days. The Borrower shall be deemed to have provided for such amendment extending the Letter of Credit or for such Alternate Letter of Credit if the Borrower shall have delivered to the Trustee, in form satisfactory to the Trustee, a commitment from the Bank or the proposed provider of the Alternate Letter of Credit to deliver such amendment or Alternate Letter of Credit on or before the

Interest Payment Date next preceding the current Expiration Date of the Letter of Credit by at least five (5) days; provided that if such amendment or Alternate Letter of Credit is not delivered to the Trustee on or before such Interest Payment Date, an Event of Default shall be deemed to have occurred under Subsection 7.01(h). Any such amended Letter of Credit or Alternate Letter of Credit shall provide for drawings to pay up to an amount equal to the principal amount of the outstanding Bonds, plus 60 days interest thereon computed at the Maximum Rate based on a 365-day or 366-day year as applicable. The institution issuing the Alternate Letter of Credit must be such as to maintain a rating on the Bonds equal to or higher than the then-current rating on the Bonds given by the Rating Service, and the Trustee shall have received, on or before the date of delivery of the Alternate Letter of Credit, written notice from the Rating Service that the issuance of the Alternate Letter of Credit and substitution thereof for the then-current Letter of Credit will not result in a reduction or withdrawal of the then-current rating on the Bonds. The Trustee shall not accept an Alternate Letter of Credit under this Subsection unless there shall have been delivered to the Trustee (1) a written notice from the Rating Service as provided in the immediately preceding sentence, (2) the written consent of the Issuer to the issuance of an Alternate Letter of Credit, (3) an opinion of counsel to the Bank satisfactory to the Trustee with respect to the validity, binding effect and enforceability of such Alternate Letter of Credit and (4) in the case of Economic Development Revenue Bonds, an opinion of Bond Counsel to the effect that either (i) such action will not be treated as causing a reissuance of the Economic Development Revenue Bonds and will not adversely affect the exclusion from gross income of interest on the Economic Development Revenue Bonds for federal income tax purposes or (ii) the interest on the Bonds is excluded from gross income for federal income tax purposes. Unless all of the conditions of this Subsection with respect to an extension of the Expiration Date which are required to be met 45 days (or such shorter period as shall be acceptable to the Trustee) preceding the Interest Payment Date next preceding the Expiration Date of the Letter of Credit by at least five (5) days have been satisfied, and in any event if any Alternate Letter of Credit is proposed, the Trustee shall take all action necessary to call the Bonds for mandatory purchase pursuant to Subsection (a) or (b), as applicable, of Section 4.02 on the Interest Payment Date next preceding such Expiration Date by at least five (5) days; provided that if the Borrower shall have notified the Trustee in writing that it expects to meet all the conditions for the delivery of an amendment extending the existing Letter of Credit, meeting all of the requirements of this Subsection on or before the Interest Payment Date next preceding the Expiration Date of the existing Letter of Credit by at least five (5) days, then the notice of mandatory purchase pursuant to Subsection (a) of Section 4.02 (but not a notice under Subsection (b) thereof), shall state that it is subject to rescission, and the Trustee shall rescind such notice, if such conditions are so met (in which case such mandatory purchase shall not occur). The provisions of this Subsection with respect to the substitution of an Alternate Letter of Credit in the event that the Expiration Date of the Letter of Credit is not extended shall apply equally to the substitution of another Alternate Letter of Credit in the event that the Expiration Date of an existing Alternate Letter of Credit is not extended.

(c) Other Replacement. The delivery of an Alternate Letter of Credit in anticipation of the expiration of the current Letter of Credit shall be governed by Section 5.09(b). If at any time, other than as described in Section 5.09(b), the Borrower or the Issuer shall provide for the delivery to the Trustee of (1) an Alternate Letter of Credit which shall in the case of the Borrower, be acceptable to the Issuer, and in the case of both the Borrower and the Issuer, have terms which are the same in all material respects (except as to Expiration Date and except any changes pursuant to the Indenture with respect to interest or premium coverage in connection with a concurrent interest rate reset or conversion) as the current Letter of Credit, which shall have an Expiration Date that is not less than one year from the date of its delivery and not sooner than the Expiration Date of the current Letter of Credit then in effect and that follows an Interest Payment Date by not less than two Business Days and not more than 15 calendar days and which shall be issued by a national banking association, a bank, a trust company or other financial institution or credit provider, and (2) an opinion of counsel to the Bank satisfactory to the Trustee with respect to the validity, binding effect and enforceability of such Alternate Letter of Credit. In addition, and in the case of Economic Development Revenue Bonds, the Issuer may provide, at the Issuer's option, for the delivery to the Trustee of an opinion of Bond Counsel to the effect that either (i) such action will not be treated as causing a reissuance of the Economic Development Revenue Bonds and will not adversely affect the exclusion from gross income of interest on the Economic Development Revenue Bonds for federal income tax purposes or (ii) the interest on the Bonds is excluded from gross income for federal income tax purposes. If the requirements set forth in this Subsection are met, and the Trustee shall have received 45 days' notice of the Borrower's or Issuer's intention to make such deliveries, then the Trustee shall accept such Alternate Letter of Credit and promptly surrender for cancellation the previously held Letter of Credit to the issuer thereof in accordance with the terms of such Letter of Credit. In such event, the Trustee shall take all actions necessary to call the Bonds for mandatory purchase pursuant to subsection (b) of Section 4.02 on the Interest Payment Date next preceding the date of delivery of the Alternate

Letter of Credit by at least five (5) days. Any Alternate Letter of Credit shall provide for drawings to pay up to an amount equal to the principal amount of the outstanding Bonds, plus 60 days' interest thereon computed at Maximum Rate based on a 365-day or 366-day year as applicable. The institution issuing the Alternate Letter of Credit must be such as to not cause the then-current rating on the Bonds to be reduced or withdrawn by the Rating Service. The replacement of the Letter of Credit by the Alternate Letter of Credit must not, by itself, adversely affect the current rating or ratings on the Bonds, and the absence of such an adverse effect shall be evidenced in writing by the Rating Service to the Trustee at or prior to such replacement.

(d) Notice to Holders. The Trustee shall give notice to the Holders, in the name of the Issuer, of the proposed replacement of the current Letter of Credit with an Alternate Letter of Credit, which notice shall specify (i) the proposed replacement date and (ii) the last dates prior to such proposed replacement on which Bondholder Tender Notices may be delivered and Bonds must be delivered (if not held in book-entry form) for the purchase of Bonds pursuant to Section 4.01 and the places where such Bondholder Tender Notices and Bonds must be delivered for such purchase. Such notice shall be given by first class mail, postage prepaid, not less than 30 days' prior to the Interest Payment Date next preceding the proposed replacement date.

(e) Reduction. In each case that Bonds are redeemed or deemed to have been paid pursuant to Section 10.01, the Trustee shall take such action as may be permitted under the Letter of Credit to reduce the amount available thereunder to an amount equal to the principal amount of the outstanding Bonds, plus 60 days' interest on such principal amount computed at the Maximum Rate per annum based on a 365-day or 366-day year, as applicable; provided that such action by the Trustee shall not be required if the Letter of Credit so reduces automatically pursuant to its terms.

(f) Substitution by Bank. Upon reduction of the amount available under the Letter of Credit pursuant to the terms of the Letter of Credit and Section 5.09(e) as a result of redemption of Bonds, the Bank shall have the right, at its option, to require the Trustee to promptly surrender the outstanding Letter of Credit to the Bank and to accept in substitution therefor a substitute Letter of Credit in the same form, dated the date of such substitution, for an amount equal to the amount available under the Letter of Credit as so reduced, but otherwise having terms identical to the then outstanding Letter of Credit.

(g) Replacement of Participating Bank. Subject to the approval and consent of the Bank and the delivery of a replacement Participating Bank Agreement and related documentation satisfactory to the Bank, the Borrower shall have the right to replace the Participating Bank. The Borrower shall give at least 30 days notice to the Trustee, the Issuer and the Remarketing Advisor of the Borrower's intent to replace the Participating Bank (which notice shall identify the proposed replacement Participating Bank), and shall provide to the Trustee and the Issuer, on or before the effective date of such replacement, complete copies of the replacement Participating Bank Agreement, the replacement Reimbursement Agreement and such related documentation as the Trustee or the Issuer may reasonably request. The Trustee shall give prompt notice of any such replacement to the Holders.

(End of Article V)

**ARTICLE VI**  
**COVENANTS AND REPRESENTATIONS OF ISSUER**

Section 6.01. Corporate Existence; Compliance with Laws. The Issuer shall maintain its corporate existence; shall use its best efforts to maintain and renew all its rights, powers, privileges and franchises; and shall comply with all valid and applicable laws, rules, regulations, orders, requirements and directions of any legislative, executive, administrative or judicial body relating to the Issuer's participation in the Project or the issuance of the Bonds.

Section 6.02. Payment of Bond Service. The Issuer will pay all Bond Service, or cause it to be paid, solely from the sources provided herein, on the dates, at the places and in the manner provided in the Indenture.

Section 6.03. No Further Assignment of Revenues. The Issuer will not assign the Revenues or create any debt, lien or charge thereon, other than the assignment thereof under the Indenture.

Section 6.04. Filings. The Issuer shall cause the Indenture or financing statements relating hereto to be filed, in such manner and at such places as may be required by law fully to protect the security of the Holders and the right, title and interest of the Trustee in and to the Trust Estate or any part thereof. From time to time, the Trustee may, but shall not be required to, obtain an opinion of counsel setting forth what, if any, actions by the Issuer or Trustee should be taken to preserve such security. The Issuer shall execute or cause to be executed any and all further instruments as shall reasonably be requested by the Trustee for such protection of the interests of the Holders, and shall furnish satisfactory evidence to the Trustee of filing and refiling of such instruments and of every additional instrument which shall be necessary to preserve the lien of the Indenture upon the Trust Estate or any part thereof until the principal of and interest on the Bonds issued hereunder shall have been paid. 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 it may be advised by an opinion of counsel will preserve the lien of the Indenture upon the Trust Estate or any part thereof until the aforesaid principal and interest shall have been paid.

Section 6.05. Rights and Enforcement of Loan Agreement. The Trustee may enforce, in its name or in the name of the Issuer, all rights of the Issuer for and on behalf of the Holders, except for Unassigned Issuer's Rights, and may enforce all covenants, agreements and obligations of the Borrower under and pursuant to the Loan Agreement, regardless of whether the Issuer is in default in the pursuit or enforcement of those rights, covenants, agreements or obligations. The Issuer will take all actions within its authority to keep the Loan Agreement in effect in accordance with the terms thereof. So long as no Event of Default hereunder shall have occurred and be continuing, the Issuer may exercise all its rights under the Loan Agreement, including the right to amend the same pursuant to the provisions thereof and hereof. The Issuer shall give prompt written notice to the Trustee of any default known to the Issuer under the Loan Agreement.

Section 6.06. Further Assurances. Except to the extent otherwise provided in the Indenture, the Issuer shall not enter into any contract or take any action by which the rights of the Trustee or the Holders 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 the Indenture.

Section 6.07. Issuer Not to Adversely Affect Tax-Exempt Status. In the case of Economic Development Revenue Bonds, the Issuer covenants that it shall take, or cause to be taken, all actions that may be required of the Issuer for the interest on the Economic Development Revenue Bonds to be and remain excluded from the gross income of the Holders for federal income tax purposes, and shall not take any actions which would adversely affect that exclusion under the provisions of federal tax laws that apply to the Economic Development Revenue Bonds.

Section 6.08. Bonds Not to Become Arbitrage Bonds. The Issuer covenants for the benefit of the Holders from time to time of the Bonds that, with respect to Economic Development Revenue Bonds, it will not act so as to cause the proceeds of the Economic Development Revenue Bonds, any moneys derived, directly or indirectly, from the use or investment thereof and any other moneys on deposit in any fund or account maintained in respect of the Economic Development Revenue Bonds (whether such moneys were derived from the proceeds of the

sale of the Economic Development Revenue Bonds or from other sources) to be used in a manner which could cause the Economic Development Revenue Bonds to be treated as “arbitrage bonds” within the meaning of the Code. The definition of “Eligible Investments” with respect to the proceeds of Economic Development Revenue Bonds restricts the investment or other use of money in the Funds created under the Indenture in such manner and to such extent, that such Bonds will not constitute “arbitrage bonds” under the Code.

Section 6.09. Observance and Performance Agreements. The Issuer will observe and perform faithfully at all times covenants, agreements, authority, actions, undertakings, stipulations and provisions to be observed or performed on its part under the Loan Agreement, the Indenture and the Bonds, and under all proceedings of the Issuer pertaining thereto.

Section 6.10. Representations and Warranties. The Issuer represents and warrants that, at the time of execution of the Indenture:

(a) It is duly authorized by the laws of the Commonwealth of Pennsylvania, including the Act, to issue the Bonds, to execute and deliver the Indenture and the Loan Agreement and to provide the security for payment of the Bond Service in the manner and to the extent set forth in the Indenture.

(b) All actions required on its part to be performed for the issuance, sale and delivery of the Bonds and for the execution and delivery of the Indenture and the Loan Agreement have been or will be taken duly and effectively.

(c) The Bonds will be valid and binding limited obligations of the Issuer according to their terms.

(End of Article VI)

**ARTICLE VII  
DEFAULT AND REMEDIES**

Section 7.01. Defaults; Events of Default. The occurrence of any of the following events is defined as and declared to be and to constitute an Event of Default under the Indenture:

(a) Failure to pay the principal of or any premium on any Bond when such principal or premium shall become due and payable, whether at stated maturity, by redemption, by acceleration or otherwise;

(b) Failure to pay any interest on any Bond within three Business Days of when such interest shall become due and payable;

(c) Failure to pay the purchase price due to the Holder of any Bond who has tendered such Bond for purchase pursuant to Article IV within three Business Days of when such purchase price shall have become due and payable;

(d) Failure by the Issuer to comply with the provisions of the Act relating to the Bonds or the Project or to observe or perform any other covenant, agreement or obligation on its part to be observed or performed and which is contained in the Indenture or in the Bonds, which failure shall have continued for a period of 90 days after written notice, by registered or certified mail, to the Issuer, the Bank, the Participating Bank and the Borrower specifying the failure and requiring that it be remedied, which notice may be given by the Trustee in its discretion and shall be given by the Trustee at the written request of the Holders of not less than 25% in aggregate principal amount of Bonds outstanding;

(e) The occurrence and continuance of an Event of Default as defined in Section 7.1 of the Loan Agreement;

(f) Receipt by the Trustee of a written notice from the Bank stating that an event of default has occurred under the Participating Bank Agreement, or from the Participating Bank stating that an event of default has occurred under the Reimbursement Agreement and directing the Trustee to call an Event of Default, to call the Bonds for mandatory purchase or declare the principal of the Bonds, together with interest accrued thereon, to be immediately due and payable, to draw on the Letter of Credit and to exercise remedies hereunder as directed by the Bank or Participating Bank (in the case of conflicting notices from the Bank and the Participating Bank under this Subsection, the notice from the Bank shall control);

(g) Receipt by the Trustee of a notice by tested telex or in writing from the Bank, prior to the close of business on the ninth Business Day following payment of a drawing under the Letter of Credit for interest on Bonds which remain outstanding after the application of the proceeds of such drawing, stating that reinstatement of the Letter of Credit will not occur with respect to such interest because an event of default has occurred under the Participating Bank Agreement or because the Bank has received notice that an Event of Default has occurred under the Reimbursement Agreement;

(h) Failure by the Borrower to cause an amendment extending the Expiration Date of the current Letter of Credit or an Alternate Letter of Credit to be delivered to the Trustee pursuant to Subsection 5.09(b) on or before the Interest Payment Date next preceding such Expiration Date by at least five (5) days, unless the Bonds have been called for mandatory purchase on such Interest Payment Date pursuant to Subsection (a) of Section 4.02;

(i) Wrongful dishonor by the Bank of a proper drawing under the Letter of Credit;  
or

(j) A decree or order of a court or agency or supervisory authority, having jurisdiction in the premises, for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or with respect to the Bank, or for the winding-up or liquidation of its affairs, shall have been entered against the Bank or the Bank shall have

consented to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or with respect to the Bank or all or substantially all of its property.

The term “default” or “failure” as used in this Article means a default or failure by the Issuer in the observance or performance of any of the covenants, agreements or obligations on its part to be observed or performed contained in the Indenture or in the Bonds or a default or failure by the Borrower under the Loan Agreement, exclusive of any period of grace or notice required to constitute an Event of Default as provided above or in the Loan Agreement.

Section 7.02. Notice of Default. If an Event of Default shall occur, of which the Trustee has notice or is deemed to have notice as provided in Section 8.02(f) hereof, the Trustee shall give written notice of the Event of Default, by a recognized overnight delivery service or by registered or certified mail, to the Issuer, the Borrower, the Bank, the Participating Bank and the Remarketing Advisor within five (5) days after the Trustee receives or is deemed to have received notice of the Event of Default. If an Event of Default occurs of which the Trustee has notice pursuant to the Indenture, the Trustee shall give written notice thereof, within 30 days after the Trustee’s receipt or deemed receipt of notice of its occurrence, to the Holders of all Bonds outstanding as shown by the Register at the time of the mailing of that notice; provided that except in the case of a default in the payment of the principal of or any premium or interest on any Bond, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors or responsible officers of the Trustee in good faith determine that the withholding of notice to the Holders is in the best interests of the Holders.

Section 7.03. Acceleration. Upon the occurrence of any Event of Default under Subsection 7.01(d), (e) or (f), the Trustee shall, upon the written direction of the Bank or the Participating Bank (or, in the case of an Event of Default under Subsection 7.01(d), upon the written request of 100% of the Holders of the outstanding Bonds or, in the case of an Event of Default under Subsection 7.01(e) resulting from an Event of Default as defined in Section 7.1(i) of the Loan Agreement, upon the written direction of the Issuer), declare, by a notice in writing delivered to the Issuer and the Borrower, the principal of all Bonds outstanding (if not then already due and payable), together with interest accrued thereon, to be due and payable immediately; provided that, the Bank or the Participating Bank may, at its option, but subject to the following provisions of this paragraph, direct the Trustee in writing to call (in which case the Trustee shall call) the Bonds for mandatory purchase pursuant to Subsection (c) of Section 4.02 on a Business Day stipulated by the Bank or the Participating Bank in such direction, which Business Day shall not be earlier than 20 days (or such shorter period as shall be acceptable to the Trustee) after the date the Trustee receives such direction. In the case of conflicting directions from the Bank and the Participating Bank with respect to the provisions of this Article, the directions from the Bank shall control. Irrespective of whether an Event of Default has occurred under Section 7.01(d), (e) or (f) for which the Bank or the Participating Bank has directed the Trustee to call the Bonds for mandatory purchase, upon the occurrence of an Event of Default under Subsection 7.01(g), (h), (i) or (j), the Trustee shall, and upon the occurrence of an Event of Default under Subsection 7.01(a), (b) or (c) the Trustee may, declare the principal of all Bonds outstanding (if not then already due and payable), and the interest accrued thereon, to be due and payable immediately, such declaration to be made by a notice in writing delivered to the Issuer and the Borrower. An acceleration hereunder at the direction of Issuer upon the occurrence of an Event of Default described in Subsection 7.01(e) hereof resulting from a violation of Subsection 7.1(h) of the Loan Agreement may be annulled by the Issuer by written notice to the Trustee without the consent of any other Person. Upon any declaration that the principal of and interest on the Bonds are due and payable immediately, such principal and interest shall become and be due and payable immediately.

Written notice of any such declaration shall be given concurrently to the Bank, the Participating Bank and the Remarketing Advisor. The Trustee immediately upon such declaration shall give notice thereof to Holders of the Bonds in the same manner as provided in Section 3.04 with respect to redemption of the Bonds, except that there shall be no minimum period of notice prior to the date of payment. Such notice shall specify the date on which payment of principal and interest shall be tendered to the Holders of the Bonds.

Upon any such declaration hereunder, the Trustee shall (i) unless prohibited by law, immediately exercise such rights as it may have under the Loan Agreement to declare all payments thereunder to be immediately due and payable and (ii) immediately draw upon the Letter of Credit to the full extent permitted by the terms thereof

(such drawing to provide for payment by the Bank to be due at the earliest time which the Trustee may require under the Letter of Credit and in no case later than six days after the date of declaration of acceleration and to include amounts in respect of interest accruing on the Bonds through the date payment of such drawing by the Bank is due). Upon receipt by the Trustee of payment of the full amount drawn on the Letter of Credit and provided sufficient moneys are available in the Bond Fund to pay pursuant to Section 5.05 all sums due on the Bonds, (i) interest on the Bonds shall cease to accrue as provided in Section 10.03 and (ii) the Bank (or the Participating Bank if it has reimbursed the Bank for such drawing and the Trustee has received written notice from the Bank of such reimbursement) shall succeed to and be subrogated to the right, title and interest of the Trustee and the Holders in and to the Loan Agreement, all funds held under the Indenture (except any funds held in the Bond Fund or any account with respect to Undelivered Bonds which are identified for the payment of the Bonds or of the purchase price of Undelivered Bonds) and any other security held for the payment of the Bonds, all of which, upon payment of any fees and expenses due and payable to the Trustee pursuant to the Loan Agreement or the Indenture, shall be assigned by the Trustee to the Bank or the Participating Bank, as the case may be. Upon such assignment, the Trustee shall have no further duties hereunder or under the Indenture under which the Bonds were issued.

If, after the principal of the Bonds has been so declared to be due and payable, all arrears of principal of and interest on the Bonds outstanding are paid, and the Issuer and the Borrower also perform all other things in respect of which either of them may have been in default hereunder or under the Loan Agreement and pay the reasonable fees and charges of the Trustee, the Holders and any trustee appointed under the Act, including reasonable attorney's fees and expenses, then, and in every such case, the Trustee or the Holders of a majority in principal amount of the Bonds then outstanding, by notice to the Issuer and the Borrower (and to the Holders or the Trustee, as the case may be), may annul such declaration and its consequences, and such annulment shall be binding upon the Trustee and all Holders; provided that there shall be no annulment of any declaration resulting from (1) any Event of Default specified in Subsection 7.01(f) or (g) without the prior written consent of the Bank and the Participating Bank (and, in the case of an Event of Default under Section 7.01(g) a corresponding reinstatement of the Letter of Credit), (2) any Event of Default specified in Section 7.01(h) or (3) any Event of Default which has resulted in a drawing under the Letter of Credit unless the Trustee has received written notice from the Bank that the Letter of Credit has been reinstated to an amount equal to the principal amount of the Bonds outstanding, plus 60 days' interest thereon at the Maximum Rate. No annulment shall extend to or affect any subsequent Event of Default or shall impair any rights consequent thereon.

Section 7.04. Other Remedies; Rights of Holders. With or without taking action under Section 7.03, upon the occurrence and continuance of an Event of Default, the Trustee may pursue any available remedy to enforce the payment of Bond Service or the observance and performance of any other covenant, agreement or obligation under the Indenture, the Loan Agreement or the Letter of Credit or any other instrument providing security, directly or indirectly, for the Bonds; provided that, if the Borrower shall be in breach of Section 5.2 of the Loan Agreement, the Issuer, upon five (5) days written notice to the Borrower and the Trustee, in addition to any rights and remedies of the Trustee, may independently seek specific performance or otherwise enforce the covenants set forth in such Section; provided further that nothing herein shall be construed to diminish, impair or otherwise limit the rights of the Trustee to enforce the Loan Agreement.

If any Event of Default has occurred and is continuing, the Trustee in its discretion may, and upon the written request of Holders of a majority in principal amount of all Bonds 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 Holders, including the right to require the Issuer to enforce any rights under the Loan Agreement and to require the Issuer to carry out any other provisions of the Indenture for the benefit of the Holders 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 Holders; 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 Holders.

If an Event of Default under Subsection 7.01(e) occurs and is continuing, the Trustee in its discretion may, and upon the written request of Holders of a majority in principal amount of all Bonds outstanding or of the Bank or the Participating Bank and receipt of indemnity to its satisfaction shall, enforce each and every right granted to it as assignee of the Loan Agreement.

No remedy conferred upon or reserved to the Trustee (or to the Holders) by the Indenture is intended to be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or otherwise to the Trustee or to the Holders now or hereafter existing.

No delay in exercising or omission to exercise any remedy, right or power accruing upon any default or Event of Default shall impair that remedy, right or power or shall be construed to be a waiver of any default or Event of Default or acquiescence therein. Every remedy, right and power may be exercised from time to time and as often as may be deemed to be expedient.

No waiver of any default or Event of Default, whether by the Trustee or by the Holders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any remedy, right or power consequent thereon.

As the grantee of a security interest in the Loan Agreement (except for the Unassigned Issuer's Rights), the Trustee is empowered to enforce each remedy, right and power granted to the Issuer under the Loan Agreement. In exercising any remedy, right or power thereunder or hereunder, the Trustee shall take any action which would best serve the interests of the Holders in the judgment of the Trustee, applying the standards described in Sections 8.01 and 8.02.

Section 7.05. Right of Holders to Direct Proceedings. The Holders of majority in aggregate principal amount of Bonds outstanding shall have the right to direct, by an instrument or document in writing executed and delivered to the Trustee, the method and place of conducting all remedial proceedings hereunder; provided that (i) any direction shall be in accordance with the provisions of law and of the Indenture, (ii) the Trustee shall be indemnified as provided in Sections 8.01 and 8.02, (iii) the Trustee may take any other action which it deems to be proper and which is not inconsistent with the direction, and (iv) if the Letter of Credit is in effect and no Event of Default has occurred and is continuing under Subsection 7.01(i) or (j), then the Bank (or, with the written consent of the Bank, the Participating Bank) shall have the right to give such direction in lieu of such Holders, subject, however, to the same requirements applicable to the Holders.

Section 7.06. Application of Moneys. All moneys received by the Trustee pursuant to any drawing made upon the Letter of Credit pursuant to Section 7.03 following an acceleration of Bonds shall be applied by the Trustee to and only to the payment of principal of or premium, if any, or interest on the Bonds (other than Borrower Bonds and Pledged Bonds). After payment of any outstanding fees and costs, expenses, liabilities and advances paid, incurred, or made or anticipated to be paid, incurred and the reservation for any fees, costs, expenses, liabilities and advances made by the Trustee in the collection of moneys pursuant to any right given or action taken under the provisions of this Article or the provisions of the Loan Agreement or the Letter of Credit (including, without limitation, reasonable attorneys' fees and expenses, except as limited by law or judicial order or decision entered in any action taken under this Article), all moneys so collected by the Trustee, shall be applied as follows, subject to Sections 3.05, 5.07 and 5.08:

(a) Unless the principal of all of the Bonds shall have become, or shall have been declared to be, due and payable, all of those moneys shall be deposited in the Bond Fund and shall be applied:

First -- To the payment to the Holders entitled thereto of all installments of interest then due on the Bonds, in the order of the dates of maturity of the installments of that interest, beginning with the earliest date of maturity and, if the amount available is not sufficient to pay in full any

particular installment, then to the payment thereof ratably, according to the amounts due on that installment, to the Holders entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds; and

Second -- To the payment to the Holders entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds previously called for redemption for the payment of which moneys are held pursuant to the provisions of the Indenture), whether at stated maturity or by redemption, in the order of their due dates, beginning with the earliest due date, with interest on those Bonds from the respective dates upon which they became due at the rates specified in those Bonds, and if the amount available is not sufficient to pay in full all Bonds due on any particular date, together with that interest, then to the payment thereof ratably, according to the amounts of principal due on that date, to the Holders entitled thereto, without any discrimination or privilege.

The surplus, if any, remaining after the application of the moneys as set forth above shall to the extent of any unreimbursed drawing under the Letter of Credit, or other obligations owing to the Bank under the Participating Bank Agreement, be paid to the Bank. Any remaining moneys shall be paid first to the Participating Bank, to the extent of amounts owing under the Reimbursement Agreement, and second to the Borrower or the Person lawfully entitled to receive the same as a court of competent jurisdiction may direct.

(b) If the principal of all of the Bonds shall have become due or shall have been declared to be due and payable pursuant to this Article, all of those moneys shall be deposited into the Bond Fund and shall be applied to the payment of the principal, premium (if any) and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest, of interest over principal, 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 Holders entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds.

(c) If the principal of all of the Bonds shall have been declared to be due and payable pursuant to this Article, and if that declaration thereafter shall have been rescinded and annulled under the provisions of Section 7.03 or 7.10, subject to the provisions of paragraph (b) of this Section in the event that the principal of all of the Bonds shall become due and payable later, the moneys shall be deposited in the Bond Fund and shall be applied in accordance with the provisions of Section 5.05.

(d) Whenever moneys are to be applied pursuant to the provisions of this Section, those moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of moneys available for application and the likelihood of additional moneys becoming available for application in the future. Whenever the Trustee shall direct the application of those moneys, it shall fix the date upon which the application is to be made (and with respect to acceleration such date shall be fixed in accordance with Section 7.03), and upon that date, interest shall cease to accrue on the amounts of principal, if any, to be paid on that date, provided the moneys are available therefor. The Trustee shall give notice of the deposit with it of any moneys and of the fixing of that date, all consistent with the requirements of Section 2.06 for the establishment of, and for giving notice with respect to, a Special Record Date for the payment of overdue interest. Except as otherwise provided in Section 2.11, the Trustee shall not be required to make payment of principal of and any premium on a Bond to the Holder thereof, until the Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if it is paid fully.

Section 7.07. Remedies Vested in Trustee. All rights of action (including without limitation, the right to file and vote proof of claims) under the Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto. Any suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining any Holders as plaintiffs or defendants. Any recovery of judgment shall be for the benefit of the Trustee, the Holders of the outstanding Bonds, the Bank and the Participating Bank, subject to the provisions of the Indenture.

Section 7.08. Rights and Remedies of Holders. A Holder shall not have any right to institute any suit, action or proceeding for the enforcement of the Indenture, for the execution of any trust hereof, or for the exercise of any other remedy hereunder, unless:

(a) there has occurred and is continuing an Event of Default of which the Trustee has been notified, as provided in Subsection 8.02(f), or of which it is deemed to have notice under that Subsection,

(b) the Holders of at least a majority in aggregate principal amount of Bonds then outstanding shall have made written request to the Trustee and shall have afforded the Trustee reasonable opportunity to proceed to exercise the remedies, rights and powers granted herein or to institute the suit, action or proceeding in its own name, and shall have offered indemnity to the Trustee as provided in Sections 8.01 and 8.02, and

(c) the Trustee thereafter shall have failed or refused to exercise the remedies, rights and powers granted herein or to institute the suit, action or proceeding in its own name.

At the option of the Trustee, such notification (or notice), request, opportunity and offer of indemnity are conditions precedent in every case, to the institution of any suit, action or proceeding described above.

No one or more Holders shall have any right to affect, disturb or prejudice in any manner whatsoever the security or benefit of the Indenture by its or their action, or to enforce, except in the manner provided herein, any remedy, right or power hereunder. Any suit, action or proceedings shall be instituted, had and maintained in the manner provided herein for the benefit of the Holders of all Bonds outstanding. Notwithstanding the foregoing provisions of this Section or any other provision of the Indenture, the obligation of the Issuer shall be absolute and unconditional to pay hereunder, but solely from the Revenues and other funds pledged under the Indenture, the principal or redemption price of, and interest on, the Bonds to the respective Holders thereof on the respective due dates thereof, and nothing herein shall affect or impair the right of action, which is absolute and unconditional, of such Holders to enforce such payment; provided that no Holder shall have a right to draw upon the Letter of Credit.

Section 7.09. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any remedy, right or power under the Indenture in any suit, action or proceeding, and the suit, action or proceeding shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, the Issuer, the Trustee, the Bank, the Participating Bank and the Holders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as if no suit, action or proceeding had been taken.

Section 7.10. Waivers of Events of Default. Except as hereinafter provided, at any time, in its discretion, the Trustee, but only with the express prior consent of the Bank and the Participating Bank, may (and, upon the written request of the Holders of a majority in aggregate principal amount of all Bonds outstanding, shall) waive any Event of Default hereunder and its consequences and annul any corresponding acceleration of maturity of principal of the Bonds. There shall not be so waived, however, any Event of Default described in Subsection 7.01(a), (b), (c), (f), (g) or (h) nor shall any acceleration in connection therewith be annulled, except with written consent of the Bank and the Participating Bank and unless at the time of that waiver or annulment payments of the amounts and satisfaction of the other conditions provided in Section 7.03 for annulment have been made or provision has been made therefor; provided that the written consent of the Bank and the Participating Bank to any waiver shall not be required if there has occurred an Event of Default under Subsection 7.01(i) or (j). No waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

Section 7.11. Certain Rights of Issuer. Notwithstanding any other provision hereof, upon the occurrence of an Event of Default described in Subsection 7.01(e) hereof resulting from an event of default described in Subsection 7.1(i) of the Loan Agreement, the Issuer reserves the right to exercise or refrain from exercising remedies under the Loan Agreement with respect to such Event of Default and such Event of Default may not be waived or annulled without the prior written consent of the Issuer.

Section 7.12. Trustee's Right to Appointment of Receiver. As provided by the Act, the Trustee shall be entitled as of right to the appointment of a receiver; and the Trustee, the Holders and any receiver so appointed shall have such rights and powers and be subject to such limitations and restrictions as are contained in the Act.

Section 7.13. Trustee and Holders Entitled to All Benefits Under Act. It is the purpose of this Article to provide such remedies to the Trustee and the Holders as may be lawfully granted under the provisions of the Act, but should any remedy herein granted be held unlawful, the Trustee and the Holders shall nevertheless be entitled to every remedy provided by the Act. It is further intended that, insofar as lawfully possible, the provisions of this Article shall apply to and be binding upon any trustee or receiver appointed under the Act.

Section 7.14. Trustee's Obligation to Banks Upon Payment of All Amounts Due Holders. Once the principal of and premium, if any, and interest on all Bonds issued hereunder have been paid, or provision has been made pursuant to Article X for payment of the same and any purchase price of Bonds that is payable pursuant to Article IV, together with the compensation and expenses of the Trustee, including legal fees and allocated costs and expenses of in-house counsel and legal staff, and all other sums payable hereunder by the Issuer or the Borrower, the Trustee's sole obligation under the Indenture shall be to assign promptly and turn over to the Bank (or the Participating Bank if it has reimbursed the Bank for all drawings under the Letter of Credit and the Trustee has received written notice from the Bank of such reimbursement), as successor, subrogee or otherwise, (i) all of the Trustee's right, title and interest under the Indenture, (ii) all balances held hereunder not required for the payment of the Bonds and such other obligations and (iii) the Trustee's right, title and interest in, to and under the Loan Agreement, and upon such assignment, the Trustee shall have no further duties hereunder or under the Indenture under which the Bonds were issued.

(End of Article VII)

**ARTICLE VIII**  
**TRUSTEE AND REMARKETING ADVISOR**

Section 8.01. Trustee's Acceptance and Responsibilities.

(a) Upon execution of the Indenture, the Trustee accepts the trusts imposed upon it by the Indenture, and agrees to observe and perform those trusts, but only upon and subject to the terms and conditions set forth in this Article, to all of which the parties hereto, the Bank, the Remarketing Advisor and the Holders agree. In its capacity as Trustee hereunder, the Trustee shall authenticate the Bonds and shall act as Bond registrar, transfer agent, tender agent and paying agent, all as provided herein. The permissive rights of the Trustee to take the actions enumerated herein shall not be construed as a duty.

(b) Prior to the occurrence of a default or an Event of Default of which the Trustee has been notified, or of which the Trustee is deemed to have notice, as provided in Subsection 8.02(f), and after the cure or waiver of all defaults or Events of Default which may have occurred,

(i) the Trustee undertakes to perform only those duties and obligations which are set forth specifically in the Indenture, and no duties or obligations shall be implied to the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may rely conclusively, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of the Indenture; but in the case of any such certificates or opinions which by any provision hereof are required specifically to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of the Indenture on its face.

(c) In case a default or an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified, or is deemed to have notice), the Trustee shall exercise those rights and powers vested in it by the Indenture and shall use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(d) No provision of the Indenture shall be construed to relieve the Trustee from liability for its own grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct, except that

(i) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in Section 8.01(b)(i) or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in Section 8.01(b)(ii);

(ii) the Trustee shall not be liable for any error of judgment made in good faith by any of its officers, unless it shall be established that the Trustee was grossly negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority in principal amount of the Bonds then outstanding or the Bank relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under the Indenture; and

(iv) no provision of the Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or under the Loan Agreement, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; provided that this clause (iv) shall not relieve the Trustee of its duties to take actions required to be taken under

Section 7.03, to make drawings to be made under the Letter of Credit, to make payments on the Bonds when due and to take the steps required hereunder in connection with redemptions and tenders.

(e) Every provision of the Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

(f) The Trustee accepts and agrees to perform any and all duties which are imposed upon the Trustee or the Issuer, to the extent such duties can be performed by a Person other than the Issuer, under the DTC Operational Arrangements.

Section 8.02. Certain Rights and Obligations of Trustee. Except as otherwise provided in Section 8.01:

(a) The Trustee (i) may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees (but shall not be answerable therefor if such attorneys, agents, receivers and employees were appointed with due care), (ii) shall be entitled to the advice of counsel concerning all matters of trusts hereof and duties hereunder, and (iii) may pay reasonable compensation in all cases to all of those attorneys, agents, receivers and employees reasonably employed by it in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the Borrower) approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in good faith in reliance upon that opinion or advice.

(b) Except for its certificate of authentication on the Bonds, the Trustee shall not be responsible for (i) any recital in the Indenture or in the Bonds, (ii) the validity, priority, recording, rerecording, filing or refiling of the Indenture or any Supplemental Indenture, (iii) any instrument or document of further assurance or collateral assignment, (iv) any financing statements, amendments thereto or continuation statements, (v) the validity of the execution by the Issuer of the Indenture, any Supplemental Indenture or instruments or documents of further assurance, (vi) the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, (vii) the value of or title to the Project, or insurance of the Project or collection of insurance moneys, or (viii) the maintenance of the security hereof. The Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, agreements or obligations on the part of the Issuer or the Borrower under the Loan Agreement except as set forth hereinafter; but the Trustee may require of the Issuer or the Borrower full information and advice as to the observance or performance of those covenants, agreements and obligations. Except as otherwise provided in Section 7.04, the Trustee shall have no obligation to observe or perform any of the duties of the Issuer under the Loan Agreement. Except as otherwise expressly provided herein, the Trustee shall not be obligated and may not be required to give or furnish any notice, demand, report, request, reply, statement, advice or opinion to the Holders, the Borrower, the Bank, the Remarketing Advisor or the Issuer, and the Trustee shall not incur any liability for its failure or refusal to give or furnish the same unless obligated to do so by the express provisions hereof.

(c) The Trustee shall not be accountable for the application by the Borrower or any other Person of the proceeds of any Bonds authenticated or delivered hereunder.

(d) The Trustee may, in the absence of bad faith on its part, act upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to the Indenture upon the request or authority or consent of any Person who is the Holder of any Bonds at the time of making the request or giving the authority or consent, shall be conclusive and binding upon all future Holders of the same Bond and of Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or nonexistence of any fact for which the Issuer, the Bank, the Participating Bank or the Borrower may be responsible or as to the sufficiency or validity of any instrument, document, report, paper or proceeding, the Trustee, in the absence of bad faith on its part, shall be entitled to rely upon a certificate signed on behalf of the Issuer, the Bank, the Participating Bank or the Borrower by an Authorized Representative or authorized officer thereof, as applicable, as sufficient evidence of the facts recited therein. Prior

to the occurrence of a default or Event of Default hereunder of which the Trustee has been notified, as provided in Subsection 8.02(f), or of which by that subsection the Trustee is deemed to have notice, the Trustee may accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient; provided that the Trustee in its discretion may require and obtain any further evidence which it deems to be necessary or advisable; and provided further that the Trustee shall not be bound to secure any further evidence. The Trustee may accept a certificate of the officer, or an assistant thereto, having charge of the appropriate records, to the effect that a resolution has been adopted by the Issuer or the Borrower in the form recited in that certificate, as conclusive evidence that the resolution has been duly adopted and is in full force and effect.

(f) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, except Events of Default described in Subsections 7.01(a), (b), (c), (f), (g) and (h), unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the Issuer, the Bank, the Participating Bank or by the Holders of at least 10% of the aggregate principal amount of Bonds outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default, except as noted above.

(g) At any reasonable time, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives (i) may inspect and copy fully all books, papers and records of the Issuer pertaining to the Project and the Bonds, and (ii) may make any memoranda from and in regard thereto as the Trustee may desire.

(h) The Trustee shall not be required to give any bond or surety with respect to the execution of these trusts and powers or otherwise in respect of the premises.

(i) Notwithstanding anything contained elsewhere in the Indenture to the contrary, the Trustee may demand any showings, certificates, reports, opinions, appraisals and other information, and any corporate action and evidence thereof, in addition to that required by the terms hereof, as a condition to the authentication of any Bonds or the taking of any action whatsoever within the purview of the Indenture, if the Trustee deems it to be desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds or the right of any Person to the taking of any other action by the Trustee; provided that the Trustee shall not be required to make any such demand.

(j) Before taking action hereunder pursuant to Section 8.04 or Article VII (with the exception of any action required to be taken under Section 7.03 and except with respect to drawings made under the Letter of Credit, with respect to payment on the Bonds when due, and with respect to taking the steps required hereunder in connection with redemptions and tenders), the Trustee may require that a satisfactory indemnity bond or other form of indemnity be furnished to it for the reimbursement of all expenses which it may incur and to protect it against all liability by reason of any action so taken, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct; provided that no such bond or other form of indemnity shall be required from the Issuer. The Trustee may take action without that indemnity, and in that case, the Issuer shall cause the Borrower to reimburse the Trustee for all of the Trustee's expenses pursuant to Section 8.03.

(k) Unless otherwise provided herein, all moneys received by the Trustee under the Indenture shall be held in trust for the purposes for which those moneys were received, until those moneys are used, applied or invested as provided herein; provided that those moneys need not be segregated from other moneys, except to the extent required by the Indenture or by law. The Trustee shall not have any liability for interest on any moneys received hereunder, except to the extent expressly provided herein or agreed with the Issuer or the Borrower.

(l) Any resolution of the Issuer, and any opinions, certificates and other instruments and documents for which provision is made in the Indenture, may be accepted by the Trustee, in the absence of bad faith on its part, as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for its actions taken hereunder.

(m) The Trustee may construe any ambiguous or inconsistent provisions of the Indenture in such manner as it deems reasonable, and any such construction of such provisions by the Trustee shall be binding upon the Issuer, the Borrower, the Bank and the Holders.

(n) Notwithstanding any provision of the Indenture to the contrary, the Trustee shall not be liable or responsible for the accuracy of 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 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 the investments of funds hereunder shall be to invest the moneys received by the Trustee as provided herein pursuant to the written instructions of the Borrower.

(o) At the written request of any Holder of the Bonds, the Trustee shall (i) request the Borrower to provide the Trustee with copies of such financial statements and reports as the Trustee may be entitled to receive pursuant to Section 5.5 of the Loan Agreement and (ii) provide to such Holder copies of any financial statements and reports received by the Trustee pursuant to Section 5.5 of the Loan Agreement and/or any notices of litigation received by the Trustee pursuant to Section 5.9 of the Loan Agreement.

(p) In acting or omitting to act pursuant to the provisions of the Loan Agreement, the Trustee shall be entitled to all the rights and immunities accorded to it hereunder, including but not limited to those set forth in Article VIII.

(q) The Trustee shall promptly notify the Holders upon receiving written notice from the Borrower pursuant to Section 2.2(e), as the case may be, of the Loan Agreement or from the Bank to the effect that a transaction is expected to occur which would result in the Borrower controlling or being controlled by the Bank. Such notice shall be in the form provided to the Trustee by the Bank or Borrower, as the case may be.

(r) 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 a certificate from an Authorized Representative.

(s) The Trustee shall not be liable with respect to any action taken or omitted to be taken at the direction of the Holders of a majority in aggregate principal amount of the Bonds Outstanding permitted to be given by them under the Indenture.

(t) The Trustee shall have no responsibility with respect to any information in any offering memorandum or other disclosure material distributed with respect to the Bonds or for compliance with securities laws in connection with the issuance and sale of the Bonds.

(u) The Trustee shall not be responsible for any loss or decrease in value of investments made by it in accordance with the provisions of the Indenture.

(v) Although the Issuer and the Borrower each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Issuer and the Borrower hereby agree that confirmations of permitted investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 8.03. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment or reimbursement by the Borrower, as provided in the Loan Agreement, for reasonable fees for the Ordinary Services of the Trustee and its agents rendered hereunder and for all advances, counsel fees and expenses, including legal fees and allocated costs and expenses of in-house counsel and legal staff, and other Ordinary Expenses reasonably and necessarily paid or incurred by it and its agents in connection with the provision of Ordinary Services. For purposes hereof, fees for Ordinary Services provided for by the Trustee’s respective standard fee schedule or fee

letter shall be considered reasonable. In the event that it should become necessary for any of them to perform Extraordinary Services, they shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary Extraordinary Expenses incurred in connection therewith. The Trustee shall not be entitled to compensation or reimbursement for Extraordinary Services or Extraordinary Expenses occasioned by its gross negligence or willful misconduct.

The fees for the Trustee's Ordinary Services and Ordinary Expenses and Extraordinary Service and Extraordinary Expenses shall be paid or reimbursed only from (i) the Project Fund, (ii) Additional Payments made by the Borrower pursuant to the Loan Agreement, or (iii) from other moneys available therefor. Any amounts payable to the Trustee pursuant to this Section shall be payable upon demand and shall bear interest from five Business Days following the date of demand therefor at the Interest Rate for Advances. The initial or acceptance fees of the Trustee and the fees, charges and expenses of the Trustee and its agents described above, may be paid by the Trustee from the Project Fund as and when due to the extent that those fees, charges and expenses become due during the Construction Period (as defined in the Loan Agreement). When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and compensation for such services are intended to constitute expenses of administration.

Section 8.04. Intervention by Trustee. The Trustee may intervene on behalf of the Holders, and shall intervene if requested to do so in writing by the Holders of at least 25% of the aggregate principal amount of Bonds outstanding, in any judicial proceeding to which the Issuer or the Borrower is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of Holders of the Bonds. The rights and obligations of the Trustee under this Section are subject to the approval of that intervention by a court of competent jurisdiction. The Trustee may require that a satisfactory indemnity bond be provided to it in accordance with Sections 8.01 and 8.02 before it takes action hereunder.

Section 8.05. Successor Trustee. In the event that the Trustee shall be converted or merged into or consolidated with any other corporation, bank or association, or the Trustee shall sell or transfer its corporate trust business as a whole or substantially as a whole to a corporation, bank, or association (other than an Affiliate of Trustee maintaining a corporate trust office in the Commonwealth of Pennsylvania), then,

(a) commencing on the date that Trustee notifies the Issuer, by a notice in writing, of its intention to enter into any such conversion, merger, consolidation, sale or transfer, and continuing until the sixtieth Business Day thereafter, the Issuer shall have the right to remove the Trustee (including, after the consummation of any such transaction, the successor Trustee) by an instrument in writing delivered to the Trustee at least thirty Business Days prior to the date for removal, with copies thereof mailed to the Borrower, the Bank and Remarketing Advisor. The removal of the Trustee pursuant to this Section shall take effect only upon the appointment of a successor Trustee;

(b) in the absence of a removal pursuant to (a) above, any corporation, bank or association (i) into which the Trustee may be converted or merged, (ii) with which the Trustee or any successor to it may be consolidated, or (iii) to which the Trustee may sell or transfer its corporate trust business as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger, consolidation, sale or transfer, *ipso facto*, shall be and become successor Trustee hereunder and shall be vested with all of the title to the whole property or trust estate hereunder; and

(c) that corporation, bank or association, as successor Trustee, shall be vested further, as was its predecessor, with each and every trust, property, remedy, power, right, duty, obligation, discretion, privilege, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by the Indenture to be exercised by, vested in or conveyed to the Trustee, without the execution or filing of any instrument or document or any further act on the part of any of the parties hereto.

(d) Any successor Trustee, however, (i) shall be a trust company, national banking association or a bank having the powers of a trust company, (ii) shall be in good standing within the Commonwealth of Pennsylvania, (iii) shall be duly authorized to exercise trust powers within the Commonwealth of Pennsylvania, (iv) shall not be a Disqualified Contractor, and (v) shall have a reported capital and surplus of not less than \$50,000,000 and a rating assigned to its long-term unsecured debt (or that of its holding company) by Standard &

Poor's at least equal to "BBB-" (if the Bonds are then rated by Standard & Poor's) unless the Issuer receives written confirmation from the respective Rating Service that the appointment of a particular successor trustee not meeting such rating requirement will not result in a reduction or withdrawal of its rating of the Bonds.

Section 8.06. Resignation by Trustee. The Trustee may resign at any time from the trusts created hereby by giving written notice of the resignation to the Issuer, the Borrower, the Bank, the Participating Bank and the Remarketing Advisor and by mailing written notice of the resignation to the Holders as their names and addresses appear on the Register. The resignation shall take effect only upon the appointment of a successor Trustee.

Section 8.07. Removal of Trustee. The Trustee may be removed at any time by an instrument or document or concurrent instruments or documents delivered to the Trustee at least thirty Business Days prior to the date of removal, with copies thereof mailed to the Issuer, the Borrower, the Bank, the Participating Bank and the Remarketing Advisor, and signed by or on behalf of the Holders of not less than a majority in aggregate principal amount of the Bonds outstanding. If the Trustee has become a Disqualified Contractor, the Trustee may be removed by an instrument delivered to the Trustee by the Issuer at least thirty Business Days prior to the date of removal, with copies thereof mailed to the Borrower, the Bank, the Participating Bank and the Remarketing Advisor.

The Trustee also may be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of the Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Issuer or the Holders of not less than 25% in aggregate principal amount of the Bonds outstanding.

The removal of the Trustee pursuant to this Section shall take effect only upon the appointment of a successor Trustee.

Section 8.08. Appointment of Successor Trustee. If (i) the Trustee shall resign, shall be removed, shall be dissolved, or shall become otherwise incapable of acting hereunder, (ii) the Trustee shall be taken under the control of any public agency, or (iii) a receiver shall be appointed for the Trustee by a court, then a successor Trustee shall be appointed by the Issuer, with the written consent of the Borrower, the Bank and the Participating Bank; provided that if a successor Trustee is not so appointed within 10 days after (a) a notice of resignation or an instrument or document of removal is received by the Issuer, as provided in Sections 8.06 and 8.07, respectively, or (b) the Trustee is dissolved, taken under control, becomes otherwise incapable of acting or a receiver is appointed, in each case, as provided above, then, so long as the Issuer shall not have appointed a successor Trustee, the Holders of a majority in aggregate principal amount of Bonds outstanding may designate a successor Trustee by an instrument or document or concurrent instruments or documents in writing signed by or on behalf of those Holders. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section, the Holder of any Bond outstanding or any retiring Trustee, at the expense of the Borrower, may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Every successor Trustee appointed pursuant to this Section (i) shall be a trust company, national banking association or a bank having the powers of a trust company, (ii) shall be in good standing within the Commonwealth of Pennsylvania, (iii) shall be duly authorized to exercise trust powers within the Commonwealth of Pennsylvania, (iv) shall not be a Disqualified Contractor, (v) shall have a reported capital and surplus of not less than \$50,000,000 and a rating assigned to its long-term unsecured debt (or that of its holding company) by Standard & Poor's at least equal to "BBB-" (if the Bonds are then rated by Standard & Poor's) unless the Issuer receives written confirmation from the Rating Service that the appointment of a particular successor trustee not meeting such rating requirement will not result in a reduction or withdrawal of its rating of the Bonds, and (vi) shall be willing to accept the trusteeship under the terms and conditions of the Indenture.

Every successor Trustee appointed hereunder shall execute and acknowledge, and shall deliver to its predecessor, the Issuer, the Borrower, the Bank, and the Participating Bank and the Remarketing Advisor, an instrument or document in writing accepting the appointment. Thereupon, without any further act, the successor shall become vested with all of the trusts, properties, claims, demands, causes of action, immunities, estates, titles, interests and liens of its predecessor. Upon the written request of its successor, the Issuer, the Borrower, the Bank,

the Participating Bank or the Remarketing Advisor or the predecessor Trustee, at the expense of the Borrower, (i) shall execute and deliver an instrument or document transferring to its successor all of the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens of the predecessor Trustee hereunder, and (ii) shall take any other reasonable action necessary without expenditure of its own funds, to duly assign, transfer and deliver to its successor all property (including, without limitation, all securities and moneys and the Letter of Credit in accordance with its terms) held by it as Trustee. Should any instrument or document in writing from the Issuer be requested by any successor Trustee for vesting and conveying more fully and certainly in and to that successor the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens vested or conveyed or intended to be vested or conveyed hereby in or to the predecessor Trustee, the Issuer shall execute, acknowledge and deliver that instrument or document.

In the event of a change in the Trustee, the predecessor Trustee shall cease to be custodian of any moneys which it may hold pursuant to the Indenture and shall cease to be Bond registrar, transfer agent, tender agent, authenticating agent and paying agent for the Bonds. The successor Trustee shall become custodian for moneys held under the Indenture and Bond registrar, transfer agent, tender agent, authenticating agent and paying agent as and to the extent provided herein.

Section 8.09. Adoption of Authentication. In case any of the Bonds shall have been authenticated, but shall not have been delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee and may deliver those Bonds so authenticated as provided herein. In case any Bonds shall not have been authenticated, any successor Trustee may authenticate those Bonds either in the name of any predecessor or in its own name. In all cases, the certificate of authentication shall have the same force and effect as provided in the Bonds or in the Indenture with respect to the certificate of authentication of the predecessor Trustee.

Section 8.10. Designation and Succession of Authenticating Agent, Bond Registrar, Transfer Agent, Tender Agent and Paying Agent. The Trustee may, with the consent of the Issuer, appoint an agent or agents, with power to act on the Trustee's behalf and subject to the Trustee's direction in the authentication, registration, transfer and exchange and tender of Bonds and payment of Bond Service under the provisions of the Indenture; provided that any tender agent or paying agent so appointed shall not be a Disqualified Contractor and shall have and maintain a rating assigned to its long-term unsecured debt (or that of its holding company) by Standard & Poor's at least equal to "BBB-" (if the Bonds are then rated by Standard & Poor's) unless the Issuer receives written confirmation from the Rating Service that the appointment of a tender agent or paying agent not meeting such rating requirement will not result in a reduction or withdrawal of its rating of the Bonds. For all purposes of the Indenture, the authentication, registration and delivery of Bonds by any such agent pursuant to this Section shall be deemed to be authentication, registration and delivery of those Bonds by the Trustee.

Any corporation or association with or into which any such agent may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, consolidation or conversion to which any such agent shall be a party, or any corporation or association succeeding all or substantially all of the corporate trust business of any such agent, shall be treated hereunder as a new agent, the appointment of which shall be subject to the consent, rating, qualification and other requirements of the preceding paragraph.

Any such agent may at any time resign by giving written notice of resignation to the Trustee and to the Issuer, the Borrower and the Remarketing Advisor. The Trustee may at any time terminate the agency of any such agent by giving written notice of termination to such agent and to the Issuer, the Borrower and the Remarketing Advisor. Upon receiving such a notice of resignation or upon such a termination, or in the case at any time any such agent shall cease to be eligible under this Section, the Trustee may appoint a successor agent. The Trustee shall give written notice of appointment of a successor agent to the Issuer, the Borrower and the Remarketing Advisor and shall mail, within 10 days after that appointment, notice thereof to all Holders as their names and addresses appear on the Register on the date of that appointment.

The Trustee shall pay to any such agent from time to time reasonable compensation for its services, and the Trustee shall be entitled to be reimbursed for such payments as Ordinary Expenses, subject to Section 8.03.

The pertinent provisions of Subsections 8.02(b), (c), (d), (h) and (i) shall be applicable to any such agent.

Section 8.11. Dealing in Bonds. The Trustee, the Trustee's Affiliates, the Bank, the Participating Bank and the Remarketing Advisor, their affiliates, and any directors, officers, employees or agents thereof, in good faith, may become the owners of Bonds secured hereby with the same rights which it or they would have hereunder if the Trustee, the Bank, the Participating Bank or the Remarketing Advisor did not serve in those capacities. The Trustee may be, or be affiliated with, the Remarketing Advisor, the Bank or the Participating Bank. The Trustee may also engage in or be interested in any financial or other transaction with the Issuer, the Bank, the Remarketing Advisor, the Borrower or any related party.

Section 8.12. Representations, Agreements and Covenants of Trustee. The Bank of New York Trust Company, N.A. hereby represents and covenants that it is a national banking association duly organized and validly existing under the laws of the United States of America, in good standing and duly authorized to exercise corporate trust powers in the Commonwealth of Pennsylvania, that it will take such action, if any, as is necessary to remain in good standing and duly authorized to exercise corporate trust powers in the Commonwealth of Pennsylvania, and that it has a rating assigned to its long-term unsecured debt (or that of its holding company) by Standard & Poor's at least equal to "BBB-" (if the Bonds are then rated by Standard & Poor's).

Section 8.13. Appointment of Remarketing Advisor. The Issuer shall, with notice to the Borrower, appoint the Remarketing Advisor for the Bonds, subject to the conditions set forth in Section 8.14. The Remarketing Advisor shall signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer, the Borrower and the Trustee under which the Remarketing Advisor will agree, particularly:

- (a) to hold all Bonds delivered to it by the Trustee for delivery to the Holders of such Bonds;
- (b) to hold all moneys representing the purchase price of Bonds for the benefit of the Person or entity entitled to receive the payment of such purchase price;
- (c) to determine the Weekly Rate in accordance with Section 2.03 and to give notice to the Trustee of the Weekly Rate on the date of the determination thereof; and
- (d) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer, the Trustee, the Borrower, the Bank and the Participating Bank at all reasonable times.

In addition, the Remarketing Advisor will enter into the Remarketing Agreement with the Borrower in form and substance mutually satisfactory to them. The Remarketing Advisor shall be entitled to advice of legal counsel on any matter relating to the Remarketing Advisor's obligations hereunder and shall be entitled to act upon the opinion of such counsel in the exercise of reasonable care in fulfilling such obligations.

Section 8.14. Qualifications of Remarketing Advisor. The Remarketing Advisor shall be a national banking association or a bank or trust company or a member of the National Association of Securities Dealers, Inc., authorized by law to perform all the duties imposed upon it by the Indenture, shall not be a Disqualified Contractor and it or its parent holding company shall have a rating assigned to its long-term unsecured debt or that of its parent holding company by Standard & Poor's at least equal to "BBB-" (if the Bonds are then rated by Standard & Poor's) unless the Issuer receives written confirmation from the Rating Service that the appointment of a particular Remarketing Advisor not meeting such rating requirement will not result in a reduction or withdrawal of its rating of the Bonds. The Remarketing Advisor may at any time resign and be discharged of the duties and obligations created by the Indenture by giving at least 30 days' prior written notice by registered or certified mail to the Trustee, the Issuer, the Borrower the Bank, and the Participating Bank. The Remarketing Advisor may be removed at any time by the Issuer, upon 30 days' notice which shall be in writing, signed by the

Issuer and delivered to the Remarketing Advisor, the Borrower, the Trustee, and the Bank and the Participating Bank.

In the event of the resignation or removal of the Remarketing Advisor, the Issuer, with the consent of the Bank, shall appoint a successor Remarketing Advisor meeting the qualifications set forth in this Section and the Remarketing Advisor shall pay over, assign and deliver any moneys and Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee as hereinafter provided.

In the event that the Remarketing Advisor shall resign or be removed, or be dissolved, or if the property or affairs of the Remarketing Advisor shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Issuer shall not have appointed its successor as Remarketing Advisor, the Trustee, notwithstanding the provisions of the first paragraph of this Section, shall *ipso facto* be deemed to be the Remarketing Advisor for all purposes of the Indenture until the appointment by the Issuer of the successor Remarketing Advisor; provided that the Trustee, in its capacity as Remarketing Advisor, shall not be required to remarket Bonds nor to establish the Weekly Rate.

Section 8.15. Compensation and Expenses of Remarketing Advisor. Pursuant to Section 4.4 of the Loan Agreement, the Borrower is obligated to pay directly reasonable compensation to and the reasonable expenses of the Remarketing Advisor. The terms of such obligation may be set forth in the Remarketing Agreement.

(End of Article VIII)

**ARTICLE IX  
SUPPLEMENTS AND AMENDMENTS**

Section 9.01. Supplemental Indentures Not Requiring Consent of Holders. Without the consent of or notice to any Holders, the Issuer and the Trustee may enter into indentures supplemental to the Indenture and modifications to these Standard Provisions for any one or more of the following purposes:

- (a) To cure any ambiguity, inconsistency or formal defect or omission in the Indenture or these Standard Provisions;
- (b) To grant to or confer upon the Trustee for the benefit of the Holders any additional rights, remedies, powers or authority;
- (c) To confirm any pledge of or lien on the Revenues, to assign additional revenues under the Indenture or to accept additional security or instruments of further assurance;
- (d) To add to the covenants, agreements and obligations of the Issuer under the Indenture or these Standard Provisions, other covenants, agreements and obligations to be observed for the protection of the Holders, or to surrender or limit any right, power or authority reserved to or conferred upon the Issuer in the Indenture or these Standard Provisions;
- (e) To permit the use of a book entry system to identify the owner of an interest in an obligation issued by the Issuer under the Indenture, whether that obligation was formerly, or could be, evidenced by a tangible security;
- (f) To permit the Trustee to comply with any obligations imposed upon it by law;
- (g) To specify further the duties and responsibilities of, and to define further the relationship among, the Trustee and the Remarketing Advisor;
- (h) To achieve compliance of the Indenture or these Standard Provisions with any applicable federal securities or tax laws;
- (i) If Economic Development Revenue Bonds are outstanding under the Indenture, to make amendments to the provisions of the Indenture or these Standard Provisions relating to arbitrage matters under Section 148 of the Code, if, in the opinion of Bond Counsel selected by the Issuer and approved by the Trustee, those amendments would not cause the interest on the Economic Development Revenue Bonds outstanding to become included in the gross income of the Holders thereof for federal income tax purposes;
- (j) To evidence the appointment of a new Remarketing Advisor;
- (k) To provide for an Alternate Letter of Credit;
- (l) To make any amendments required to secure a rating on the Bonds from a Rating Service equal to the rating of the Bank's unsecured indebtedness;
- (m) To reflect the execution by Borrower of a Reimbursement Agreement; the execution by Bank of a Participating Bank Agreement with respect to the Letter of Credit with a bank or other financial institution and to reflect the substitution of Standard Provisions to reflect a change from a Double Tier Project to a Single Tier Project; or
- (n) To permit any other amendment which is not materially adverse to the interests of the Trustee or the Holders.

Before the Issuer and the Trustee shall enter into any Supplemental Indenture pursuant to this Section, there shall have been delivered to the Trustee and the Issuer an opinion of Bond Counsel to the effect that such Supplemental Indenture is authorized or permitted by the Indenture and the Act, will, upon the execution and delivery thereof, be valid and binding upon the Issuer in accordance with its terms, and, in the case of Economic Development Revenue Bonds, will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes.

Section 9.02. Supplemental Indentures Requiring Consent of Holders. In addition to the Supplemental Indentures permitted by Section 9.01, the Indenture may be amended or supplemented and these Standard Provisions, as applicable to the Bonds, may be modified from time to time by a Supplemental Indenture approved by Holders of a majority in aggregate principal amount of the Bonds then outstanding, except that, other than as permitted by Section 9.01, the Indenture and these Standard Provisions may not be amended with respect to (1) the principal or redemption price or interest payable upon any Bonds, (2) the Interest Payment Dates, the dates of maturity or the redemption or purchase provisions of any Bonds, and (3) this Article and the relevant provisions of the Indenture. The Indenture may be amended with respect to the matters enumerated in clauses (1) to (3) of the preceding sentence only with the unanimous consent of all Holders. Before the Issuer and the Trustee may enter into such Supplemental Indenture, there shall have first been delivered to the Trustee (a) the required consents, in writing, of Holders and (b) an opinion of Bond Counsel to the effect that such Supplemental Indenture is authorized or permitted by the Indenture and the Act, will, upon the execution and delivery thereof, be valid and binding upon the Issuer in accordance with its terms, and, in the case of Economic Development Revenue Bonds, will not adversely affect the exclusion from gross income of interest on the Economic Development Revenue Bonds for federal income tax purposes.

Section 9.03. Consent of Borrower and Participating Bank. Anything contained herein to the contrary notwithstanding, a Supplemental Indenture executed and delivered in accordance with this Article which affects any rights of the Borrower or the Participating Bank shall not become effective unless and until the Borrower or the Participating Bank (as appropriate) shall have consented in writing to the execution and delivery of that Supplemental Indenture.

Section 9.04. Authorization to Trustee; Effect of Supplement. The Trustee is authorized to join with the Issuer in the execution and delivery of any Supplemental Indenture in accordance with this Article and to make the further agreements and stipulations which may be contained therein. Thereafter, (a) such Supplemental Indenture shall form a part of the Indenture; (b) all terms and conditions contained in that Supplemental Indenture as to any provision authorized to be contained therein shall be deemed to be a part of the terms and conditions of the Indenture for any and all purposes; (c) the Indenture shall be deemed to be modified and amended in accordance with the Supplemental Indenture; and (d) the respective rights, duties and obligations under the Indenture of the Issuer, the Borrower, the Trustee, the Remarketing Advisor, the Bank, the Participating Bank and all Holders of Bonds outstanding shall be determined, exercised and enforced hereunder in a manner which is subject in all respects to those modifications and amendments made by the Supplemental Indenture. The Trustee shall not be required to execute any Supplemental Indenture containing provisions adverse to the Trustee.

Section 9.05. Modification by Unanimous Consent. Notwithstanding anything contained elsewhere in the Indenture, the rights and obligations of the Issuer and of the Holders, and the terms and provisions of the Bonds and the Indenture or any Supplemental Indenture and these Standard Provision as applicable to the Bonds, may be modified or altered in any respect with the consent of (i) the Issuer, (ii) the Holders of all of the Bonds outstanding, (iii) the Bank, (iv) the Participating Bank and (v) the Borrower.

Section 9.06. Amendment of Loan Agreement. If the Issuer and the Borrower propose to amend the Loan Agreement, the Trustee may consent thereto; provided that if such proposal would amend the Loan Agreement in such a way as would materially adversely affect the interests of the Holders, the Trustee shall notify Holders of the proposed amendment and may consent thereto with the consent of Holders of a majority in aggregate principal amount of the Bonds then outstanding, except that no amendment materially adversely affecting the interests of the Holders shall be consented to by the Trustee without the unanimous consent of all Holders if such materially adverse amendment would (1) decrease the amounts payable under the Loan Agreement constituting Revenues, (2) change the date of payment or prepayment provisions under the Loan Agreement, or (3) change any provisions with respect to amendment. Before the Issuer shall enter into, and the Trustee shall consent to, any

modification, alteration, amendment or supplement to the Loan Agreement pursuant to this Section, there shall have been delivered to the Issuer and the Trustee an opinion of Bond Counsel to the effect that such amendment is authorized or permitted by the Indenture and the Act and, in the case of Economic Development Revenue Bonds, will not adversely affect the exclusion from gross income of interest on the Economic Development Revenue Bonds for federal income tax purposes. The Trustee shall not be required to consent to any amendment of the Loan Agreement containing provisions adverse to the Trustee.

Section 9.07. Amendment of Letter of Credit. If the Bank proposes to amend the Letter of Credit, the Trustee may consent thereto, provided that (a) if such proposal would amend the Letter of Credit in such a way as would materially adversely affect the interests of the Holders, the Trustee shall notify the Holders and the Rating Service (if the Bonds are then rated by a Rating Service) of the proposed amendment and may consent thereto only with (i) the prior written consent of Holders of a majority in aggregate principal amount of the Bonds then outstanding and (ii) the confirmation by such Rating Service that such amendment will not result in a withdrawal or reduction of its rating of the Bonds, and (b) the Trustee shall not, without the unanimous consent of all Holders, consent to any amendment which would decrease or delay the amounts payable under the Letter of Credit in respect of outstanding Bonds on any Interest Payment Date or on any date of redemption, acceleration, payment at maturity or purchase of the Bonds, or advance the Expiration Date of the Letter of Credit to an earlier date. No consent of the Holders shall be required for amendments to the Letter of Credit which are provided for or contemplated by the Indenture.

Section 9.08. Trustee Authorized to Join in Supplements and Amendments; Reliance on Counsel. The Trustee is authorized to join with the Issuer in the execution and delivery of any Supplemental Indenture or amendment permitted by this Article and in so doing shall be fully protected by an opinion of counsel that such Supplemental Indenture or amendment is so permitted.

Section 9.09. Consent of Bank. Notwithstanding anything herein contained, so long as a Letter of Credit is held by the Trustee, no supplement or amendment shall be made to the Indenture or the Loan Agreement without the prior written consent of the Bank.

Section 9.10. Notice to Rating Service. The Trustee shall promptly notify the Rating Service (if the Bonds are then rated by a Rating Service) of any material supplement or amendment to the Indenture, these Standard Provisions, the Loan Agreement, the Remarketing Agreement, the Letter of Credit, the Participating Bank Agreement or the Reimbursement Agreement of which Trustee has actual knowledge.

(End of Article IX)

## ARTICLE X DEFEASANCE

Section 10.01. Defeasance. When the principal of, and premium (if any) and interest on, all Bonds issued under the Indenture have been paid, or provision has been made for payment of the same and any tender purchase price which may become payable pursuant to Article IV, together with the compensation and expenses of the Trustee and all other sums payable hereunder by the Issuer or the Borrower, the right, title and interest of the Trustee in and to the Trust Estate shall thereupon cease and the Trustee, on demand of the Issuer or the Borrower, shall release the Indenture and shall execute such documents to evidence such release as may be reasonably required by the Issuer or the Borrower and shall turn over to the Borrower or to such Person, as may be entitled to receive the same all balances then held by it hereunder not required for the payment of the Bonds and such other sums and shall surrender the Letter of Credit to the Bank; provided that (a) any proceeds of the Letter of Credit not required for payment of the Bonds and the Trustee's fees and expenses shall be turned over to the Borrower and (b) in the event there has been a drawing under the Letter of Credit for which the Bank has not been fully reimbursed pursuant to the Participating Bank Agreement or any other obligations are then due and owing to the Bank under the Participating Bank Agreement (or, in the event the Participating Bank has not been fully reimbursed pursuant to the Reimbursement Agreement or any other obligations are then due and owing to the Participating Bank under the Reimbursement Agreement), the Trustee, upon written notice from the Bank, shall assign and turn over to the Bank (or to the Participating Bank if the Trustee has received notice from the Bank that such obligations owing to it have not been fully paid), as successor, subrogee or otherwise, all of the Trustee's right, title and interest in and to the Indenture, all balances held hereunder not required for the payment of the Bonds and such other sums and the Trustee's right, title and interest in, to and under the Loan Agreement and any other property comprising the Trust Estate. In the event of defeasance, rating confirmation is required. If payment or provision therefor is made with respect to less than all of the Bonds, the particular Bonds (or portions thereof) for which provision for payment shall have been considered made shall be selected by lot or by such other method as the Trustee deems fair and appropriate, and thereupon the Trustee shall take similar action for the release of the Indenture with respect to such Bonds.

### Section 10.02. Provision for Payment.

(a) Provision for the payment of Bonds shall be deemed to have been made when the Trustee holds in the Bond Fund (1) cash in an amount sufficient to make all payments (including principal, premium, if any, interest and tender purchase price payments, if any) specified in Section 10.01 with respect to such Bonds, or (2) noncallable, direct obligations issued by the United States of America, maturing on or before the date or dates when the payments specified above shall become due, the principal amount of which and the interest thereon, when due, is or will be, in the aggregate, sufficient without reinvestment to make all such payments, or (3) any combination of cash and such obligations the amounts of which and interest thereon, when due, are or will be, in the aggregate, sufficient without reinvestment to make all such payments; provided that such amount on deposit shall be deemed sufficient only if (i) it provides for payment of interest at the Maximum Rate and the Issuer shall have surrendered any power hereunder to thereafter change the Maximum Rate, (ii) the Trustee shall have received an opinion of Bond Counsel to the effect that, in the case of Economic Development Revenue Bonds, a deposit of obligations described in clause (2) or (3) above will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on any such Bonds or cause any such Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code, and (iii) provision for payment of Bonds shall be deemed to be made only if (A) the Trustee holds in the Bond Fund cash constituting Available Moneys and/or such obligations purchased with Available Moneys for payment of such Bonds pursuant to Section 5.05 in amounts sufficient to make all payments specified above with respect to such Bonds, as verified by an accountant's certification in form and by an accountant acceptable to the Trustee and the Rating Service, and (B) the Bonds have been called for redemption on a date not more than 60 days from the date provision for payment is being made pursuant to this Section and, in determining the sufficiency of amounts held to make payments with respect to the Bonds, there shall be excluded any and all interest expected to be earned on obligations held by the Trustee.

(b) Neither the moneys nor the obligations deposited with the Trustee pursuant to this Article shall be withdrawn or used for any purpose other than, and such obligations and moneys shall be segregated and held in trust for, the payment of the principal or redemption price of, premium, if any, on and interest on, the Bonds (or portions thereof), or for the payment of the purchase price of such Bonds in accordance with

Article IV. If such moneys are not then needed for such purpose, such moneys shall, but only to the extent practicable, be invested and reinvested in direct obligations issued by the United States of America maturing on or prior to the earlier of (i) the date moneys may be required for the purchase of Bonds pursuant to Article IV and (ii) the Interest Payment Date next succeeding the date of investment or reinvestment.

(c) Whenever moneys or obligations shall be deposited with the Trustee for the payment or redemption of Bonds more than 60 days prior to the date that such Bonds are to mature or be redeemed, the Trustee shall mail a notice to the Holders of Bonds for the payment of which such moneys or obligations are being held at their registered addresses stating that such moneys or obligations have been deposited. Such notice shall also be sent by the Trustee to the Rating Service. Notwithstanding the foregoing, no delivery to the Trustee under this Section shall be deemed a payment of any Bonds which are to be redeemed prior to their stated maturity until such Bonds shall have been irrevocably called or designated for redemption on a date thereafter on which such Bonds may be redeemed in accordance with the provisions of the Indenture and proper notice of such redemption shall have been given in accordance with Article III or the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions to give, in the manner and at the times prescribed by Article III, notice of redemption.

Section 10.03. Deposit of Funds for Payment of Bonds. If the principal or tender purchase price of any Bonds becoming due, either at maturity or by call for redemption or tender or otherwise, together with the premium (if any) thereon and all interest accruing thereon to the due date, has been paid or provision therefor made in accordance with Section 10.02, all interest on such Bonds shall cease to accrue on the due date and all liability of the Issuer with respect to such Bonds shall likewise cease, except as hereinafter provided. Thereafter, (a) any surplus balance held by the Trustee with respect to such Bonds over the principal of, premium (if any) on and actual interest accrued on such Bonds shall be paid to the Borrower as a return of excess funds drawn under the Letter of Credit (or, if the Rating Service shall have confirmed its rating of the Bonds in connection with the provision for payment of the Bonds, such surplus shall be paid as may otherwise be approved by the Rating Service in connection with such confirmation) and (b) the Holders of such Bonds shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bonds, and the Trustee shall hold such funds in trust for such Holders uninvested and without liability for interest thereon. Moneys so deposited with the Trustee which remain unclaimed five years after the date payment thereof becomes due shall, at the written request of the Borrower (or the Bank or Participating Bank as provided in Section 10.01 with respect to surplus balances) and if neither the Issuer nor the Borrower is at the time to the knowledge of the Trustee in default with respect to any covenant contained in the Indenture, the Bonds or the Loan Agreement, be paid to the Borrower (or to the Bank or Participating Bank as provided in Section 10.01 with respect to surplus balances), and the Holders of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Borrower; provided that (i) such moneys shall not be remitted to the Borrower unless the Trustee shall have received an opinion of counsel experienced in matters pertaining to the United States Bankruptcy Code to the effect that the contemplated delivery of such moneys to the Borrower will not cause any other moneys paid to the Holders to be transfers of property voidable under Section 547 of the United States Bankruptcy Code should the Issuer or the Borrower become a debtor under the United States Bankruptcy Code, and (ii) the Trustee, before making payment to the Borrower, may, at the expense of the Borrower, cause a notice to be given to the Holders at their registered addresses, stating that the moneys remaining unclaimed will be returned to the Borrower after a specified date. In the absence of any such written request from the Borrower (or the Bank), 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.

Section 10.04. Survival of Certain Provisions. Notwithstanding the foregoing, any provisions of the Indenture which relate to the maturity of Bonds, interest payments and dates thereof, optional and mandatory redemption provisions, credit against mandatory sinking fund requirements, exchange, transfer and registration of Bonds, replacement of mutilated, lost, wrongfully taken or destroyed Bonds, safekeeping and cancellation of Bonds, nonpresentment of Bonds, holding of moneys in trust, payment of moneys to the Borrower, the Bank and the Participating Bank, and the duties, rights and immunities of the Trustee in connection with all of the foregoing, shall remain in effect and be binding upon the Trustee and the Holders notwithstanding the release and discharge of the Indenture. The provisions of this Article shall survive the release, discharge and satisfaction of the Indenture.

(End of Article X)

## ARTICLE XI MISCELLANEOUS

Section 11.01. Limitation of Rights; No Personal Recourse. With the exception of rights conferred expressly in the Indenture, nothing expressed or mentioned in or to be implied from the Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Borrower, the Remarketing Advisor, the Bank, the Participating Bank and the Holders of the Bonds any legal or equitable right, remedy, power or claim under or with respect to the Indenture or any covenants, agreements, conditions and provisions contained herein.

The Indenture does not pledge the general credit nor the taxing power of the Commonwealth of Pennsylvania or any political subdivision thereof. The liability of the Issuer under the Indenture, the Bonds and the Loan Agreement shall be limited to its interest in the Trust Estate.

No covenant or agreement contained in the Indenture, the Bonds or the Loan Agreement shall be deemed to be the covenant or agreement of any member, director, officer, attorney, agent or employee of the Issuer in an individual capacity. No recourse shall be had for the payment of any claim based thereon against any member, director, officer, agent, attorney or employee of the Issuer past, present or future, or its successors or assigns, as such, either directly or through the Issuer, or any such successor corporation, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

Section 11.02. Severability. In case any section or provision of the Indenture, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under the Indenture, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, such illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision of the Indenture or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under the Indenture, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein.

Section 11.03. Notices. Except as provided in Sections 3.04 and 7.02, it shall be sufficient service or giving of any notice, request, complaint, demand or other instrument or document, if it is duly mailed by first class mail, sent by telecopier or nationally recognized overnight courier service or delivered in person. Notices to the Issuer, the Trustee, the Bank and the Remarketing Advisor shall be addressed as follows:

(a) If to the Issuer, at Pennsylvania Economic Development Financing Authority, Department of Community and Economic Development, Center for Private Financing, Commonwealth Keystone Building, 400 North Street, 4<sup>th</sup> Floor, Harrisburg, PA 17120;

(b) If to the Trustee's Delivery Office, at The Bank of New York Trust Company, N.A., Trustee, 1600 Market Street, Suite 1500, Philadelphia, Pennsylvania 19103, Attention: \_\_\_\_\_; if to the Trustee's Tender Office, at The Bank of New York Trust Company, N.A. at 2001 Bryan Street, 9th Floor, Dallas, TX, 75201;

(c) If to the Bank, at PNC Bank, National Association, One PNC Plaza, 249 Fifth Avenue, Fifth Floor, Pittsburgh, PA 15222-2707, Attention: Public Finance Group; with a copy to PNC Bank, National Association, One PNC Plaza (P1-POPP-21-1), 249 Fifth Avenue, 21st Floor, Pittsburgh, PA 15222-2707, Attention: Standby Letter of Credit Department/Legal;

(d) If to the Remarketing Advisor, at PNC Capital Markets LLC, 1600 Market Street, 21<sup>st</sup> Floor, Philadelphia, PA 19103, Attention: Remarketing Desk; and

(e) If to the Rating Agency, at Standard & Poor's, 55 Water Street, 38th Floor, New York, New York 10041, Attention: Municipal Structured Surveillance or pubfin\_structured@standardandpoors.com.

The foregoing parties may designate, by notice given hereunder, any further or different addresses to which any subsequent notice, request, demand or other instrument or document shall be sent. The Trustee shall designate, by notice to the Issuer, the Borrower, the Bank, the Participating Bank and the Remarketing Advisor addresses to which notices or copies thereof shall be sent to the Trustee's agents hereunder.

In connection with any notice mailed pursuant to the provisions of the Indenture, a certificate of the Trustee, the Issuer, the Borrower, the Bank, the Participating Bank, the Remarketing Advisor or the Holders, whichever mailed that notice, that the notice was so mailed shall be conclusive evidence of the proper mailing of the notice.

The Trustee hereby agrees to send written notice to the Rating Service upon the occurrence of any of the following events: (1) any change in the Trustee or the Remarketing Advisor or any tender agent or paying agent; (2) any amendment to the Indenture, the Loan Agreement, the Participating Bank Agreement or the Letter of Credit of which it has actual knowledge; (3) any termination, expiration or extension of the Letter of Credit or the provision of an Alternate Letter of Credit; and (4) payment of all principal, interest and premium, if any, on all of the Bonds including redemptions and defeasances; and (5) any acceleration for non-reinstatement of the Letter of Credit.

Section 11.04. Suspension of Mail. If because of the suspension of delivery of first class mail or, for any other reason, the Trustee shall be unable to mail by first class of mail any notice required to be mailed by the provisions of the Indenture, the Trustee shall give such notice in such other manner as in the judgment of the Trustee shall most effectively approximate first class mailing thereof, and the giving of that notice in that manner for all purposes of the Indenture shall be deemed to be in compliance with the requirement for the mailing thereof. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

Section 11.05. Payments Due on Saturdays, Sundays and Holidays. If any Interest Payment Date, date of maturity of any Bonds, Purchase Date or date fixed for redemption of any Bonds is a Saturday, Sunday or a day on which the Trustee or any paying agent is required, authorized or not prohibited, by law (including without limitation executive orders) to close and is closed, then payment of interest, principal and any redemption premium or purchase price need not be made by the Trustee or any paying agent on that date, but that payment may be made on the next succeeding Business Day on which the Trustee or any paying agent is open for business with the same force and effect as if that payment were made on the Interest Payment Date, date of maturity, Purchase Date or date fixed for redemption, and no interest shall accrue for the period after that date; provided that if the Trustee is open for business on the applicable Interest Payment Date, date of maturity, Purchase Date or date fixed for redemption, it shall make any payment required hereunder with respect to payment of interest on Outstanding Bonds and payment of principal of and premium on Bonds presented to it for payment, regardless of whether any paying agent shall be open for business or closed on the applicable Interest Payment Date, date of maturity, Purchase Date or date fixed for redemption.

Section 11.06. Instruments of Holders. Any writing, including without limitation any consent, request, direction, approval, objection or other instrument or document, required under the Indenture to be executed by any Holder may be in any number of concurrent writings of similar tenor and may be executed by that Holder in person or by an agent or attorney appointed in writing. Proof of (i) the execution of any such writing, (ii) the execution of any writing appointing any agent or attorney, and (iii) the ownership of Bonds, shall be sufficient for any of the purposes of the Indenture, if made in the following manner, and if so made, shall be conclusive in favor of the Trustee with regard to any action taken thereunder, namely:

(a) the fact and date of the execution by any person of any writing may be proved by the certificate of any officer in any jurisdiction, who has power by law to take acknowledgments within that jurisdiction, that the person signing the writing acknowledged that execution before that officer, or by affidavit of any witness to that execution; and

(b) the fact of ownership of Bonds shall be proved by the Register maintained by the Trustee.

Nothing contained herein shall be construed to limit the Trustee to the foregoing proof, and the Trustee may accept any other evidence of the matters stated therein which it deems to be sufficient. Any writing, including without limitation any consent, request, direction, approval, objection or other instrument or document, of the Holder of any Bond shall bind every future Holder of the same Bond, with respect to anything done or suffered to be done by the Issuer, the Trustee or the Remarketing Advisor pursuant to that writing.

Section 11.07. Binding Effect. The Indenture shall inure to the benefit of and shall be binding upon the Issuer and the Trustee and their respective successors and assigns, subject, however, to the limitations contained herein.

Section 11.08. Counterparts. The Indenture may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 11.09. Governing Law. The Indenture and the Bonds shall be deemed to be contracts made under the laws of the Commonwealth of Pennsylvania and for all purposes shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(End of Article XI)

IN WITNESS WHEREOF, the Issuer has caused these Standard Provisions to be executed and delivered on its behalf by one of its duly authorized officers and the Trustee has caused these Standard Provisions to be executed and delivered on its behalf by one of its duly authorized officers all as of the day and year first above written.

PENNSYLVANIA ECONOMIC DEVELOPMENT  
FINANCING AUTHORITY

Attest: \_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Executive Director

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

Attest: \_\_\_\_\_  
Authorized Signer

By: \_\_\_\_\_  
Authorized Signer