

Lease Agreement

NEW YORK CITY
INDUSTRIAL DEVELOPMENT AGENCY

AND

THE CENTER FOR FAMILY SUPPORT, INC.

LEASE AGREEMENT

Dated as of November 1, 1999

New York City Industrial Development Agency
Civic Facility Revenue Bonds
(Special Needs Facilities Pooled Program)
\$8,840,000 Series 1999B-1
\$407,900 Series 1999B-2 (Federally Taxable)

Record and Return to:
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New York, New York 10005
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LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of November 1, 1999, by and between NEW YORK CITY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, duly organized and existing under the laws of the State of New York (the "Agency"), having its principal office at 110 William Street, New York, New York 10038, party of the first part, and THE CENTER FOR FAMILY SUPPORT, INC., a not-for-profit corporation organized and existing under and by virtue of the laws of the State of New York (the "Lessee"), having its principal office at 403 Underhill Avenue, Bronx, New York 10473, party of the second part:

WITNESSETH:

WHEREAS, the New York State Industrial Development Agency Act, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act"), authorizes and provides for the creation of industrial development agencies in the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish land, any building or other improvement, and all real and personal properties, including but not limited to machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, industrial or civic purposes and which may include or mean an industrial pollution control facility to the end that such agencies may be able to promote, develop, encourage, assist and advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York and to improve their prosperity and standard of living; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act the Agency was established by Chapter 1082 of the 1974 Laws of New York, as amended (together with the Enabling Act, the "Act"), for the benefit of The City of New York and the inhabitants thereof; and

WHEREAS, to accomplish the purposes of the Act, the Agency has entered into negotiations with six not-for-profit corporations, including the Lessee (each a "Participant"; collectively, the "Participants"), in connection with the financing or refinancing of the cost of the acquisition, construction, equipping and furnishing of civic facilities for each such Participant within The City of New York, all for the purpose of providing services to people with developmental disabilities or other special needs; and

WHEREAS, each Participant will lease its civic facility to the Agency pursuant to a company lease agreement between such Participant and the Agency, and the Agency will sublease such civic facility to such Participant pursuant to a lease agreement (each such lease agreement, a "Participant Lease Agreement"); and

WHEREAS, the Agency, in order to provide funds for a portion of the cost of financing or refinancing such civic facilities and for incidental and related costs, will issue and sell its Civic Facility Revenue Bonds (Special Needs Facilities Pooled Program), Series 1999B-1 in the aggregate principal amount of \$8,840,000 and Series 1999B-2 (Federally Taxable) in the aggregate principal amount of \$407,900 (collectively, the "Series 1999B Bonds") pursuant to the Act, a resolution of the Agency adopted on September 14, 1999, as amended on December 9, 1999, and an Indenture of Trust, dated as of November 1, 1999, between the Agency and United States Trust Company of New York, as trustee (the "Trustee"); and

WHEREAS, the Lessee will refinance the costs of the acquisition, construction, equipping and furnishing of a civic facility (the "Facility") consisting of a residential facility for developmentally disabled adults located at 403 Underhill Avenue, Bronx, New York (the "Project"), which Facility is to be leased to the Agency pursuant to a Company Lease Agreement, dated as of November 1, 1999, between the Lessee and the Agency (the "Company Lease"), and subleased to the Lessee pursuant to this Lease Agreement; and

WHEREAS, Agency financing assistance is necessary to provide employment in, and is beneficial for the economy of, The City of New York and is reasonably necessary to induce the Lessee to proceed with the Project; and

WHEREAS, concurrently with the execution hereof, (i) the Agency and the Lessee will grant a mortgage lien on and a security interest in the Facility to the Trustee; and (ii) the payment of the principal of, redemption premium, if applicable, and interest on the Lessee's Portion of the Series 1999B Bonds will be guaranteed by the Lessee pursuant to a guaranty agreement with the Trustee;

NOW, THEREFORE, in consideration of the premises and the respective representations and agreements hereinafter contained, the parties hereto agree as follows (provided that in the performance of the agreements of the Agency herein contained, any obligation it may incur for the payment of money shall not subject the Agency to any pecuniary or other liability nor create a debt of the State of New York or of The City of New York, and neither the State of New York nor The City of New York shall be liable on any obligation so incurred, but any such obligation shall be payable solely out of the lease rentals, revenues and receipts derived from or in connection with the Facility, including moneys received under this Lease Agreement):

ARTICLE I
Definitions and Representations

Section 1.1. Definitions. Terms not otherwise defined herein shall have the same meanings as used in the Indenture or the Tax Regulatory Agreement hereinbelow defined. The following terms shall have the following meanings in this Lease Agreement:

Accounts Receivable shall mean all of the Lessee's accounts receivable derived from the use or operation of any of its properties, including the Facility.

Agency shall mean the New York City Industrial Development Agency, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State, duly organized and existing under the laws of the State, and any body, board, authority, agency or other governmental agency or instrumentality which shall hereafter succeed to the powers, duties, obligations and functions thereof.

Agreement shall mean this Lease Agreement, dated as of November 1, 1999, between the Agency and the Lessee, and shall include any and all amendments and supplements thereto hereafter made in conformity herewith and with the Indenture.

Authorized Representative shall mean, (i) in the case of the Agency, the Chairman, Vice Chairman, Treasurer, Assistant Treasurer, Secretary, Assistant Secretary, Executive Director, Deputy Executive Director, General Counsel or Vice President for Legal Affairs of the Agency, or any officer or employee of the Agency authorized to perform specific acts or to discharge specific duties, (ii) in the case of the Lessee, its President, any Vice President, Executive Director, Assistant or Deputy Executive Director, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary or any other officer or employee of the Lessee duly authorized to act on behalf of the Lessee by a written certificate signed on behalf of the Lessee by its President, and (iii) in the case of the Program Facilitator, its Executive Director or Deputy Executive Director.

Balloon Indebtedness shall mean (i) long-term Indebtedness, or short-term Indebtedness which is intended to be refinanced upon or prior to its maturity (and which short-term Indebtedness is subject to a commercially reasonable binding commitment for such refinancing) so that such short-term Indebtedness will be outstanding, in the aggregate, for more than one year as certified in a certificate of an Authorized Representative of the Lessee, twenty-five percent (25%) or more of the initial principal amount of which matures (or is payable at the option of the holder) in any twelve month period, or (ii) long-term Indebtedness, or short-term Indebtedness which is intended to be refinanced upon or prior to its maturity (and which short-term Indebtedness is subject to a commercially reasonable binding commitment for such refinancing) so that such short-term Indebtedness will be outstanding, in the aggregate, for more than one year as certified in a certificate of an Authorized Representative of the Lessee, twenty-five percent (25%) or more of the initial principal amount of which is payable at the option of the holder in any twelve month period, if such twenty-five percent (25%) or more is not to be amortized to below twenty-five percent (25%) by mandatory redemption prior to such twelve month period, or (iii) any portion of an issue of long-term Indebtedness which, if treated as a

separate issue of Indebtedness would meet the test set forth in clause (i) of this definition and which Indebtedness is designated, as Balloon Indebtedness in a certificate of an Authorized Representative of the Lessee stating that such portion shall be deemed to constitute a separate issue of Balloon Indebtedness.

Bonds shall mean the Series 1999B Bonds and any Additional Bonds.

City shall mean The City of New York, New York.

Code shall mean the Internal Revenue Code of 1986, as amended, including the regulations thereunder.

Company Lease shall mean the Company Lease Agreement, dated as of November 1, 1999, between the Lessee and the Agency, and shall include any amendments and supplements thereto hereafter made in conformity therewith and with the Indenture.

Depreciation Reserve Account Requirement shall mean, with respect to each Fiscal Year, the amount for such Fiscal Year set forth in Schedule A attached hereto.

Event of Default shall have the meaning specified in Section 7.1 hereof.

Facility shall mean the Facility Equipment and the Facility Realty.

Facility Component shall mean the Facility.

Facility Equipment shall mean those items of equipment or furnishings acquired in whole or in part with the proceeds of the Bonds for installation or use at the Facility Realty as part of the Project pursuant to Section 2.1 of this Lease Agreement and described in the Description of Facility Equipment in the Appendices attached hereto and made a part hereof, together with all repairs, replacements, improvements, substitutions and renewals thereof or therefor, and all parts, additions and accessories incorporated therein or affixed thereto. The Facility Equipment shall, in accordance with the provisions of Sections 4.2 and 5.1 of this Lease Agreement, include all property substituted for or replacing items of the Facility Equipment and exclude all items of the Facility Equipment so substituted for or replaced, and further exclude all items of the Facility Equipment removed as provided in Section 4.2 of this Lease Agreement.

Facility Realty shall mean the land described in the Description of Facility Realty in the Appendices hereto, to the Indenture and to the Agency Mortgage, and all rights or interests therein or appertaining thereto, together with all structures, buildings, foundations, related facilities, fixtures (other than trade fixtures) and other improvements now or at any time made, erected or situated thereon (including the improvements made pursuant to Section 2.1 hereof), and all replacements, improvements, extensions, substitutions, restorations, repairs or additions thereto; but excluding, however, any real property or interest therein released pursuant to Section 6.4 hereof.

Fiscal Year of the Lessee shall mean a year of 365 or 366 days, as the case may be, commencing on July 1 and ending on June 30, or such other year of similar length as to which the Lessee shall have given prior written notice thereof to the Agency and the Trustee at least ninety (90) days prior to the commencement thereof.

Indebtedness shall mean, without duplication, (i) all obligations of the Lessee recorded or required to be recorded as liabilities on the balance sheets thereof for the payment of moneys incurred or assumed by the Lessee as determined in accordance with generally accepted accounting principles consistently applied (exclusive of reserves such as those established for deferred taxes) and (ii) all contingent obligations in respect of, or to purchase or otherwise acquire or service, indebtedness of other persons, including but not limited to guarantees and endorsements (other than for purposes of collection in the ordinary course of business) of indebtedness of other persons, obligations to reimburse issuers of letters of credit or equivalent instruments for the benefit of any person, and contingent obligations to repurchase property theretofore sold by such contingent obligor. For the purposes of calculating Indebtedness for any period with respect to any Balloon Indebtedness, the Lessee may, at its option, by a certificate of an Authorized Representative of the Lessee delivered to the Trustee at the end of each Fiscal Year, direct that such Indebtedness may be calculated assuming that (i) the principal of such Indebtedness that is not amortized is amortized on a level debt service basis from the date of calculation thereof over a term not to exceed thirty (30) years, and (ii) interest is calculated at (A) the actual rate (if such rate is not variable or undeterminable) or (B) if such rate is variable or undeterminable, an assumed rate derived from *The Bond Buyer* Thirty-year Revenue Bond Index published immediately prior to the date of calculation, as certified in a certificate of an Authorized Representative of the Lessee; provided that if such index is at such time not being published a comparable index reasonably acceptable to the Trustee may be used.

Indenture shall mean the Indenture of Trust, dated as of November 1, 1999, by and between the Agency and the Trustee, as from time to time amended or supplemented by Supplemental Indentures in accordance with Article XI of the Indenture.

Lessee shall mean The Center for Family Support, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York, and its permitted successors and assigns pursuant to Sections 6.1 or 9.3 hereof.

Lessee's Allocable Interest shall mean a fraction, the numerator of which is equal to the Lessee's Portion of the initial aggregate principal amount of the Series 1999B Bonds and the denominator of which is equal to the initial aggregate principal amount of the Series 1999B Bonds.

Lessee's Portion shall mean (i) with respect to the initial aggregate principal of Series 1999B Bonds, the aggregate principal amount set forth in Schedule B attached hereto, (ii) with respect to the principal amount of Series 1999B Bonds coming due on each October 1, the principal amounts set forth in Schedule B attached hereto, (iii) with respect to the Tax-Exempt Bond Debt Service Reserve Account Requirement, an amount equal to the product of (a) the Tax-

Exempt Bond Debt Service Reserve Account Requirement and (b) the Lessee's Allocable Interest, and (iv) with respect to any fees, expenses or other amounts required to be paid or calculated hereunder, an amount equal to the product of (a) the total aggregate amount due or available and (b) the Lessee's Allocable Interest, provided that if the amount incurred is due, in the sole judgment of the Program Facilitator, solely to the action or inaction of the Lessee, the Lessee's Portion shall equal the entire amount incurred.

Lessee's Project Account shall mean the Account established in the Project Fund for the benefit of the Lessee.

Lessee's Rental Payment Account shall mean the Rental Payment Account established in the Bond Fund for the benefit of the Lessee.

Net Proceeds shall mean, when used with respect to any insurance proceeds or condemnation award, compensation or damages, the gross amount from any such proceeds, award, compensation or damages less all expenses (including attorneys' fees and any extraordinary expenses of the Agency or the Trustee) incurred in the collection thereof.

Non-PPA Expenses shall mean all operating and nonoperating expenses of the Lessee other than PPA Expenses.

Non-PPA Facility shall mean any facility of the Lessee which is, or was, not subject to the Prior Property Approval process incorporated in New York State Codes, Rules and Regulations Parts 681, 686 and 690, as amended from time to time.

Non-PPA Indebtedness shall mean any Indebtedness incurred by the Lessee to finance, in whole or in part, a Non-PPA Facility. Indebtedness incurred by the Lessee with respect to a facility only a portion of which constitutes a Non-PPA Facility shall constitute Non-PPA Indebtedness to the extent such Indebtedness financed the Non-PPA Facility portion of such facility.

Non-PPA Revenues shall mean all operating and nonoperating revenues of the Lessee other than PPA Revenues.

PPA Expenses shall mean all operating and nonoperating expenses properly incurred by the Lessee with respect to a PPA Facility in accordance with the Prior Property Approval received by the Lessee with respect to such PPA Facility.

PPA Facility shall mean any facility of the Lessee which was, or will be, approved by the New York State Office of Mental Retardation and Developmental Disabilities pursuant to the Prior Property Approval process incorporated in New York State Codes, Rules and Regulations Parts 681, 686 and 690, as amended from time to time.

PPA Revenues shall mean revenues received by the Lessee with respect to a PPA Facility intended to amortize the PPA Expenses incurred with respect to such PPA Facility.

Project shall mean the acquisition, renovation and refinancing of the Facility more particularly described in Section 4.3(a) hereto.

Project Supervisor shall mean Steven Vernikoff, Executive Director of the Lessee, or any other person designated by the Lessee upon written notice to the Agency, the Program Facilitator and the Trustee.

Series 1999B Bonds shall mean, collectively, the Series 1999B-1 Bonds and the Series 1999B-2 Bonds.

Series 1999B-1 Bonds shall mean the \$8,840,000 Civic Facility Revenue Bonds (Special Needs Facilities Pooled Program), Series 1999B-1, of the Agency issued under the Indenture.

Series 1999B-2 Bonds shall mean the \$407,900 Civic Facility Revenue Bonds (Special Needs Facilities Pooled Program), Series 1999B-2 (Federally Taxable), of the Agency issued under the Indenture.

State shall mean the State of New York.

Tax-Exempt Organization shall mean a Person organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) of the Code and exempt from Federal income taxes under Section 501(a) of the Code, or corresponding provisions of Federal income tax laws from time to time in effect.

Total Debt Service Coverage Ratio shall mean the ratio for the applicable Fiscal Year of Total Net Revenues Available for Debt Service to Total Maximum Annual Debt Service.

Total Maximum Annual Debt Service shall mean the greatest amount required in the then current or any future Fiscal Year to pay the debt service on any outstanding Non-PPA Indebtedness of the Lessee; provided, however, that any Non-PPA Indebtedness secured solely by a security interest in its Accounts Receivable in accordance with Section 3.5(b) hereof shall not be included in "Non-PPA Indebtedness" for the purposes of this definition; provided further, that the debt service for the final year of amortization of any Non-PPA Indebtedness shall not be included for purposes of this definition to the extent that such debt service is payable from any funded reserve(s) established with and held by a Person other than the Lessee.

Total Net Revenues Available for Debt Service shall mean, for any Fiscal Year, the excess of Non-PPA Revenues, including the proceeds of business interruption insurance, over the Non-PPA Expenses accrued or paid by the Lessee for such Fiscal Year as determined and reported by the independent certified public accountants of the Lessee in its most recently audited

financial statements. For purposes of this definition, as determined in accordance with generally accepted accounting principles, consistently applied, (i) extraordinary items shall be excluded from Non-PPA Revenues and Non-PPA Expenses, (ii) depreciation, amortization and current interest expenses shall be excluded from Non-PPA Expenses, and (iii), if the Indebtedness to be incurred or guaranteed is with respect to the acquisition of a Facility Realty that is leased to the Lessee (or that replaces a Facility Realty leased to the Lessee) immediately prior to such acquisition, then "current interest expenses" for purposes of clause (ii) above and Section 6.20 hereof shall include the bona fide lease rental payments made by the Lessee with respect to such leased Facility Realty in the Fiscal Year for which the determination is made.

Trustee shall mean United States Trust Company of New York, New York, New York, in its capacity as Trustee, and its successors in such capacity and their assigns hereafter appointed in the manner provided in the Indenture.

Section 1.2. Construction. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hercof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of the execution and delivery of this Agreement.

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

Section 1.3. Representations and Warranties by Agency. The Agency makes the following representations and warranties:

(a) The Agency is a corporate governmental agency constituting a body corporate and politic and a public benefit corporation duly organized and existing under the laws of the State, and is authorized and empowered to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action of its members, the Agency has duly authorized the execution and delivery of this Agreement.

(b) In order to finance or refinance a portion of the cost of the Project, the Agency proposes to issue the Series 1999B-1 Bonds in the aggregate principal amount of \$8,840,000 and the Series 1999B-2 Bonds in the aggregate principal amount of \$407,900. The Series 1999B Bonds will mature, bear interest, be redeemable and have the other terms and provisions set forth in the Indenture.

Section 1.4. Findings by Agency. The Agency, based upon the representations and warranties of the Lessee contained in this Agreement and the information contained in the application and other materials heretofore submitted by or on behalf of the Lessee to the Agency, hereby finds and determines that the financing of a portion of the costs of the Project by the Agency and the subleasing thereof to the Lessee is reasonably necessary to induce the Lessee to proceed with the Project.

Section 1.5. Representations and Warranties by Lessee. The Lessee makes the following representations and warranties:

(a) The Lessee is a not-for-profit corporation duly incorporated under the laws of the State of New York and validly existing and in good standing under the laws of the State of New York, is not in violation of any provision of its certificate of incorporation or bylaws, has the corporate power and authority to own its property and assets, to carry on its business as now being conducted by it and to execute, deliver and perform this Agreement. The Lessee is duly qualified to do business in every jurisdiction in which such qualification is necessary.

(b) The execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated have been duly authorized by all requisite corporate action on the part of the Lessee and will not violate any provision of law, any order of any court or agency of government, or the certificate of incorporation or bylaws of the Lessee, or any indenture, agreement or other instrument to which the Lessee is a party or by which it or any of its property is subject to or bound, or be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument or result in the imposition of any lien, charge or encumbrance of any nature whatsoever other than Permitted Encumbrances.

(c) Expenses for supervision by the officers or employees of the Lessee, and expenses for work done by such officers or employees in connection with the Project will be included as a Project Cost only to the extent that such Persons were specifically employed for such particular purpose, the expenses do not exceed the actual cost thereof and are to be treated on the books of the Lessee as a capital expenditure in conformity with generally accepted accounting principles applied on a consistent basis.

(d) The assistance of the Agency in the financing of a portion of the costs of the Project is reasonably necessary to induce the Lessee to proceed with the Project.

(c) The Project does not result in the removal of an industrial, manufacturing, warehousing or commercial plant or facility of the Lessee from one area of the State to another area of the State or in the abandonment of one or more of such plants or facilities of the Lessee within the State.

(f) The total cost of the Project being funded with the Series 1999B Bonds is at least \$462,800.

(g) Any costs incurred with respect to that part of the Project paid from the proceeds of the sale of the Series 1999B Bonds shall be treated on the books of the Lessee as capital expenditures in conformity with generally accepted accounting principles applied on a consistent basis.

(h) The property included in the Facility is either property of the character subject to the allowance for depreciation under Section 167 of the Code, or land.

(i) No part of the proceeds of the Series 1999B Bonds will be used to finance inventory or will be used for working capital.

(j) The Project is included within the definition of "project" under the Act.

(k) This Agreement and the other Security Documents to which the Lessee is a party constitute the legal, valid and binding obligations of the Lessee enforceable against the Lessee in accordance with their respective terms.

(l) The Project has been, and the operation of the Project will be, in compliance with all applicable Federal, State and local laws or ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality.

(m) There is no action or proceeding pending or to the best knowledge of the Lessee threatened by or against the Lessee by or before any court or administrative agency that might adversely affect the ability of the Lessee to perform its obligations under this Agreement and each other Security Document to which the Lessee shall be a party and all authorizations, consents and approvals of governmental bodies or agencies required to be obtained by the Lessee as of the date hereof in connection with the execution and delivery of this Agreement and each other Security Document to which the Lessee shall be a party or in connection with the performance of the obligations of the Lessee hereunder and under each of the Security Documents have been obtained.

(n) The Lessee intends to operate the Facility or cause the Facility to be operated in accordance with this Agreement and as a qualified "project" in accordance with and as defined under the Act.

(o) The Lessee is organized and operated exclusively for not-for-profit purposes and no part of the earnings of the Lessee inures to the benefit of any person, private shareholder or individual.

(p) No part of the Facility shall be used for any purpose which would cause the Agency's financing of the Project to constitute a violation of the First Amendment of the United States Constitution. In particular, the Lessee agrees that no part of the Facility shall be used for any sectarian instruction for the purposes of advancement of religion or as a place of religious worship or in connection with any part of a program of a school or department of divinity for any religious denomination; and any proceeds of any sale, lease, taking by eminent domain of the Facility or other disposition thereof shall not be used for, or to provide a place for, such instruction, worship or program.

ARTICLE II
The Project

Section 2.1. The Project. (a) The Lessee shall cause to be conveyed to the Agency at the time of the delivery and payment of the Series 1999B Bonds a good and valid leasehold interest to the Facility Realty and to such items of the Facility Equipment as shall have been acquired at the time of such delivery and payment, in each case free and clear of all liens, claims, charges, encumbrances, security interests and servitudes other than Permitted Encumbrances, all against payment therefor by the Agency from the proceeds of the Series 1999B Bonds deposited in the Lessee's Project Account to the extent permitted in Section 2.2 hereof and Section 5.02 of the Indenture.

(b) The cost of the Project shall be paid from the Lessee's Project Account or as otherwise provided in Section 2.2 hereof. The Project work shall be supervised by the Project Supervisor and, in the event a Project Supervisor resigns or becomes incapable of undertaking or carrying out its duties hereunder, the Lessee shall appoint a successor.

(c) In order to accomplish the purposes of the Agency, and to assure the effectuation of the Project in conformity with the requirements of the Lessee, the Lessee has undertaken to proceed with the design of the Project, the preparation of the Facility site and the completion of the Project work.

(d) The Lessee shall pay (i) all of the costs and expenses in connection with the preparation of any instruments of conveyance and transfer of a leasehold interest in the Facility to the Agency, the delivery of any instruments and documents and their filing and recording, if required, (ii) all taxes and charges payable, if any, in connection with such conveyance and transfer, or attributable to periods prior to the conveyance and transfer, to the Agency as set forth in Section 2.1(a) hereof, and (iii) all shipping and delivery charges and other expenses or claims incurred in connection with the Project.

(e) The Lessee covenants that it will obtain or cause to be obtained all necessary approvals from any and all governmental agencies with respect to the Project, all of which will be done in compliance with all Federal, State and local laws, ordinances and regulations applicable thereto, and with the conditions and requirements of all policies of insurance with respect to the Facility required to be maintained under this Agreement. The Lessee will promptly obtain or cause to be obtained all required occupancy and operation permits, authorizations and licenses from appropriate authorities, if any be required, authorizing the occupancy, operation and use of the Facility for the purposes contemplated by this Agreement and shall furnish copies of same to the Agency and the Trustee immediately upon receipt thereof.

(f) Upon request and to the extent permissible under such warranties, the Lessee will extend to the Trustee all vendors' warranties received by the Lessee in connection with the Project, including any warranties given by contractors, manufacturers or service organizations who perform work with respect to the Project.

(g) A good and valid leasehold interest to all materials, equipment, machinery and other property intended to be incorporated or installed as part of the Facility shall vest in the Agency immediately upon delivery to or installation or incorporation into the Facility Realty or payment therefor, whichever shall occur first.

Section 2.2. Completion by Lessee. The Lessee covenants and agrees that the Project has been completed in a first-class workmanlike manner, using high-grade materials, free of defects in materials or workmanship (including latent defects), as applicable, and in accordance with this Agreement and the Indenture. In the event that moneys in the Lessee's Project Account are not sufficient to pay the costs necessary to complete the Project in full, the Lessee shall pay that portion of such costs of the Project as may be in excess of the moneys therefor in the Lessee's Project Account and shall not be entitled to any reimbursement therefor from the Agency, the Trustee or the Holders of any of the Bonds (except from the proceeds of Additional Bonds which may be issued for that purpose), nor shall the Lessee be entitled to any diminution of the rents payable or other payments to be made under this Agreement.

Section 2.3. Issuance of Series 1999B Bonds. Contemporaneously with the execution and delivery of this Agreement, the Agency will sell and deliver the Series 1999B Bonds under and pursuant to a resolution adopted by the Agency on September 14, 1999, as amended on December 9, 1999, authorizing the issuance of the Series 1999B Bonds and under and pursuant to the Indenture. The proceeds of sale of the Series 1999B Bonds shall be applied in accordance with Section 4.01 of the Indenture.

Section 2.4. Title Insurance. Prior to the delivery of the Series 1999B Bonds to the original purchaser(s) thereof, the Lessee will obtain (a) leasehold title insurance in an amount not less than an amount equal to Lessee's Portion of Series 1999B Bonds insuring the Lessee's fee simple title to, and the Agency's leasehold interest in, the Facility Realty against loss as a result of defects in the title of the Agency, and (b) mortgagee title insurance in an amount not less than \$462,800 insuring the Trustee's interest under the Agency Mortgage as holder of a mortgage lien on the Facility Realty, in each case subject only to Permitted Encumbrances, and (c) a current or updated survey of the site of the Facility Realty certified to the Agency and the Trustee. Any proceeds of such fee and leasehold title insurance, as applicable, shall be paid to the Trustee for deposit in the Renewal Fund and applied to remedy the defect in title. If such proceeds are not so capable of being applied or if any amounts remain, the amounts in the Renewal Fund shall be deposited by the Trustee in the Redemption Account of the Bond Fund. Any proceeds of such mortgagee title insurance insuring against loss as a result of defects affecting the Trustee's interest as holder of a mortgage lien on the Facility Realty shall be paid to the Trustee and deposited by the Trustee in the Redemption Account of the Bond Fund.

ARTICLE III

Lease of Facility and Rental Provisions

Section 3.1. Lease of the Facility. Pursuant to the Company Lease, the Lessee has leased the Facility to the Agency. The Agency hereby subleases to the Lessee and the Lessee hereby subleases from the Agency the Agency's leasehold interest in the Facility, all for and during the term herein provided and upon and subject to the terms and conditions herein set forth. The Lessee shall at all times during the term of this Agreement occupy, use and operate the Facility as a civic facility within the meaning of the Act and for the general purposes specified in the recitals to this Agreement. The Lessee shall not occupy, use or operate the Facility or allow the Facility or any part thereof to be occupied, used or operated for any unlawful purpose or in violation of any certificate of occupancy affecting the Facility or which may constitute a nuisance, public or private, or make void or voidable any insurance then in force with respect thereto.

Section 3.2. Duration of Term. The term of this Agreement shall commence on the date of the original issuance of the Series 1999B Bonds and shall expire on midnight (New York City time) August 1, 2025 or such earlier date as this Agreement may be terminated as hereinafter provided. The Agency hereby delivers to the Lessee and the Lessee hereby accepts sole and exclusive possession of the Facility as the Agency has received under the Company Lease.

Section 3.3. Rental Provisions; Pledge of Agreement and Rent. (a) The Lessee covenants to make rental payments which the Agency agrees shall be paid by the Lessee directly to the Trustee on each Lease Rental Payment Date for deposit in the Lessee's Rental Payment Account in an amount equal to the sum of:

(i) with respect to interest due and payable on the Series 1999B Bonds, until the first Interest Payment Date following the original issuance of the Series 1999B Bonds, an amount equal to the quotient obtained by dividing the amount of interest on the Lessee's Portion of the Series 1999B Bonds payable on such first Interest Payment Date (after taking into account the Lessee's Portion of any amounts on deposit in the Interest Account of the Bond Fund) by the number of Lease Rental Payment Dates between the date of original issuance of the Series 1999B Bonds and the Lease Rental Payment Date immediately preceding such first Interest Payment Date, and thereafter (e.g., if the Series 1999B Bonds are issued on December 10, 1999, the amount of the Lease Rental Payment with respect to the interest due on the Lessee's Portion of the Series 1999B Bonds will be one-seventh (1/7) in each case on January 1, 2000, February 1, 2000, March 1, 2000, April 1, 2000, May 1, 2000, June 1, 2000 and July 1, 2000 such that by July 1, 2000 the aggregate amount so paid shall equal the interest due on the Lessee's Portion of the Series 1999B Bonds on August 1, 2000), and thereafter (commencing on the Lease Rental Payment Date as shall correspond to such first Interest Payment Date) in an amount equal to one-sixth (1/6) of the amount of interest which will become due and payable on the Lessee's Portion of the Series 1999B Bonds on each next succeeding Interest Payment Date (after taking into account the Lessee's Portion of any amounts on deposit in the Interest Account of the Bond Fund) (e.g., with respect to the Interest Payment Date due on February 1, 2001, the Lessee shall make lease rental

payments on August 1, 2000, September 1, 2000, October 1, 2000, November 1, 2000, December 1, 2000 and January 1, 2001 equaling in each case one-sixth (1/6) of the Lessee's Portion of the interest on the Series 1999B Bonds as shall become due on February 1, 2001), provided that in any event the aggregate amount so paid with respect to interest on the Lessee's Portion of the Series 1999B Bonds on or before the Lease Rental Payment Date immediately preceding an Interest Payment Date shall be an amount sufficient to pay the interest next becoming due on the Lessee's Portion of the Series 1999B Bonds on such immediately succeeding Interest Payment Date; plus

(ii) with respect to principal due on the Lessee's Portion of the Series 1999B Bonds (other than such principal amounts as shall become due as a mandatory Sinking Fund Installment payment), an amount equal to one-twelfth (1/12) of the amount of the principal of such Series 1999B Bonds Outstanding becoming due on the next principal payment date (other than by reason of mandatory Sinking Fund Installments) commencing on the Lease Rental Payment Date as shall precede such principal payment date by thirteen (13) months, and provided that in any event the aggregate amount so paid with respect to principal on such Series 1999B Bonds on or before the Lease Rental Payment Date immediately preceding a principal payment date of the Series 1999B Bonds shall be an amount sufficient to pay the principal of the Lessee's Portion of the Series 1999B Bonds Outstanding becoming due on such next succeeding principal payment date; plus

(iii) with respect to Sinking Fund Installment payments due on the Lessee's Portion of the Series 1999B Bonds, until the first Sinking Fund Installment payment due following the original issuance of the Series 1999B Bonds, an amount equal to the quotient obtained by dividing the amount of the Lessee's Portion of the Sinking Fund Installment due on the Series 1999B Bonds payable on such first Sinking Fund Installment payment date by the number of Lease Rental Payment Dates between the date of original issuance of the Series 1999B Bonds and the Lease Rental Payment Date immediately preceding such first Sinking Fund Installment payment date (e.g., if the Series 1999B Bonds are issued on December 10, 1999, the amount of each Lease Rental Payment with respect to the Sinking Fund Installment due on the Lessee's Portion of the Series 1999B Bonds will be one-seventh (1/7) in each case on January 1, 2000, February 1, 2000, March 1, 2000, April 1, 2000, May 1, 2000, June 1, 2000 and July 1, 2000 such that by July 1, 2000 the aggregate amount so paid shall equal the Sinking Fund Installment payment due on the Lessee's Portion of the Series 1999B Bonds on August 1, 2000), and thereafter (commencing on the Lease Rental Payment Date as shall correspond to such first Sinking Fund Installment payment date) in an amount equal to one-twelfth (1/12) of the amount of the Lessee's Portion of the Sinking Fund Installment on such Series 1999B Bonds becoming due on the next Sinking Fund Installment payment date; provided that in any event the aggregate amount so paid with respect to the Lessee's Portion of the Sinking Fund Installments on such Series 1999B Bonds on or before the Lease Rental Payment Date immediately preceding a Sinking Fund Installment payment date of the Series 1999B Bonds shall be an amount sufficient to pay the Sinking Fund Installment of the

Lessee's Portion of the Series 1999B Bonds Outstanding becoming due on such next succeeding Sinking Fund Installment payment date.

(b) Upon receipt by the Lessee of notice from the Trustee pursuant to Section 5.10(d) of the Indenture that the amount on deposit in the Tax-Exempt Bond Debt Service Reserve Account shall be less than the Lessee's Portion of the requirement by reason of the occurrence of either circumstances set forth in clause (i) or (ii) below, the Lessee shall pay to the Trustee, for deposit in the Tax-Exempt Bond Debt Service Reserve Account on the first day of each month, commencing on the first day of the month immediately following receipt by the Lessee of notice of such deficiency, until the amount of such deficiency has been satisfied, either (i) one-twelfth (1/12th) of the amount of such deficiency if such deficiency is due to a withdrawal from the Tax-Exempt Bond Debt Service Reserve Account on account of the Lessee's failure to make timely payments pursuant to Section 3.3(a) above or (ii) one-quarter (1/4) of the Lessee's Portion of such deficiency if such deficiency is due to a decrease in the value of the Qualified Investments held in the Tax-Exempt Bond Debt Service Reserve Account.

(c) Notwithstanding anything in the foregoing to the contrary, if the amount on deposit and available in the Lessee's Rental Payment Account on the twenty-eighth day prior to a payment date with respect to the Bonds is not sufficient to pay the principal of, Sinking Fund Installments for, redemption premium, if any, and interest on the Lessee's Portion of the Bonds when due (whether at maturity or by redemption or acceleration or otherwise as provided in the Indenture), the Lessee shall forthwith pay the amount of such deficiency in immediately available funds to the Trustee for deposit in the Bond Fund and such payment shall constitute rental payments under this Section 3.3. The Lessee shall have no obligation to satisfy any deficiency in any Rental Payment Account held by the Trustee other than the Lessee's Rental Payment Account.

(d) In the event the Lessee should fail to make or cause to be made any of the payments required under the foregoing provisions of this Section, the item or installment not so paid shall continue as an obligation of the Lessee until the amount not so paid shall have been fully paid.

(e) The Lessee shall have the option to prepay its rental obligation with respect to the Bonds, in whole or in part at the times and in the manner provided in Article VIII hereof as and to the extent provided in the Indenture for redemption of the Bonds.

(f) At its option, to be exercised on or before the forty-fifth (45th) day next preceding the date any Bonds of a Series are to be redeemed from mandatory Sinking Fund Installments, the Lessee may deliver to the Trustee Bonds of such Series which are subject to mandatory Sinking Fund Installment redemption in an aggregate principal amount not in excess of the Lessee's Portion of the principal amount of Bonds of such Series to be so redeemed on such date. Each such Bond so delivered shall be credited by the Trustee at one hundred percent (100%) of the principal amount thereof against the obligation of the Agency on such Sinking Fund Installment payment date and any excess over the Lessee's Portion of such Sinking Fund

Installment shall be credited against the Lessee's Portion of future Sinking Fund Installments in direct chronological order, and the principal amount of Bonds to be redeemed by operation of the mandatory Sinking Fund Installments shall be accordingly reduced.

(g) No further rental payments need be made to the Agency during the term of this Agreement when and so long as the amount of cash and/or Government Obligations on deposit in the Lessee's Rental Payment Account and the Lessee's Portion of the amounts on deposit in the Accounts in the Debt Service Reserve Fund are sufficient to satisfy and discharge the obligations of the Agency under the Indenture to pay the Lessee's Portion of the Bonds as provided in Section 10.01 of the Indenture.

(h) Pursuant to the Agency Mortgage, the Agency and the Lessee shall grant a lien on and security interest in the Facility prior to the lien of this Agreement, and pursuant to the Indenture the Agency will pledge and assign to the Trustee as security for the Bonds all of the Agency's right, title and interest in this Agreement (except for the Agency's Reserved Rights), including all rental payments hereunder and thereunder, and in furtherance of said pledge the Agency will unconditionally assign such rental payments to the Trustee for deposit in the Bond Fund in accordance with the Indenture; provided that the Lessee shall never be liable for, and no Fund, Account or Subaccount (or portion thereof) created for the benefit of the Lessee under the Indenture shall be used to cure an Event of Default thereunder (other than an Event of Default caused by the Lessee) and no amounts realized pursuant to the grant of the security interest hereunder or to any other Security Document to which the Lessee is a party shall be used to cure an Event of Default hereunder or thereunder (other than an Event of Default of the Lessee). The Lessee hereby consents to the above-described lien and security interest, and pledge and assignment of this Agreement.

(i) The Lessee covenants and agrees that it will comply with the provisions of the Indenture with respect to the Lessee and that the Trustee shall have the power, authority, rights and protections provided in the Indenture. The Lessee further covenants to use its best efforts to cause there to be obtained for the Agency any documents or opinions required of the Agency under the Indenture which relate to the Lessee or its Project.

(j) The Lessee covenants and agrees that it shall transfer, in the following order of priority, as soon as sufficient moneys are available to the Lessee in each month to satisfy such payments, but in no event later than each Lease Rental Payment Date, to the Trustee, (A) amounts, together with one-twelfth (1/12) of the Depreciation Reserve Account Transfer Amount for the Fiscal Year in which such transfer is made, sufficient to satisfy the Lessee's rental payment obligation pursuant to Section 3.3(a) hereof, (B) amounts sufficient to satisfy the Lessee's rental payment obligation pursuant to Section 3.3(b) hereof, and (C) one-twelfth (1/12) of the Depreciation Reserve Account Requirement for the Fiscal Year in which such transfer is made. Such amounts transferred to the Trustee pursuant to this Section 3.3(j) shall be applied by the Trustee as provided in Sections 5.04 and 5.05 of the Indenture.

Section 3.4. Obligation of Lessee Unconditional. The obligation of the Lessee to pay the rent and all other payments provided for in this Agreement and to maintain the Facility in accordance with Section 4.1 of this Agreement shall be an absolute and unconditional general obligation of the Lessee, irrespective of any defense or any rights of set-off, recoupment or counterclaim or deduction and without any rights of suspension, deferment, diminution or reduction it might otherwise have against the Agency, the Trustee or the Holder of any Bond and the obligation of the Lessee shall arise whether or not the Project has been completed as provided in this Agreement. The Lessee will not suspend or discontinue any such payment or terminate this Agreement (other than such termination as is provided for hereunder) for any cause whatsoever, and the Lessee waives all rights now or hereafter conferred by statute or otherwise to quit, terminate, cancel or surrender this Agreement or any obligation of the Lessee under this Agreement or the Facility or any part thereof except as provided in this Agreement or to any abatement, suspension, deferment, diminution or reduction in the rentals or other payments hereunder.

Section 3.5. Grant of Security Interest. (a) In order to secure the payment of rentals and all the obligations of the Lessee hereunder and the payment and performance by the Lessee of its obligations under the Security Documents, the Lessee hereby grants a security interest to the Agency in all of the Lessee's right, title, if any, and interest in and to the fixtures constituting part of the Facility Realty and the Facility Equipment and the proceeds thereof, subject only to Permitted Encumbrances.

(b) The Lessee may grant security interests in its Accounts Receivable in favor of banks or other financial institutions in order to secure a line of credit for working capital purposes, whether by entering into a new credit facility or amending, modifying or extending an existing credit facility; provided, however, that the amount of Indebtedness which may be secured by a security interest granted pursuant to this Section 3.5(b) shall not exceed, in the aggregate, an amount equal to ninety percent (90%) of the Lessee's Accounts Receivable. The Lessee shall deliver a certificate of an Authorized Representative to the Trustee and the Program Facilitator on each January 1, April 1, July 1 and November 1, commencing with the first such date to occur after the initial delivery of the Series 1999B Bonds, demonstrating compliance with said limitation. To the extent that such a certificate shall demonstrate that the Lessee is not in compliance with said limitation, the Lessee shall use its best efforts to repay such outstanding Indebtedness in an amount which will allow it to be in compliance with this Section 3.5(b).

Section 3.6. Agency Mortgage. The Lessee shall not create, permit or suffer to exist any mortgage, encumbrance, lien, security interest, claim or charge against the Facility or any part thereof, or the interest of the Lessee in the Facility or this Agreement except for Permitted Encumbrances. The Lessee covenants that it shall take or cause to be taken all action, including all filing and recording, as may be necessary to ensure that the Agency Mortgage shall constitute a first mortgage lien on, and first security interest in, the Facility.

ARTICLE IV
Maintenance, Taxes,
Payments in Lieu of Taxes
and Insurance

Section 4.1. Maintenance, Alterations and Improvements. (a) During the term of this Agreement, the Lessee will keep the Facility in good and safe operating order and condition, ordinary wear and tear excepted, will occupy, use and operate the Facility in the manner for which it was designed and intended and contemplated by this Agreement, and will make all replacements, renewals and repairs thereto (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen) necessary to ensure that the security for the Bonds shall not be impaired. All replacements, renewals and repairs shall be equal in quality, class and value to the original work and be made and installed in compliance with the requirements of all governmental bodies. The Agency shall be under no obligation to replace, service, test, adjust, erect, maintain or effect replacements, renewals or repairs of the Facility, to effect the replacement of any inadequate, obsolete, worn-out or unsuitable parts of the Facility, or to furnish any utilities or services for the Facility and the Lessee hereby agrees to assume full responsibility therefor.

(b) The Lessee shall have the privilege of making such alterations of or additions to the Facility or any part thereof from time to time as it in its discretion may determine to be desirable for its uses and purposes, provided that (i) the fair market value of the Facility is not reduced below its value immediately before such alteration or addition and the usefulness, structural integrity or operating efficiency of the Facility is not impaired, (ii) such additions or alterations are effected with due diligence, in a good and workmanlike manner and in compliance with all applicable legal requirements, (iii) such additions or alterations are promptly and fully paid for by the Lessee in accordance with the terms of the applicable contract(s) therefor, and in order that the Facility shall at all times be free of any mortgage, lien, charge, encumbrance, security interest or claim other than Permitted Encumbrances, (iv) such additions or alterations are made, in case the estimated cost of such alteration or addition exceeds \$300,000, under the supervision of the Project Supervisor and in accordance with Plans and Specifications and cost estimates approved by the Project Supervisor (which approval shall not be unreasonably withheld) and only after the Lessee shall have furnished the Trustee a labor and materials payment bond, or other security, satisfactory to the Agency and the Trustee, and (v) such additions or alterations do not change the nature of the Facility so that it would not constitute a civic facility and a qualified "project" as defined in and as contemplated by the Act. All alterations of and additions to the Facility shall constitute a part of the Facility, subject to this Agreement, the Company Lease, the Indenture and the Agency Mortgage, and the Lessee shall deliver or cause to be delivered to the Agency appropriate documents as may be necessary to convey leasehold interests to such property to the Agency and to subject such property to this Agreement and the Company Lease and the lien and security interest of the Indenture and the Agency Mortgage, free and clear of all liens, charges, encumbrances, security interests or claims other than Permitted Encumbrances.

(c) The Lessee shall have the right to install or permit to be installed at the Facility Realty machinery, equipment and other personal property not constituting part of the

Facility Equipment (the "Lessee's Property") without subjecting such property to this Agreement and the Company Lease and the lien and security interest of the Indenture and the Agency Mortgage. The Agency shall not be responsible for any loss of or damage to the Lessee's Property. The Lessee shall have the right to create or permit to be created any mortgage, encumbrance, lien or charge on, or conditional sale or other title retention agreement with respect to, the Lessee's Property.

(d) To the extent required by the New York State Finance Law §137, prior to executing any contract with any party for any improvement (as such term is defined in the New York Lien Law) in connection with the Project or the Facility or the provision of any goods or services in connection therewith, and prior to authorizing any party to undertake such improvement (or the provision of such goods and services) without a contract, the Lessee shall deliver to the Agency a copy of the proposed contract therefor along with a bond, in compliance with State Finance Law §137 and otherwise satisfactory to the Agency, guaranteeing prompt payment of monies due all persons furnishing labor or materials for the contractor or his subcontractor in the prosecution of his work provided for in such contract. The Agency shall have no liability or responsibility for the cost of such bond(s). Should the Lessee fail to comply with the foregoing requirement, the Lessee shall immediately cease to be the agent for the Agency in connection with the Project (such agency relationship being deemed to be immediately revoked).

Section 4.2. Removal of Property of the Facility. (a) The Lessee shall have the privilege from time to time of removing from the Facility any fixture constituting part of the Facility Realty or any machinery, equipment, furnishings or other property constituting part of the Facility Equipment (the "Existing Facility Property") and thereby acquiring such Existing Facility Property, provided that, contemporaneously with such removal:

(i) such Existing Facility Property is substituted or replaced by property (A) having equal or greater fair market value, operating efficiency and utility and (B) being free of all mortgages, liens, charges, encumbrances, claims and security interests other than Permitted Encumbrances; or

(ii) if such Existing Facility Property is not to be substituted or replaced by other property but is instead to be sold, scrapped, traded-in or otherwise disposed of in an arms'-length bona fide transaction for consideration in excess of \$5,000, the Lessee shall pay to the Trustee for deposit in the Redemption Account of the Bond Fund the amounts derived from such sale or scrapping, the trade-in value credit received or the proceeds received from such other disposition;

provided, however, no such removal as set forth in paragraph (i) or (ii) above shall be effected if (w) such removal would cause the Facility to cease to be a qualified "project" as defined in and as contemplated by the Act, (x) such removal would impair the usefulness, structural integrity or operating efficiency of the Facility, (y) such removal would reduce the fair market value of the Facility below its value immediately before such removal (except by the amount deposited in the

Redemption Account of the Bond Fund pursuant to paragraph (ii) above), or (z) if there shall exist and be continuing an Event of Default hereunder. Any amounts received pursuant to paragraph (ii) above which are not in excess of \$5,000 shall be retained by the Lessee.

(b) The Lessee shall deliver or cause to be delivered to the Agency and the Trustee appropriate documents conveying to the Agency leasehold interests to any property installed or placed upon the Facility Realty pursuant to Section 4.2(a)(i) hereof and subjecting such substitute or replacement property to this Agreement and the Company Lease, and the lien and security interest of the Agency Mortgage, and upon written request of the Lessee, the Agency shall deliver to the Lessee appropriate documents conveying to the Lessee all of the Agency's right, title and interest, if any, to any property removed from the Facility pursuant to Section 4.2(a) hereof. The Lessee agrees to pay all costs and expenses (including reasonable counsel fees and disbursements) incurred in subjecting to this Agreement and the Company Lease and the lien and security interest of the Agency Mortgage of any property installed or placed on the Facility Realty as part of the Facility pursuant to this Section 4.2 and the conveyance of any Existing Facility Property of the Lessee.

(c) The Lessee shall not, without the prior written consent of the Agency and the Trustee and except as permitted above, part with possession or control of or suffer to allow to pass out of its possession or control any item of the Facility Equipment or change the location of the Facility Equipment or any part thereof from the Facility Realty; provided, however, it is acknowledged that Affiliates of the Lessee may operate or utilize, at the Facility Realty, the Facility Equipment or any part thereof.

(d) The removal from the Facility of any Existing Facility Property pursuant to the provisions of Section 4.2(a) hereof shall not entitle the Lessee to any abatement or reduction in the rentals and other amounts payable by the Lessee under this Agreement.

Section 4.3. Payment in Lieu of Real Estate Taxes.

(a) Description and Address of Project:

The Project consists of the refinancing of the costs of the acquisition, construction, equipping and furnishing of a civic facility consisting of a residential facility for developmentally disabled adults.

The Facility Realty is located at:

<u>Address (Bronx, New York)</u>	<u>Section</u>	<u>Block</u>	<u>Lot</u>
403 Underhill Avenue	14	3498	39

(b) Payments in lieu of Real Estate Taxes.

It is recognized that under the provisions of the Act the Agency is required to pay no real estate taxes upon any of the property acquired by it or under its jurisdiction or control or supervision or upon its activities. In the event the Agency's interest in the Facility shall exempt any portion of the Facility from the imposition of real estate taxes, then, so long as the Lessee (and each other user of the Facility) remains an eligible not-for-profit corporation pursuant to the regulations of the New York City Department of Finance for purposes of determining exemption from New York City real estate taxes, and until the earlier of (i) the payment in full of all of the Lessee's Portion of the Bonds Outstanding in accordance with Section 10.01 of the Indenture, and (ii) the date on which the Agency no longer has an interest in the Facility, the Lessee shall make no payments in lieu of real estate taxes on the land, buildings and improvements constituting part of the Facility. However, to the extent the Lessee is not an eligible not-for-profit corporation pursuant to the regulations of the New York City Department of Finance for purposes of determining exemption from New York City Real Estate Taxes or the Lessee subleases the whole or any portion of the Facility to an entity that is not exempt from New York City real estate taxes and the Lessee would be obligated to pay any New York City real estate taxes, the Lessee shall not claim an exemption from such real estate taxes by virtue of the Agency's leasehold interest in the Facility.

Section 4.4. Taxes, Assessments and Charges. The Lessee shall pay when the same shall become due all taxes and assessments, general and specific, if any, levied and assessed upon or against the Facility, this Agreement, the Company Lease, any estate or interest of the Agency or the Lessee in the Facility, or the rentals hereunder during the term of this Agreement, and all water and sewer charges, special district charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, ordinary or extraordinary, under any present or future law, and charges for public or private utilities or other charges incurred in the occupancy, use, operation, maintenance or upkeep of the Facility, all of which are herein called "Impositions". The Agency shall promptly forward to the Lessee any notice, bill or other statement received by the Agency concerning any Imposition. The Lessee may pay any Imposition in installments if so payable by law, whether or not interest accrues on the unpaid balance.

In the event the Facility is exempt from Impositions solely due to the Agency's leasehold interest in the Facility, the Lessee shall pay all Impositions to the appropriate taxing authorities equivalent to the Impositions which would have been imposed on the Facility if the Agency had no interest in the Facility (unless the Lessee, as an eligible not-for-profit corporation, is exempt for reasons other than the Agency's leasehold interest in the Facility).

Section 4.5. Insurance.

(a) At all times throughout the term of this Agreement, including without limitation during any period of construction or reconstruction of the Facility, the Lessee shall maintain insurance, with insurance companies licensed to do business in the State, against such risks, loss, damage and liability (including liability to third parties) and for such amounts as are customarily insured against by other enterprises of like size and type as that of the Lessee, including, without limitation:

(i) To the extent not covered by the public liability insurance referred to below, Owners & Contractors Protective Liability Insurance for the benefit of the Lessee, the Agency and the Trustee in a minimum amount of \$10,000,000 aggregate coverage for personal injury and property damage;

(ii) Builders' All Risk Insurance written on "100% builders' risk completed value, non-reporting form" including coverage therein for "completion and/or premises occupancy" during any period of construction or reconstruction of the Facility, and coverage for property damage insurance, all of which insurance shall include coverage for removal of debris, insuring the buildings, structures, machinery, equipment, facilities, fixtures and other property constituting a part of the Facility against loss or damage to the Facility by fire, lightning, vandalism, malicious mischief and other casualties, with standard extended coverage endorsement covering perils of windstorm, hail, explosion, aircraft, vehicles and smoke (except as limited in the standard form of extended coverage endorsement at the time in use in the State) at all times in an amount such that the proceeds of such insurance shall be sufficient to prevent the Lessee, the Agency or the Trustee from becoming a co-insurer of any loss under the insurance policies but in any event in amounts equal to not less than the greater of (A) 80% of the actual replacement value of the Facility as determined by a qualified insurance appraiser or insurer (selected by the Lessee and approved by the Agency and the Trustee) not less often than once every year, at the expense of the Lessee, and (B) the Lessee's Portion of the Outstanding Bonds; any such insurance may provide that the insurer is not liable to the extent of the first \$10,000 with the result that the Lessee is its own insurer to the extent of \$10,000 of such risks;

(iii) Public liability insurance in accordance with customary insurance practices for similar operations with respect to the Facility and the business thereby conducted in a minimum amount of \$10,000,000, which insurance (A) will also provide coverage of the Lessee's obligations of indemnity under Section 6.2 hereof, (B) may be effected under overall blanket or excess coverage policies of the Lessee or any Affiliate thereof, provided, however, that at least \$500,000 is effected by a comprehensive liability insurance policy, and (C) shall not contain any provisions for a deductible amount in excess of \$5,000;

(iv) Boiler and machine property damage insurance in respect of any steam and pressure boilers and similar apparatus located on the Facility Realty from risks

normally insured against under boiler and machinery policies and in amounts and with deductibles customarily obtained for similar business enterprises and in each case approved by the Agency and the Trustee;

(v) Workers' compensation insurance, disability benefits insurance and such other forms of insurance which the Lessee or the Agency is required by law to provide covering loss resulting from injury, sickness, disability or death of the employees of the Lessee or any Affiliate thereof, or any contractor or subcontractor performing work with respect to the Facility; the Lessee shall require that all said contractors and subcontractors shall maintain all forms or types of insurance with respect to their employees required by laws;

(vi) Such other insurance in such amounts and against such insurable hazards as the Agency or the Trustee from time to time may reasonably require.

(b) All insurance required by Section 4.5(a) above shall be procured and maintained in financially sound and generally recognized responsible insurance companies authorized to write such insurance in the State. At least once every two fiscal years, the Lessee agrees to deliver a certificate of an independent insurance consultant to the Trustee which indicates that the insurance then maintained by the Lessee meets the requirements of Section 4.5(a).

(c) Each of the policies or binders evidencing the insurance required above to be obtained shall

(i) designate (except in the case of workers' compensation insurance) the Lessee, the Trustee and the Agency as additional insureds as their respective interests may appear;

(ii) provide that all insurance proceeds with respect to loss or damage to the property of the Facility be endorsed and made payable to the Trustee and shall name the Trustee as a loss payee under the standard loss payee clause and as a mortgagee under the terms of a standard mortgage clause, which insurance proceeds shall be paid over to the Trustee and deposited in the Lessee's Account in the Renewal Fund;

(iii) provide that there shall be no recourse against the Agency or the Trustee for the payment of premiums or commissions or (if such policies or binders provide for the payment thereof) additional premiums or assessments;

(iv) provide that in respect of the respective interests of the Agency and the Trustee in such policies, the insurance shall not be invalidated by any action or inaction of the Lessee or any other Person and shall insure the Agency and the Trustee regardless of, and any losses shall be payable notwithstanding, any such action or inaction;

(v) provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried by the Agency or the Trustee to the extent that such other insurance provides the Agency or the Trustee, as the case may be, with contingent and/or excess liability insurance with respect to its respective interest as such in the Facility;

(vi) provide that if the insurers cancel such insurance for any reason whatsoever, including the Lessee's failure to pay any accrued premium, or the same is allowed to lapse or expire, or there be any reduction in amount, or any material change is made in the coverage, such cancellation, lapse, expiration, reduction or change shall not be effective as to the Agency or the Trustee until at least thirty (30) days after receipt by the Agency and the Trustee, respectively, of written notice by such insurers of such cancellation, lapse, expiration, reduction or change;

(vii) waive any right of subrogation of the insurers thereunder against any Person insured under such policy, and waive any right of the insurers to any setoff or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any Person insured under such policy; and

(viii) contain such other terms and provisions as any owner or operator of facilities similar to the Facility would, in the prudent management of its properties, require to be contained in policies, binders or interim insurance contracts with respect to facilities similar to the Facility owned or operated by it.

(d) The Net Proceeds of any insurance received with respect to any loss or damage to the property of the Facility shall be deposited in the Lessee's Account in the Renewal Fund and applied in accordance with Section 5.1 hereof and the Indenture.

(c) Concurrently with the original issuance of the Series 1999B Bonds, the Lessee shall deliver or cause to be delivered to the Agency and the Trustee duplicate copies of insurance policies, binders or certificates of insurance evidencing compliance with the insurance requirements of this Section 4.5. At least seven (7) Business Days prior to the expiration of any such policy, the Lessee shall furnish the Agency and the Trustee with evidence that such policy has been renewed or replaced or is no longer required by this Agreement.

(f) The Lessee shall, at its own cost and expense, make all proofs of loss and take all other steps necessary or reasonably requested by the Agency or the Trustee to collect from insurers for any loss covered by any insurance required to be obtained by this Section 4.5. The Lessee shall not do any act, or suffer or permit any act to be done, whereby any insurance required by this Section 4.5 would or might be suspended or impaired.

(g) THE AGENCY DOES NOT IN ANY WAY REPRESENT THAT THE INSURANCE SPECIFIED HEREIN, WHETHER IN SCOPE OR COVERAGE OR LIMITS OF

COVERAGE, IS ADEQUATE OR SUFFICIENT TO PROTECT THE BUSINESS OR INTEREST OF THE LESSEE.

Section 4.6. Advances by Agency or Bondholders. In the event the Lessee fails to make any payment or perform or observe any obligation required of it under this Agreement, the Agency or any Bondholder, after first notifying the Lessee of any such failure on its part and after any applicable grace period, may (but shall not be obligated to), and without waiver of any of the rights of the Agency or such Bondholder under this Agreement, the Indenture or any other Security Documents, make such payment or otherwise cure any failure by the Lessee to perform and observe its other obligations hereunder. All amounts so advanced therefor by the Agency or such Bondholder shall become an additional obligation of the Lessee to the Agency or such Bondholder, which amounts, together with interest thereon at the rate of the Trustee's "prime rate" plus two percent (2%) per annum from the date advanced, the Lessee will pay upon demand therefor by the Agency or such Bondholder. Any remedy herein vested in the Agency, the Trustee or Bondholders for the collection of the rental payments or other amounts due hereunder shall also be available to the Agency or such Bondholder for the collection of all such amounts so advanced.

Section 4.7. Compliance with Law. The Lessee agrees that it will, throughout the term of this Agreement and at its sole cost and expense, promptly observe and comply with all Federal, State and local statutes, codes, laws, acts, ordinances, orders, judgments, decrees, rules, regulations and authorizations, whether foreseen or unforeseen, ordinary or extraordinary, which shall now or at any time hereafter be binding upon or applicable to the Lessee, any occupant, user or operator of the Facility or any portion thereof (including without limitation those relating to zoning, land use, environmental protection, air, water and land pollution, toxic wastes, hazardous wastes, solid wastes, wetlands, health, safety, equal opportunity, minimum wages, and employment practices) (the "Legal Requirements"), and will observe and comply with all conditions, requirements, and schedules necessary to preserve and extend all rights, licenses, permits (including, without limitation, zoning variances, special exception and non-conforming uses), privileges, franchises and concessions. The Lessee and the Agency will not, without the prior written consent of each other and the Trustee (which consents shall not be unreasonably withheld or delayed), initiate, join in or consent to any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Facility or any part thereof. The Lessee shall indemnify and hold harmless the Indemnified Parties (as defined in Section 6.2 hereof) from and against all loss, cost, liability and expense (a) in any manner arising out of or related to any violation of or failure by the Lessee to comply with any Legal Requirement or (b) imposed upon the Lessee or any of the Indemnified Parties by any Legal Requirement; in case any action or proceedings is brought against any of the Indemnified Parties in respect to any Legal Requirement, the Lessee shall upon notice from any of the Indemnified Parties defend such action or proceeding by counsel reasonably satisfactory to the Indemnified Party.

The Lessee may contest in good faith the validity, existence or applicability of any of the foregoing if (i) such contest shall not result in the Facility or any part thereof or interest

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therein being in any danger of being sold, forfeited or lost, (ii) such contest shall not result in the Lessee, the Agency or the Trustee being in any danger of any civil or any criminal liability other than normal accrual of interest, for failure to comply therewith, and (iii) the Lessee shall have furnished such security, if any, as may be reasonably requested by the Agency or the Trustee to protect the security intended to be offered by the Security Documents.

ARTICLE V
Damage, Destruction and Condemnation

Section 5.1. Damage, Destruction and Condemnation.

(a) In the event that at any time during the term of this Agreement any Facility Component shall be damaged or destroyed, or taken or condemned by a competent authority for any public use or purpose, or by agreement between the Agency and those authorized to exercise such right, or if the temporary use of any Facility Component shall be so taken by condemnation or agreement (a "Loss Event"):

(i) the Agency shall have no obligation to rebuild, replace, repair or restore said Facility Component,

(ii) there shall be no abatement, postponement or reduction in the rent or other amounts payable by the Lessee under this Agreement, and

(iii) the Lessee will promptly give written notice of such Loss Event to the Agency and the Trustee, generally describing the nature and extent thereof.

(b) Upon the occurrence of a Loss Event, the Net Proceeds derived therefrom shall be paid to the Trustee and deposited in the Lessee's Account in the Renewal Fund and the Lessee shall either:

(i) at its own cost and expense (except to the extent paid from the Net Proceeds deposited in the Lessee's Account in the Renewal Fund as provided below and in Section 5.03 of the Indenture) upon a determination by the Lessee that (a) the Facility Component can be restored within a one year period to its condition preceding such damage or destruction, (b) the normal operation of the Lessee at the Facility Component will not be restricted for a period of one year or more, and (c) it would be economically feasible for the Lessee to restore or repair the Facility Component, the Lessee shall promptly and diligently rebuild, replace, repair or restore the Facility Component to substantially its condition immediately prior to the Loss Event, or to a condition of at least equivalent value, operating efficiency and function, regardless of whether or not the Net Proceeds derived from the Loss Event shall be sufficient to pay the cost thereof, and the Lessee shall not by reason of payment of any such excess costs be entitled to any reimbursement from the Agency, the Trustee or any Bondholder, nor shall the rent or other amounts payable by the Lessee under this Agreement be abated, postponed or reduced, or

(ii) if, to the extent and upon the conditions permitted to do so under Section 8.1 hereof and under the Indenture, exercise its option to purchase the Facility Component and make advance rental payments to redeem the Lessee's Portion of the Bonds in accordance with Section 2.03(b) of the Indenture.

Not later than one hundred twenty (120) days after the occurrence of a Loss Event, the Lessee shall advise the Agency and the Trustee in writing of the action to be taken by the Lessee under this Section 5.1(b), a failure to so timely notify being deemed an election in favor of subdivision (i) above to be exercised in accordance with the provisions of clause (i) above.

If the Lessee shall elect to or shall otherwise be required to rebuild, replace, repair or restore the Facility as set forth in subdivision (i) above, the Trustee shall disburse the Net Proceeds from the Lessee's Account in the Renewal Fund in the manner set forth in Section 5.03 of the Indenture to pay or reimburse the Lessee, at the election of the Lessee, either as such work progresses or upon the completion thereof, provided, however, the amounts so disbursed by the Trustee to the Lessee shall not exceed the actual cost of such work. If, on the other hand, the Lessee shall, if permitted under this Agreement and the Indenture, exercise its option in subdivision (ii) above, the Trustee shall transfer the Net Proceeds from the Lessee's Account in the Renewal Fund to the Redemption Account of the Bond Fund to be applied to the partial redemption of the Lessee's Portion of the Bonds in accordance with the Indenture.

(c) All such rebuilding, replacements, repairs or restorations shall

(i) automatically be deemed a part of the Facility Component and be subject to this Agreement and the Company Lease and the lien and security interest of the Agency Mortgage,

(ii) be in accordance with plans and specifications and cost estimates delivered to the Trustee,

(iii) not change the nature of the Facility Component as a qualified "project" as defined in and as contemplated by the Act,

(iv) if requested by the Trustee upon direction of the Bondholders, be preceded by the furnishing by the Lessee to the Agency and the Trustee of a labor and materials payment bond, or other security, reasonably satisfactory to the Agency,

(v) be effected with due diligence in a good and workmanlike manner, in compliance with all applicable legal requirements and be promptly and fully paid for by the Lessee in accordance with the terms of the applicable contract(s) therefor, and

(vi) if the estimated cost of such rebuilding, replacement, repair or restoration be in excess of \$300,000, be effected under the supervision of the Project Supervisor.

(d) Pending the disbursement or transfer thereof, the Net Proceeds in the Lessee's Account in the Renewal Fund shall be applied and may be invested as provided in the Indenture.

(c) The Agency, the Trustee and the Lessee shall cooperate and consult with each other in all matters pertaining to the settlement, compromising, arbitration or adjustment of any claim or demand on account of any Loss Event, and the settlement, compromising, arbitration or adjustment of any such claim or demand shall be subject to the approval of the Lessee and the Trustee (such approvals not to be unreasonably withheld).

(f) If all or substantially all of the Facility shall be taken or condemned, or if the taking or condemnation renders the Facility unsuitable for use by the Lessee as contemplated hereby, the Lessee shall exercise its option to make advance rental payments pursuant to Section 8.1 hereof, and the amount of the Net Proceeds so recovered shall be transferred from the Lessee's Account in the Renewal Fund and deposited in the Redemption Account of the Bond Fund, and the Lessee shall thereupon pay to the Trustee for deposit in the Redemption Account of the Bond Fund an amount which, when added to any amounts then in the Bond Fund and available for that purpose, shall be sufficient to retire and redeem the Lessee's Portion of the Bonds in whole at the earliest possible date (including, without limitation, principal and interest to the maturity or redemption date and redemption premium, if any), and to pay the expenses of redemption, the fees and expenses of the Agency, the Bond Registrar, the Trustee and the Paying Agents, together with all other amounts due under the Indenture and under this Agreement, and such amount shall be applied, together with such other available moneys in such Bond Fund, if applicable, to such redemption or retirement of the Bonds on said redemption or maturity date.

(g) The Lessee shall be entitled to any insurance proceeds or condemnation award, compensation or damages attributable to moving expenses, Lessee's Property or other improvements, machinery, equipment or other property installed on or about the Facility Realty but which, at the time of such damage or taking, is not part of the Facility nor subject to the Agency Mortgage and is owned by the Lessee.

(h) The Lessee hereby waives the provisions of Section 227 of the New York Real Property Law or any law of like import now or hereafter in effect.

ARTICLE VI
Particular Covenants

Section 6.1. Dissolution or Merger of Lessee; Restrictions on Lessee. The Lessee covenants and agrees that at all times during the term of this Agreement, it will (i) maintain its corporate existence, (ii) continue to be a not-for-profit corporation subject to service of process in the State and either organized under the laws of the State, or organized under the laws of any other state of the United States and duly qualified to do business as a foreign corporation in the State which, so long as any Tax-Exempt Bonds are Outstanding, shall constitute a Tax-Exempt Organization, (iii) not liquidate, wind-up or dissolve or otherwise dispose of all or substantially all of its property, business or assets remaining after the execution and delivery of this Agreement, and (iv) not consolidate with or merge into another corporation or permit one or more corporations to consolidate with or merge into it. The Lessee may, however, without violating the foregoing, consolidate with or merge into another not-for-profit corporation which, for so long as any Tax-Exempt Bonds remain Outstanding, shall constitute a Tax-Exempt Organization, or permit one or more not-for-profit corporations which, for so long as Tax-Exempt Bonds remain Outstanding, shall constitute a Tax-Exempt Organization to consolidate with or merge into it, or sell or otherwise transfer all or substantially all of its property, business or assets to another such not-for-profit corporation as shall constitute a Tax-Exempt Organization (and thereafter liquidate, wind-up or dissolve or not, as the Lessee may elect) if (a) such merger or consolidation does not result in a default under the Indenture or this Agreement, (b) such merger or consolidation does not, in the Opinion of Nationally Recognized Bond Counsel, affect the exclusion of the interest on any Tax-Exempt Bonds then Outstanding from gross income for Federal income tax purposes, and (c) (i) the Lessee is the surviving, resulting or transferee not-for-profit corporation which, for so long as any Tax-Exempt Bonds remain Outstanding, shall constitute a Tax-Exempt Organization, as the case may be, or (ii) in the event that the Lessee is not the surviving, resulting or transferee not-for-profit corporation which, for so long as any Tax-Exempt Bonds remain Outstanding shall constitute a Tax-Exempt Organization, as the case may be, such not-for-profit corporation (A) is a solvent not-for-profit corporation subject to service of process in the State and either organized under the laws of the State, or organized under the laws of any other state of the United States and duly qualified to do business as a foreign corporation in the State, (B) for so long as any Tax-Exempt Bonds remain Outstanding, is a Tax-Exempt Organization, and, if such not-for-profit corporation is not a Tax-Exempt Organization, in the Opinion of Counsel, no registration of any securities in connection with the sale of any Series 1999B-2 Bonds shall be required under the Securities Act of 1933, as amended, and the Indenture shall not be required to be qualified under the Trust Indenture Act of 1939, as amended, (C) assumes in writing all of the obligations of the Lessee contained in this Agreement and all other Security Documents to which the Lessee shall be a party, and, in the Opinion of Counsel, (w) if any Tax-Exempt Bonds are Outstanding, such not-for-profit corporation is a Tax-Exempt Organization, (x) shall be bound by all of the terms applicable to the Lessee of this Agreement and all other Security Documents to which the predecessor Lessee corporation shall have been a party, (y) such action does not legally impair the security for the Holders of the Bonds afforded by the Security Documents, and (z) all licenses and certifications of the Lessee necessary or desirable to the operation of the Facility in the manner in which it was operated by the Lessee immediately prior to such consolidation, merger, sale or transfer have been transferred to or reissued in the name of such not-for-profit corporation and remain in full force and effect, and (D) has a combined net worth

and fund balance (as determined in accordance with generally accepted accounting principles and certified by an independent public accountant) after the merger, consolidation, sale or transfer at least equal to that of the Lessee immediately prior to such merger, consolidation, sale or transfer. The Lessee further covenants and agrees that it is and throughout the term of this Agreement will continue to be duly qualified to do business in the State and that any not-for-profit corporation succeeding to the rights of the Lessee under this Agreement shall be and continue to be duly qualified to do business in the State.

Section 6.2. Indemnity. (a) The Lessee shall at all times protect and hold the Agency, the Trustee, the Bond Registrar, the Paying Agents, the Underwriter and the Program Facilitator (collectively, the "Indemnified Parties") harmless of, from and against any and all claims (whether in tort, contract or otherwise), demands, expenses and liabilities for losses, damage, injury and liability of every kind and nature and however caused, and taxes (of any kind and by whomsoever imposed), other than, with respect to any Indemnified Party, losses arising from the gross negligence or willful misconduct of such Indemnified Party, arising upon or about the Facility or resulting from, arising out of, or in any way connected with (i) the financing of the costs of the Facility and the marketing, issuance, sale and remarketing of the Agency's Bonds for such purpose, (ii) the planning, design, acquisition, site preparation, construction, renovation, equipping, installation or completion of the Project or any part thereof or the effecting of any work done in or about the Facility, (iii) any defects (whether latent or patent) in the Facility, (iv) the maintenance, repair, replacement, restoration, rebuilding, upkeep, use, occupancy, ownership, leasing, subletting or operation of the Facility or any portion thereof, or (v) this Agreement, the Indenture or any other Security Document or other document or instrument delivered in connection herewith or therewith or the enforcement of any of the terms or provisions hereof or thereof or the transactions contemplated hereby or thereby. Such indemnification set forth above shall be binding upon the Lessee for any and all claims, demands, expenses, liabilities and taxes set forth herein and shall survive the termination of this Agreement. No Indemnified Party shall be liable for any damage or injury to the person or property of the Lessee or its directors, officers, employees, agents or servants or persons under the control or supervision of the Lessee or any other Person who may be about the Facility, due to any act or negligence of any Person other than for the gross negligence or willful misconduct of such Indemnified Party.

(b) The Lessee releases each Indemnified Party from, and agrees that no Indemnified Party shall be liable for and agrees to indemnify and hold each Indemnified Party harmless against any expense, loss, damage, injury or liability incurred because of any lawsuit commenced as a result of action taken by such Indemnified Party with respect to any of the matters set forth in subdivision (i) through (v) of Section 6.2(a) hereof or at the direction of the Lessee with respect to any of such matters above referred to. An Indemnified Party shall promptly notify the Lessee in writing of any claim or action brought against such Indemnified Party in which indemnity may be sought against the Lessee pursuant to this Section 6.2; such notice shall be given in sufficient time to allow the Lessee to defend or participate in such claim or action, but the failure to give such notice in sufficient time shall not constitute a defense hereunder nor in any way impair the obligations of the Lessee under this Section 6.2.

(c) In addition to and without limitation of all other representations, warranties and covenants made by the Lessee under this Agreement, the Lessee further represents, warrants and covenants that the Lessee has not used Hazardous Materials (as defined hereinafter) on, from, or affecting the Facility in any manner which violates Federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and that, except as set forth in a certain Phase I Environmental Site Assessments prepared by Ambient Labs Inc., dated June 25, 1999, for the Facility Realty, a true and correct copy of which the Lessee has delivered to the Agency (the "Audit"), to the best of the Lessee's knowledge, no prior owner of the Facility or any tenant, subtenant, prior tenant or prior subtenant have used Hazardous Materials on, from, or affecting the Facility in any manner which violates Federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. Without limiting the foregoing, the Lessee shall not cause or permit the Facility or any part of either thereof to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all applicable Federal, state and local laws or regulations, nor shall the Lessee cause or permit, as a result of any intentional or unintentional act or omission on the part of the Lessee or any tenant or subtenant, a release of Hazardous Materials onto the Facility or onto any other property. The Lessee shall comply with and ensure compliance by all tenants and subtenants with all applicable Federal, state and local laws, ordinances, rules and regulations, whenever and by whomever triggered, and shall obtain and comply with, and ensure that all tenants and subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder. The Lessee shall (i) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials, on, from, or affecting the Facility (x) in accordance with all applicable Federal, state and local laws, ordinances, rules, regulations, and policies, (y) to the satisfaction of the Agency and the Trustee, and (z) in accordance with the orders and directives of all Federal, state and local governmental authorities, and (ii) defend, indemnify, and hold harmless each Indemnified Party from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (w) the presence, disposal, release, or threatened release of any Hazardous Materials which are on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (x) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (y) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials, and/or (z) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Agency or the Trustee, which are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. In the event the Agency Mortgage is foreclosed, or a deed in lieu of foreclosure is tendered, or this Agreement is terminated, the Lessee shall deliver the Facility free of any and all Hazardous Materials so that the conditions of the Facility shall conform with all applicable Federal, state and local laws, ordinances, rules or regulations affecting the Facility. For purposes

of this paragraph, "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 5101 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, state or local environmental law, ordinance, rule, or regulation. The provisions of this paragraph shall be in addition to any and all other obligations and liabilities the Lessee may have to any Indemnified Party at common law, and shall survive the termination of this Agreement.

The parties hereto agree that the reference in this Section 6.2(c) to the Audit is not intended, and should not be deemed to intend, to modify, qualify, reduce or diminish the Lessee's obligations to carry out and perform all of the covenants stated throughout this Section 6.2, including but not limited to, those covenants wherein the Lessee is obligated to indemnify each Indemnified Party and comply with all laws, ordinances, rules and regulations pertaining to Hazardous Materials.

(d) The indemnifications and protections set forth in this Section 6.2 shall be extended, with respect to each Indemnified Party, to its members, directors, officers, employees, agents and servants and persons under its control or supervision.

(e) To effectuate the purposes of this Section 6.2, the Lessee will provide for and insure (to the extent such insurance is available at commercially reasonable rates), in the public liability policies required in Section 4.5 hercof, not only its own liability in respect of the matters therein mentioned but also the liability pursuant to this Section 6.2. Anything to the contrary in this Agreement notwithstanding, the covenants of the Lessee contained in this Section 6.2 shall remain in full force and effect after the termination of this Agreement until the later of (i) the expiration of the period stated in the applicable statute of limitations during which a claim or cause of action may be brought and (ii) payment in full or the satisfaction of such claim or cause of action and of all expenses and charges incurred by the Indemnified Party relating to the enforcement of the provisions herein specified.

(f) For the purposes of this Section 6.2, the Lessee shall not be deemed an employee, agent or servant of the Agency or a person under the Agency's control or supervision.

Section 6.3. Compensation and Expenses of Trustee, Bond Registrar, Paying Agents and Agency. The Lessee shall, to the extent not paid out of the proceeds of the Bonds as financing expenses, pay the Lessee's Portion of the following annual fees, charges and expenses and other amounts: (i) the initial and annual fees of the Trustee for the ordinary services of the Trustee rendered and its ordinary expenses incurred under the Indenture, including fees and expenses as Bond Registrar and in connection with preparation of new Bonds upon exchanges or transfers or making any investments in accordance with the Indenture, (ii) the reasonable fees and charges of the Trustee and any Paying Agents on the Bonds for acting as paying agents as

provided in the Indenture, including the reasonable fees of its counsel, (iii) the reasonable fees and charges of the Trustee for extraordinary services rendered by it and extraordinary expenses incurred by it under the Indenture, including reasonable counsel fees, and (iv) the fees, costs and expenses of the Bond Registrar, and the fees, costs and expenses (including legal, accounting and other administrative expenses) of the Agency. The Lessee shall further pay the reasonable fees, costs and expenses of the Agency together with any reasonable fees and disbursements incurred by the Agency's Bond Counsel and General Counsel in performing services for the Agency in connection with this Agreement or the Indenture or any other Security Document. Such fees and expenses shall be due and payable upon receipt of an invoice therefor.

The Lessee further agrees to pay on the date of issuance of the Series 1999B Bonds an agreed upon proportion of the Agency's fee of \$81,868 less the application fee and to pay, as an annual administrative servicing fee to the Agency, the amount of \$500 payable initially on the sale and delivery by the Agency of the Series 1999B Bonds and on every January 1 thereafter until the termination of this Agreement.

Section 6.4. Retention of Title to Facility; Grant of Easements; Release of Certain Land. The Lessee shall not sell, assign, encumber (other than Permitted Encumbrances), convey or otherwise dispose of the Facility or any part thereof or interest therein during the term of this Agreement, except as set forth below and in Sections 4.2 and 7.2 hereof, without the prior written consent of the Agency and the Trustee and any purported disposition without such consent shall be void.

The Lessee may, with the prior written consent of the Trustee, so long as there exists no Event of Default hereunder, grant such rights of way or easements over, across, or under, the Facility Realty, or grant such permits or licenses in respect to the use thereof, free from the leasehold estate of the Company Lease and this Agreement and the lien of the Agency Mortgage, as shall be necessary or convenient for the operation or use of the Facility, provided that such leases, rights-of-way, easements, permits or licenses shall not adversely affect the use or operation of the Facility, and provided, further, that any consideration received by the Lessee from the granting of said leases, rights of way, easements, permits or licenses shall be paid to the Trustee and deposited in the Redemption Account of the Bond Fund. The Agency agrees, at the sole cost and expense of the Lessee, to execute and deliver and to cause and direct the Trustee to execute and deliver any and all instruments necessary or appropriate to confirm and grant any such right of way or easement or any such permit or license and to release the same from the leasehold estate of this Agreement and the lien of the Agency Mortgage.

Notwithstanding any other provision of this Agreement, so long as there exists no Event of Default hereunder, the Lessee may from time to time request in writing to the Agency the release of and removal from the Company Lease and this Agreement and the leasehold estate created hereby and the release from the lien of the Agency Mortgage of any unimproved part of the Facility Realty (on which none of the improvements, including the buildings, structures, improvements, related facilities, machinery, equipment, major appurtenances, fixtures or other property comprising the Facility are situated) provided that such release and removal will not adversely affect the use or operation of the Facility. Upon any such request by the Lessee, the

Agency and the Trustee shall, at the sole cost and expense of the Lessee, execute and deliver any and all instruments necessary or appropriate to so release and remove such portion of the Facility Realty and convey all of the Agency's right, title and interest, if any, thereto to the Lessee or such Person as the Lessee may designate subject to the following: (a) any liens, easements, encumbrances and reservations to which the Agency's leasehold interest in said property was subject at the time of recording of this Agreement; (b) any liens, easements and encumbrances created at the request of the Lessee or to the creation or suffering of which the Lessee consented; (c) any liens and encumbrances or reservations resulting from the failure of the Lessee to perform or observe any of the agreements on its part contained in this Agreement; (d) Permitted Encumbrances (other than the lien of this Agreement and the Agency Mortgage); and (e) any liens for taxes or assessments not then delinquent; provided, that, no such release shall be effected unless there shall be deposited with the Trustee the following:

(1) A certificate of an Independent Engineer, dated not more than sixty (60) days prior to the date of the release, stating that, in the opinion of the person signing such certificate, the portion of the Facility Realty and the release so proposed to be made is not needed for the operation of the Facility, will not materially adversely affect the use or operation of the Facility and will not destroy the means of ingress thereto and egress therefrom; and

(2) An amount of cash for deposit in the Redemption Account of the Bond Fund equal to the greatest of (A) the original cost of such portion of the Facility Realty so released, such cost to be determined by the appraisal of an independent real estate brokerage firm of recognized standing within the City within six months of such release, (B) the fair market value of such portion, such value to be determined by the appraisal of an independent real estate brokerage firm of recognized standing within the City, and (C) if such portion is released in connection with the sale of such portion, the amount received by the Lessee upon such sale.

No conveyance or release effected under the provisions of this Section 6.4 shall entitle the Lessee to any abatement or diminution of the rents payable under Section 3.3 hereof or the other payments required to be made by the Lessee under this Agreement.

Section 6.5. Lessee's Covenant as to Tax Exemption. (a) The Lessee covenants with the Agency, with the Trustee and with each of the Holders of the Bonds, that it will comply with all of the terms, provisions and conditions set forth in the Tax Regulatory Agreement, including, without limitation, the making of any payments and filings required thereunder.

(b) The representations, warranties, covenants and statements of expectation of the Lessee set forth in the Tax Regulatory Agreement are by this reference incorporated in this Agreement as though fully set forth herein.

(c) The obligation of the Lessee to make the payments provided for in this Section shall be absolute and unconditional, and the failure of the Agency, the Trustee or any

other Person to execute or deliver or cause to be delivered any documents or to take any action required under this Agreement or otherwise shall not relieve the Lessee of its obligation under this Section.

Section 6.6. Financial Statements; No-Default Certificates. (a) The Lessee agrees to furnish to the Agency (upon the Agency's written request therefor), the Trustee, the Program Facilitator, the Underwriter and any Bondholder of at least \$1,000,000 in Bonds who has requested the receipt thereof in writing, as soon as available and in any event within one hundred fifty (150) days after the close of each Fiscal Year of the Lessee, a copy of the annual audited consolidated financial statements of the Lessee and its subsidiaries, including consolidating balance sheets as at the end of such year, and the related statements of income, balances, earnings, retained earnings and changes in financial position for such Fiscal Year, prepared in accordance with generally accepted accounting principles and practices, accompanied by an opinion of an independent certified public accountant.

(b) The Lessee shall deliver to the Agency (upon the Agency's written request therefor) and the Trustee with each delivery of annual financial statements required by Section 6.6(a)(i) hereof, (i) a certificate of an Authorized Representative of the Lessee as to whether or not, as of the close of such preceding Fiscal Year of the Lessee, and at all times during such Fiscal Year, the Lessee was in compliance with all the provisions which relate to the Lessee in this Agreement and in any other Security Document to which it shall be a party, and if such Authorized Representative shall have obtained knowledge of any default in such compliance or notice of such default, he shall disclose in such certificate such default or defaults or notice thereof and the nature thereof, whether or not the same shall constitute an Event of Default hereunder, and any action proposed to be taken by the Lessee with respect thereto, and (ii) a certificate of an Authorized Representative of the Lessee that the insurance it maintains complies with the provisions of Section 4.5 of this Agreement, that such insurance has been in full force and effect at all times during the preceding Fiscal Year of the Lessee, and that duplicate copies of all policies or certificates thereof have been filed with the Agency and the Trustee and are in full force and effect. In addition, upon twenty (20) days prior written request by the Agency or the Trustee, the Lessee will execute, acknowledge and deliver to the Agency and the Trustee a certificate of an Authorized Representative of the Lessee either stating that to his knowledge no default or breach exists hereunder or specifying each such default or breach of which he has knowledge.

(c) The Lessee shall immediately notify the Agency and the Trustee of the occurrence of any Event of Default or any event which with notice and/or lapse of time would constitute an Event of Default under any Security Document of which it has knowledge. Any notice required to be given pursuant to this subsection shall be signed by an Authorized Representative of the Lessee and set forth a description of the default and the steps, if any, being taken to cure said default. If no steps have been taken, the Lessee shall state this fact on the notice.

Section 6.7. Discharge of Liens. (a) If any lien, encumbrance or charge is filed or asserted, or any judgment, decree, order, levy or process of any court or governmental body

is entered, made or issued or any claim (such liens, encumbrances, charges, judgments, decrees, orders, levies, processes and claims being herein collectively called "Liens"), whether or not valid, is made against the Facility or any part thereof or the interest therein of the Agency, the Lessee or the Trustee, against any property pledged by the Lessee under any Security Document or against any of the rentals or other amounts payable under this Agreement or the interest of the Lessee under this Agreement other than Liens for Impositions (as defined in Section 4.4) not yet payable, or payable without the addition of any fine, penalty, interest or cost for non-payment, Permitted Encumbrances, or Liens being contested as permitted by Section 6.7(b), the Lessee forthwith upon receipt of notice of the filing, assertion, entry or issuance of such Lien (regardless of the source of such notice) shall give written notice thereof to the Agency and the Trustee and take all action (including the payment of money and/or the securing of a bond) at its own cost and expense (unless such liens resulted solely from the act or omission of the Agency or the Trustee) as may be necessary or appropriate to obtain the discharge in full thereof and to remove or nullify the basis therefor. Nothing contained in this Agreement shall be construed as constituting the express or implied consent to or permission of the Agency for the performance of any labor or services or the furnishing of any materials that would give rise to any Lien against the Agency's interest in the Facility.

(b) The Lessee may at its sole expense contest (after prior written notice to the Agency and the Trustee), by appropriate action conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Lien, if (1) such proceeding shall suspend the execution or enforcement of such Lien against the Facility or any part thereof or interest therein, or in the Lease Agreement, of the Agency, the Lessee or the Trustee or against any of the rentals or other amounts payable under this Agreement, (2) neither the Facility thereof or interest therein would be in any danger of being sold, forfeited or lost, (3) neither the Lessee, the Agency nor the Trustee would be in any danger of any civil or any criminal liability, other than normal accrual of interest, for failure to comply therewith, and (4) the Lessee shall have furnished such security, if any, as may be required in such proceedings or as may be reasonably requested by the Trustee to protect the security intended to be offered by the Indenture and the Agency Mortgage.

Section 6.8. Agency's Authority; Covenant of Quiet Enjoyment. The Agency covenants and agrees that it has full right and lawful authority to enter into this Agreement for the full term hereof, and that, subject to the terms and provisions of the Agency Mortgage, the Indenture and Permitted Encumbrances, so long as the Lessee shall pay the rent and all other sums payable by it under this Agreement and shall duly observe all the covenants, stipulations and agreements herein contained obligatory upon it and an Event of Default shall not exist hereunder, the Lessee shall have, hold and enjoy, during the term hereof, peaceful, quiet and undisputed possession of the Facility, and the Agency (at the sole cost and expense of the Lessee) shall from time to time take all necessary action to that end, subject to Permitted Encumbrances.

Section 6.9. No Warranty of Condition or Suitability. THE AGENCY HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION,

FITNESS, DESIGN, OPERATION OR WORKMANSHIP OF ANY PART OF THE FACILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN THE FACILITY, OR THE SUITABILITY OF THE FACILITY FOR THE PURPOSES OR NEEDS OF THE LESSEE OR THE EXTENT TO WHICH PROCEEDS DERIVED FROM THE SALE OF THE BONDS WILL BE SUFFICIENT TO PAY THE COST OF COMPLETION OF THE PROJECT. THE LESSEE ACKNOWLEDGES THAT THE AGENCY IS NOT THE MANUFACTURER OF THE FACILITY EQUIPMENT NOR THE MANUFACTURER'S AGENT NOR A DEALER THEREIN. THE LESSEE IS SATISFIED THAT THE FACILITY IS SUITABLE AND FIT FOR ITS PURPOSES. THE AGENCY SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER TO THE LESSEE OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY THE PROPERTY OF THE FACILITY OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OF OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED.

Section 6.10. Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in the Earnings Fund, the Rebate Fund or the Bond Fund upon the expiration or termination of the term of all Participant Lease Agreements as provided therein, after payment in full of the Bonds (in accordance with Section 10.01 of the Indenture), the fees, charges and expenses of the Trustee, the Bond Registrar, the Paying Agents and the Agency in accordance with the Indenture and after all rents and all other amounts payable under all Participant Lease Agreements, shall have been paid in full, and after all amounts required to be rebated to the Federal government pursuant to the Tax Regulatory Agreement or the Indenture shall have been so paid, shall be paid to the Agency by the Trustee and the Agency shall distribute such amounts to the Participants in such manner as it shall deem equitable. It is further agreed by the parties hereto that any amounts remaining in the Lessee's Project Account or in the Account established in the Renewal Fund for the benefit of the Lessee and any surplus created in the Debt Service Reserve Fund by reason of the payment in full of the Lessee's Portion of the Bonds (in accordance with Section 10.01 of the Indenture) shall belong to and be paid to the Lessee by the Trustee as overpayment of rents, provided that the Trustee shall only pay such amounts to the Lessee (i) upon the expiration or termination of the term of this Agreement as provided herein, and (ii) after payment in full of the Lessee's Portion of the Bonds (in accordance with Section 10.01 of the Indenture), the fees, charges and expenses of the Trustee, the Bond Registrar, the Paying Agents and the Agency in accordance herewith and the Indenture.

Section 6.11. Issuance of Additional Bonds. The Agency and the Lessee recognize that under the provisions of, subject to the conditions set forth in and for one or more of the purposes set forth in the Indenture, the Agency is authorized to enter into a Supplemental Indenture and issue one or more series of Additional Bonds on a parity with the Series 1999B Bonds. If the Lessee is not in default hereunder, the Agency will consider the issuance of Additional Bonds in a principal amount as is specified in a written request of the Lessee in

accordance with the applicable provisions set forth in the Indenture. If Additional Bonds are to be issued pursuant to the Indenture in part for the purpose of (i) completing the Project, (ii) providing funds in excess of the Net Proceeds of insurance or eminent domain to repair, relocate, replace, rebuild or restore the Facility in the event of damage, destruction or taking by eminent domain, (iii) providing extensions, additions or improvements to the Facility, the purpose of which shall constitute a "project" within the meaning of the Act, or (iv) refunding the Lessee's Portion of the Outstanding Bonds, the Agency and the Lessee shall enter into an amendment to this Agreement providing, among other things, for the payment by the Lessee of such additional rentals as are necessary in order to amortize in full the principal of and interest on the Lessee's Portion of such Additional Bonds and any other costs in connection therewith. Schedule B attached hereto shall also be appropriately amended to reflect the Lessee's Portion of such Additional Bonds. In addition, the Agency and the Lessee shall enter into an amendment of each Security Document to which they are a party to provide that the amounts guaranteed or otherwise secured thereunder be increased so as to secure the Lessee's Portion of such Additional Bonds on a parity with the Lessee's Portion of the Outstanding Bonds.

Any such completion, repair, relocation, replacement, rebuilding, restoration, additions, extensions or improvements shall become a part of the Facility and shall be included under this Agreement to the same extent as if originally included hereunder.

Section 6.12. Employment Information, Opportunities and Guidelines.

(a) Annually, by August 1 of each year, commencing August 1, 2000 until the termination of this Agreement, the Lessee shall submit to the Agency an employment report relating to the period commencing July 1 of the previous year and ending June 30 of the year of the obligation of the filing of such report, substantially in the form of Schedule C attached hereto, certified as to accuracy by an Authorized Representative of the Lessee. Upon the termination of this Agreement, the Lessee shall submit to the Agency an employment report relating to the period commencing from the last such filed employment report through the end of the last payroll date of the preceding month, substantially in the form of Schedule C attached hereto, certified as to accuracy by an Authorized Representative of the Lessee.

(b) The Lessee shall ensure that all employees and applicants for employment by the Lessee or its Affiliates with regard to the Facility are afforded equal employment opportunities without discrimination. Except as is otherwise provided by collective bargaining contracts or agreements, new employment opportunities created as a result of the Project shall be listed with the New York State Department of Labor Community Services Division, and with the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Facility Realty is located. Except as is otherwise provided by collective bargaining contracts or agreements, the Lessee agrees, where practicable, to first consider for employment at the Facility persons eligible to participate in the Federal Job Training Partnership (P.L. No. 97-300) programs who shall be referred by administrative entities of service delivery areas created pursuant to such act or by the Community Services Division of the New York State Department of Labor for such new employment opportunities.

(c) The Lessee hereby authorizes any private or governmental entity, including but not limited to the New York State Department of Labor ("DOL"), to release to the Agency and/or the New York City Economic Development Corporation ("EDC"), and/or to the successors and assigns of either (collectively, the "Information Recipients"), any and all employment information under its control and pertinent to the Lessee and the employees of the Lessee to enable the Agency and/or EDC to comply with its reporting requirements, applicable laws, rules or regulations and to determine compliance of the Project with this Section. In addition, upon the Agency's request, the Lessee shall provide to the Agency any employment information in the possession of the Lessee which is pertinent to the Lessee and the employees of the Lessee to enable the Agency and/or EDC to comply with its reporting requirements required by New York City Local Law 69 of 1993 and any other applicable laws, rules or regulations. Information released or provided to Information Recipients by DOL, or by any other governmental entity, or by any private entity, or by the Lessee, or any information previously released as provided by all or any of the foregoing parties (collectively, "Employment Information") may be disclosed by the Information Recipients in connection with the administration of the programs of the Agency, and/or EDC, and/or the successors and assigns of either, and/or the City of New York, and/or as may be necessary to comply with law; and, without limiting the foregoing, the Employment Information may be included in (x) reports prepared by the Information Recipients pursuant to New York City Local Law 69 of 1993, (y) other reports required of the Agency, and (z) any other reports required by law. This authorization shall remain in effect throughout the term of this Agreement.

(d) Nothing in this Section shall be construed to require the Lessee to violate any existing collective bargaining agreement with respect to hiring new employees.

Section 6.13. Redemption Under Certain Circumstances; Special Covenants.

(a) Upon the determination by resolution of the members of the Agency that the Lessee is operating the Facility or any portion thereof, or is allowing the Facility or any portion thereof to be operated, in violation of applicable material law or not as a qualified "project" in accordance with the Act and the failure of the Lessee within sixty (60) days (or such longer period as may be established pursuant to the proviso to this sentence) of the receipt by the Lessee of written notice of such noncompliance from the Agency to cure such noncompliance together with a copy of such resolution (a copy of which notice shall be sent to the Trustee), the Lessee covenants and agrees that it shall, on the immediately succeeding Interest Payment Date following the termination of such sixty (60) day (or longer) period, pay to the Trustee advance rentals in immediately available funds in an amount sufficient to redeem the Lessee's Portion of the Bonds Outstanding in whole at the Redemption Price of 100% of the aggregate principal amount of such Bonds together with interest accrued thereon to such Interest Payment Date, provided, however, that if such noncompliance cannot be cured within such period of sixty (60) days with diligence (and is capable of being cured) and the Lessee promptly commences the curing of such non-compliance and thereafter prosecutes the curing thereof with diligence and to the Agency's reasonable satisfaction, such period of time within which the Lessee may cure such failure shall be extended for such additional period of time as may be necessary to cure the same with diligence and the Agency shall notify the Trustee of any such extension. The Agency shall give prior written notice

of the meeting at which the members of the Agency are to consider such resolution to the Lessee and the Trustee, which notice shall be no less than sixty (60) days prior to such meeting.

(b) In the event the Lessee fails to obtain or maintain the public liability insurance with respect to the Facility required under Section 4.5 hereof, and the Lessee shall fail to cure such noncompliance within 10 days of the receipt by the Lessee of written notice of such noncompliance from the Agency and a demand by the Agency to the Lessee to cure such noncompliance, upon notice or waiver of notice as provided in the Indenture, the Lessee shall pay to the Trustee advance rentals in immediately available funds in an amount sufficient to redeem all of the Lessee's Portion of the Bonds then Outstanding at the Redemption Price of 100% of the unpaid principal amount of such Bonds, together with interest accrued thereon to the date of redemption.

(c) Upon the circumstances set forth in Sections 2.03(c), (d) and (e) of the Indenture, the Lessee shall pay or cause the prepayment of its lease rental obligation upon the circumstances and in the manner set forth in the Indenture.

(d)(i) If, prior to completion of the construction of a component of the Project, the Lessee receives any gift or grant required by the terms thereof to be used to pay any item which is a cost of such component of the Project, the Lessee shall apply such gift or grant to completion of the construction of such component of the Project. In the event that the amount of such gift or grant is in excess of the amount necessary to complete such component of the Project, and if proceeds of the Lessee's Portion of Tax-Exempt Bonds have been expended on such component of the Project, the Lessee shall deliver to the Trustee, for deposit in a special subaccount of the Redemption Account, an amount equal to such excess only to the extent to which proceeds of such Tax-Exempt Bonds were expended for such component. The Trustee shall apply such moneys, at the written direction of an Authorized Representative of the Lessee, to the purchase (at prices not exceeding par) or redemption of an equal principal amount of such Tax-Exempt Bonds.

(ii) If, after completion of the construction of a component of the Project, the Lessee receives any gift or grant which prior to such completion it reasonably expected to receive and which is required by the terms thereof to be used to pay any item which is a cost of such component of the Project, and if proceeds of the Lessee's Portion of Tax-Exempt Bonds have been expended on such component of the Project, the Lessee shall, to the extent not inconsistent with the terms of such gift or grant, deliver to the Trustee, for deposit in a special subaccount of the Redemption Account, an amount of money equal to such gift or grant, but only to the extent to which proceeds of such Tax-Exempt Bonds were expended for such component. The Trustee shall apply such moneys, at the written direction of an Authorized Representative of the Lessee, to the purchase (at prices not exceeding par) or redemption of an equal principal amount of such Tax-Exempt Bonds.

The Lessee shall, prior to directing the redemption of any Bonds in accordance with this Section 6.13(d), consult with Nationally Recognized Bond Counsel for advice as to a manner

of selection of Bonds for redemption that will not adversely affect the exclusion of interest on any Tax-Exempt Bonds from gross income for Federal income tax purposes.

Section 6.14. Further Assurances. The Lessee will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such further acts, instruments, conveyances, transfers and assurances, including Uniform Commercial Code financing statements, at the sole cost and expense of the Lessee, as the Agency or the Trustee deems reasonably necessary or advisable for the implementation, effectuation, correction, confirmation or perfection of this Agreement and any rights of the Agency or the Trustee hereunder, under the Indenture or under the Agency Mortgage.

Section 6.15. Recording and Filing. This Agreement as originally executed or a memorandum thereof shall be recorded by the Lessee subsequent to the recordation of the Agency Mortgage and the Indenture, in the appropriate office of the Register of The City of New York, or in such other office as may at the time be provided by law as the proper place for the recordation thereof. The security interest of the Agency created herein and the assignment of such security interest to the Trustee shall be perfected by the filing of financing statements by the Lessee which fully comply with the New York State Uniform Commercial Code - Secured Transactions in the office of the Secretary of State of the State, in the City of Albany, New York and in the appropriate office of the Register of The City of New York. The Lessee shall, at the request of the Trustee, file or cause to be filed all necessary continuation statements (and additional financing statements) within the time prescribed by the New York State Uniform Commercial Code - Secured Transactions in order to continue (or attach and perfect) the security interest created by this Agreement and the Agency Mortgage, to the end that the rights of the Agency, the Holders of the Bonds and the Trustee in the Facility shall be fully preserved as against creditors or purchasers for value from the Agency or the Lessee. The Agency and the Trustee are authorized, if permitted by applicable law, to file one or more Uniform Commercial Code financing statements disclosing any security interest in the Facility and this Agreement, and the sums due under this Agreement, without the signature of the Lessee or signed by the Agency or the Trustee as attorney-in-fact for the Lessee. The Lessee agrees to furnish the Agency and the Trustee with the Opinion of Counsel addressed to the Agency and the Trustee referred to in Section 7.08 of the Indenture and shall perform all other acts (including the payment of all costs) necessary in order to enable the Agency to comply with Section 7.08 of the Indenture.

Section 6.16. Right to Cure Agency Defaults. The Agency hereby grants the Lessee full authority for account of the Agency to perform any covenant or obligation of the Agency the non-performance of which is alleged to constitute a default in any notice received by the Lessee, in the name and stead of the Agency, with full power of substitution.

Section 6.17. Preservation of Exempt Status. (a) The Lessee represents and warrants that as of the date of execution of this Agreement: (i) it is an organization described in Section 501(c)(3) of the Code; (ii) it has received a ruling letter or determination from the Internal Revenue Service to that effect; (iii) such letter or determination has not been modified, limited or revoked; (iv) it is in compliance with all terms, conditions and limitations, if any, contained

in or forming the basis of such letter or determination; (v) the facts and circumstances which form the basis of such letter of determination continue substantially to exist as represented to the Internal Revenue Service; (vi) it is not a "private foundation", as defined in Section 509 of the Code; and (vii) it is exempt from Federal income taxes under Section 501(a) of the Code and it is in compliance with the provisions of said Code and any applicable regulations thereunder necessary to maintain such status.

(b) The Lessee agrees that (i) it shall not perform any acts, enter into any agreements, carry on or permit to be carried on at the Facility, or permit the Facility to be used in or for any trade or business, which shall adversely affect the basis for its exemption under Section 501 of such Code; (ii) it shall not use more than three percent (3%) of the proceeds of the Lessee's Portion of the Bonds or permit the same to be used, directly or indirectly, in any trade or business that constitutes an unrelated trade or business as defined in Section 513(a) of the Code or in any trade or business carried on by any person or persons who are not governmental units or Section 501(c)(3) organizations; (iii) the Project conforms to the description contained in Section 4.3(a) hereof and it shall not directly or indirectly use the proceeds of any Tax-Exempt Bonds to make or finance loans to persons other than Section 501(c)(3) organizations; (iv) it shall not take any action or permit any circumstances within its control to arise or continue, if such action or circumstances, or its expectation on the date of issue of any Tax-Exempt Bonds, would cause such Tax-Exempt Bonds to be "arbitrage bonds" under the Code or cause the interest paid by the Agency on such Tax-Exempt Bonds not to be excluded from gross income for Federal income tax purposes in the hands of the Holders thereof; and (v) it shall use its best efforts to maintain the tax-exempt status of any Tax-Exempt Bonds.

Section 6.18. Securities Law Status. The Lessee affirmatively represents, warrants and covenants that, as of the date of this Agreement, the Facility shall be operated (i) exclusively for civic or charitable purposes; (ii) not for pecuniary profit; and (iii) no part of the net earnings of the Lessee shall inure to the benefit of any person, private stockholder or individual, all within the meaning, respectively, of the Securities Act of 1933, as amended, and of the Securities Exchange Act of 1934, as amended. The Lessee agrees that it shall not perform any act nor enter into any agreement which shall change such status as set forth in this Section.

Section 6.19. Current Facility Equipment Description. The Lessee covenants and agrees that throughout the term of this Agreement, including upon the completion of the Project or of any replacement, repair, restoration or reconstruction of the Facility pursuant to Section 5.1 hereof, it will cause the Description of Facility Equipment attached as part of the Appendices to this Agreement to be an accurate and complete description of all current items of Facility Equipment. To this end, the Lessee covenants and agrees (i) that no requisition shall be submitted to the Trustee for moneys from the Lessee's Project Account for the acquisition or installation of any item of Facility Equipment, (ii) that no item of Facility Equipment shall be substituted or replaced by a new item of machinery or equipment pursuant to Section 4.2(a) or 5.1 hereof, and (iii) that no item of Facility Equipment shall be delivered and installed at the Facility Realty as part of the Facility, unless in each case such item of machinery or equipment shall be accurately and sufficiently described in the Description of Facility Equipment in the Appendices attached as

part of this Agreement, and the Lessee shall from time to time prepare and deliver to the Agency and the Trustee supplements to such Appendix in compliance with the foregoing. Such supplement shall be executed and delivered by the appropriate parties and, at the Agency's or the Lessee's request, duly recorded by the Lessee, and, at the Agency's request, additional financing statements with respect thereto shall be duly filed by the Lessee.

Section 6.20. Additional Indebtedness. The Lessee agrees that it will not incur or guaranty any Indebtedness except for:

(a) Indebtedness evidenced by Additional Bonds issued in accordance with Section 6.11 hereof,

(b) Indebtedness (other than for working capital and other than rents payable under lease agreements) incurred in the ordinary course of the Lessee's business for its current operations including the maintenance and repair of its property, advances from third party payors and obligations under reasonably necessary employment contracts,

(c) Indebtedness in the form of rentals under leases which are not required to be capitalized in accordance with generally accepted accounting principles in effect on the date of this Agreement,

(d) Indebtedness in which recourse to the Lessee for repayment is expressly limited to proceeds from the sale, lease or foreclosure of any tangible property of the Lessee other than the Facility,

(e) Indebtedness secured solely by the Accounts Receivable of the Lessee, subject to the limitations of Section 3.5(b) hereof, and

(f) Indebtedness the proceeds of which will be applied to a purpose consistent with the Lessee's corporate purposes; provided, however, that prior to incurring any Non-PPA Indebtedness pursuant to this clause (f), the Lessee shall deliver to the Agency and the Trustee either (I) a certificate signed by the Lessee's chief executive officer or chief financial officer demonstrating a Total Debt Service Coverage Ratio of 1.25x for the most recent Fiscal Year for which audited financial statements exist or (II) a certificate of an independent certified public accountant not unacceptable to the Trustee demonstrating that the estimated Total Net Revenues Available for Debt Service for the first full Fiscal Year following the estimated completion of the capital additions or repairs financed with the proceeds of such additional Non-PPA Indebtedness, or following the incurrence of Non-PPA Indebtedness for other purposes, will support a Total Debt Service Coverage Ratio of not less than 1.25x. In preparing its calculations of the required ratios, the Lessee's representative or the independent certified public accountant, as applicable, shall include the proposed debt service requirements with respect to the Non-PPA Indebtedness to be issued.

ARTICLE VII
Events of Default; Remedies

Section 7.1. Events of Default. Any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) Failure of the Lessee to pay any rental that has become due and payable by the terms of Section 3.3 (a) and (j) hereof and continuance of such default for twenty (20) days;

(b) Failure of the Lessee to pay any amount (except the obligation to pay rent under Section 3.3 (a), (b) or (j) hereof) that has become due and payable or to observe and perform any covenant, condition or agreement on its part to be performed under Sections 4.4 or 4.5 hereof and continuance of such failure for a period of thirty (30) days after receipt by the Lessee of written notice specifying the nature of such default from the Agency, the Trustee or the Holders of more than twenty-five per centum (25%) in aggregate principal amount of the Bonds Outstanding;

(c) Failure of the Lessee to observe and perform any covenant, condition or agreement hereunder on its part to be performed (except as set forth in Section 7.1(a), (b) or (f) hereof) and (1) continuance of such failure for a period of thirty (30) days after receipt by the Lessee of written notice specifying the nature of such default from the Agency, the Trustee or the Holders of more than twenty-five per centum (25%) in aggregate principal amount of the Bonds Outstanding, or (2) if by reason of the nature of such default the same can be remedied, but not within the said thirty (30) days, the Lessee fails to proceed with reasonable diligence after receipt of said notice to cure the same or fails to continue with reasonable diligence its efforts to cure the same;

(d) The Lessee shall (i) apply for or consent to the appointment of or the taking of possession by a receiver, liquidator, custodian or trustee of itself or of all or a substantial part of its property, (ii) admit in writing its inability, or be generally unable, to pay its debts as such debts generally become due, (iii) make a general assignment for the benefit of its creditors, (iv) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (v) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) take any action for the purpose of effecting any of the foregoing, or (vii) be adjudicated a bankrupt or insolvent by any court;

(e) A proceeding or case shall be commenced, without the application or consent of the Lessee, in any court of competent jurisdiction, seeking, (i) liquidation, reorganization, dissolution, winding-up or composition or adjustment of debts, (ii) the appointment of a trustee, receiver, liquidator, custodian or the like of the Lessee or of all or any substantial part of its assets, (iii) similar relief under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of sixty (60) days or (iv) the Lessee shall fail to controvert in a timely or appropriate manner, or acquiesce in writing

to, any petition filed against itself in an involuntary case under such Bankruptcy Code; the terms "dissolution" or "liquidation" of the Lessee as used above shall not be construed to prohibit any action otherwise permitted by Section 6.1 hereof;

(f) Failure of the Lessee to make any payment when due pursuant to Section 3.3(b) hereof and continuance of such default for five (5) Business Days;

(g) Any representation or warranty made (i) by or on behalf of the Lessee in the application, commitment letter and related materials submitted to the Agency or the initial purchaser(s) of the Series 1999B Bonds for approval of the Project or its financing, or (i) by the Lessee herein or in any of the other Security Documents or (ii) in the Letter of Representation and Indemnity Agreement delivered to the Agency, the Trustee and the original purchaser(s) of the Series 1999B Bonds, or (iii) in the Tax Regulatory Agreement, or (iv) in any report, certificate, financial statement or other instrument furnished pursuant hereto or any of the foregoing shall prove to be false, misleading or incorrect in any material respect as of the date made;

(h) An "Event of Default" under Section 8.01(a)(i), (ii) or (iii) of the Indenture due to an "Event of Default" hereunder, or under any other Security Document to which the Lessee is a party shall occur and be continuing; or

(i) The occurrence and continuance of an "Event of Default" with respect to any Indebtedness of the Lessee aggregating at least \$500,000.

Section 7.2. Remedies on Default. Whenever any Event of Default referred to in Section 7.1 hereof shall have occurred and be continuing, the Agency, or the Trustee where so provided, may, take any one or more of the following remedial steps:

(a) The Trustee, as and to the extent provided in Article VIII of the Indenture, may cause all principal installments of rent payable under Section 3.3 hereof for the remainder of the term of this Agreement to be immediately due and payable, whereupon the same, together with the accrued interest thereon, shall become immediately due and payable; provided, however, that upon the occurrence of an Event of Default under Section 7.1(d) or (e) hereof, all principal installments of rent payable under Section 3.3 hereof for the remainder of the term of this Agreement, together with the accrued interest thereon, shall immediately become due and payable without any declaration, notice or other action of the Agency, the Trustee, the Holders of the Bonds or any other Person being a condition to such acceleration;

(b) The Agency, with the prior written consent of the Trustee, or the Trustee, may re-enter and take possession of the Facility without terminating this Agreement, and sublease the Facility for the account of the Lessee, holding the Lessee liable for the difference in the rent and other amounts payable by the sublessee in such subletting, and the rents and other amounts payable by the Lessee hereunder;

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(c) The Agency, with the prior written consent of the Trustee, or the Trustee, may terminate this Agreement, and exclude the Lessee from possession of the Facility, in which case this Agreement and all of the estate, right, title and interest herein granted or vested in the Lessee shall cease and terminate. No such termination of this Agreement shall relieve the Lessee of its liability and obligations hereunder and such liability and obligations shall survive any such termination;

(d) The Agency or the Trustee may take whatever action at law or in equity as may appear necessary or desirable to collect the rent then due and thereafter to become due, or to enforce performance or observance of any obligations, agreements or covenants of the Lessee under this Agreement;

(e) The Trustee may take any action permitted under the Indenture with respect to an Event of Default thereunder that was caused by the Lessee; and

(f) The Agency, without the consent of the Trustee or any Bondholder or any other Person but with notice to the Trustee and the Bondholders, may proceed to enforce the Agency's Reserved Rights by (i) bringing an action for damages, injunction or specific performance, and/or (ii) taking whatever action at law or in equity as may appear necessary or desirable to collect payments of amounts due by the Lessee under the Agency's Reserved Rights or to enforce the performance or observance of any obligations, covenants or agreements of the Lessee under the Agency's Reserved Rights, and/or (iii) terminating the Company Lease and this Agreement and all of the Agency's right, title and interest in the Facility to the Lessee, which upon such enforcement by the Agency of the Agency's Reserved Rights, the Lessee hereby irrevocably agrees to accept. The Lessee hereby appoints the Agency as its agent and attorney-in-fact to execute, deliver and record on behalf of Lessee any documents and instruments which may be necessary to effectuate such termination of the Company Lease and this Agreement as described in clause (iii) immediately preceding; and such documents and instruments shall include, but not be limited to, real property transfer tax forms and affidavits. The Lessee agrees that the agency and power of attorney which it has granted in the sentence preceding shall be deemed irrevocable for the purposes described and that same shall be coupled with an interest.

In the event that the Lessee fails to make any rental payment required in Section 3.3 hereof, the installment so in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid.

No action taken pursuant to this Section 7.2 (including repossession of the Facility or termination of this Agreement pursuant to this Section 7.2 or by operation of law or otherwise) shall, except as expressly provided herein, relieve the Lessee from the Lessee's obligations hereunder, all of which shall survive any such action.

Section 7.3. Reletting of Facility. If the right of the Lessee to the occupancy, use and possession of the Facility shall be terminated in any way, the Agency may relet the same or any part thereof for the account and benefit of the Lessee for such rental terms to such Persons

and for such period or periods as may be fixed and determined by the Agency after notice to and approval by the Trustee, but the Agency shall not unreasonably refuse to accept or receive (or delay acceptance or receipt) any suitable occupant or tenant offered by the Lessee. Notwithstanding the foregoing, any reletting of the Facility or any part thereof shall be permitted under this Section 7.3 only if the Trustee shall receive an Opinion of Nationally Recognized Bond Counsel to the effect that such reletting will not adversely affect the exclusion of the interest on any Tax-Exempt Bonds from gross income for Federal income tax purposes. The Agency and the Trustee shall not otherwise be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Lessee, and if a sufficient sum shall not be received from any reletting to satisfy the rental payments hereby agreed to be made by the Lessee, after paying the expenses of reletting and collection, then the Lessee hereby agrees to pay and satisfy any such deficiency if, as and when the same exists; provided, however, any excess rentals from any such reletting shall be credited to any rental due or to become due by the Lessee.

Section 7.4. Remedies Cumulative. The rights and remedies of the Agency or the Trustee under this Agreement shall be cumulative and shall not exclude any other rights and remedies of the Agency or the Trustee allowed by law with respect to any default under this Agreement. Failure by the Agency or the Trustee to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon default by the Lessee hereunder shall not be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce by mandatory injunction, specific performance or other appropriate legal remedy a strict compliance by the Lessee with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such default by the Lessee be continued or repeated, or of the right to recover possession of the Facility by reason thereof.

Section 7.5. No Additional Waiver Implied by One Waiver. In the event any covenant or agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver shall be binding unless it is in writing and signed by the party making such waiver. No course of dealing between the Agency and/or the Trustee and the Lessee or any delay or omission on the part of the Agency and/or the Trustee in exercising any rights hereunder or under the Indenture or under any other Security Document shall operate as a waiver. To the extent permitted by applicable law, the Lessee hereby waives the benefit and advantage of, and covenants not to assert against the Agency or the Trustee, any valuation, inquisition, stay, appraisal, extension or redemption laws now existing or which may hereafter exist which, but for this provision, might be applicable to any sale or reletting made under the judgment, order or decree of any court or under the powers of sale and reletting conferred by this Agreement or otherwise.

Section 7.6. Effect on Discontinuance of Proceedings. In case any proceeding taken by the Trustee or the Agency under the Indenture or this Agreement or under any other Security Document on account of any Event of Default hereunder or under the Indenture shall have been discontinued or abandoned for any reason or shall have been determined adversely to

the Trustee or the Agency, then, and in every such case, the Lessee, the Agency, the Trustee and the Holders of the Bonds shall be restored, respectively, to their former positions and rights hereunder and thereunder, and all rights, remedies, powers and duties of the Trustee shall continue as in effect prior to the commencement of such proceedings.

Section 7.7. Agreement to Pay Attorneys' Fees and Expenses. In the event the Lessee should default under any of the provisions of this Agreement, and the Agency or the Trustee should employ attorneys or incur other expenses for the collection of rentals or other amounts payable hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Lessee herein contained, the Lessee agrees that it will on demand therefor pay to the Agency or the Trustee the reasonable fees and disbursements of such attorneys and such other expenses so incurred.

ARTICLE VIII
Options

Section 8.1. Options. (a) The Lessee has the option to make advance rental payments for deposit in the Redemption Account of the Bond Fund to effect the retirement of the Lessee's Portion of the Bonds in whole or the redemption in whole or in part of the Lessee's Portion of the Bonds, all in accordance with the terms of the Indenture; provided, however, that no partial redemption of the Lessee's Portion of the Bonds may be effected through advance rental payments hereunder if there shall exist and be continuing an Event of Default unless such partial redemption shall cure such Event of Default. The Lessee shall exercise its option to make such advance rental payments by delivering a written notice of an Authorized Representative of the Lessee to the Trustee in accordance with the Indenture, with a copy to the Agency, setting forth (i) the amount of the advance rental payment, (ii) the principal amount of the Lessee's Portion of the Bonds Outstanding requested to be redeemed with such advance rental payment (which principal amount shall be in such minimum amount or integral multiple of such amount as shall be permitted in the Indenture), and (iii) the date on which such principal amount of the Lessee's Portion of the Bonds are to be redeemed. Such advance rental payment shall be paid to the Trustee in legal tender on or before the redemption date and shall be an amount which, when added to the amount on deposit in the Bond Fund and available therefor, will be sufficient to pay the Redemption Price of the Lessee's Portion of the Bonds to be redeemed, together with interest to accrue to the date of redemption and all expenses of the Agency, the Bond Registrar, the Trustee and the Paying Agents in connection with such redemption. In the event the Lessee's Portion of the Bonds are to be redeemed in whole or otherwise retired, the Lessee shall further pay on or before such redemption date, in legal tender, to the Agency, the Trustee, the Bond Registrar and the Paying Agents, as the case may be, all fees and expenses owed such party or any other party entitled thereto under this Agreement or the Indenture together with (i) all other amounts due and payable under this Agreement and the other Security Documents to which the Lessee is a party, and (ii) any amounts required to be rebated to the Federal government pursuant to the Indenture or the Tax Regulatory Agreement.

(b) The Lessee shall have the option to terminate this Agreement on any date during the term of this Agreement by causing the redemption, purchase or defeasance in whole of all of the Lessee's Portion of the Outstanding Bonds in accordance with the terms set forth in the Indenture.

(c) As a condition precedent to the termination of this Agreement, pursuant to Section 8.1(b) hereof, the Lessee shall pay to the Trustee, in consideration thereof, in legal tender, advance rental payments, for deposit in the Bond Fund (if payment in full of the principal or the Redemption Price of, and interest on, all of the Lessee's Portion of the Outstanding Bonds, and the interest thereon at maturity or upon earlier redemption has not yet been made) equal to the sum of the following:

(1) an amount which, when added to the amount on deposit in the Bond Fund and available therefor and the Lessee's Portion of the amount on deposit in the Debt Service Reserve Fund and available therefor, will be sufficient to redeem, purchase or defease the Lessee's Portion of the Outstanding Bonds in accordance with the provisions of the Indenture,

including, without limitation, the principal of or the Redemption Price (as the case may be) of, together with interest to maturity or redemption date (as the case may be) on, the Lessee's Portion of the Outstanding Bonds;

(2) expenses of redemption, the fees and expenses of the Agency and the Trustee and all other amounts due and payable under this Agreement or the Indenture on or before such date; and

(3) one dollar.

(d) Upon such payment in full of the principal of and interest on the Lessee's Portion of the Outstanding Bonds (whether at maturity or earlier redemption) in accordance with Section 8.1(c) hereof, the Lessee may terminate this Agreement by (1) delivering to the Agency prior written notice of an Authorized Representative of the Lessee no more than thirty (30) days after the payment in full of the Lessee's Portion of the Bonds of the exercise of such option to terminate this Agreement which notice shall set forth a requested closing date for the termination of this Agreement which shall be not later than sixty (60) days after the payment in full of the Lessee's Portion of the Bonds, and (2) paying on such closing date the fees and expenses of the Agency and the Trustee and all other amounts due and payable under this Agreement and under the Security Documents to which the Lessee is a party. Upon the written request of the Lessee, the Agency may approve the extension or waiver of any of the time periods set forth in this paragraph.

(e) The Lessee shall not, at any time, assign or transfer its option to terminate this Agreement as contained in this Section 8.1 separate and apart from a permitted assignment of this Agreement pursuant to Section 9.3 hereof without the prior written consent of the Agency and the Trustee.

Section 8.2. Termination on Exercise of Option to Terminate. Upon termination of this Agreement in accordance with Section 8.1 hereof, the Agency will, upon payment of the consideration payable in accordance with Section 8.1(c) hereof deliver or cause to be delivered to the Lessee a termination of this Agreement in recordable form. Concurrently with the delivery of such termination, there shall be delivered by the Agency to the Trustee any instructions or other instruments required by Section 10.01 of the Indenture to defease and pay the Bonds.

Section 8.3. Option to Purchase or Invite Tenders of Bonds. The Lessee shall have the option, at any time during the term of this Agreement, to purchase Bonds for its own account, whether by direct negotiation, through a broker or dealer, or by making a tender offer to the Holders thereof. The Bonds so purchased by the Lessee or by any Affiliate thereof shall be delivered to the Trustee for cancellation within fifteen (15) days of the date of purchase. The Agency shall at all times make available or cause to be made available to the Lessee its registration books (maintained at the principal corporate trust office of the Trustee) containing the names and addresses of the Bondholders if known.

Section 8.4. Termination of Agreement. After full payment of the Lessee's Portion of the Bonds or provision for the payment in full thereof having been made in accordance with Section 10.01 of the Indenture, the Lessee shall terminate this Agreement by paying the fees and expenses of the Agency, the Trustee, the Bond Registrar and the Paying Agents and all other amounts due and payable under this Agreement and the other Security Documents to which the Lessee is a party, together with any amounts required to be rebated to the Federal government pursuant to the Indenture or the Tax Regulatory Agreement, and by giving the Agency notice in writing of such termination and thereupon such termination shall forthwith become effective, subject, however, to the survival of the obligations of the Lessee under Sections 1.5 (p), 3.1, 4.3 (until such time as the Lessee shall again pay taxes as the record owner of the Facility Realty), 6.2, 8.5 and 9.17.

Section 8.5. Recapture of Agency Benefits. (a) It is understood and agreed by the parties to this Agreement that the Agency is issuing the Series 1999B Bonds to finance part of the costs of the Project and is entering into this Agreement in order to accomplish the public purposes of the Act. In consideration therefor, the Lessee hereby agrees as follows:

If there shall occur a Recapture Event (as defined below) after the date on which the original Series 1999B Bonds are issued (the "Operations Commencement Date"), the Lessee shall pay to the Agency as a return of public benefits conferred by the Agency, the following amounts:

1. one hundred percent (100%) of the Benefits if the Recapture Event occurs within the first six (6) years after the Operations Commencement Date;
2. eighty percent (80%) of the Benefits if the Recapture Event occurs during the seventh (7th) year after the Operations Commencement Date;
3. sixty percent (60%) of the Benefits if the Recapture Event occurs during the eighth (8th) year after the Operations Commencement Date;
4. forty percent (40%) of the Benefits if the Recapture Event occurs during the ninth (9th) year after the Operations Commencement Date; and
5. twenty percent (20%) of the Benefits if the Recapture Event occurs during the tenth (10th) year after the Operations Commencement Date.

The term "Benefits" shall mean any exemption from mortgage recording tax derived from the Agency's participation in the financing or refinancing of the costs of the Project.

The term "Recapture Event" shall mean any of the following events:

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1. The Lessee shall have liquidated its operations and/or assets or shall have ceased all or substantially all of its operations at the Facility (whether by relocation to another facility or otherwise, or whether to another facility either within or outside of the City);
2. The Lessee shall have leased all or any portion of the Facility in violation of the limitations imposed by Section 9.3 hereof, without the prior written consent of the Agency;
3. The Lessee shall have effected substantial changes in the scope and nature of the Lessee's operations at the Facility;
4. The Lessee shall have transferred all or substantially all of its employees to a location outside of the City; or
5. The Lessee shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Facility.

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if (a) the Recapture Event shall have arisen as a direct immediate result of (i) a taking or condemnation by governmental authority of all or substantially all of the Facility, or (ii) the inability at law of the Lessee to rebuild, repair, restore or replace the Facility after the occurrence of a Loss Event to substantially its condition prior to such Loss Event, which inability shall have arisen in good faith through no fault on the part of the Lessee or (b) the Lessee shall have applied, or shall have irrevocably committed to apply, the proceeds of any disposition of the Facility (net of the reasonable costs incurred by the Lessee in connection with such disposition, including any commissions, taxes, filing and recording fees and legal and the professional fees and expenses in connection therewith) to finance a "civic facility" (as defined in the Act) in The City of New York within eighteen months of such disposition of the Facility.

(b) The Lessee covenants and agrees to furnish the Agency with written notification upon any Recapture Event occurring within ten (10) years of the Operations Commencement Date, which notification shall set forth the terms thereof. The provisions of this Section 8.5 shall survive the termination of this Agreement for any reason whatsoever, notwithstanding any provision of this Agreement to the contrary.

(c) In the event any payment owing by the Lessee under this Section 8.5 shall not be paid on demand by the Lessee, such payment shall bear interest from the date of such demand at the then current interest rate imposed by the City's Department of Finance on delinquent payments until the Lessee shall have paid such payment in full, together with such accrued interest to the date of payment, to the Agency.

(d) The Agency, in its sole discretion, may waive all or any portion of any payment owing by the Lessee under this Section 8.5.

ARTICLE IX
Miscellaneous

Section 9.1. Indenture; Amendment. The Lessee shall have and may exercise all the rights, powers and authority stated to be in the Lessee in the Indenture and in the Bonds, and the Indenture and the Bonds shall not be modified, altered or amended in any manner which adversely affects such rights, powers and authority so stated to be in the Lessee or otherwise adversely affects the Lessee without the written consent of the Lessee.

Section 9.2. Force Majeure. In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the Lessee to make the rental payments or other payments required under the terms hereof, or to comply with Sections 4.5 or 6.2 hereof), so far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure", as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

Section 9.3. Assignment or Sublease. The Lessee may not at any time assign or transfer this Agreement, or sublet the whole or any part of the Facility without the prior written consent of the Agency and the Trustee (which consent of the Agency shall take into consideration the Agency's subletting policies as in effect from time to time); provided further, that, (1) the Lessee shall nevertheless remain liable to the Agency for the payment of all rent and for the full performance of all of the terms, covenants and conditions of this Agreement and of any other Security Document to which it shall be a party, (2) any assignee or transferee of the Lessee in whole of the Facility shall have assumed in writing and have agreed to keep and perform all of the terms of this Agreement on the part of the Lessee to be kept and performed from and after such assignment, transfer or sublease, shall be jointly and severally liable with the Lessee for the performance thereof from and after such assignment; transfer or sublease, shall be subject to service of process in the State, and, if a corporation, shall be qualified to do business in the State,

(3) in the Opinion of Counsel, such assignment, transfer or sublease shall not legally impair in any respect the obligations of the Lessee for the payment of all rents nor for the full performance of all of the terms, covenants and conditions of this Agreement or of any other Security Document to which the Lessee shall be a party, nor impair or limit in any respect the obligations of any obligor under any other Security Document, nor cause the interest on the Tax-Exempt Bonds to become includable in gross income for purposes of Federal income taxes, (4) any assignee, transferee or sublessee shall utilize the Facility as a qualified "project" within the meaning of the Act, and, with respect to that portion of the Facility allocable to the Tax-Exempt Bonds, shall be a not-for-profit corporation constituting a Tax-Exempt Organization, (5) such assignment, transfer or sublease shall not violate any provision of this Agreement, the Indenture or any other Security Document, (6) with respect to any subletting in part, the term of each such sublease does not exceed five (5) years and at any given date, no more than an aggregate of twenty percent (20%) of such space would be subleased by the Lessee, (7) such assignment, transfer or sublease shall in no way diminish or impair the Lessee's obligation to carry the insurance required under Section 4.5 of this Agreement and the Lessee shall furnish written evidence satisfactory to the Agency and the Trustee that such insurance coverage shall in no manner be limited by reason of such assignment, transfer or sublease, and (8) each such assignment, transfer or sublease contains such other provisions as the Agency or the Trustee may reasonably require. The Lessee shall furnish or cause to be furnished to the Agency and the Trustee a copy of any such assignment, transfer or sublease in substantially final form at least thirty (30) days prior to the date of execution thereof.

Any consent by the Agency or the Trustee to any act of assignment, transfer or sublease shall be held to apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of the Lessee, or the successors or assigns of the Lessee, to obtain from the Agency and the Trustee consent to any other or subsequent assignment, transfer or sublease, or as modifying or limiting the rights of the Agency or the Trustee under the foregoing covenant by the Lessee.

If the Facility or any part thereof be sublet or occupied by any Person other than the Lessee, the Agency, in the event of the Lessee's default in the payment of rent may, and is hereby empowered to, collect rent from the undertenant or occupant during the continuance of any such default. In either of such events, the Agency may apply the net amount received by it to the rent herein provided, and no such collection shall be deemed a waiver of the covenant herein against assignment, transfer or sublease of this Agreement, or constitute the acceptance of the under-tenant or occupant as tenant, or a release of the Lessee from the further performance of the covenants herein contained on the part of the Lessee.

The Lessee shall deliver to the Agency on January 1 of each year, commencing January 1, 2000, a completed Subtenant Survey in the form attached hereto as Schedule D.

Section 9.4. Priority of Indenture and Agency Mortgage. Pursuant to the Agency Mortgage, the Agency will mortgage its leasehold interest in the Facility under the Company Lease and, pursuant to the Indenture, the Agency will pledge and assign the rentals and certain

other moneys receivable under this Agreement to the Trustee as security for payment of the principal or Redemption Price, if applicable, of and interest on the Bonds, and this Agreement shall be subject and subordinate to the Agency Mortgage and the Indenture and such mortgage lien, security interest, pledge and assignment thereunder.

Section 9.5. Benefit of and Enforcement by Bondholders. The Agency and the Lessee agree that this Agreement is executed in part to induce the purchase by others of the Bonds and for the further securing of the Lessee's Portion of the Bonds, and accordingly all covenants and agreements on the part of the Agency and the Lessee as set forth in this Agreement are hereby declared to be for the benefit of the Holders from time to time of the Bonds and may be enforced as provided in Article VIII of the Indenture on behalf of the Bondholders by the Trustee.

Section 9.6. Amendments. This Agreement may be amended only with the concurring written consent of the Trustee given in accordance with the provisions of the Indenture and only if the Lessee shall assume in writing the obligations of such amended Agreement.

Section 9.7. Notices. All notices, certificates or other communications required or permitted to be given hereunder must be in writing and must be given by certified mail, and shall (except to the extent otherwise expressly provided herein) be deemed to have been given and received (whether actually received or not) when a certified letter containing such notice, certificate or other communication, properly addressed with postage prepaid, return receipt requested, is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the continental United States of America, addressed to the parties hereto as follows: if to the Agency, to the Chairman, New York City Industrial Development Agency, 110 William Street, New York, New York with a copy to the Executive Director of the Agency at the same address, if to the Lessee, to The Center for Family Support, Inc., 403 Underhill Avenue, Bronx, New York 10473, Attention: Executive Director, with a copy to Cooper, Erving, Savage, Nolan & Heller, L.L.P., 39 North Pearl Street, Albany, New York 12207, Attention: Robert G. Wakeman, Esq., and if to the Trustee, to United States Trust Company of New York, Corporate Trust and Agency Group, 114 West 47th Street, New York, New York 10036; or to such other substitute address and/or addressee as any party hereto shall designate by written notice to the other party in accordance with the terms of this Section 9.7; provided, however, that no such notice of change of address and/or addressee shall be effective unless and until actually received by the party to whom such notice is sent.

Section 9.8. Prior Agreements Superseded. This Agreement shall completely and fully supersede all other prior understandings or agreements, both written and oral (other than any Security Documents), between the Agency and the Lessee relating to the Facility.

Section 9.9. Severability. If any clause, provision or section of this Agreement be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

Section 9.10. Inspection of Facility. The Lessee will permit the Trustee, or its duly authorized agents, at all reasonable times upon written notice to enter upon the Facility Realty and to examine and inspect the Facility and exercise their rights hereunder, under the Indenture and under the other Security Documents with respect to the Facility. The Lessee will further permit the Agency, or its duly authorized agent, at all reasonable times to enter upon the Facility but solely for the purpose of assuring that the Lessee is operating the Facility, or is causing the Facility to be operated, as a qualified "project" under the Act consistent with the purposes set forth in the recitals to this Agreement and with the public purposes of the Agency, and not for any purpose of assuring the proper maintenance or repair of the Facility as such latter obligation is and shall remain solely the obligation of the Lessee.

Section 9.11. Effective Date; Counterparts. This Agreement shall become effective upon its delivery. It may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.12. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Lessee and their respective successors and assigns.

Section 9.13. Net Lease. It is the intention of the parties hereto that this Agreement be a "net lease" and that all of the rent be available for debt service on the Bonds, and this Agreement shall be construed to effect such intent.

Section 9.14. Law Governing. This Agreement shall be governed by, and construed in accordance with, the laws of the State.

Section 9.15. Investment of Funds. Any moneys held as part of the Rebate Fund, the Debt Service Reserve Fund, the Earnings Fund, the Project Fund, the Bond Fund or the Renewal Fund or in any special fund provided for in this Agreement or in the Indenture to be invested in the same manner as in any said Fund shall, at the written request of an Authorized Representative of the Program Facilitator, be invested and reinvested by the Trustee as provided in the Indenture (but subject to the provisions of the Tax Regulatory Agreement). Neither the Agency, the Program Facilitator nor the Trustee nor any of their members, directors, officers, agents, servants or employees shall be liable for any depreciation in the value of any such investments or for any loss arising therefrom.

Interest and profit derived from such investments shall be credited and applied as provided in the Indenture, and any loss resulting from such investments shall be similarly charged.

Section 9.16. Investment Tax Credit. It is the intention of the parties that any investment tax credit or comparable credit which may ever be available accrue to the benefit of the Lessee and the Lessee shall, and the Agency upon advice of counsel may, make any election and take other action in accordance with the Code as may be necessary to entitle the Lessee to have such benefit.

Section 9.17. Waiver of Trial by Jury. The parties do hereby expressly waive all rights to trial by jury on any cause of action directly or indirectly involving the terms, covenants or conditions of this Agreement or the Facility or any matters whatsoever arising out of or in any way connected with this Agreement.

The provision of this Agreement relating to waiver of a jury trial and the right of re-entry or re-possession shall survive the termination or expiration of this Agreement.

Section 9.18. Non-Discrimination. (a) At all times during the construction, maintenance and operation of the Facility, the Lessee shall not discriminate against any employee or applicant for employment because of race, color, creed, age, sex or national origin. The Lessee shall use its best efforts to ensure that employees and applicants for employment with the Lessee or any subtenant of the Facility are treated without regard to their race, color, creed, age, sex or national origin. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; downgraded; demoted; transferred; laid off; and terminated.

(b) The Lessee shall, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, state that all qualified applicants will be considered for employment without regard to race, color, creed or national origin, age or sex.

(c) The Lessee shall furnish to the Agency all information required by the Agency pursuant to this Section and will cooperate with the Agency for the purposes of investigation to ascertain compliance with this Section.

(d) The Agency and the Lessee shall, from time to time, mutually agree upon goals for the employment, training, or employment and training of members of minority groups in connection with performing work with respect to the Facility.

Section 9.19. No Recourse under This Agreement or on Bonds. All covenants, stipulations, promises, agreements and obligations of the Agency contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency, and not of any member, director, officer, employee or agent of the Agency in his individual capacity, and no recourse shall be had for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for any claim based thereon or hereunder against any member, director, officer, employee or agent of the Agency or any natural person executing the Bonds.

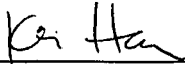
Section 9.20. Date of Agreement for Reference Purposes Only. The date of this Agreement shall be for reference purposes only and shall not be construed to imply that this Agreement was executed on the date first above written. This Agreement was executed and delivered on the date of original issuance and delivery of the Series 1999B Bonds.

IN WITNESS WHEREOF, the Agency has caused its corporate name to be hereunto subscribed by its duly authorized Chairman, Vice Chairman, Executive Director, Deputy Executive Director, General Counsel or Vice President for Legal Affairs and attested under the seal of the Agency by its Assistant Secretary and the Lessee has caused its corporate name to be subscribed hereto by its Executive Director pursuant to a resolution duly adopted by its Board of Directors, all being done as of the year and day first above written.

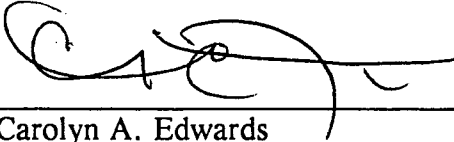
(SEAL)

NEW YORK CITY INDUSTRIAL
DEVELOPMENT AGENCY

Attest:



Assistant Secretary

By 

Carolyn A. Edwards
Deputy Executive Director

THE CENTER FOR FAMILY SUPPORT,
INC., as Lessee

By _____
Steven Vernikoff
Executive Director

Section 9.20. Date of Agreement for Reference Purposes Only. The date of this Agreement shall be for reference purposes only and shall not be construed to imply that this Agreement was executed on the date first above written. This Agreement was executed and delivered on the date of original issuance and delivery of the Series 1999B Bonds.

IN WITNESS WHEREOF, the Agency has caused its corporate name to be hereunto subscribed by its duly authorized Chairman, Vice Chairman, Executive Director, Deputy Executive Director, General Counsel or Vice President for Legal Affairs and attested under the seal of the Agency by its Assistant Secretary and the Lessee has caused its corporate name to be subscribed hereto by its Executive Director pursuant to a resolution duly adopted by its Board of Directors, all being done as of the year and day first above written.

(SEAL)

NEW YORK CITY INDUSTRIAL
DEVELOPMENT AGENCY

Attest:

Assistant Secretary

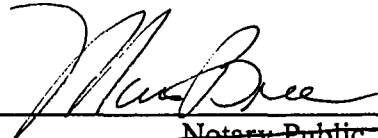
By _____
Carolyn A. Edwards
Deputy Executive Director

THE CENTER FOR FAMILY SUPPORT,
INC., as Lessee

By Steven Vernikoff
Steven Vernikoff
Executive Director

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On the 16th day of November, in the year one thousand nine hundred ninety-nine, before me, the undersigned, a ~~Notary Public~~ ^{Commissioner of Deeds} in and for said State, personally appeared Carolyn A. Edwards, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual executed the instrument.

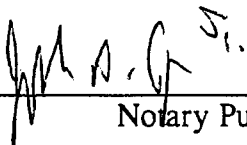


~~Notary Public~~
Commissioner of Deeds


MARTIN BREE
COMMISSIONER OF DEEDS
CITY OF NEW YORK NO. 4-5172
COMMISSION EXPIRES MAR. 01, 2001

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On the 16th day of November, in the year one thousand nine hundred ninety-nine, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven Vernikoff, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.



Notary Public

JOSEPH A. PAPA, JR.
Notary Public, State of New York
No 5032746
Qualified in Albany County 
Commission Expires August 29 ~~1999~~

APPENDICES

DESCRIPTION OF FACILITY REALTY

SECTION 14 - BLOCK 3498 LOT 39 ON THE TAX MAP OF BRONX COUNTY

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Bronx, County of Bronx, City of New York, State of New York, known as Lot No. 264 on a certain map entitled, "Map of 476 lots being property of Sound View Land and Improvement Co. located at Sound View Avenue, Beach Avenue, Lacombe Avenue, O'Brien Avenue and adjacent and intersecting Avenue, Borough of the Bronx, City of New York, made by George C. Hollerith, dated February 18, 1922 and filed in the Office of the Register of the County of Bronx on April 17, 1922 and known as Map No. 570 and more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Underhill Avenue distant 25 feet northerly from the corner formed by the intersection of the westerly side of Underhill Avenue with the northerly side of Patterson Avenue;

RUNNING THENCE westerly parallel with Patterson Avenue 100 feet;

THENCE northerly parallel with Underhill Avenue 25 feet;

THENCE easterly parallel with Patterson Avenue 100 feet to the westerly side of Underhill Avenue; and

THENCE southerly along the westerly side of Underhill Avenue 25 feet to the point or place of BEGINNING.

The Center For Family Support Inc.
403 Underhill Ave., Bronx

The Center For Family Support, Inc.
Description of Facility Equipment

Headboards (2)
Mattresses/box springs (3)
Night Stands (3)
Dressers (5)
Mirrors (5)
Lamps (3)
Platform Bed (3)
Twin set with mattress (2)
Sofa (1)
Chair (1)
Lamps (3)
End Tables (2)
Club Chair (1)
Ottoman (1)
Entertainment Storage Center (1)
Buffet (1)
Desk (1)

Agency: Center for Family Support

Project: 403 Underhill Avenue
Bronx, New York

Year ended 6/30:	Depreciation Income	Short Term Loan Income	Additional Cost of Issuance	Total Income	Bond Principal	Taxable Debt Service	Annual Depreciation Fund Balance	Agency Funded Expense	Accumulated Balance -- Depreciation Fund
2000	10,552.73	4,229.20	1,012.90	15,794.83		8,330.00	7,464.83	3,800.00	11,602.78
2001	21,105.47	8,458.40	2,025.80	31,589.67	10,000.00	17,182.50	4,407.17	3,800.00	20,404.24
2002	21,105.47	8,458.40	2,025.80	31,589.67	30,000.00		1,589.67	3,800.00	26,567.73
2003	21,105.47	8,458.40	2,025.80	31,589.67	30,000.00		1,589.67	3,800.00	32,916.12
2004	21,105.47	8,458.40	2,025.80	31,589.67	35,000.00		(3,410.33)	3,800.00	34,304.96
2005	21,105.47	4,229.20	2,025.80	27,360.47	35,000.00		(7,639.53)	3,800.00	31,379.39
2006	21,105.47		2,025.80	23,131.27	20,000.00		3,131.27	3,800.00	39,459.97
2007	21,105.47		2,025.80	23,131.27	25,000.00		(1,868.73)	3,800.00	42,632.98
2008	21,105.47		2,025.80	23,131.27	25,000.00		(1,868.73)	3,800.00	45,901.17
2009	21,105.47		2,025.80	23,131.27	25,000.00		(1,868.73)	3,800.00	49,267.41
2010	21,105.47		2,025.80	23,131.27	30,000.00		(6,868.73)	3,800.00	47,584.64
2011	21,105.47		2,025.80	23,131.27	30,000.00		(6,868.73)	3,800.00	45,851.38
2012	21,105.47		2,025.80	23,131.27	30,000.00		(6,868.73)	3,800.00	44,066.13
2013	21,105.47		2,025.80	23,131.27	35,000.00		(11,868.73)	3,800.00	37,077.31
2014	21,105.47		2,025.80	23,131.27	40,000.00		(16,868.73)	3,800.00	24,728.84
2015	10,552.73		1,012.90	11,565.63	40,000.00		(28,434.37)	3,800.00	97.31
2016									
Total:	\$ 316,582.00	\$ 42,292.00	\$ 30,387.00	\$ 389,261.00	\$ 440,000.00	\$ 25,512.50	\$ (76,251.50)		
Financing Base:	\$ 316,582.00	\$ 42,292.00	\$ 30,387.00						
OMRDD Financing:									
15 Year Loan:	\$ 471,772.00								
Need to finance:									
Project cost:	383,874.00								
Debt Service Reserve:	42,500.00								
Costs of Issuance:	30,387.00								
Contingency:	4,826.00								
Total	461,587.00								

SCHEDULE B

1. Aggregate principal amount of Series 1999B Bonds constituting the Lessee's Portion: \$462,800
2. Amortization schedule of the Lessee's Portion of the Series 1999B Bonds:

NEW YORK CITY IDA
 THE CENTER FOR FAMILY SUPPORT, INC.
 COMBINED LOANS FOR SERIES 1999B BONDS

 Debt Service Schedule

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
8/ 1/ 0	7,000.00		23,630.00	30,630.00	30,630.00
2/ 1/ 1			17,416.25	17,416.25	
8/ 1/ 1	25,800.00		17,416.25	43,216.25	60,632.50
2/ 1/ 2			16,368.75	16,368.75	
8/ 1/ 2	30,000.00		16,368.75	46,368.75	62,737.50
2/ 1/ 3			15,300.00	15,300.00	
8/ 1/ 3	30,000.00		15,300.00	45,300.00	60,600.00
2/ 1/ 4			14,231.25	14,231.25	
8/ 1/ 4	35,000.00		14,231.25	49,231.25	63,462.50
2/ 1/ 5			12,984.38	12,984.38	
8/ 1/ 5	35,000.00		12,984.38	47,984.38	60,968.75
2/ 1/ 6			11,737.50	11,737.50	
8/ 1/ 6	20,000.00		11,737.50	31,737.50	43,475.00
2/ 1/ 7			11,025.00	11,025.00	
8/ 1/ 7	25,000.00		11,025.00	36,025.00	47,050.00
2/ 1/ 8			10,040.63	10,040.63	
8/ 1/ 8	25,000.00		10,040.63	35,040.63	45,081.25
2/ 1/ 9			9,056.25	9,056.25	
8/ 1/ 9	25,000.00		9,056.25	34,056.25	43,112.50
2/ 1/10			8,071.88	8,071.88	
8/ 1/10	30,000.00		8,071.88	38,071.88	46,143.75
2/ 1/11			6,890.63	6,890.63	
8/ 1/11	30,000.00		6,890.63	36,890.63	43,781.25
2/ 1/12			5,709.38	5,709.38	
8/ 1/12	30,000.00		5,709.38	35,709.38	41,418.75
2/ 1/13			4,528.13	4,528.13	
8/ 1/13	35,000.00		4,528.13	39,528.13	44,056.25
2/ 1/14			3,150.00	3,150.00	
8/ 1/14	40,000.00		3,150.00	43,150.00	46,300.00
2/ 1/15			1,575.00	1,575.00	
8/ 1/15	40,000.00		1,575.00	41,575.00	43,150.00
<hr/>					
	462,800.00		319,800.00	782,600.00	
ACCRUED			886.13	886.13	
	462,800.00		318,913.87	781,713.87	
<hr/>					

Dated 12/ 1/99 with Delivery of 12/10/99
 Bond Years 4,124.333
 Average Coupon 7.753980
 Average Life 8.911697
 N I C % 7.753980 % Using 100.000000

Weighted Bond Years 4,112.763
 Weighted Average Life 8.886697
 Weighted N I C % 7.754248 % Using 100.000000
 T I C % 7.721631 % From Delivery Date

UniCapital Securities Corp.



New York City
Industrial Development Agency

Annual Employment Report

For the year ending June 30, ____

In order to comply with Local and State employment reporting requirements, the New York City Industrial Development Agency must require all of its project companies to complete and return the Report to the Agency no later than August 1, ____.

Telephone # _____

Tax ID # _____

Please provide information as of June 30th of jobs at the Project Location(s). Do not include any subcontractors and consultants. Include only employees and owners/principals on your payroll or that of any affiliate at the Project Location.

Number of existing FULL TIME JOBS _____

Number of existing PART TIME JOBS _____

Certification: I, the undersigned, hereby certify to the best of my knowledge and belief, that all information contained in this report is true and complete, and that I understand it is submitted pursuant to agreement. The Company hereby authorizes any private or governmental entity, including but not limited to The New York State Department of Labor ("DOL"), to release to the New York City Industrial Development Agency (the "Agency") and/or to the New York City Economic Development Corporation ("EDC"), and/or to the successors and assigns of either (collectively, the "Information Recipients"), any and all employment information under DOL's control which is pertinent to the Company and the Company's employees. In addition, upon the Agency's request, the Company shall provide to the Agency any employment information in the Company's possession which is pertinent to the Company and the Company's employees. Information released or provided to Information Recipients by DOL, or by any other governmental entity, or by any private entity, or by the Company itself, or any information previously released as provided by all or any of the foregoing parties (collectively, "Employment Information") may be disclosed by the Information Recipients in connection with the administration of the programs of the Agency, and/or EDC, and/or the successors and assigns of either, and/or The City of New York, and/or as may be necessary to comply with law; and, without limiting the foregoing, the Employment Information may be included in (x) reports prepared by the Information Recipients pursuant to New York City Local Law 69 of 1993, (y) other reports required of the Agency, and (z) any other reports required by law. This authorization shall remain in effect through the term of this transaction.

Name of Company _____

Principal/Owner/Chief Financial Officer _____

Signature _____ Date _____

If you have any questions, please call the Compliance Helpline at (212) 312-3963

*Please submit the completed form to: New York City Industrial Development Agency
110 William Street, New York, NY 10038
Attention: Compliance Unit*



New York City
Industrial Development Agency

[YEAR] subtenant survey

In order to verify compliance with Section 9.3 of your Lease Agreement, please list all subtenants occupying space in your facility and the corresponding information in complete form by **JANUARY 1, 19__**.

IMPORTANT FOR PILOT RECIPIENTS

FAILURE TO SUPPLY THIS INFORMATION BY THE ABOVE STATED DUE DATE WILL CONSTITUTE AN EVENT OF DEFAULT PURSUANT TO SECTION 7.1 OF THE LEASE AGREEMENT AND YOUR COMPANY MAY BE SUBJECT TO A TERMINATION OF THE PILOT BENEFITS.

TOTAL BUILDING SQUARE FOOTAGE _____ SQ. FT.

Subtenant	Floor	Square Feet Leased	Lease Begins	Lease Ends
-----------	-------	-----------------------	-----------------	---------------

I, the undersigned hereby certify to the best of my knowledge and belief, that the information reported above is true and complete. I understand that this information is submitted pursuant to the requirements of the Lease Agreement.

Name: _____

Title: _____

Signature: _____

Date: _____

Please mail this form to the address below, ATTENTION: COMPLIANCE UNIT.

SCHEDULE E

**Existing Mortgages, Liens or Security Interests
in the Facility**

None