

Installment Sale

Agreement &

Assignment of

Lease

**INSTALLMENT SALE AGREEMENT
AND ASSIGNMENT OF LEASE**

Dated as of December 1, 2005

by and between

NEW YORK CITY INDUSTRIAL DEVELOPMENT AGENCY

and

COMPREHENSIVE CARE MANAGEMENT CORPORATION

(Comprehensive Care Management Corporation Project)

Affecting the Land generally known by the following street addresses:

- (i) 216 East 99th Street, New York, New York 10029
Block: 1647; Lot: 1
- (ii) 2301-2331 Stillwell Avenue, Brooklyn, New York 11223
Block: 7160; Lot: 1
- (iii) 1920 Amsterdam Avenue, New York, New York 10032
Block: 2114; Lot: 35
- (iv) 1140 Seneca Avenue, Ridgewood, New York 11385
Block: 3568; Lot: 60
- (v) 183 Chrystie Street, New York, New York 10002
Block: 426; Lot: 35

in the City and State of New York as more
particularly described in Exhibit A to this Installment Sale Agreement

Record and Return to:
NIXON PEABODY LLP
437 Madison Avenue
New York, New York 10022
Attention: Scott R. Singer, Esq.

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INSTALLMENT SALE AGREEMENT AND ASSIGNMENT OF LEASE

This **INSTALLMENT SALE AGREEMENT AND ASSIGNMENT OF LEASE**, made and entered into as of December 1, 2005 (this "Agreement"), 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 **COMPREHENSIVE CARE MANAGEMENT CORPORATION**, a not-for-profit corporation duly organized and existing under the laws of the State of New York (the "Institution"), having an office at 612 Allerton Avenue, Bronx, New York 10467, party of the second part (capitalized terms used but not defined in the recitals below shall have the same meaning assigned to such terms in Section 1.1 hereof):

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 a civic 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 (the "State") 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 (the "City") and the inhabitants thereof; and

WHEREAS, to accomplish the purposes of the Act, the Agency has entered into negotiations with the Institution for the Agency to issue its civic facility revenue bonds to finance a portion of a project consisting of the financing of (a) the acquisition, renovation, equipping and furnishing of (i) an approximately 9,900 square feet of leased space on the ground floor of a building located on an approximately 12,500 square foot parcel of land at 216 East 99th Street, New York, New York 10029 (the "East 99th Street Facility"), (ii) an approximately 9,000 square foot leased building located on an approximately 11,000 square foot parcel of land at 2301-2331 Stillwell Avenue, Brooklyn, New York 11223 (the "Stillwell Avenue Facility"), (iii) an approximately 10,780 square feet of leased space on the first floor and basement of a building located on an approximately 12,100 square foot parcel of land at 1920 Amsterdam Avenue, New York, New York 10032 (the "Amsterdam Avenue Facility"), (iv) an approximately 7,500 square foot building located on an approximately 12,500 square

foot parcel of land at 1140 Seneca Avenue, Ridgewood, New York 11385 (the "Seneca Avenue Facility"), and (v) an approximately 10,000 square foot leased building located on an approximately 10,500 square foot parcel of land at 183 Chrystie Street, New York, New York 10002 (the "Chrystie Street Facility"; and, together with the East 99th Street Facility, the Stillwell Avenue Facility, the Amsterdam Avenue Facility and the Seneca Avenue Facility, the "Facility"), all for use by the Institution to further its capacity to make available health care and medical services, rehabilitative services, day care services, nursing care and recreational and social programs, (b) the funding of a Debt Service Reserve Fund, and (c) certain costs of issuance relating to the issuance of the Series 2005 Bonds (as hereinafter defined) (collectively, the "Project"); and

WHEREAS, the Institution will lease the Facility to the Agency pursuant to an Institution Lease Agreement of even date herewith; and

WHEREAS pursuant hereto, the Agency will sell and assign its leasehold interest in the Facility to the Institution; and

WHEREAS in furtherance of said purpose, the Agency adopted a resolution on December 13, 2005, authorizing the Project and undertaking to permit the issuance of its civic facility revenue bonds to finance a portion of the costs of the Project; and

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

WHEREAS, the Agency, in order to provide funds for a portion of the cost of the Project and for a portion of incidental and related costs thereto, will issue and sell its Civic Facility Revenue Bonds (Comprehensive Care Management Corporation Project), Series 2005A in the aggregate principal amount of \$3,085,000, its Civic Facility Revenue Bonds (Comprehensive Care Management Corporation Project), Series 2005B in the aggregate principal amount of \$3,090,000, its Civic Facility Revenue Bonds (Comprehensive Care Management Corporation Project), Series 2005C in the aggregate principal amount of \$2,565,000, its Civic Facility Revenue Bonds (Comprehensive Care Management Corporation Project), Series 2005D in the aggregate principal amount of \$3,240,000 and its Civic Facility Revenue Bonds (Comprehensive Care Management Corporation Project), Series 2005E in the aggregate principal amount of \$4,190,000 (collectively, the "Series 2005 Bonds") pursuant to the Act, the resolution adopted on December 13, 2005 and an Indenture of Trust, dated as of even date herewith (the "Indenture"), by and between the Agency and The Bank of New York, as trustee (the "Trustee"), securing said Series 2005 Bonds; and

WHEREAS, the Agency, in order to provide funds to accomplish the purposes herein set forth, from time to time, subject to the terms and conditions hereof and of the Indenture, may issue Additional Bonds (as hereinafter defined) (said Additional Bonds and the Series 2005 Bond are referred to herein as the "Bonds") under and pursuant to the Indenture;

WHEREAS, concurrently with the execution hereof, (i) the Agency and the Institution will grant a mortgage lien on and security interest in the Seneca Avenue Facility to the Trustee as security for the Bonds; and (ii) the payment of the principal of, redemption premium, if

applicable, and the interest on the Bonds will be guaranteed by the Institution 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 or of the City, and neither the State nor the City shall be liable on any obligation so incurred, but any such obligation shall be payable solely out of the installment purchase payments, revenues and receipts derived from or in connection with the Facility, including moneys received under this 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 Tax Compliance Agreement herein below defined. The following terms shall have the following meanings in this Agreement:

Additional Bonds shall mean any Bonds of a Series, other than the Series 2005 Bonds, authorized to be issued pursuant to a Supplemental Indenture issued under and pursuant to the Indenture.

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.

Agency Mortgage shall mean the Agency Mortgage and Security Agreement (Seneca Avenue Facility), of even date herewith, from the Agency and the Institution to the Trustee, and shall include any and all amendments thereof and supplements thereto hereafter made in conformity therewith and herewith and creating a mortgage lien or leasehold mortgage lien which shall encumber the Seneca Avenue Facility.

Agreement shall mean this Installment Sale Agreement and Assignment of Lease dated as of December 1, 2005 between the Agency and the Institution, and shall include any and all amendments and supplements thereto hereafter made in conformity herewith and with the Indenture.

Amsterdam Avenue Facility shall mean, collectively, the Amsterdam Avenue Facility Realty and the Amsterdam Avenue Facility Equipment.

Amsterdam Avenue Facility Equipment shall mean those items of equipment, furniture, furnishings or other tangible personalty acquired for installation or use at the Amsterdam Avenue Facility Realty as part of the Project pursuant to Section 2.1 of this Agreement and described in the Description of Amsterdam Avenue 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 Amsterdam Avenue Facility Equipment shall, in accordance with the provisions of Sections 4.2 and 5.1 of this Agreement, include all property substituted for or replacing items of Amsterdam Avenue Facility Equipment and exclude all items of Amsterdam Avenue Facility Equipment so substituted for or replaced, and further exclude all items of Amsterdam Avenue Facility Equipment removed as provided in Section 4.2 of this Agreement.

Amsterdam Avenue Facility Realty shall mean the land described in the Description of Amsterdam Avenue Facility Realty in the Appendices hereto 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.

Amsterdam Avenue Prime Lease shall mean that certain Lease, dated as of June 24, 2003, between the Amsterdam Avenue Prime Landlord and the Institution, as amended or supplemented from time to time.

Amsterdam Avenue Prime Landlord shall mean 2013 Amsterdam Avenue Housing Association and its successors and assigns.

Authorized Representative shall mean, (i) in the case of the Agency, the Chairperson, Vice Chairperson, Treasurer, Assistant Treasurer, Secretary, Assistant Secretary, Executive Director, Deputy Executive Director, General Counsel or Vice President for Legal Affairs of the Agency, or any other officer or employee of the Agency who is authorized to perform specific acts or to discharge specific duties hereunder and of whom another Authorized Representative of the Agency gives written notice to the Trustee and the Institution, and (ii) in the case of the Institution, the President, any Vice President, the Secretary, the Treasurer or any other employee of the Institution duly authorized to act on behalf of the Institution by a written certificate signed on behalf of the Institution by another Authorized Representative of the Institution delivered to the Agency and the Trustee.

Bond Resolution shall mean the resolution of the Agency adopted on December 13, 2005 authorizing the Project, and undertaking to permit the issuance of its civic facility revenue bonds to finance the Project.

Bonds shall mean, collectively, the Series 2005 Bonds and any Additional Bonds.

Business Day shall mean any day that shall not be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close.

Chrystie Street Facility shall mean, collectively, the Chrystie Street Facility Realty and the Chrystie Street Facility Equipment.

Chrystie Street Facility Equipment shall mean those items of equipment, furniture, furnishings or other tangible personalty acquired for installation or use at the Chrystie Street Facility Realty as part of the Project pursuant to Section 2.1 of this Agreement and described in the Description of Chrystie Street 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 Chrystie Street Facility Equipment shall, in accordance with the provisions of Sections 4.2 and 5.1 of this Agreement, include all property substituted for or replacing items of Chrystie Street Facility Equipment and exclude all items of Chrystie Street Facility Equipment so substituted for or replaced, and further exclude all items of Chrystie Street Facility Equipment removed as provided in Section 4.2 of this Agreement.

Chrystie Street Facility Realty shall mean the land described in the Description of Chrystie Street Facility Realty in the Appendices hereto 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.

Chrystie Street Prime Lease shall mean that certain Lease, dated as of December 31, 2003, between the Chrystie Street Prime Landlord and the Institution, as amended or supplemented from time to time.

Chrystie Prime Landlord shall mean Fishkind & Company, LLC and its successors and assigns.

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.

Commencement Date shall mean December 22, 2005, on which date this Agreement was delivered.

East 99th Street Facility shall mean, collectively, the East 99th Street Facility Realty and the East 99th Street Facility Equipment.

East 99th Street Facility Equipment shall mean those items of equipment, furniture, furnishings or other tangible personalty acquired for installation or use at the East 99th Street Facility Realty as part of the Project pursuant to Section 2.1 of this Agreement and described in the Description of East 99th Street 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 East 99th Street Facility Equipment shall, in accordance with the provisions of Sections 4.2 and 5.1 of this Agreement, include all property substituted for or replacing items of East 99th Street Facility Equipment and exclude all items of East 99th Street Facility

Equipment so substituted for or replaced, and further exclude all items of East 99th Street Facility Equipment removed as provided in Section 4.2 of this Agreement.

East 99th Street Facility Realty shall mean the land described in the Description of East 99th Street Facility Realty in the Appendices hereto 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.

East 99th Street Prime Lease shall mean that certain Lease, dated as of April 16, 2003, between the East 99th Street Prime Landlord and the Institution, as amended or supplemented from time to time.

East 99th Street Prime Landlord shall mean New York City Housing Authority and its successors and assigns.

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

Facility shall mean, collectively, the Facility Realty and the Facility Equipment.

Facility Equipment shall mean, collectively, the East 99th Street Facility Equipment, the Stillwell Avenue Facility Equipment, the Amsterdam Avenue Facility Equipment, the Seneca Avenue Facility Equipment and the Chrystie Street Facility Equipment.

Facility Realty shall mean, collectively, the East 99th Street Facility Realty, the Stillwell Avenue Facility Realty, the Amsterdam Avenue Facility Realty, the Seneca Avenue Facility Realty and the Chrystie Street Facility Realty.

Fiscal Year of the Institution shall mean a year of 365 or 366 days, as the case may be, commencing on January 1 and ending on December 31 of each calendar year, or such other fiscal year of similar length as to which the Institution shall have given prior written notice thereof to the Agency and the Trustee at least ninety (90) days prior to the commencement thereof.

Guarantors shall mean the Institution and its permitted successors and assigns.

Guaranty Agreement shall mean the Guaranty Agreement, dated as of even date herewith, from the Institution, as guarantor, to the Trustee.

Improvements shall mean all buildings, structures, foundations, related facilities, fixtures and other improvements existing on the Commencement Date or at any time made, erected or situated on the Land (including any improvements made as part of the Project pursuant to Section 2.1 hereof) and all replacements, improvements, extensions, substitutions, restorations, repairs or additions thereto, but excluding any improvements released pursuant to Section 4.2 hereof.

Indenture shall mean the Indenture of Trust, dated as of even date herewith, by and between the Agency and the Trustee, as from time to time may be amended or supplemented by Supplemental Indentures in accordance with Article IX of the Indenture.

Independent Engineer shall mean a person (not an employee of either the Agency, the Institution or any affiliate thereof) registered and qualified to practice engineering or architecture under the laws of the State, selected by the Institution, and approved, in writing, by the Agency (which approvals shall not be unreasonably withheld).

Institution shall mean Comprehensive Care Management Corporation and its permitted successors and assigns pursuant to Sections 6.1 or 9.3 hereof.

Institution Lease shall mean the Institution Lease Agreement, dated as of even date herewith, between the Institution and the Agency, and shall include any amendments and supplements thereto and hereinafter made in conformity therewith and with the Indenture.

Land shall mean, collectively, those certain lots, pieces or parcels of land generally known by the street addresses 216 East 99th Street, New York, New York 10029, 2301-2331 Stillwell Avenue, Brooklyn, New York 11223, 1920 Amsterdam Avenue, New York, New York 10032, 1140 Seneca Avenue, Ridgewood, New York 11385 and 183 Chrystie Street, New York, New York 10002, respectively, all as more particularly described on Exhibit B – “Description of the Facility” annexed hereto and made a part hereof, together with all easements, rights and interests now or hereafter appurtenant or beneficial thereto; but excluding, however, any real property or interest therein released pursuant to Section 6.4 hereof.

Legal Requirements shall mean the Constitutions of the United States and of the State of New York, all laws, statutes, codes, acts, ordinances, resolutions, orders, judgments decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements (including but not limited to zoning, land use, planning, environmental protection, air, water and land pollution, toxic wastes, hazardous wastes, solid wastes, wetlands, health, safety, equal opportunity, minimum wages and employment practices) of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, that are applicable now or may be applicable at any time hereafter to (i) the Institution, (ii) the Facility or any part thereof, or (iii) any use or condition of the Facility or any part thereof.

Liens shall have the meaning specified in Section 6.5(a) hereof.

Loss Event shall have the meaning specified in Section 5.1(a) hereof.

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

Opinion of Counsel shall mean a written opinion of counsel, who may (except as otherwise expressly provided in the Indenture or this Agreement) be counsel for the Institution or the Agency and who shall be acceptable to the Agency and the Trustee (such approvals not to

be unreasonably withheld), and which opinion shall be in a form reasonably acceptable to the Agency and the Trustee.

Permitted Encumbrances shall mean:

- (i) this Agreement, the Institution Lease Agreement, the Agency Mortgage and the Indenture and any other Security Documents;
- (ii) liens for real estate taxes, assessments, levies and other governmental charges, the payment of which is not in default;
- (iii) any mechanic's, workmen's, repairmen's, materialmen's, contractors', carriers', suppliers' or vendors' Lien or right in respect thereof if payment is not yet due and payable, all if and to the extent permitted by Section 6.5 hereof;
- (iv) any lien, security interest, encumbrance or charge, or any conditional sale or other title retention agreement, that any vendor of Facility property or any contractor hired to perform Project work may place on or with respect to the Facility or any part thereof;
- (v) utility, access and other easements and rights-of-way, restrictions and exceptions that an Authorized Representative of the Institution certifies to the Agency and Trustee will not materially interfere with or impair the Institution's use and enjoyment of the Facility as herein provided;
- (vi) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to property similar in character to the Facility as do not, as set forth in a certificate of an Authorized Representative delivered to the Agency, either singly or in the aggregate, render title to the Facility unmarketable or materially impair the property affected thereby for the purpose for which it was acquired and held by the Agency hereunder or purport to impose liabilities or obligations on the Agency;
- (viii) those exceptions to title to the Facility enumerated in the title insurance policy delivered pursuant to Section 2.3 hereof insuring the leasehold title of the Agency to the Facility, copies of which are on file at the principal corporate office of the Agency and the Trustee;
- (ix) any mortgage, lien, security interest or other encumbrance which exists in favor of the Trustee or to which the Trustee shall consent (at the request of the Bondholders);
- (x) liens existing as of the date of initial delivery of the Bonds with regard to any Facility Equipment; and
- (xi) equipment leases and/or purchase money security interests.

Person shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, general partnership, limited liability company or government or any agency or political subdivision thereof or other entity.

Plans and Specifications shall mean the plans and specifications prepared for the Project or for any additions or modifications to the Project by or on behalf of the Institution, as amended from time to time, or on behalf of the Institution to reflect any remodeling or relocating of the Project or substitutions, additions, modifications and improvements to the Project made by the Institution in compliance with this Agreement, said plans and specifications being duly certified by an Authorized Representative of the Institution and filed in the principal corporate trust office of the Trustee and made available to the Agency.

Prime Lease shall mean, collectively, the Amsterdam Avenue Prime Lease, the Chrystie Street Prime Lease, the East 99th Street Prime Lease and the Stillwell Avenue Prime Lease.

Prime Landlord shall mean, collectively, the Amsterdam Avenue Prime Landlord, the Chrystie Street Prime Landlord, the East 99th Street Prime Landlord and the Stillwell Avenue Prime Landlord.

Prohibited Person shall mean (i) any Person (A) that is in default or in breach, beyond any applicable grace period, of its obligations under any written agreement with the Agency or the City, or (B) that directly or indirectly controls, is controlled by, or is under common control with a Person that is in default or in breach, beyond any applicable grace period, of its obligations under any written agreement with the Agency or the City, unless such default or breach has been waived in writing by the Agency or the City, as the case may be, and (ii) any Person (A) that has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure, or (B) that directly or indirectly controls, is controlled by, or is under common control with a Person that has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure.

Project shall have the meaning ascribed thereto in the recitals hereto.

Project Cost Budget shall mean that certain budget for costs of the Project as set forth by the Institution in Exhibit C – “Project Cost Budget” – attached to this Agreement.

Seneca Avenue Facility shall mean, collectively, the Seneca Avenue Facility Realty and the Seneca Avenue Facility Equipment.

Seneca Avenue Facility Equipment shall mean those items of equipment, furniture, furnishings or other tangible personalty acquired for installation or use at the Seneca Avenue Facility Realty as part of the Project pursuant to Section 2.1 of this Agreement and described in the Description of Seneca Avenue 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 Seneca Avenue Facility Equipment shall, in accordance with the

provisions of Sections 4.2 and 5.1 of this Agreement, include all property substituted for or replacing items of Seneca Avenue Facility Equipment and exclude all items of Seneca Avenue Facility Equipment so substituted for or replaced, and further exclude all items of Seneca Avenue Facility Equipment removed as provided in Section 4.2 of this Agreement.

Seneca Avenue Facility Realty shall mean the land described in the Description of Seneca Avenue Facility Realty in the Appendices hereto 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.

Series 2005 Bonds shall mean, collectively, the Series 2005A Bonds, the Series 2005B Bonds, the Series 2005C Bonds, the Series 2005D Bonds and the Series 2005E Bonds.

Series 2005A Bonds shall mean the Agency's Civic Facility Revenue Bonds (Comprehensive Care Management Corporation Project), Series 2005A issued, executed, authenticated and delivered pursuant to Article II of the Indenture.

Series 2005B Bonds shall mean the Agency's Civic Facility Revenue Bonds (Comprehensive Care Management Corporation Project), Series 2005B issued, executed, authenticated and delivered pursuant to Article II of the Indenture.

Series 2005C Bonds shall mean the Agency's Civic Facility Revenue Bonds (Comprehensive Care Management Corporation Project), Series 2005C issued, executed, authenticated and delivered pursuant to Article II of the Indenture.

Series 2005D Bonds shall mean the Agency's Civic Facility Revenue Bonds (Comprehensive Care Management Corporation Project), Series 2005D issued, executed, authenticated and delivered pursuant to Article II of the Indenture.

Series 2005E Bonds shall mean the Agency's Civic Facility Revenue Bonds (Comprehensive Care Management Corporation Project), Series 2005E issued, executed, authenticated and delivered pursuant to Article II of the Indenture

State shall mean the State of New York.

Stillwell Avenue Facility shall mean, collectively, the Stillwell Avenue Facility Realty and the Stillwell Avenue Facility Equipment.

Stillwell Avenue Facility Equipment shall mean those items of equipment, furniture, furnishings or other tangible personalty acquired for installation or use at the Stillwell Avenue Facility Realty as part of the Project pursuant to Section 2.1 of this Agreement and described in the Description of Stillwell Avenue 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 Stillwell Avenue Facility Equipment shall, in accordance with the provisions of Sections 4.2 and 5.1 of this Agreement, include all property substituted for or replacing items of Stillwell Avenue Facility Equipment and exclude all items of Stillwell Avenue Facility Equipment so substituted for or replaced, and further exclude all items of Stillwell Avenue Facility Equipment removed as provided in Section 4.2 of this Agreement.

Stillwell Avenue Facility Realty shall mean the land described in the Description of Stillwell Avenue Facility Realty in the Appendices hereto 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.

Stillwell Avenue Prime Lease shall mean that certain Lease, dated as of August 13, 2002, between the Stillwell Avenue Prime Landlord and the Institution, as amended or supplemented from time to time.

Stillwell Avenue Prime Landlord shall mean Mirav Realty, Inc. and its successors and assigns.

Tax Compliance Agreement shall mean the Tax Compliance Agreement of even date herewith between the Agency and the Institution, and shall include any and all amendments thereof and supplements thereto made in conformity therewith and with the Indenture.

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 of the type 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.

Trustee shall mean The Bank of 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”, “hereof”, “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 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 and limited liability partnerships), trusts, corporations, limited liability companies 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 the 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 by any of the Security Documents to which the Agency is a party and to carry out its obligations hereunder. By proper action of its members and board of directors, the Agency has duly authorized the execution and delivery of this Agreement and such other Security Documents to which the Agency is a party.

(b) In order to finance a portion of the cost of the Project, the Agency proposes to issue the Series 2005 Bonds in the aggregate principal amount of \$16,170,000. The Series 2005 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 Institution contained in this Agreement and the information contained in the application and other materials heretofore submitted by or on behalf of the Institution to the Agency, hereby finds and determines that the financing of a portion of the costs of the Project by the Agency and the sale of the Agency's leasehold interest in the Facility under the Institution Lease to the Institution is reasonably necessary to induce the Institution to proceed with the Project.

Section 1.5 Representations and Warranties by Institution.

The Institution makes the following representations and warranties, effective as of the date of issuance of the Bonds:

(a) The Institution is a New York not-for-profit corporation, duly organized, 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 by-laws, has the corporate power and authority to own property and assets, to carry on its business as now being conducted by it and to execute, deliver and perform this Agreement and each other Security Document to which it is or shall be a party. The Institution 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 each other Security Document to which the Institution is or shall be a party and the consummation of the transactions herein and therein contemplated have been duly authorized by all requisite corporate action on the part of the Institution and will not violate any provision of law, any order of any court or agency of government, or the certificate of incorporation or by-laws of the Institution, or any indenture, agreement or other instrument to which the Institution is a party or by which it or any of its property is 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 upon the Facility other than Permitted Encumbrances.

(c) Expenses for supervision by the officers or employees of the Institution 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 Institution 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 Institution to proceed with the Project.

(e) The total cost of the Project being funded with the Series 2005 Bonds is at least \$16,170,000, which represents only a portion of the total cost to the Institution.

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

(g) The Facility will constitute a "civic facility" under the Act.

(h) The Facility has been designed, and the operation of the Facility, upon completion, 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.

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

(j) The Institution intends to operate the Facility or cause the Facility to be operated (i) in accordance with this Agreement, (ii) as a qualified "project" in accordance with and as defined under the Act, and (iii) as a "civic facility" as such term is used in the Act.

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

(l) No part of the proceeds of the Bonds will be used to finance or refinance inventory or will be used for working capital or to finance or refinance any cost other than costs of acquisition, renovation, equipping and furnishing of the Facility, and such costs of the acquisition, renovation, equipping and furnishing shall constitute Project Costs treated by the Institution as capital expenditures in conformity with generally accepted accounting principles applied on a consistent basis.

(m) No part of the proceeds of the Bonds (or any earnings thereon) shall be used in connection with the transactions contemplated by this Agreement for the purpose of preventing the establishment of an industrial or manufacturing plant or for the purpose of advertising or promotional materials which depict elected or appointed government officials in either print or electronic media, nor shall any funds of the Agency be given hereunder to any group or organization which is attempting to prevent the establishment of an industrial or manufacturing plant within the State.

(n) This Agreement and the other Security Documents to which the Institution is a party constitute the legal, valid and binding obligations of the Institution enforceable against the Institution in accordance with their respective terms except to the extent that the enforceability thereof may be limited by bankruptcy, moratorium or insolvency or other laws affecting creditors' rights generally, or the rights of creditors generally and by application of general rules of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(o) The information set forth in the Tax Compliance Agreement, dated as of December 22, 2005 (the "Tax Compliance Agreement"), executed by the Institution, is true and correct as of the date of such Tax Compliance Agreement and is incorporated by reference into this Agreement as if fully set forth herein.

(p) The Fiscal Year of the Institution shall mean a year of 365 or 366 days, as the case may be, commencing on January 1 and ending on December 31.

(q) The rentable square footage of the East 99th Street Facility is approximately 9,900 square feet; the rentable square footage of the Stillwell Avenue Facility is approximately 9,000 square feet; the rentable square footage of the Amsterdam Avenue Facility is approximately 10,780 square feet; the rentable square footage of the Seneca Avenue Facility is approximately 7,500 square feet; and the rentable square footage of the Chrystie Street Facility is approximately 10,000 square feet.

(r) The square footage of the parcel of land of the East 99th Street Facility is approximately 12,500 square feet; the square footage of the parcel of land of the Stillwell Avenue Facility is approximately 11,000 square feet; the square footage of the parcel of land of the Amsterdam Avenue Facility is approximately 12,100 square feet; the square footage of the parcel of land of the Seneca Avenue Facility is approximately 12,500 square feet and the square footage of the parcel of land of the Chrystie Street Facility is approximately 10,500 square feet.

(s) Neither the Institution nor any affiliate thereof is a Prohibited Person.

(t) Each Prime Lease is in full force and effect, and the Institution has no knowledge of the occurrence of any breach or default on its part thereunder which might cause an "event of default" under such Prime Lease.

(u) Each Facility (except the Seneca Avenue Facility) consists of certain property demised to the Institution under the related Prime Lease as further described in Exhibit B attached hereto.

(v) The execution, delivery and performance of this Agreement and of the Institution Lease by the Institution do not constitute a breach, default or violation of the terms of any Prime Lease, nor do they require any consent of a Prime Landlord which consent has not been obtained prior to the date hereof.

ARTICLE II

THE PROJECT

Section 2.1 The Project.

(a) Pursuant to the Institution Lease, the Institution shall cause to be conveyed to the Agency at the time of the delivery of and payment for the Series 2005 Bonds good and valid leasehold interest to the Facility 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 2005 Bonds deposited in the Project Fund to the extent permitted by Section 2.2 hereof and Section 5.02 of the Indenture.

(b) The Agency hereby appoints the Institution its true and lawful agent, and the Institution hereby accepts such agency, for purposes of undertaking the Project, including, without limitation, (i) acquiring, renovating, equipping and furnishing the Facility comprising the Project, (ii) making, executing, acknowledging and delivering any contracts, orders, receipts, writings and instructions with any other Persons, and in general doing all things which may be requisite or proper, all for the purposes of undertaking the Project with the same powers and with the same validity and effect as the Agency could do if acting on its own behalf, (iii) paying all fees, costs and expenses incurred in the acquisition, renovation, equipping, furnishing and completion of the Project from funds made available therefor in accordance with or as contemplated by this Agreement and (iv) asking, demanding, suing for, levying, recovering and receiving all such sums of money, debts due and other demands whatsoever which may be due, owing and payable to the Agency under the terms of any contract, order, receipt or writing in connection with the Project and to enforce the provisions of any contract, agreement, obligation, bond or other performance security entered into or obtained in connection with the Project. The Institution unconditionally represents, warrants, covenants and agrees that it will complete the Project, or cause the Project to be completed, in accordance with the Plans and Specifications, in a good and workman-like manner, free of material defects in workmanship (including latent defects) and materials by June 30, 2008; provided, however, the

Institution may revise the scope of the Project and may amend the Plans and Specifications, in either case subject to the prior written consent of the Agency (which consent shall not be unreasonably withheld) if such revisions or amendments would result in an increase in the estimated total cost of the Project of more than 10% of the estimated total cost of the Project before such revisions or amendments. The Agency and the Institution acknowledge and agree that the cost of the Project shall be paid from amounts on deposit in the Project Fund established under, and subject to, the Indenture derived from (i) the proceeds of the sale of the Bonds and interest earnings required by the terms of the Indenture to be deposited therein, and (ii) to the extent such amounts in the Project Fund are insufficient to pay all costs of the Project, from other available funds of the Institution. In the event that amounts on deposit in the Project Fund are not sufficient to pay the costs necessary to complete the Project in full, the Institution shall pay that portion of such costs of the Project as may be in excess of the amounts in the Project Fund available therefor and shall not be entitled to any reimbursement therefor from the Agency, the Trustee or the Owners of any of the Bonds (except from the proceeds of Additional Bonds which may be issued for that purpose), nor shall the Institution be entitled to any diminution of the installment purchase payments payable or other payments to be made under this Agreement.

(c) The Institution shall pay (i) all of the costs and expenses in connection with the preparation of any instruments of conveyance, the delivery of any instruments and documents and their filing and recording, if required, (ii) all taxes and charges payable in connection with the 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.

(d) The Institution covenants that it will obtain or cause to be obtained all necessary approvals from any and all governmental agencies requisite to the Project and operation of the Facility, 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 and this Agreement and the Prime Lease, as applicable. Promptly upon completion of the Project, the Institution will obtain or cause to be obtained all required occupancy 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.

(e) The date of completion of the Project shall be evidenced by a certificate of an Authorized Representative of the Institution in the form of Schedule C attached hereto, delivered to the Agency and the Trustee. Such certificate shall further certify as to the determination of the rebate requirement as provided in the Tax Compliance Agreement and the Indenture and shall direct any transfer to, or make payments of amounts for deposit in, the Rebate Fund.

Notwithstanding the foregoing, such certificate shall state (i) that it is given without prejudice to any rights of the Institution against third parties which exist at the date of such certificate or which may subsequently come into being, (ii) that it is given only for the purposes of this Section and Section 5.02(d) of the Indenture, and (iii) that no Person other than the

Agency and the Trustee may benefit therefrom. Such certificate of the Authorized Representative shall be accompanied by (i) a temporary certificate of occupancy, followed by a permanent certificate of occupancy when available, and any and all permissions, approvals, licenses or consents required of governmental authorities for the occupancy, operation and use of the Facility for the purposes contemplated by this Agreement; (ii) an Opinion of Counsel addressed to the Agency and the Trustee to the effect that the security interests created under the Indenture have been duly perfected and constitute valid security interests in all installment purchase payments and other amounts payable by the Institution to the Agency under the provisions of this Agreement; (iii) evidence satisfactory to the Agency that all real property taxes and assessments, or payments in lieu of taxes payable under Section 4.3 hereof, if any, with respect to the Facility Realty have been paid in full; and (iv) a survey of the Seneca Avenue Facility prepared by a licensed surveyor at the Institution's sole cost and expense, which survey shall (1) locate the building structures and improvements constructed as part of the Seneca Avenue Facility without any encroachment by any building or structural improvement on premises adjoining the related Land, (2) show the location of all building structures and improvements constituting part of the Seneca Avenue Facility within lot and building lines in compliance with the applicable zoning requirements, and (3) indicate all rights of way and rights of others of record with respect to the Seneca Avenue Facility.

Section 2.2 Issuance of Series 2005 Bonds; Application of Proceeds of Series 2005 Bonds; Additional Bonds.

(a) Contemporaneously with the execution and delivery of this Agreement, the Agency will sell and deliver the Series 2005 Bonds in the aggregate principal amount of \$16,170,000 under a resolution adopted by the Agency on December 13, 2005, authorizing the issuance of the Series 2005 Bonds under and pursuant to the Indenture. The proceeds of sale of the Series 2005 Bonds shall be applied as follows: (i) the interest accruing on the Series 2005 Bonds to the date of delivery thereof, if any, shall be deposited in the respective subaccount of the Interest Account of the Bond Fund, (ii) proceeds equal to the Debt Service Reserve Fund Requirement shall be deposited in the applicable account of the Debt Service Reserve Fund, and (iii) the balance of the proceeds shall be deposited in the respective subaccount of the Project Account of the Project Fund and applied to the payment of the Project Costs in accordance with the provisions of the Indenture. Pending such application, amounts in the Project Fund may be invested as provided in the Indenture.

(b) The application of the proceeds of sale of the Series 2005 Bonds is subject to the trust fund provisions of Section 13 of the Lien Law of the State. The Institution shall receive all advances of the proceeds of the Series 2005 Bonds to be made hereunder and will hold the right to receive the same as a trust fund for the purpose of paying the cost of the Project and shall apply the same first to such payment before using any part thereof for any other purpose permitted hereunder.

(c) The Agency and the Institution recognize that under the provisions of and subject to the conditions set forth in the Indenture and so long as this Agreement is in effect, one or more series of Additional Bonds may be issued, authenticated and delivered upon original issuance for any or all of the following purposes: (i) providing funds in excess of the net proceeds of insurance and condemnation awards necessary to repair, relocate, replace, rebuild or

restore the Facility in the event of damage, destruction or taking by eminent domain, (ii) providing for the financing or refinancing of Project Costs in connection with the acquisition, construction or installation of additional Improvements or Facility Equipment for incorporation into the Facility as part of the Project, (iii) refunding any Bonds issued by the Agency or any indebtedness incurred by the Institution to finance or refinance the acquisition or improvement of the Facility, and (iv) providing additional funds for the Debt Service Reserve Fund.

Section 2.3 Title Insurance.

Simultaneously with the delivery of each Series of Bonds to the original purchaser(s) thereof, the Institution will obtain and deliver to the Agency (a) leasehold title insurance in an amount not less than \$500,000 insuring the Agency's leasehold interest in each property comprising the Facility under the Institution Lease against loss as a result of defects in leasehold interest of the Agency, (b) mortgagee title insurance in an amount not less than \$4,190,000 insuring the Trustee's interest under the Agency Mortgage as holder of the mortgage lien on the Seneca Avenue Facility, and (c) a current survey of each site of the Facility certified to the Agency and the Trustee. The title insurance policies shall be subject only to Permitted Encumbrances and shall provide for, among other things, the following: (1) full coverage against mechanics' liens; (2) no exceptions other than those approved by the Agency and the Trustee or the majority of the Bondholders; and (3) such other matters as the Agency and/or the Trustee (acting at the written direction of the majority of the Bondholders) shall reasonably request. Any proceeds of such leasehold title insurance shall be paid to the Trustee for deposit in the Renewal Fund and applied to remedy the defect in the Agency's leasehold interest. If not so capable of being applied or if any amounts remain, the amounts in the accounts of the Renewal Fund shall be deposited by the Trustee in the applicable subaccounts of 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 Seneca Avenue Facility shall be paid to the Trustee and deposited by the Trustee in the applicable subaccount of the Redemption Account of the Bond Fund.

ARTICLE III

SALE OF INTEREST IN FACILITY; INSTALLMENT PURCHASE PAYMENTS AND RELATED PROVISIONS

Section 3.1 Lease and Sale of the Facility.

Pursuant to the Institution Lease, the Institution has leased the Facility to the Agency. The Agency hereby assigns, conveys, sells and transfers to the Institution the Agency's leasehold interest in the Facility (other than the Agency's Reserved Rights) under and in the Institution Lease, all for and during the term herein provided and upon and subject to the terms and conditions herein set forth. The Institution shall at all times during the term of this Agreement occupy, use and operate the Facility, or cause the Facility to be occupied, used and operated, as a civic facility in accordance with the provisions of the Act and for the general purposes specified in the recitals to this Agreement. The Institution 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.

It is the intention of the Agency and the Institution under this Agreement that the sale by the Agency hereunder of its leasehold interest in the Facility under the Institution Lease shall not result in the merger of the leasehold estate and interests of the Institution and the Agency under the Institution Lease so as to effect a termination or any other impairment of the Institution Lease; and until the termination of the Institution Lease in accordance with its terms or the expiration hereof, the Institution Lease shall continue in full force and effect to the same extent as if the Agency had not sold its leasehold interest in the Facility to the Institution pursuant to this Agreement.

Section 3.2 Duration of Term.

The term of this Agreement shall commence on the date of execution and delivery of this Agreement and shall expire, (a) with respect to the Amsterdam Avenue Facility, on the earliest of (i) May 1, 2026, (ii) the termination or rescission of the Amsterdam Avenue Prime Lease, (iii) one Business Day prior to the expiration of the term of the Amsterdam Avenue Prime Lease, (iv) the assignment by the Institution of its interest in the Amsterdam Avenue Facility (other than pursuant to Section 6.1 hereof), (v) the day on which the Institution ceases to possess the Amsterdam Avenue Facility or (vi) such date as this Agreement is terminated as herein provided, (b) with respect to the Chrystie Street Facility, on the earliest of (i) May 1, 2019, (ii) the termination or rescission of the Chrystie Street Prime Lease, (iii) one Business Day prior to the expiration of the term of the Chrystie Street Prime Lease, (iv) the assignment by the Institution of its interest in the Chrystie Street Facility (other than pursuant to Section 6.1 hereof), (v) the day on which the Institution ceases to possess the Chrystie Street Facility or (vi) such date as this Agreement is terminated as herein provided, (c) with respect to the East 99th Street Facility, on the earliest of (i) August 1, 2018, (ii) the termination or rescission of the East 99th Street Prime Lease, (iii) one Business Day prior to the expiration of the term of the East 99th Street Prime Lease, (iv) the assignment by the Institution of its interest in the East 99th Street Facility (other than pursuant to Section 6.1 hereof), (v) the day on which the Institution ceases to possess the East 99th Street Facility or (vi) such date as this Agreement is terminated as herein provided, (d) with respect to the Seneca Avenue Facility, on the earliest of (i) November 1, 2035, or (ii) such date as this Agreement is terminated as herein provided, and (e) with respect to the Stillwell Avenue Facility, on the earliest of (i) November 1, 2018, (ii) the termination or rescission of the Stillwell Avenue Prime Lease, (iii) one Business Day prior to the expiration of the term of the Stillwell Avenue Prime Lease, (iv) the assignment by the Institution of its interest in the Stillwell Avenue Facility (other than pursuant to Section 6.1 hereof), (v) the day on which the Institution ceases to possess the Stillwell Avenue Facility or (vi) such date as this Agreement is terminated as herein provided. The Agency hereby conveys to the Institution and the Institution hereby accepts sole and exclusive possession of the Facility as and to the extent the Agency has received same under the Institution Lease.

Section 3.3 Payment Provisions.

(a) Installment Purchase Payments. The Institution covenants to make installment purchase payments which the Agency directs the Institution to pay directly to the Trustee. Such installment purchase payments shall be paid during the term of this Agreement, by wire transfer, not later than one (1) Business Day prior to each due date for the payment of the principal or Redemption Price, if applicable, of, and interest on, the Bonds as set forth in the Indenture until the principal or Redemption Price, if applicable, and interest on the Bonds shall have been fully paid, or provision for the payment thereof shall have been made in accordance with the provisions of Section 10.01 of the Indenture. The amount of each such installment purchase payment shall be an amount sufficient, together with any amounts then available in the Bond Fund at the time of payment of such installment purchase payment, to enable the Trustee in accordance with the Indenture to make payment, on each such due date, of the principal (whether at maturity or by redemption or acceleration or otherwise as provided in the Indenture) or Redemption Price, if applicable, of and interest on (including interest due upon the occurrence of an Event of Default or upon a Determination of Taxability) the Bonds becoming due on such date. Exhibit D to this Agreement sets forth the schedule of installment purchase payments (inclusive of only regularly scheduled payments of principal and interest with respect to the Bonds) to be made by the Institution, determined as of the date of delivery of the Bonds. Notwithstanding anything in the foregoing to the contrary, if the amount on deposit and available in the Bond Fund is not sufficient to pay the principal or Redemption Price, if applicable, of and interest on (including interest due upon the occurrence of an Event of Default or upon a Determination of Taxability), the Bonds when due (whether at maturity or by redemption or acceleration or otherwise as provided in the Indenture), the Agency shall, pursuant to the Indenture, require the Trustee to promptly give notice of such deficiency to the Institution, and the Institution agrees to pay forthwith the amount of such deficiency in immediately available funds to the Trustee for deposit in the Bond Fund. Any such payments, and any other amounts payable to the Agency hereunder, shall constitute installment purchase payments under this Section 3.3. In the event the Institution 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 Institution until the amount not so paid has been paid in full. The Institution agrees to pay as installment purchase payments additional amounts set forth in the Indenture to be paid by the Institution with respect to interest on the Series 2005 Bonds in the event of a Determination of Taxability or an Event of Default.

(b) Debt Service Reserve Fund Withdrawals and Replenishment. Notwithstanding anything in the foregoing to the contrary, if the amount on deposit and available in any account of the Bond Fund is not sufficient to pay the principal, Sinking Fund Installment, or Redemption Price of and interest (including interest due upon the occurrence of an Event of Default or upon a Determination of Taxability) on the Bonds when due (whether at maturity or by redemption or acceleration or otherwise as provided in the Indenture), the Trustee on notice to Institution shall in accordance with the Indenture cause to be disbursed from the Debt Service Reserve Fund into the Bond Fund moneys in an amount sufficient to fund any such deficiency. The Institution covenants and agrees (in each case, as provided in the Indenture) (i) to cause the Debt Service Reserve Fund to be maintained at the Debt Service Reserve Fund Requirement, subject to such withdrawals therefrom and to deficiencies therein based on an accurate valuation of the assets thereof, (ii) to replenish any withdrawals from the Debt Service Reserve Fund, to the extent necessary to cause the Debt Service Reserve Fund to be funded at the Debt Service Reserve Fund Requirement, by making a payment to the Trustee, in immediately available

funds, not later than ten (10) days (or such longer period as the Initial Bondholders shall consent to) from the date the Institution receives notice of such withdrawal, in an amount equal to the amount withdrawn from the Debt Service Reserve Fund, and (iii) six months following receipt of notification from the Trustee of the need therefor, to replenish any deficiencies in the Debt Service Reserve Fund based on an accurate valuation of the assets thereof by making a deposit in an amount equal to such valuation deficiency. The Institution agrees that in the event that a Reserve Fund Facility is on deposit in the Debt Service Reserve Fund, the Trustee shall, in accordance with the Indenture, withdraw any moneys on deposit therein, and, if necessary, in accordance with the Indenture, shall sell any securities on deposit therein, and apply such moneys or proceeds of the sale of such securities to fund any deficiencies in the accounts within the Bond Fund prior to making any claim under or drawing upon any such Reserve Fund Facility. The Institution may restore the balance of amounts credited to the Debt Service Reserve Fund by causing the reinstatement of the maximum amounts available under any Reserve Fund Facility, provided that the moneys and value of securities on deposit in the Debt Service Reserve Fund, together with such maximum amounts, shall be in an amount sufficient to satisfy the Institution's obligations under this Section 3.3(b).

(c) Missed Payments. In the event the Institution 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 Institution until the amount not so paid has been paid in full; provided, however, that in the event that the Institution shall fail to make installment purchase payments pursuant to subsection (a) of this Section and amounts are withdrawn from the Debt Service Reserve Fund as a result thereof, the Institution shall be deemed to have satisfied its obligation to make such missed installment purchase payments by making full and timely payments, if any, as necessary to restore the Debt Service Reserve Fund to the Debt Service Reserve Fund Requirement pursuant to subsection (b) of this Section.

(d) Consent to Agency Mortgage and Assignment of Installment Purchase Payments. Pursuant to the Agency Mortgage, the Agency and the Institution shall grant a mortgage and security interest in their respective interests in the Seneca Avenue Facility prior to the lien of this Agreement, and pursuant to the Indenture, the Agency shall pledge and assign to the Trustee as security for the Bonds all of the Agency's right, title and interest in, to and under this Agreement (except for the Agency's Reserved Rights), including all installment purchase payments hereunder, and in furtherance of said pledge the Agency will unconditionally assign such installment purchase payments to the Trustee for deposit in the Bond Fund, in accordance with the Indenture. The Institution hereby consents to the above-described pledge and assignment of this Agreement. The Institution covenants and agrees that it will comply with the provisions of the Indenture with respect to the Institution and that the Trustee shall have the power, authority, rights and protections provided to it in the Indenture. The Institution 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.

(e) Rebate Payments. The Institution covenants and agrees to provide to the Trustee sufficient moneys as necessary to meet the rebate requirement described in the Tax Compliance Agreement.

(f) Prepayments. The Institution shall have the right to make advance installment purchase payments under Section 8.1 of this Agreement to the Trustee for deposit in the Redemption Account of the Bond Fund as and to the extent provided in the Indenture for redemption of the Bonds.

(g) Defeasance. No further installment purchase 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 Bond Fund is sufficient to satisfy and discharge the obligations of the Agency under the Indenture and pay the Bonds as provided in Section 10.01 of the Indenture.

(h) Additional Installment Purchase Payments. Any payments made by the Institution to the Trustee to restore the Debt Service Reserve Fund to the Debt Service Reserve Fund Requirement in accordance with subsection (b) of this Section or to provide the Trustee with sufficient moneys as necessary to meet the rebate requirement in accordance with subsection (e) of this Section shall constitute additional installment purchase payments payable under this Section.

Section 3.4 Obligation of Institution.

(a) Except as provided in Section 3.4(b) hereof, the obligation of the Institution to pay payments provided for in this Agreement, to maintain the Facility in accordance with Section 4.1 of this Agreement and to indemnify the Agency in accordance with Section 6.2 of this Agreement shall be an absolute, unconditional and general obligation of the Institution, irrespective of any defense or any rights of set-off, recoupment, counterclaim or deduction and without any rights of suspension, deferment, diminution or reduction it might otherwise have against the Agency, the Trustee or the Owner of any Bond.

(b) The Institution 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 Institution waives all rights now or hereafter conferred by statute or otherwise to quit, terminate, cancel or surrender this Agreement or any obligation of the Institution 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 installment purchase payments or other payments hereunder.

Section 3.5 Right of Set-Off.

The Institution hereby grants to the Agency for the equal and ratable benefit of all Bondholders a lien on and right of set-off against all the deposits, credits and property of the Institution and any collateral of the Institution now or hereinafter in the possession, under the control of or in transit to the Agency for all the Institution's liabilities and payment obligations under this Agreement and the other Security Documents to which it is a party, and agrees that the same may be applied against such liabilities and payment obligations at any time after an Event of Default has occurred and is continuing under this Agreement.

Section 3.6 Agency Mortgage.

The Institution 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 Institution in the Facility or this Agreement except for Permitted Encumbrances. The Institution 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 Seneca Avenue 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 Institution 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 insure 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 Institution hereby agrees to assume full responsibility therefor.

(b) The Institution 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) as a result of the completion of such alterations or additions, the fair market value of the Facility is not reduced below its value immediately before such alteration or addition and the usefulness, the 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 material compliance with all applicable legal requirements, (iii) such additions or alterations are promptly and fully paid for by the Institution 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) (A) if such additions or alterations are estimated by the Institution to exceed \$500,000, such alteration or addition shall be conducted under the supervision of an Independent Engineer, or (B) if such alterations or additions are estimated by the Institution to exceed \$1,000,000 such alterations or additions shall be conducted under the supervision of an Independent Engineer and in accordance with plans, specifications and cost estimates approved by the Trustee and the Agency (which approvals shall not be unreasonably withheld or delayed), 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. Subject to Section 4.1(c) hereof, all alterations of and additions to the Facility shall constitute a part of the Facility, subject to the Institution Lease, this Agreement, the Indenture and the Agency Mortgage, if

applicable, and the Institution shall deliver or cause to be delivered to the Agency appropriate documents as may be necessary to subject such property to the Institution Lease and this Agreement and the lien and security interest of the Indenture and the Agency Mortgage, if applicable, free and clear of all liens, charges, encumbrances, security interests or claims other than Permitted Encumbrances.

(c) The Institution shall have the right to install or permit to be installed at the Facility machinery, equipment and other personal property not constituting part of the Facility Equipment (the "Institution's Property") without subjecting such property to the Institution Lease or this Agreement and the lien and security interest in the Agency Mortgage, if applicable. The Agency shall not be responsible for any loss of or damage to the Institution's Property. The Institution 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 Institution's Property.

Section 4.2 Removal of Property of the Facility.

(a) The Institution shall have the privilege from time to time of removing from the Facility any fixture constituting part of the Facility (the "Existing Facility Property") and thereby acquiring such Existing Facility Property, provided that:

(i) such Existing Facility Property is substituted or replaced by property (A) having equal or greater 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 arm's-length bona fide transaction for consideration in excess of \$500,000, the Institution shall pay to the Trustee for deposit in the appropriate subaccount of 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 change the nature of the Facility as a civic facility and 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 appropriate subaccount of 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 \$500,000 shall be retained by the Institution.

(b) The Institution shall deliver or cause to be delivered to the Agency and the Trustee appropriate documents subjecting such substitute or replacement property to the Institution Lease and this Agreement and the lien and security interest of the Agency Mortgage, if applicable, and upon written request of the Institution, the Agency shall deliver to the

Institution appropriate documents conveying to the Institution 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 Institution agrees to pay all reasonable costs and expenses (including reasonable counsel fees and disbursements) incurred in subjecting to the Institution Lease and to this Agreement and the lien and security interest of the Agency Mortgage, if applicable, any property installed or placed on the Facility pursuant to this Section 4.2.

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

(d) Within 120 days after the close of each Fiscal Year of the Institution (i) during which Fiscal Year action was taken by the Institution pursuant to Section 4.1(b) or 4.2(a) hereof involving substitute or replacement property having a cost in excess of \$500,000 or disposal of property with proceeds in excess of \$500,000, the Institution shall furnish to the Agency and the Trustee a written report of an Authorized Representative of the Institution summarizing the action taken by the Institution during such preceding Fiscal Year and stating that, in its opinion, such action complied with the applicable provisions of Section 4.1(b) or 4.2(a) hereof, as the case may be; or (ii) during which Fiscal Year of the Institution no action was taken by the Institution pursuant to Section 4.1(b) or 4.2(a) hereof (or, the only action taken was with respect to substitute or replacement property having a cost less than \$500,000 or the amount received for property disposed of was less than \$500,000), the Institution shall furnish to the Agency and the Trustee a certificate to that effect.

Section 4.3 Payment in Lieu of Real Estate Taxes.

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 Institution (and each other user of the Facility) remains an eligible New York 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 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 Institution 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 Institution is not an eligible New York 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 Institution 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 Institution would be obligated to pay any New York City real estate taxes, the Institution shall not claim exemption from such real estate taxes by virtue of the Agency's leasehold interest in the Facility.

Section 4.4 Taxes, Assessments and Charges.

(a) Subject to its right of contest in accordance with Section 4.4(c), the Institution shall pay when the same shall become due all taxes (except to the extent that the Institution shall have made payments in lieu in respect thereof as provided in Section 4.3 hereof) and

assessments, general and specific, if any, levied and assessed upon or against the Facility, this Agreement, the Institution Lease, any estate or interest of the Agency or the Institution in the Facility, or the installment purchase payments 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 Institution any notice, bill or other statement received by the Agency concerning any Imposition. The Institution may pay any Imposition in installments if so payable by law, whether or not interest accrues on the unpaid balance.

(b) In the event the Facility is exempt from Impositions solely due to the Agency's leasehold interest in the Facility under the Institution Lease (subject to the provisions of Section 4.3 hereof), the Institution 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.

(c) None of the foregoing shall prevent the Institution from contesting 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 therein being in any danger of being sold, forfeited or lost, (ii) such contest shall not result in the Institution, 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 Institution shall have furnished such security, if any, as may be requested by the Agency or the Trustee to protect the security intended to be offered by the Security Documents in a manner such that the lien of the Agency Mortgage is not impaired in any way.

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 Institution 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 Institution. In addition to this general requirement, such insurance shall, for purposes of subsections (b) through (g) of this Section 4.5 include, without limitation, the insurance coverages described in paragraphs (i) through (v) immediately below (hereinafter "Specific Coverage"):

(i) During any period of construction, renovation, improvement or reconstruction of the Facility to the extent not covered by the General Liability insurance referred to below, Owners & Contractors Protective Liability Insurance for the benefit of the Institution, the Agency and the Trustee in a minimum amount of \$10,000,000 aggregate coverage for bodily and personal injury and property damage;

(ii) General Liability insurance (including contractual liability coverage, together with any Umbrella Liability insurance, naming the Institution as primary insured, 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 per occurrence per location aggregate, which insurance (A) will also provide coverage of the Institution's obligations of indemnity under Section 6.2 hereof (excluding, however, those obligations of the Institution (1) requiring payment of taxes, (2) set forth in Section 6.2(a)(i) or (iv) hereof and (3) under Section 6.2(a)(viii) hereof to the extent not available to the Institution at commercially reasonable rates), (B) may be effected under overall blanket or excess coverage policies of the Institution or any Affiliate thereof, provided, however, that at least \$500,000 is effected by a General Liability insurance policy, and (C) shall not contain any provisions for a deductible amount;

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

(iv) Automobile liability insurance, to the extent not covered by General Liability insurance, in the amount of \$10,000,000 covering the Institution for all owned, non-owned and/or hired automobiles, forklifts and other driveable machinery and/or vehicles used in connection with the Facility; and

(v) Such other insurance in such amounts and against such insurance hazards as the Agency or the Trustee at the direction of the Holders of a majority in aggregate principal amounts of the Bonds Outstanding from time to time may reasonably require.

(b) All Specific Coverage 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.

(c) Each of the policies or binders evidencing the Specific Coverage required above to be obtained shall (subject to the provisions of the applicable Prime Lease):

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

(ii) provide that all insurance proceeds in excess of \$500,000 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 mortgagee clause, which insurance proceeds shall be paid over to the Trustee and deposited 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 or the Trustee in such policies, the insurance shall not be invalidated by any action or inaction

of the Institution 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 insured'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 or ten (10) days if due to nonpayment of premium, after written notice, sent by certified mail, return receipt requested, to the Agency and the Trustee, respectively, 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 Specific Coverage in excess of \$500,000 received with respect to any loss or damage to the property of the Facility (subject to the terms of the applicable Prime Lease) shall be deposited in the Renewal Fund and applied in accordance with Section 5.1 hereof and the Indenture.

(e) Concurrently with the original issuance of the Series 2005 Bonds, the Institution shall deliver or cause to be delivered to the Agency and the Trustee the following documents evidencing compliance with the Specific Coverage requirements of this Section 4.5 upon which the Trustee may conclusively rely to establish compliance with this section: (i) on or prior to the execution and delivery of this Agreement, (A) a broker's certificate of coverage confirming that the Institution, as of the date of closing, has obtained Specific Coverage in accordance with the requirements of this Section 4.5, and (B) a certificate of liability insurance and certificates or other evidence of required insurance, and (ii) as soon as practicable thereafter, duplicate copies of insurance policies and/or binders. At least seven (7) Business Days prior to the expiration of any such policy, the Institution 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 Institution 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 (upon specific written direction from the Holders of a majority in aggregate principal amount of the Bonds) to collect from insurers for any loss covered by any insurance required to be obtained by

this Section 4.5. The Institution 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 AND THE TRUSTEE DO 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 INSTITUTION.

Section 4.6 Advances by Agency or Trustee.

In the event the Institution fails to make any payment or perform or observe any obligation required of it under this Agreement, the Agency or the Trustee or any Bondholder holding 100% of the Bonds Outstanding after first notifying the Institution of any such failure on its part, following (a) a period equal to two (2) Business Days after written notice is received by the Institution due to (i) failure to make any payment under this Agreement (including payment of any taxes), or (ii) failure to perform or observe any obligation under Section 4.5 and 6.2 of this Agreement, (b) thirty (30) days after written notice of failure to perform or observe any other obligation under this Agreement upon notice by the Agency, the Trustee or such Bondholder (except if any emergency condition shall exist) may (but shall not be obligated to), and without waiver of any of the rights of the Agency or the Trustee or such Bondholder under this Agreement or the Indenture or any other Security Documents, make such payment or otherwise cure any failure by the Institution to perform and observe its other obligations hereunder. All amounts so advanced therefor by the Agency or the Trustee or such Bondholder, as the case may be, shall become an additional obligation of the Institution to the Agency or to the Trustee or to such Bondholder, as the case may be, which amounts, together with interest thereon at the rate per annum equal to the rate of interest established by the Trustee from time to time as its prime rate in New York, New York (which prime rate shall be effective for the purposes hereof on the date on which such rate is effective for the Trustee's purposes), plus five percent (5%) per annum, from the date advanced, the Institution will pay upon demand therefor by the Agency or the Trustee or such Bondholder, as the case may be. Any remedy herein vested in the Agency or the Trustee for the collection of the installment purchase payments or other amounts due hereunder shall also be available to the Agency and the Trustee for the collection of all such amounts so advanced.

Section 4.7 Compliance with Law.

The Institution 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 Institution, the Project, the Facility, 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), 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 Institution 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 therein being in any danger of being sold, forfeited or lost, (ii) such contest shall not result in the Agency or the Trustee being in any reasonable danger of any civil or any criminal liability for failure to comply therewith, and (iii) the Institution shall have furnished such security, if any, as may be reasonably requested by the Agency or the Trustee.

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 the whole, or part (with a replacement cost in excess of \$500,000) of the Facility shall be damaged or destroyed, or taken or condemned by a competent authority for any public use or purpose, or by agreement among the Agency, the Institution and those authorized to exercise such right, or if the Facility shall be temporarily taken for a period exceeding six months by condemnation or agreement (a "Loss Event"):

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

(ii) there shall be no abatement, postponement or reduction in the installment purchase payments or other amounts payable by the Institution under this Agreement, and

(iii) the Institution 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, any Net Proceeds in excess of \$500,000 derived therefrom (subject to the terms of the applicable Prime Lease) shall be paid to the Trustee for deposit in the Renewal Fund and held and disbursed in accordance with the Indenture and the Institution shall either:

(i) at its own cost and expense (except to the extent paid from the Net Proceeds deposited in the Renewal Fund as provided below and in Section 5.06 of the Indenture), promptly and diligently rebuild, replace, repair or restore, or cause to be rebuilt, replaced, repaired or restored, the affected Facility 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 Institution shall not by reason of payment of any such excess costs be entitled to any reimbursement from the Agency, the Trustee or any Bondowner, nor shall the installment purchase payments or other amounts payable by the Institution under this Agreement be abated, postponed or reduced), or

(ii) to the extent and upon the conditions permitted to do so under Section 8.1 hereof and under the Indenture, the Institution shall exercise its option to purchase the Agency's interest in the affected Facility and make advance installment purchase payments to redeem the related Series of Bonds in whole and terminate the Agency's interest in the affected Facility.

Not later than ninety (90) days after the occurrence of a Loss Event, the Institution shall advise the Agency and the Trustee in writing of the action to be taken by the Institution 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 Institution shall elect to or shall otherwise be required to rebuild, replace, repair or restore the affected Facility as set forth in subdivision (i) above, the Trustee shall disburse the Net Proceeds from the Renewal Fund in the manner set forth in Section 5.06 of the Indenture to pay or reimburse the Institution, at the election of the Institution, either as such work progresses or upon the completion thereof, provided, however, that the amounts so disbursed by the Trustee to the Institution shall not exceed the actual cost of such work. If, on the other hand, the Institution 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 Renewal Fund to the Redemption Account of the Bond Fund to be applied to the redemption of the related Series of Bonds in accordance with the Indenture.

(c) All such rebuilding, replacements, repairs or restorations of the affected Facility shall:

(i) automatically be deemed a part of the affected Facility and shall be subject to this Agreement,

(ii) be completed in accordance with plans and specifications and cost estimates approved in writing by the Initial Bondholder, for so long as the Initial Bondholder holds 100% of the Bonds, and at all other times, the Trustee (which approval shall not be unreasonably withheld or delayed),

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

(iv) 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 Institution or out of the Renewal Fund in accordance with the terms of the applicable contract(s) therefor, and

(v)(A) if the estimated cost of such rebuilding, replacement, repair or restoration is in excess of \$500,000, be effected under the supervision of an Independent Engineer, or (B) if the estimated cost of such rebuilding, replacement, repair or restoration is in excess of \$1,000,000, be effected under the supervision of an Independent Engineer and in accordance with plans and specifications and cost estimates approved in writing by the Agency and the Trustee (which approvals shall not be unreasonably withheld).

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

(e) The Agency, the Trustee and the Institution shall cooperate and consult with each other in all matters pertaining to the settlement, compromise, arbitration or adjustment of any claim or demand on account of any Loss Event, and the settlement, compromise, arbitration or adjustment of any such claim or demand shall be subject to the approval of the Institution, so long as an Event of Default shall not have occurred, the Agency and the Trustee (such approvals not to be unreasonably withheld or delayed).

(f) Notwithstanding anything contained herein to the contrary, if all or substantially all of the affected Facility shall be taken or condemned (other than through a temporary taking or condemnation for a period of less than six months), or if such taking or condemnation renders the affected Facility unsuitable for use by the Institution as contemplated hereby, the Institution shall exercise its option to purchase the Agency's interest in the affected Facility pursuant to Section 8.1 hereof, and the amount of the Net Proceeds so recovered shall be transferred from the Renewal Fund and deposited in the Redemption Account of the Bond Fund, and the Institution shall thereupon pay to the Trustee for deposit into 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 related Series of Bonds in whole without premium (including, without limitation, principal and interest to the maturity or redemption date and redemption premium, if any) at the earliest possible date, and to pay the expenses of redemption, the fees and expenses of the Agency, the Trustee and the Paying Agents (including reasonable counsel fees and expenses), 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 related Series of Bonds on said redemption or maturity date, provided that the payment obligation and the obligation of the Institution to redeem the related Series of Bonds in whole under this Section 5.1(f) shall arise when the Institution shall have received the Net Proceeds in respect of such taking or condemnation.

(g) The Institution shall be entitled to any insurance proceeds or condemnation award, compensation or damages attributable to the Institution's Property so long as such proceeds, award, compensation or damages are in addition to the Net Proceeds otherwise payable in respect of such casualty or taking.

(h) The Institution 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 of Institution; Restrictions on Institution.

(a) The parties hereto understand that the purchasers of the Bonds will make their purchase thereof in partial reliance upon the credit and financial condition of the Institution. The Institution 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 New York not-for-profit corporation as shall constitute a Tax-Exempt Organization subject to service of process in the State and organized under the laws of the State, (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.

(b) The Institution, however, without violating the foregoing, with the prior written consent of the Agency, which shall not be unreasonably withheld or delayed, may consolidate with or merge into another not-for-profit Tax-Exempt Organization, or permit one or more not-for-profit Tax-Exempt Organizations 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 Tax-Exempt Organization (and thereafter liquidate, wind-up or dissolve or not, as the Institution may elect) if (i) the Institution is the surviving, resulting or transferee New York not-for-profit corporation and continues to be a Tax-Exempt Organization, or (ii) in the event that the Institution is not the surviving, resulting or transferee not-for-profit corporation, (1) the surviving, resulting or transferee New York not-for-profit corporation (A) is solvent and subject to service of process in the State and organized under the laws of the State, (B) is a Tax-Exempt Organization, (C) assumes in writing all of the obligations of the Institution contained in this Agreement and all other Security Documents to which the Institution shall be a party, and in the Opinion of Counsel, delivered to the Agency and the Trustee, (x) such New York not-for-profit corporation is a Tax-Exempt Organization and shall be bound by all of the terms applicable to the Institution of this Agreement and all other Security Documents to which the predecessor Institution corporation shall have been a party, and (y) such action does not legally impair the security for the Owners of the Bonds afforded by the Security Documents, and (D) has fund balances (as determined in accordance with generally accepted accounting principles) after the merger, consolidation, sale or transfer at least equal to those of the Institution immediately prior to such merger, consolidation, sale or transfer, and (2) the Institution delivers to the Agency and the Trustee an opinion of Bond Counsel to the effect that such action will not adversely affect the validity of the Bonds or the exclusion of interest on the Bonds from gross income for Federal income tax purposes.

Section 6.2 Indemnity.

(a) The Institution shall at all times indemnify, defend, protect and hold the Agency, the Trustee, the Bond Registrar, the Paying Agents, and the Bondholders, and any director, member, officer, employee, servant or agent (excluding for this purpose the Institution, which is not obligated hereby to indemnify its own employees, Affiliates or affiliate individuals) of any

of such Persons and persons under the control or supervision of any of such Persons (collectively, the "Indemnified Parties") harmless of, from and against any and all claims (whether in tort, contract or otherwise), taxes (of any kind and by whomsoever imposed), demands, penalties, fines, liabilities, lawsuits, actions, proceedings, settlements, costs and expenses (collectively, "Claims") of any kind for losses, damage, injury and liability (collectively, "Liability") of every kind and nature and however caused (except, with respect to any Indemnified Party, Liability arising from the gross negligence or willful misconduct of such Indemnified Party), arising during the period commencing from November 11, 2003, the date the Agency adopted the inducement resolution for the Project, and continuing throughout the term of this Agreement and for the relevant statute of limitations thereafter for any Claim arising during such term (subject to Section 6.2(e) hereof), arising upon or about the Facility or resulting from, arising out of, or in any way connected with:

(i) the financing or refinancing of the costs of the Facility or the Project and the marketing, issuance, sale and remarketing of the 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, or any defects (whether latent or patent) in the Facility,

(iii) the maintenance, repair, replacement, restoration, rebuilding, upkeep, use, occupancy, ownership, leasing, subletting or operation of the Facility or any portion thereof,

(iv) the execution and delivery by an Indemnified Party, the Institution or any other Person of, or performance by an Indemnified Party, the Institution or any other Person, as the case may be, of any of their respective obligations under this Agreement, the Indenture or any other Security Document, or other document or instrument delivered in connection herewith or therewith or each Prime Lease or the enforcement of any of the terms or provisions hereof or thereof or the transactions contemplated hereby or thereby,

(v) any injury to any Person or the personal property of any Person, in or on the premises of, the Facility,

(vi) any imposition arising from, burden imposed by, violation of, or failure to comply with any Legal Requirement, including, but limited to, failure to comply with the requirements of the City's zoning resolution and related regulations,

(vii) any damage or injury to the person or property of (A) the Institution or (B) any other Person or their respective officers, directors, officials, partners, members, employees, attorneys, agents or representatives, or persons under the control or supervision of the Institution, or (C) any other Person who may be in or about the premises of the Facility,

(viii) the presence, disposal, release, or threatened release of any Hazardous Materials (as hereinafter defined in Section 6.2(c)(vii) hereof) that are on, from, or

affecting the Facility; any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials, and/or any violation of Legal Requirements, including demands of government authorities, or any 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 and expenses, investigation and laboratory fees, court costs, and litigation expenses, or

(ix) any Claim commenced against an Indemnified Party, or other action or proceeding taken by an Indemnified Party, in any case with respect to any of the matters set forth in subparagraphs (i) through (viii) of this Section 6.2(a),

Such indemnification set forth above shall be binding upon the Institution for any and all Claims set forth herein and shall survive the termination of this Agreement.

(b) The Institution releases each Indemnified Party from, and agrees that no Indemnified Party shall be liable to the Institution or its affiliates for, any Claims or Liability arising from or incurred as a result of action taken or not taken by such Indemnified Party with respect to any of the matters set forth in Section 6.2(a) hereof, including any Claims or Liability arising from or incurred as a result of the gross negligence or willful misconduct of such Indemnified Party, or at the direction of the Institution or any other obligor under any of the Security Documents with respect to any of such matters above referred to. An Indemnified Party shall promptly notify the Institution in writing of any claim or action brought against such Indemnified Party in which indemnity may be sought against the Institution pursuant to this Section 6.2; such notice shall be given in sufficient time to allow the Institution to defend or participate in such claim or action. However, the failure to give such notice in sufficient time shall not constitute a defense hereunder nor in any way impair the obligations of the Institution under this Section 6.2 if (x) the Indemnified Party shall not have had knowledge or notice of such claim or action, or (y) the Institution's ability to defend such claim or action shall not thereby be materially impaired. In the event, however, that (i) the Indemnified Party shall not have timely notified the Institution of any such claim or action, (ii) the Institution shall not have knowledge or notice of such claim or action, and (iii) the Institution's ability to defend or participate in such claim or action is materially impaired by reason of not having received timely notice thereof from the Indemnified Party, then the Institution's obligation to so defend and indemnify shall be qualified to the extent (and only to the extent) of such material impairment.

(c) (i) In addition to and without being limited by any other representations, warranties and covenants made by the Institution under this Agreement, the Institution further represents, warrants and covenants that (A) the Institution has not used Hazardous Materials on, from, or affecting the Facility in any manner that violates any applicable Legal Requirements governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and (B) to the best of the Institution's knowledge, except as set forth in a certain Phase I Environmental Site Assessment Report, dated June 19, 2001, prepared by Testwell Laboratories, Inc., with respect to the East 99th Street Facility, a certain Phase I Environmental Site Assessment Report, dated February 7, 2003,

prepared by Testwell Laboratories, Inc., with respect to the Stillwell Avenue Facility, a certain Phase I Environmental Site Assessment Report, dated August 21, 2003, prepared by Testwell Laboratories, Inc., with respect to the Amsterdam Avenue Facility, certain Phase I, Phase II and Phase III Environmental Site Assessment Reports, dated May 6, 2003, June 5, 2003 and August 3, 2003, respectively, prepared by Testwell Laboratories, Inc., and a certain letter dated August 28, 2003 from the New York State Department of Environmental Conservation, each with respect to the Seneca Avenue Facility, and a certain Phase I Environmental Site Assessment Report, dated July 24, 2003, prepared by Testwell Laboratories, Inc. with respect to the Chrystie Street Facility; and certain letters dated July 7, 2005 from Testwell Laboratories, Inc. regarding updated reviews of EDR regulatory searches for each Facility, true copies of which have been delivered to the Agency (collectively, the "Audit"), no prior owner or occupant 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 that violates any applicable Legal Requirements.

(ii) Without limiting the foregoing, the Institution shall not cause or permit the Facility or any part 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 Legal Requirements, nor shall the Institution cause or permit, as a result of any intentional or unintentional act or omission on the part of the Institution or any occupant or user of the Facility, a release of Hazardous Materials onto the Facility or onto any other property.

(iii) The Institution shall comply with, and ensure compliance by all occupants and users of the Facility with, all applicable Legal Requirements pertaining to Hazardous Materials whenever and by whomever triggered, and shall obtain and comply with, and ensure that all occupants and users of the Facility obtain and comply with, any and all approvals, registrations or permits required thereunder.

(iv) The Institution shall 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 in accordance with all applicable Legal Requirements.

(v) In the event the Agency Mortgage is foreclosed, or a deed in lieu of foreclosure is tendered, the Institution shall deliver the Seneca Avenue Facility so that the conditions of the Seneca Avenue Facility with respect to any and all Hazardous Materials shall conform with all applicable Legal Requirements affecting the Seneca Avenue Facility, or in the event this Agreement is terminated, the Institution shall deliver the Facility so that the conditions of the Facility with respect to any and all Hazardous Materials shall conform with all applicable Legal Requirements affecting the Facility.

(vi) 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 Institution'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 Institution is obligated to indemnify each Indemnified Party and comply with applicable Legal Requirements pertaining to Hazardous Materials.

(vii) For purposes of this Section 6.2, the term "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.

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

(e) To effectuate the purposes of this Section 6.2, the Institution will provide for and insure (to the extent such insurance is commercially available), in the public liability policies required in Section 4.5 hereof, not only its own liability in respect of the matters therein mentioned but also the liability pursuant to this Section 6.2 (excluding, however, those obligations of the Institution (1) requiring payment of taxes, (2) set forth in Section 6.2(a)(i) or (iv) hereof and (3) under Section 6.2(a)(viii) hereof to the extent not available to the Institution at commercially reasonable rates). Anything to the contrary in this Agreement notwithstanding, the covenants of the Institution contained in this Section 6.2 shall be in addition to any and all obligations and liabilities the Institution may have to any Indemnified Party in any other agreement or at common law, and 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. The Institution hereby agrees that to the extent the Institution asserts that any insurance is commercially unavailable, then the Institution must provide proof, satisfactory to the Agency, that such insurance is not commercially available.

Section 6.3 Compensation and Expenses of Trustee, Paying Agent and Agency.

The Institution shall, to the extent not paid out of the proceeds of the Bonds as financing expenses, pay the following annual fees, charges and expenses and other amounts: (i) reasonable compensation to the Trustee for its services under the Indenture and its reasonable out-of-pocket expenses, including 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 and expenses 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, (iv) the reasonable fees, costs and expenses of the Bond Registrar, and (v) the reasonable fees, costs and expenses (including legal, accounting and other administrative expenses) of the Agency. The Institution 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.

The Institution also agrees to pay the amount of \$104,100, representing the sum of the Agency financing fee of \$105,850, less the application fee of \$2,500, which amount shall be paid on the date the Series 2005 Bonds are issued, and the first installment of the Agency's administrative servicing fee of \$750. The Institution further agrees to pay, as an annual administrative servicing fee to the Agency, the amount of \$750 (subject to an adjustment up or down based on changes in the Consumer Price Index as of each November, utilizing a base year of 2003) payable on every anniversary of the date of closing until the termination of this Agreement.

The Institution further agrees to pay any placement agent fees due to Roosevelt & Cross, Incorporated for placement of the Series 2005 Bonds, and the Institution agrees to indemnify and hold harmless the Initial Bondholder and the Agency against any and all such claims in connection therewith.

The provisions of this Section shall survive the termination of this Agreement.

Section 6.4 Retention of Title to Facility; Grant of Easements.

(a) The Agency shall not sell, assign, encumber (other than for 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 in Sections 4.2 and 7.2 hereof and without the prior written consent of the Institution and the Trustee at the written direction of Owners of all of the Outstanding Bonds, and any purported disposition without such consent shall be void.

The Agency will, however, at the written request of the Institution, and with the prior written consent of the Trustee and the Initial Bondholder, 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 this Agreement, the leasehold estate of the Institution Lease and the lien of the Agency Mortgage, if applicable, 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 Agency or the Institution from the granting of said leases, rights of way, easements, permits or licenses shall be paid to the Trustee and deposited in the appropriate subaccount of the Redemption Account of the Bond Fund for application in connection with the purchase, redemption or defeasance of Bonds. The Agency agrees, at the sole cost and expense of the Institution, 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 this Agreement and the leasehold estate of the Institution Lease and the lien of the Agency Mortgage, if applicable.

Notwithstanding any other provision of this Agreement, so long as there exists no Event of Default hereunder, and with prior written consent of the Trustee, the Institution may from time to time request in writing to the Agency the release of and removal from this Agreement and the Institution Lease and of the leasehold estate created thereby and the release from the lien of the Agency Mortgage, if applicable, of any unimproved part of the Facility (on which none of the improvements, including the buildings, structures, improvements, related facilities, major appurtenances, fixtures or other property comprising the applicable Facility are situated) provided that such release and removal will not adversely affect the use or operation of the applicable Facility. Upon any such request by the Institution, the Agency shall, at the sole cost and expense of the Institution, execute and deliver and cause and direct the Trustee to execute and deliver any and all instruments necessary or appropriate to so release and remove such portion of the unimproved part of the applicable Facility and convey all of the Agency's right, title and interest, if any, thereto to the Institution, subject to the following: (i) any liens, easements, encumbrances and reservations to which leasehold title to said property was subject at the time of recording of this Agreement; (ii) any liens, easements and encumbrances created at the request of the Institution or to the creation or suffering of which the Institution consented; (iii) any liens and encumbrances or reservations resulting from the failure of the Institution to perform or observe any of the agreements on its part contained in this Agreement; (iv) Permitted Encumbrances (other than the lien of this Agreement, the Institution Lease Agreement, the Agency Mortgage, if applicable, and the Indenture); and (v) any liens for taxes or assessments not then delinquent; provided, however, 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 unimproved part of the applicable Facility and the release so proposed to be made is not needed for the operation of the Facility, will not 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 appropriate subaccount of the Redemption Account of the Bond Fund for application to the purchase, redemption or defeasance of Bonds equal to the greatest of (A) the original cost of such portion of the unimproved part of the applicable Facility financed with Bond proceeds so released, such cost to be determined by the appraisal of an independent real estate brokerage firm of recognized standing within the City, (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 Institution upon such sale.

(b) No conveyance or release effected under the provisions of this Section 6.4 shall entitle the Institution to any abatement or diminution of the installment purchase payments payable under Section 3.3 hereof or the other payments required to be made by the Institution under this Agreement.

Section 6.5 Discharge of Liens.

(a) If any lien, encumbrance or charge is filed or asserted (including, without limitation, any lien for the performance of any labor or services or the furnishing of materials), 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 Institution, or the Trustee or against any of the installment purchase payments or other amounts payable under this Agreement or the interest of the Agency, or the Institution under this Agreement or the Institution Lease 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 6.5(b), the Institution 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, except where the validity of such Lien is being contested in accordance with the provisions of Section 6.5(b) hereof, take all action (including the payment of money and/or the securing of a bond) at its own cost and expense 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 Institution 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 any interest therein, or in this Agreement or the Institution Lease, of the Agency, the Institution or the Trustee or against any of the installment purchase payments or other amounts payable under this Agreement, (2) neither the Facility nor any part thereof or interest therein would be in any reasonable danger of being sold, forfeited or lost, (3) neither the Agency nor the Trustee would be in any reasonable danger of any civil or any criminal liability, other than normal accrual of interest, for failure to comply therewith, and (4) the Institution shall have furnished such security, if any, as may be required in such proceedings; provided, however, if such proceeding could result in the Agency and the Trustee being in any reasonable danger of civil liability (including accrual of interest, fines and/or penalties), (y) the Institution shall deliver a written confirmation to the Agency and the Trustee that the Institution shall indemnify and hold the Agency and the Trustee harmless from any claims, liabilities, costs or expenses as may derive with respect thereto, and (z) the Institution shall provide to the Agency and the Trustee such security as the Agency and the Trustee may reasonably require.

(c) At the written request of the Agency, the Institution shall provide to the Agency all reasonable information as may be requested with respect to any Lien (as described in Section 6.5(a) hereof), the status thereof, the amount in dispute, and the action taken or proposed to be taken by the Institution in connection therewith.

(d) An Authorized Representative of the Institution shall certify to the Agency and the Trustee the existence of any action relating to utility, access and other easements and rights-of-way, restrictions and exceptions that materially interfere with or impair the Institution's use and enjoyment of the Facility. Such certification shall be given within 10 days after the Institution has notice of such action.

Section 6.6 Financial Statements; No-Default Certificates.

(a) The Institution agrees to furnish to the Agency and the Trustee, as soon as available and in any event within one hundred and seventy-five (175) days after the close of each Fiscal Year of the Institution, a copy of the annual audited financial statements of the Institution and its subsidiaries, if any, including balance sheets as at the end of such Fiscal Year and the related statements of revenues, expenses and changes in fund balances and, if applicable, income, earnings, retained earnings and changes in financial position, for such Fiscal Year, prepared in accordance with generally accepted accounting principles and practices and reviewed by an independent certified public accountant. The failure of the Institution and its subsidiaries, if any, to timely provide such financial statements in accordance with this Section 6.6 shall constitute an immediate Event of Default hereunder.

(b) The Institution shall deliver to the Trustee with each delivery required by Section 6.6(a) hereof, and to the Agency (upon the Agency's written request therefor), (i) a certificate of an Authorized Representative of the Institution as to whether or not, as of the close of such preceding Fiscal Year of the Institution, and at all times during such Fiscal Year, the Institution was in compliance with all the provisions which relate to the Institution 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 Institution with respect thereto and (ii) a certificate of an Authorized Representative of the Institution 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 Institution, that such insurance is in full force and effect on the date of delivery of such certificate, and that duplicate copies of all policies and 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 request by the Agency or the Trustee, the Institution will execute, acknowledge and deliver to the Agency and the Trustee a certificate of an Authorized Representative of the Institution either stating that to the knowledge of such Authorized Representative after due inquiry, no default under or breach of any of the terms hereof which, with the passage of time or the giving of notice or both would constitute an Event of Default hereunder, exists or specifying each such default or breach of which such Authorized Representative has knowledge.

(c) The Institution 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 hereunder of which it has knowledge. Any notice required to be given pursuant to this subsection shall be signed by an Authorized Representative of the Institution 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 Institution shall state this fact on the notice.

Section 6.7 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 Indenture, so long as the Institution shall pay the installment purchase payments 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 Institution shall have, hold and enjoy, during the term hereof, peaceful, quiet and undisputed possession of the Facility, and the Agency shall from time to time take all necessary action to that end, subject to Permitted Encumbrances.

Section 6.8 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 INSTITUTION OR THE EXTENT TO WHICH FUNDS AVAILABLE TO THE INSTITUTION WILL BE SUFFICIENT TO PAY THE COST OF COMPLETION OF THE PROJECT. THE INSTITUTION IS SATISFIED THAT THE FACILITY IS SUITABLE AND FIT FOR PURPOSES OF THE INSTITUTION. THE AGENCY SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER TO THE INSTITUTION 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 6.9 Amounts Remaining in Funds.

It is agreed by the parties hereto that any amounts remaining in the funds or accounts created under the Indenture upon the expiration or sooner or later termination of the term of this Agreement as provided in this Agreement, 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 Paying Agents and the Agency in accordance with the Indenture and after all installment purchase payments and all other amounts payable hereunder and under the other Security Documents shall have been paid in full, and after all amounts required to be paid to the United States government pursuant to the Tax Compliance Agreement or the Indenture have been so paid, shall belong to and be paid to the Institution by the Trustee as overpayment of installment purchase payments.

Section 6.10 Reserved.

Section 6.11 Issuance of Additional Bonds.

The Agency and the Institution recognize that under the provisions of and subject to the conditions set forth in the Indenture, the Agency is authorized, but shall not be required, to enter into a Supplemental Indenture and to issue one or more series of Additional Bonds on a parity with the Series 2005 Bonds and any Outstanding Additional Bonds for the purpose of (i) providing funds in excess of the Net Proceeds for insurance or eminent domain to repair,

relocate, replace, rebuild or restore the Facility or a part thereof in the event of damage, destruction or taking by eminent domain, (ii) providing extensions, additions or improvements to the Facility or a part thereof or (iii) refunding Outstanding Bonds. If no Event of Default hereunder has occurred and is continuing, and there has been no occurrence of an event or condition which with the giving of notice or the passage of time or both would constitute an Event of Default hereunder, the Agency will consider the issuance of Additional Bonds in a principal amount as is specified in a written request submitted to the Agency on behalf of the Institution and signed by an Authorized Representative thereof in accordance with the applicable provisions set forth in the Indenture. If Additional Bonds are to be issued pursuant to the Indenture, the Agency and the Institution shall enter into an amendment to this Agreement, if necessary, providing, among other things, for the payment by the Institution of such additional installment purchase payments as are necessary in order to amortize in full the principal of and interest on such Additional Bonds and any other costs in connection therewith.

Section 6.12 Redemption Under Certain Circumstances; Application of Gifts and Grants Relating to the Project.

(a) Either (i) upon the determination by resolution of the Board of Directors of the Agency that the Institution is operating a certain Facility or any portion thereof in violation of applicable material law or not as a qualified "project" in accordance with the Act and the failure of the Institution, within sixty (60) days (or such longer period as may be established pursuant to the proviso to this sentence) of the receipt by the Institution 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), or (ii) in the event the Institution shall fail to obtain or maintain the public liability insurance with respect to the Facility required under Section 4.5(a)(ii) hereof and the failure of the Institution, within ten (10) days (or such longer period as may be established pursuant to the proviso to this sentence) of the receipt by the Institution of written notice of such noncompliance from the Agency, to cure such noncompliance, the Institution covenants and agrees that it shall, on the immediately succeeding Interest Payment Date following the expiration of such cure period, pay to the Trustee advance installment purchase payments in immediately available funds in an amount sufficient to redeem without premium the Bonds Outstanding in whole at the Redemption Price of 100% of the aggregate principal amount of the Outstanding Bonds together with interest accrued thereon to such Interest Payment Date, in accordance with the terms of the Indenture and the Bonds, provided, however, that if such noncompliance cannot be cured within such 60-day or 10-day cure period, as the case may be, with diligence (and is capable of being cured) and the Institution promptly commences the curing of such noncompliance and thereafter prosecutes the curing thereof with diligence and to the Agency's reasonable satisfaction, such period of time within which the Institution 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. With respect to any proposed resolution regarding the matters described in clause (i) of the immediately preceding sentence, the Agency shall give prior written notice of the meeting at which the members of the Agency are to consider such resolution to the Institution and the Trustee, which notice shall be no less than sixty (60) days prior to such meeting.

(b) (i) If, prior to completion of the construction of a component of the Project, the Institution receives any gift or grant required by the terms thereof to be used solely to pay any item which is a cost of such component of the Project, the Institution 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 applicable Series 2005 Bonds have been expended on such component of the Project, the Institution shall deliver to the Trustee, for deposit in a special subaccount of the Redemption Account, an amount equal to the excess of (A) the sum of such gift or grant, plus any prior gift or grant relating to such component, plus the amount of the proceeds of such Series 2005 Bonds expended for such component, over (B) the total cost of such component (up to the amount of proceeds of such Series 2005 Bonds which were expended for such component). The Trustee shall apply such moneys, at the written direction of an Authorized Representative of the Institution, to the Project Fund if the Project is not yet complete and such moneys are not otherwise required to be deposited in the Redemption Account pursuant to the preceding sentence, or to the purchase (at prices not exceeding par) or redemption of an equal principal amount of such Series 2005 Bonds in each case without premium. In no event shall such amounts be used to effect the redemption of any Series 2005 Bonds prior to the date on which such Bonds shall become eligible for redemption in accordance with the terms of Section 3.01 of the Indenture or to effect the purchase or redemption of Bonds other than Series 2005 Bonds at any time.

(ii) If, after completion of the construction of a component of the Project, the Institution 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 solely to pay any item which is a cost of such component of the Project, and if proceeds of the applicable Series 2005 Bonds have been expended on such component of the Project, the Institution 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 the excess of (A) the sum of such gift or grant, plus any prior gift or grant relating to such component, plus the amount of Series 2005 Bond proceeds expended for such component, over (B) the total cost of such component (up to the amount of proceeds of such Series 2005 Bonds which were expended for such component). The Trustee shall apply such moneys, at the written direction of an Authorized Representative of the Institution, to the Project Fund if the Project is not yet complete and such moneys are not otherwise required to be deposited in the Redemption Account pursuant to subdivision (i) above, or to the purchase (at prices not exceeding par) or redemption of an equal principal amount of such Series 2005 Bonds. In no event shall such amounts be used to effect the redemption of any Series 2005 Bonds prior to the date on which such Series 2005 Bonds shall become eligible for redemption in accordance with the terms of Section 3.01 of the Indenture or to effect the purchase or redemption of Bonds other than Series 2005 Bonds at any time.

The Institution shall, prior to directing the redemption of any Bonds in accordance with this Section 6.12, consult with 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 Series 2005 Bonds from gross income for Federal income tax purposes.

Section 6.13 Further Assurances.

The Institution 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 Institution, as the Agency or the Trustee deems necessary or advisable for the implementation, effectuation, correction, confirmation or perfection of this Agreement and any rights of the Agency or the Trustee hereunder or under the Indenture.

Section 6.14 Recording and Filing.

The Agency shall cause this Agreement as originally executed or a memorandum thereof, to be recorded (at the sole cost and expense of the Institution) subsequent to the recordation of the Agency Mortgage, the Indenture and the Institution Lease, in the appropriate offices 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. In addition, the security interest granted by (i) the Agency to the Trustee pursuant to the Indenture, and (ii) the Agency and the Institution to the Trustee pursuant to the Agency Mortgage, shall in each case be perfected by the filing of financing statements at the direction of the Agency (at the sole cost and expense of the Institution), which financing statements shall be in accordance 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 offices of the Register of The City of New York.

The Agency and the Institution acknowledge that, as of the date of the execution and delivery of this Agreement (the "Closing Date"),

(i) Section 9-515 of the New York State Uniform Commercial Code-Secured Transactions provides that an initial financing statement filed in connection with a "public-finance transaction" is effective for a period of 30 years after the date of filing if such initial financing statement indicates that it is filed in connection with a public finance transaction,

(ii) Section 9-102(67) of the New York State Uniform Commercial Code-Secured Transactions defines a public-finance transaction as a secured transaction in connection with which, in substance, (x) bonds are issued, (y) all or a portion of the bonds have an initial stated maturity of at least 20 years, and (z) the debtor, obligor, secured party or assignee with respect to the collateral or secured obligation is a governmental unit of a state, and

(iii) subject to any future change in law, the initial financing statement as shall be filed with respect to the security interest described above shall therefore have an effective period of thirty (30) years after the date of filing, for the purpose of determining the date by which continuation statements shall be filed.

The parties hereto acknowledge and agree that because the foregoing financing statements evidence collateral for the Bonds, and because the Bonds are municipal securities and all or a portion of the Bonds have a term that is at least 20 years in duration from the Closing Date, but not greater than 30 years from the Closing Date, there is no need under the Uniform Commercial Code of the State of New York to re-file such financing statements in order to preserve the liens and security interests that they create.

The Institution acknowledges and agrees that neither the Agency nor the Trustee, nor any of their respective directors, members, officers, employees, servants, agents, persons under its control and supervision, or attorneys (including Bond Counsel to the Agency), shall have any responsibility or liability whatsoever related in any way to the filing or re-filing of any Uniform Commercial Code financing statements or continuation statements, or the perfection or continuation of perfection of any security interests, or the recording or rerecording of any documents, or the failure to effect any act referred to in this Section, or the failure to effect any such act in all appropriate filing or recording offices, or the failure of sufficiency of any such act so effected.

All costs (including reasonable attorneys' fees and expenses) incurred in connection with the effecting of the requirements specified in this Section shall be paid by the Institution.

The Institution agrees to perform all other acts (including the payment of all fees and expenses) necessary in order to enable the Agency and the Trustee to comply with this Section and with Section 6.07 of the Indenture, including but not limited to, providing prompt notice to the Trustee of any change in the Institution's name or address. The Institution agrees that the Agency and the Trustee, if permitted by applicable law, may provide for the re-recording of the Indenture, the Agency Mortgage or any other Security Document or the filing or re-filing of continuation statements without the cooperation of the Institution as necessary at the Institution's sole cost and expense.

Section 6.15 Non-Discrimination; Employment Information, Opportunities and Guidelines.

(a) (i) The Institution shall ensure that all employees and applicants for employment at the Facility are afforded equal employment opportunity without discrimination.

(ii) At all times during the renovation, maintenance and operation of the Facility, the Institution shall not discriminate against any employee or applicant for employment because of race, color, creed, age, sex or national origin. The Institution shall use reasonable efforts to ensure that employees and applicants for employment with the Institution 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 or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; downgraded; demoted; transferred; laid off; and terminated.

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

(iv) The Institution shall furnish to the Agency all information reasonably 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.

(v) The Agency and the Institution 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 Project.

(b) Except as is otherwise provided by collective bargaining contracts or other agreements to which the Institution is a party, the Institution shall cause new employment opportunities created as a result of the Project to 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. 97-300) in which the Project is located. Except as is otherwise provided by collective bargaining contracts or other agreements to which the Institution is a party, the Institution covenants and agrees, where practicable, to first consider persons eligible to participate in programs under the Federal Job Training Partnership Act (P.L. No. 97-300) who shall be referred by administrative entities or service delivery areas created pursuant to such Federal Job Training Partnership Act or by the Community Services Division of the New York State Department of Labor for such new employment opportunities.

(c) The Institution 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 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 its control and pertinent to the Institution and the Institution's employees to determine compliance of the Project with this Section and to enable the provisions of this Section to be achieved. In addition, upon the Agency's request, the Institution shall provide to the Agency any employment information in the Institution's possession which is pertinent to the Institution and the Institution's employees to enable the Agency and/or EDC to comply with its reporting requirements pursuant to 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 Institution 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 throughout the term of this Agreement.

(d) The Institution agrees to submit to the Agency on August 1st of each year a completed Employment and Benefits Report in the form of Schedule A-1 – "Employment and Benefits Report" attached hereto to the extent that the Institution shall have received Financial Assistance (as such term is defined in the Employment and Benefits Report) from the Agency during the twelve-month period ending on the June 30th immediately preceding such August 1st. Annually, by July 31 of each year, commencing on July 31, 2006, until the termination of this Agreement, the Institution shall submit to the Agency the contact and location report substantially in the form attached hereto as Schedule A-2.

Section 6.16 Right to Cure Agency Defaults.

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

Section 6.17 Tax Covenants of Institution.

(a) The Institution covenants to comply with each requirement of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. In furtherance of the covenant contained in the preceding sentence, the Institution agrees to comply with the provisions of the Tax Compliance Agreement as a source of guidance for complying with the Code.

(b) The Institution covenants that it will not take any action or fail to take any action with respect to the Bonds which would cause such Bonds to be "arbitrage bonds", within the meaning of such term as used in Section 148 of the Code and the regulations promulgated thereunder, as amended from time to time.

(c) The Institution agrees that it shall promptly pay to the Trustee, as additional sums under this Agreement, the amount of any rebate requirement, as defined in the Tax Compliance Agreement, the Agency is obligated to pay to the United States Department of the Treasury.

(d) The obligation of the Institution 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 Institution of its obligation under this Section.

(e) Notwithstanding any other provision of the Indenture or this Agreement to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, the covenants contained in this Section shall survive the discharge and satisfaction of the Indenture (in accordance with Section 10.01 of the Indenture) and the term of this Agreement.

(f) The Institution will not use any of the funds provided by the Agency hereunder, or any other funds, nor will it permit any of the funds provided by the Agency hereunder, or any other funds, to be used in a manner which would impair the exclusion of the interest on the Bonds from gross income for Federal income tax purposes. In furtherance of this covenant the Institution agrees to comply with the terms of the Tax Compliance Agreement executed by the Institution in connection with the issuance of the Bonds.

Section 6.18 Preservation of Exempt Status.

(a) The Institution 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 or 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 Institution agrees that, until the Bonds have been paid in full, (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 constitute the basis for losing its exemption under Section 501 of such Code; (ii) it shall not use more than five percent (5%) of the proceeds of the Bonds (net of any deposits to the Debt Service Reserve Fund) 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) it shall not directly or indirectly use the proceeds of the Bonds to make or finance loans to persons other than governmental units or 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 the Bonds, would cause the Bonds to be "arbitrage bonds" under the Code or cause the interest paid by the Agency on the Bonds to be subject to Federal income tax in the hands of the Owners thereof; and (v) it shall use its best efforts to maintain the exclusion of the interest on the Bonds from gross income for Federal income tax purposes.

(c) The Institution (or any "related person", as defined in Section 147(a)(2) of the Code) shall not, pursuant to an arrangement, formal or informal, purchase the Bonds in an amount related to the amount of the payments due from the Institution under this Agreement unless such Bonds are delivered to the Trustee for cancellation as provided in the Indenture.

Section 6.19 Funding of the Debt Service Reserve Fund.

The Agency agrees to cause the Trustee, pursuant to the Indenture, to deposit, from the proceeds of the Series 2005 Bonds, into the Debt Service Reserve Fund an amount equal to the Debt Service Reserve Fund Requirement. The Institution shall have the right to cause to be delivered to the Trustee for deposit into the Debt Service Reserve Fund a Reserve Fund Letter of Credit or a Reserve Fund Insurance Policy, in accordance with Section 5.10 of the Indenture. In the event that the Institution causes to be delivered to the Trustee for deposit into the Debt Service Reserve Fund a Reserve Fund Letter of Credit or a Reserve Fund Insurance Policy, the Institution shall comply with all obligations of the Institution, and shall have all rights of the Institution, contemplated by the Indenture in connection therewith.

Section 6.20 Additional Covenants. The Institution and the Agency further agree to abide by the covenants in Exhibit E attached hereto and made a part hereof.

Section 6.21 Undertaking to Provide Architect's Certificate. The Institution covenants and agrees to provide the Architect's Certificate with respect to the Seneca Avenue Facility in the form attached hereto as Exhibit F by April 30, 2006.

Section 6.22 Undertaking to Provide General Contractor's Certificate. The Institution hereby covenants and agrees to provide the Agency with notice of the appointment of a general contractor(s) with respect to the Seneca Avenue Facility by April 30, 2006. The Institution further covenants and agrees to provide the General Contractor's Certificate in the form attached hereto as Exhibit G promptly upon the retention of such general contractor by the Institution, but in no event later than four (4) months from receipt of the notice referred to in the previous sentence.

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 Institution to pay within one day of the date due any installment purchase payment that has become due and payable by the terms hereof;

(b) Failure of the Institution to pay any amount (except the obligation to pay installment purchase payments under Section 3.3 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 Institution of written notice specifying the nature of such default from the Agency or the Trustee;

(c) Failure of the Institution 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) or (b) hereof) and (1) continuance of such failure for a period of thirty (30) days after receipt by the Institution of written notice specifying the nature of such default from the Agency or the Trustee, 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 Institution 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 Institution 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) fail to

controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against itself in an involuntary case under the Federal Bankruptcy Code, (vii) take any action for the purpose of effecting any of the foregoing, or (viii) be adjudicated a bankrupt or insolvent by any court;

(e) A proceeding or case shall be commenced, without the application or consent of the Institution, 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 Institution or of all or any substantial part of its assets, or (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 any order for relief against the Institution shall be entered in an involuntary case under the Federal Bankruptcy Code; the terms “dissolution” or “liquidation” of the Institution as used above shall not be construed to prohibit any action otherwise permitted by Section 6.1 hereof;

(f) Any representation or warranty made (i) by the Institution in the application, commitment letter and related materials submitted to the Agency or the initial purchaser(s) of the Bonds of any Series for approval of the Project or its financing, or (ii) by the Institution herein or under any of the other Security Documents or (iii) in the Letter of Representation and Indemnity Agreement delivered to the Agency and the original purchaser(s) of the Bonds of any Series, 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;

(g) An “Event of Default” under any Security Document shall occur and be continuing;

(h) If a default beyond any applicable notice and/or grace period occurs under any mortgage or security agreement other than the Security Documents now or hereafter encumbering or affecting all or any part of the Facility; or

(i) If a default beyond any applicable notice and/or grace period occurs under any fee mortgage in respect of the Facility, or if the Institution, the Agency and/or the Trustee shall be made a party in any action or proceeding in connection with any such fee mortgage, including, without limitation, a foreclosure or similar proceeding.

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, or shall as the case may be, take any one or more of the following remedial steps:

(a) The Trustee, as and to the extent provided in Article VII of the Indenture, may, upon the written direction of the Agency, cause all principal installments of installment purchase payments 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 installment purchase payments 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 Owners 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, subject to the applicable Prime Lease, re-enter and take possession of the Facility without terminating this Agreement, and sublease the Facility for the account of the Institution, holding the Institution liable for the difference in the rent and other amounts payable by the sublessee in such subletting, and the installment purchase payments and other amounts payable by the Institution hereunder;

(c) The Agency, with the prior written consent of the Trustee, or the Trustee, may terminate this Agreement, and exclude the Institution 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 Institution hereunder shall cease and terminate unless prior to such time all accrued unpaid installment purchase payments (exclusive of any such installment purchase payments accrued solely by virtue of the acceleration of the due date of the Bonds as provided in Section 7.01 of the Indenture), shall have been paid and all such defaults shall have been fully cured except in the event that the curing of any such default in the case of the Event of Default specified in Section 7.1(c) hereof takes more than thirty (30) days and the Institution is proceeding diligently to cure the default. No such termination of this Agreement shall relieve the Institution 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 installment purchase payments then due and thereafter to become due, or to enforce performance or observance of any obligations, agreements or covenants of the Institution under this Agreement;

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

(f) The Agency, without the consent of the Trustee or any Bondowner or any other Person but with notice to the Trustee and the Bondowner, 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 Institution under the Agency's Reserved Rights or to enforce the performance or observance of any obligations, covenants or agreements of the Institution under the Agency's Reserved Rights, and/or (iii) terminating the Institution Lease and this Agreement and all of the Agency's right, title and interest in the Facility. The Institution hereby appoints the Agency as its agent and attorney-in-fact to execute, deliver and record on behalf of Institution any documents and instruments which may be necessary to effectuate such termination of the Institution 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 Institution 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 the same shall be coupled with an interest.

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

Notwithstanding the foregoing, prior to the earlier of the execution by the Agency pursuant to Section 7.3 hereof of a firm bilateral agreement for the reletting of the Facility, and if the Event of Default shall be capable of being remedied by the Institution:

(1) if payment shall be made by the Institution of all accrued unpaid installment purchase payments (exclusive of any such installment purchase payments accrued solely by virtue of acceleration of the due date of the Bonds as provided in Section 7.01 of the Indenture), and such other amounts in default hereunder, and if the Institution shall render such performance as has been defaulted on hereunder and otherwise fully cure all other defaults hereunder;

(2) then in such event, this Agreement shall be fully reinstated, as if it had never been terminated, and the Institution shall be accordingly restored to the occupancy, use and possession of the Facility.

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 Institution from the Institution's obligations hereunder, all of which shall survive any such action.

Section 7.3 Reletting of Facility.

If the right of the Institution to the occupancy, use and possession of the Facility shall be terminated in any way, the Agency, subject to the terms of the applicable Prime Lease, may relet the same or any part thereof for the account and benefit of the Institution 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 any suitable occupant or tenant offered by the Institution provided that the reletting to an occupant or tenant offered by the Institution does not adversely affect the exclusion of interest on the 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 Institution, and if a sufficient sum shall not be received from any reletting to satisfy the installment purchase payments hereby agreed to be made by the Institution, after paying the expenses of reletting and collection, then the Institution hereby agrees to pay and satisfy any such deficiency if, as and when the same exists; provided, however, any excess installment purchase payments from any such reletting shall be credited to any installment purchase payment due or to become due by the Institution.

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 Institution 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 Institution with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such default by the Institution be continued or repeated, or of the right to recover possession of the Facility by reason thereof. Nothing in this Section 7.4 shall be deemed to restrict the right of the Institution to reinstate this lease as provided in Section 7.2.

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 Institution 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 Institution 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 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, then, and in every such case, the Agency, the Trustee and the Owners 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 Institution should default under any of the provisions of this Agreement and the Agency or the Trustee or the Initial Bondowner should employ attorneys or incur other expenses for the collection of installment purchase payments or other amounts payable hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Institution herein contained, the Institution agrees that it will on demand therefor pay to the Agency or the Trustee or the Initial Bondowner the reasonable fees and disbursements of such attorneys and such other reasonable expenses so incurred.

ARTICLE VIII

OPTIONS

Section 8.1 Options.

(a) The Institution has the option to make advance installment purchase payments for deposit in the Redemption Account of the Bond Fund to effect the defeasance, redemption or purchase of the Bonds in whole or in part in accordance with the terms of the Indenture. The Institution shall exercise its option to make such advance installment purchase payments by delivering a written notice of an Authorized Representative of the Institution to the Trustee in accordance with the Indenture, with a copy to the Agency, setting forth (i) the amount of the advance installment purchase payment, (ii) the principal amount of Outstanding Bonds of a Series requested to be redeemed with such advance installment purchase payment, (iii) if the Bonds of a Series are to be redeemed in part, the maturities and principal amounts thereof to be redeemed and (iv) the date on which such principal amount of Bonds are to be redeemed. Such date of redemption shall be on any date during the term of this Agreement if the Bonds are to be redeemed in whole or on any Interest Payment Date of the Bonds if the Bonds are to be redeemed in part and shall in either case be a date not less than twenty (20) days nor more than ninety (90) days from the date such written notice shall have been delivered to the Trustee. The Institution shall exercise its option to effect the redemption of the applicable Series of Bonds in whole under the circumstances set forth in Sections 5.1(b) and 5.1(f) of this Agreement and as otherwise permitted under this Agreement. Any such advance installment purchase payment shall be paid to the Trustee in legal tender on or before the redemption date and shall be in an amount which, when added to the amount on deposit in the Redemption Account of the Bond Fund and available therefor, will be sufficient to pay the Redemption Price of the Bonds to be redeemed, together with interest to accrue to the date of redemption and all expenses of the Agency, the Trustee and the Paying Agents in connection with such redemption. The Institution shall further pay on or before any date of redemption of the applicable Series of Bonds in whole, in legal tender, to the Agency, the Trustee and the Paying Agents, as the case may be, all fees and expenses owed such party or any other party entitled thereto under and as permitted by this Agreement or the Indenture together with (i) all other amounts due and payable under this Agreement or the Indenture and (ii) any amounts required to be rebated to the Federal government pursuant to the Indenture.

(b) The Institution 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 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 Institution shall pay to the Trustee, in consideration thereof, in legal tender, advance installment purchase payments, for deposit in the Bond Fund (if payment in full of the principal or the Redemption Price of, and interest on, all 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, will be sufficient to redeem, purchase or defease 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 Outstanding Bonds; and

(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.

(d) Upon such payment in full of the principal of and interest on the Outstanding Bonds (whether at maturity or earlier redemption) in accordance with Section 8.1(c) hereof, the Institution may terminate this Agreement by (1) delivering to the Agency prior written notice of an Authorized Representative of the Institution no more than thirty (30) days after the payment in full 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 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 or the Indenture. Upon the written request of the Institution, the Agency may approve the extension or waiver of any of the time periods set forth in this paragraph.

(e) The Institution 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 Institution 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 Institution 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 a tender offer to the Owners thereof. The Bonds so purchased by the Institution shall be delivered to the Trustee for cancellation within fifteen (15) days of the date of purchase. The Agency shall at all reasonable times make available or cause to be made available to the Institution its registration books (maintained at the principal corporate trust office of the Trustee) containing the names and addresses of the Bondowners if known.

Section 8.4 Termination of Agreement.

After full payment of the Bonds or provision for the payment in full thereof having been made in accordance with Section 10.01 of the Indenture, the Institution may terminate this Agreement by paying the fees and expenses of the Agency, the Trustee, the Bond Registrar and Paying Agents and all other amounts due and payable under this Agreement or the Indenture and the other Security Documents, 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 Institution under Sections 4.3, 6.2, 6.3, 8.5 and 9.17. Notwithstanding any other provision of this Agreement to the contrary, upon the later of the full payment of the Bonds or provision for the payment in full thereof having been made in accordance with Section 10.01 of the Indenture, and upon receipt of forty-five (45) days prior written notice of the Agency requesting termination, the Institution 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 any other Security Documents to which the Institution shall be a party, together with any amounts required to be rebated by the Institution to the federal government pursuant to the Indenture or the Tax Compliance Agreement, and thereupon such termination shall forthwith become effective, subject, however, to the survival of the obligations of the Institution under Sections 4.3, 6.2, 6.3, 8.5 and 9.17 hereof. In the event the Institution does not terminate this Agreement within such 45 day period, then, commencing on the 46th day after transmittal of the notice requesting termination as above provided, the Institution shall, in addition to all other payment obligations due to the Agency hereunder, make payments to the Agency in the amount of \$500.00 per day until the Institution shall terminate this Agreement in accordance with the provisions hereof.

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 Bonds to finance a portion of the Project Costs and is entering into this Agreement in order to accomplish the public purposes of the Act. In consideration therefor, the Institution hereby agrees as follows:

(i) If there shall occur a Recapture Event (as defined below) prior to the completion of the Project and occupancy of the Facility by the Institution and the Institution thereafter sells all or substantially all of the Facility or causes all or substantially all of the Facility to be sold within two years of the exercise of the option to terminate this Agreement, the Institution shall pay to the Agency, as a return of public benefits conferred by the Agency, all Benefits (as defined below).

(ii) (x) If there shall occur a Recapture Event after the date on which the Project shall have been substantially completed, which shall be that date as stated in the certificate of the Authorized Representative of the Institution delivered to the Agency pursuant to Section 2.1 hereof, but not later than June 30, 2008 (the "Operations Commencement Date"), the Institution 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 allocated to such Facility.

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

1. The Institution 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 Institution 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 Institution shall have effected substantial changes in the scope and nature of the Institution’s operations at the Facility;
4. The Institution shall have transferred all or substantially all of its employees to a location outside of the City; or
5. The Institution 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 an affected Facility, or (ii) the inability at law of the Institution to rebuild, repair, restore or replace an affected 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 Institution or (b) the Institution shall have applied, or shall have irrevocably committed to apply, the proceeds of any disposition of an affected Facility (net of the reasonable costs incurred by the Institution in connection with such disposition, including any commissions, taxes, filing and recording fees and legal and 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 affected Facility.

(b) The Institution 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 Institution under this Section 8.5 shall not be paid on demand by the Institution, 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 Institution shall have paid such payment in full, together with 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 Institution under this Section 8.5.

(e) The Institution covenants and agrees to furnish the Agency with written notification upon any such disposition of the Facility or any portion thereof made within ten (10) years of its completion, which notification shall set forth the terms of such sale. 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.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Indenture; Amendment.

The Institution shall have and may exercise all the rights, powers and authority stated to be in the Institution 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 Institution or otherwise adversely affects the Institution without the written consent of the Institution.

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 Institution to make the installment purchase 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 or of terrorism, 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 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 satisfied in the event of a strike or other industrial disturbance even though existing or impending strikes or other industrial disturbances could have been settled by the party claiming a force majeure hereunder by acceding to the demands of the opposing person or persons.

Section 9.3 Assignment or Sublease.

(a) Except as provided in Section 9.3(d) below, the Institution may not at any time (i) subject to Section 6.1 hereof, assign or transfer this Agreement, or (ii) sublet the whole or any part of the Facility without the prior written consent of the Agency (which consent shall not be unreasonably withheld or delayed), which consent of the Agency will take into consideration the Agency's subletting policies as in effect from time to time; and provided that, (1) any assignee, transferee or sublessee of the Institution is a Tax-Exempt Organization or, if such sublessee is not a Tax-Exempt Organization, the Institution shall deliver to the Agency an opinion of nationally recognized bond counsel acceptable to the Agency to the effect that the sublease with such sublessee will not adversely affect the exclusion of the interest on any Tax-Exempt Bonds from gross income for Federal income tax purposes and an Opinion of Counsel addressed to the Agency and the Trustee to the effect that such transfer or sublease shall not cause the Facility to cease being a "project" under the Act; (2) the Institution shall nevertheless remain liable to the Agency for the payment of all installment purchase payments 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; (3) any assignee, transferee or sublessee of the Institution of the Facility in whole shall have assumed in writing and have agreed to keep and perform all of the terms of this Agreement on the part of the Institution to be kept and performed, shall be jointly and severally liable with the Institution for the performance thereof, shall be subject to service of process in the State, and, if a corporation, shall be qualified to do business in the State; (4) any assignee, transferee or sublessee shall utilize the Facility as a qualified "project" and as a "civic facility" within the meaning of the Act; (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 Institution; (7) such assignment, transfer or sublease shall in no way diminish or impair the Institution's obligation to carry the insurance required under Section 4.5 of this Agreement and the Institution 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 may reasonably require. The Institution shall furnish or cause to be furnished to the Agency and the Trustee a copy of any such sublease in substantially final form at least thirty (30) days prior to the date of execution thereof.

(b) Any consent by the Agency 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 Institution, or the successors or assigns of the Institution, to obtain from the Agency 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 Institution.

(c) If the Facility or any part thereof is sublet or occupied by any Person other than the Institution, the Agency, in the event of the Institution's default in the payment of rent, may and is hereby empowered to collect rent from the sublessee or occupant during the continuance of any such default. In case of such event, the Agency may apply the net amount received by it to the installment purchase payments 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 undertenant or occupant as tenant, or a release of the Institution from the further performance of the covenants herein contained on the part of the Institution.

(d) The Institution covenants and agrees not to amend, modify, terminate or assign, or to suffer any amendment, modification, termination or assignment of, any sublease without the prior written consent of the Agency.

(e) The Institution shall file with the Agency by January 1 of each year commencing January 1, 2007, a certificate of an Authorized Representative of the Institution with respect to all tenancies in effect at the Facility, in the form of the Subtenant Survey attached hereto as Appendix B.

(f) Notwithstanding anything herein to the contrary, the Agency hereby consents to the subleasing of a portion of each Facility to the following affiliates of the Institution: Beth Abraham Health Services, Comprehensive Care Management Diagnostic and Treatment Center, Inc. and Center for Nursing and Rehabilitation, Inc.

Section 9.4 Priority of Agency Mortgage.

Pursuant to the Agency Mortgage, the Agency will grant a leasehold mortgage lien on and security interest in the Seneca Avenue Facility and, pursuant to the Indenture, the Agency will pledge and assign the installment purchase payments 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 to such mortgage liens, security interests, pledges and assignments thereunder.

Section 9.5 Benefit of and Enforcement by Bondowners.

The Agency and the Institution agree that this Agreement is executed in part to induce the purchase of the Bonds and for the further securing of the Bonds, and accordingly all covenants and agreements on the part of the Agency and the Institution as set forth in this Agreement are hereby declared to be for the benefit of the Owner from time to time of the Bonds and may be enforced as provided in Article VII of the Indenture on behalf of the Bondowner 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 Institution shall assume in writing the obligations of such amended Agreement.

Section 9.7 Notices.

All notices, certificates or other communications hereunder shall be sufficient if sent (i) by registered or certified United States mail, postage prepaid, (ii) by a nationally recognized overnight delivery service or (iii) by hand delivery, and addressed to the intended recipient thereof as follows:

if to the Agency, to: New York City Industrial Development Agency, 110 William Street, New York, New York 10038, Attention: Executive Director, with a copy to the General Counsel of the Agency at the same address;

if to the Institution, to: Comprehensive Care Management Corporation, 2540 Barker Avenue, Bronx, New York 10467, Attention: Michael M. Bialek, Senior Vice President of Real Estate, with a copy to Carter Ledyard & Milburn LLP, 2 Wall Street, New York, New York 10005, Attention: Clifford P. Case, Esq.; and

if to the Trustee, to: The Bank of New York, 101 Barclay Street, Floor 21W, New York, New York 10286, Attention: Corporate Trust Administration.

The Agency, the Institution and the Trustee may, by like notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. A copy of any notice given to the Agency or the Institution under this Agreement shall also be given to the Trustee. Any notice, certificate or other communication hereunder shall, except as may expressly be provided herein, be deemed to have been delivered or given (A) three (3) Business Days following posting if transmitted by mail, (B) one day following sending if transmitted by a nationally recognized overnight delivery service, or (C) upon delivery if given by hand delivery, with rejection of delivery to constitute delivery.

Section 9.8 Prior Agreements Superseded.

This Agreement shall completely and fully supersede all other prior understandings or agreements, both written and oral, between the Agency and the Institution relating to the Facility (other than the Institution Lease).

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 Institution will permit the Trustee or its duly authorized agents, during normal business hours and upon reasonable notice to enter upon the Facility and to examine and inspect the Facility and exercise its rights hereunder and under the Indenture with respect to the Facility. The Institution will further permit the Agency, or its duly authorized agent, during normal business hours and upon reasonable notice to enter the Facility but solely for the purpose of assuring that the Institution is operating the Facility, or is causing the Facility to be operated, as a "civic facility" and 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 Institution.

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 Institution and their respective successors and assigns and, to the extent expressly provided herein, shall inure to the benefit of the Trustee and the Owners of the Bonds.

Section 9.13 Net Agreement.

It is the intention of the parties hereto that this Agreement be "net" to the Institution and that all of the installment purchase payments payable hereunder 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 without giving effect to the principles of the conflicts of laws thereof.

Section 9.15 Investment of Funds.

Any moneys held as part of the Rebate Fund, Bond Fund, the Project Fund, the Debt Service Reserve 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 Institution, be invested and reinvested by the Trustee as provided in the Indenture. Neither the Agency 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 hereto that any investment tax credit or comparable credit which may ever be available shall accrue to the benefit of the Institution.

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 Recourse under this Agreement or on Bonds.

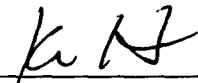
All covenants, stipulations, promises, agreements and obligations of the Agency or the Institution, as applicable, contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and the Institution, as the case may be, and not of any member, trustee, director, officer, employee or agent of the Agency or the Institution, 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, trustee, director, officer, employee or agent of the Agency or the Institution or any natural person executing the Bonds.

Section 9.19 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 December 22, 2005.

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 the Institution has caused its name to be subscribed hereto by its duly authorized representative, all being done as of the year and day first above written.

NEW YORK CITY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Name: Kei Hayashi
Title: Deputy Executive Director

COMPREHENSIVE CARE MANAGEMENT
CORPORATION

By: 
Name: Michael M. Bialek
Title: Second Assistant Treasurer

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

On the 16th day of December, in the year two thousand five, before me, the undersigned, a Notary Public/~~Commissioner of Deeds~~ in and for said State/~~The City~~ of New York, personally appeared Kei Hayashi, 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, or the person upon behalf of which the individual acted, executed the instrument.

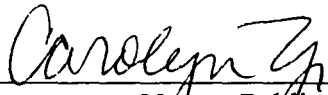


Notary Public/Commissioner of Deeds

DAVID SHELLEY
Notary Public - State of New York
No. 01SH6122387
Qualified in King County
My Commission Expires February 7, 2009

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

On the 21st day of December, in the year two thousand five, before me, the undersigned, personally appeared Michael M. Bialek, 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, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

CAROLYN YI
Notary Public, State Of New York
No. 01YI6013752
Qualified In Queens County
Commission Expires Sept. 28, 2006

Exhibit A**DESCRIPTION OF THE PROJECT**

The Project consists of the financing of (a) the acquisition, renovation, equipping and furnishing of (i) an approximately 9,900 square feet of leased space on the ground floor of a building located on an approximately 12,500 square foot parcel of land at 216 East 99th Street, New York, New York 10029 (the “East 99th Street Facility”), (ii) an approximately 9,000 square foot leased building located on an approximately 11,000 square foot parcel of land at 2301-2331 Stillwell Avenue, Brooklyn, New York 11223 (the “Stillwell Avenue Facility”), (iii) an approximately 10,780 square feet of leased space on the first floor and basement of a building located on an approximately 12,100 square foot parcel of land at 1920 Amsterdam Avenue, New York, New York 10032 (the “Amsterdam Avenue Facility”), (iv) an approximately 7,500 square foot building located on an approximately 12,500 square foot parcel of land at 1140 Seneca Avenue, Ridgewood, New York 11385 (the “Seneca Avenue Facility”), and (v) an approximately 10,000 square foot leased building located on an approximately 10,500 square foot parcel of land at 183 Chrystie Street, New York, New York 10002 (the “Chrystie Street Facility”; and, together with the East 99th Street Facility, the Stillwell Avenue Facility, the Amsterdam Avenue Facility and the Seneca Avenue Facility, the “Facility”), all for use by the Institution to further its capacity to make available health care and medical services, rehabilitative services, day care services, nursing care and recreational and social programs, (b) the funding of a Debt Service Reserve Fund, and (c) certain costs of issuance relating to the issuance of the Series 2005 Bonds.

Exhibit B

DESCRIPTION OF THE FACILITY

East 99th Street Facility

East 99th Street Facility Realty:

Approximately 9,900 square feet of space located on the ground floor in the premises known as 216 East 99th Street being part of the premises described as follows:

ALL that certain tracts of land, together with the buildings and improvements erected therefrom and appurtenances there unto belonging, situated in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at the intersection of the easterly side of 3rd Avenue with the northerly side of East 97th Street;

THENCE Northwardly along the easterly side of 3rd Avenue, 463 feet 8 inches to the southerly side of East 99th Street;

THENCE Eastwardly along the southerly side of East 99th Street, 610 feet to the westerly side of 2nd Avenue;

THENCE Southwardly along the westerly side of 2nd Avenue, 463 feet 8 inches to the northerly side of East 97th Street;

THENCE Westwardly along the northerly side of East 97th Street 610 feet to the easterly side of 3rd Avenue, the point of origin.

EXCEPTING THEREFROM so much as conveyed the City of New York by Deed recorded in Liber 4998 Cp. 670 for street purposes.

East 99th Street Facility Equipment:

The acquisition of building materials, fixtures and equipment for incorporation and/or use at the portion of the building on the East 99th Street Facility Realty leased to Comprehensive Care Management Corporation and financed with the proceeds of the New York City Industrial Development Agency Civic Facility Revenue Bonds (Comprehensive Care Management Corporation Project), Series 2005A.

Stillwell Avenue Facility

Stillwell Avenue Facility Realty:

Approximately 9,000 square foot leased building located on the following described premises:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a corner formed by the intersection of the southerly side of Avenue W (80 feet wide) with the easterly side of Stillwell Avenue (100 feet wide);

RUNNING THENCE Easterly along the southerly side of Avenue W, 149.58 feet;

THENCE Southerly at right angles to the southerly side of Avenue W, 160.00 feet;

THENCE Westerly at right angles to the preceding course, 49.58 feet;

THENCE Southerly at right angles to the preceding course, 100.00 feet;

THENCE Westerly at right angles to the preceding course, 100.00 feet to the easterly side of Stillwell Avenue;

THENCE Northerly along the westerly side of Stillwell Avenue, 260.00 feet to the corner at the point or place of BEGINNING

Stillwell Avenue Facility Equipment:

The acquisition of building materials, fixtures and equipment for incorporation and/or use at the portion of the building on the Stillwell Avenue Facility Realty leased to Comprehensive Care Management Corporation and financed with the proceeds of the New York City Industrial Development Agency Civic Facility Revenue Bonds (Comprehensive Care Management Corporation Project), Series 2005B.

Amsterdam Avenue Facility

Amsterdam Avenue Facility Realty:

Approximately 10,780 square feet of space located on the first floor and basement of the premises known as 1920 Amsterdam Avenue being part of the premises described as follows:

ALL that certain lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of West 155th Street (100 feet wide) and the westerly side of Amsterdam Avenue (100 feet wide);

RUNNING THENCE northerly along the westerly side of Amsterdam Avenue (100 feet wide) 199 feet 10 inches to the southerly side of West 156th Street (60 feet wide);

THENCE westerly along southerly side of Westerly 156th Street (60 feet wide) 150 feet to a point distant 624 feet east from the easterly side of Broadway;

THENCE southerly at right angles 199 feet 10 inches to the northerly side of West 155th Street (100 feet wide) and distant 624 feet east from easterly side of Broadway; and

THENCE easterly along the northerly side of West 155th Street (100 feet wide), 150 feet to the point or place of BEGINNING.

Amsterdam Avenue Facility Equipment:

The acquisition of building materials, fixtures and equipment for incorporation and/or use at the portion of the building on the Amsterdam Avenue Facility Realty leased to Comprehensive Care Management Corporation and financed with the proceeds of the New York City Industrial Development Agency Civic Facility Revenue Bonds (Comprehensive Care Management Corporation Project), Series 2005C.

Seneca Avenue Facility

Seneca Avenue Facility Realty:

ALL those certain lots, piece or parcel of land, with the building and improvements thereon, situate, lying and being in the Second Ward of Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of St. Felix Avenue and the southwesterly side of Seneca Avenue;

RUNNING THENCE southwesterly along the said northwesterly side of St. Felix Avenue 200 feet;

RUNNING THENCE northwesterly 235.88 feet to a point on the southwesterly side of Seneca Avenue, which said point is 125 feet northwest of St. Felix Avenue when measured along said side of Seneca Avenue from the point of beginning, and

RUNNING THENCE southeasterly along the said side of Seneca Avenue 125 feet to the corner at the point or place of BEGINNING

Seneca Avenue Facility Equipment:

The acquisition of building materials, fixtures and equipment for incorporation and/or use at the Seneca Avenue Facility Realty and financed with the proceeds of the New York City Industrial Development Agency Civic Facility Revenue Bonds (Comprehensive Care Management Corporation Project), Series 2005E.

Chrystie Street Facility

Chrystie Street Facility Realty:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Chrystie Street, distant one hundred feet two and three-quarter inches northerly from the northwesterly corner of Chrystie Street and Rivington Street at the southerly face of the southerly wall of the building on premises herein;

THENCE Westerly along the southerly face of said wall along a line forming an angle on its northerly side of 89 degrees 59 minutes 30 seconds with the westerly side of Chrystie Street ninety-four feet ten inches;

THENCE Northerly twenty-five feet and three eights of an inch to a point distant one hundred twenty-five feet from the northerly side of Rivington Street and ninety-six feet three and seven-eights inches westerly from the westerly side of Chrystie Street;

THENCE Westerly on a line parallel, with the northerly side of Rivington Street one-eighth of an inch;

RUNNING THENCE Northerly along a line parallel with the westerly side of Chrystie Street twenty-five feet;

THENCE Easterly along a line parallel with the northerly side of Rivington Street ninety-six feet four inches to the westerly side of Chrystie Street;

THENCE Southerly along the westerly side of Chrystie Street forty-nine feet nine and one-quarter inches to the point or place of BEGINNING.

Chrystie Street Facility Equipment:

The acquisition of building materials, fixtures and equipment for incorporation and/or use at the portion of the building on the Chrystie Street Facility Realty leased to Comprehensive Care Management Corporation and financed with the proceeds of New York City Industrial Development Agency Civic Facility Revenue Bonds (Comprehensive Care Management Corporation Project), Series 2005D.

N255682.1

Exhibit C

PROJECT COST BUDGET

CCMC - Revised Sources & Uses

	All Projects	99th St	Stillwell	Amsterdam	Chrystie	Seneca	
Land & Building	1,030,000					1,030,000	
Leasehold Improvements	12,346,463	2,327,809	2,450,500	2,138,716	3,138,000	2,291,438	
Machinery/Equip	2,084,299	440,000	322,774	440,000	440,000	441,525	
Fees/Other Soft Costs	<u>293,762</u>	<u>51,497</u>	<u>51,500</u>	<u>67,000</u>	<u>56,500</u>	<u>67,265</u>	
	15,754,524	2,819,306	2,824,774	2,645,716	3,634,500	3,830,228	
Project Cost Equity	<u>(978,824)</u>			(302,219)	(676,605)		
Project Fund	14,775,700	2,819,306	2,824,774	2,343,497	2,957,895	3,830,228	14,775,700
Percentage	100.00%	19.08%	19.12%	15.86%	20.02%	25.92%	100.00%
Project Fund	14,775,700	2,819,306	2,824,774	2,343,497	2,957,895	3,830,228	14,775,700
DSRF	808,500	154,267	154,567	128,232	161,851	209,583	808,500
2% COI	323,400	61,707	61,827	51,293	64,740	83,833	\$323,400
Other Closing Costs	<u>262,400</u>	<u>50,068</u>	<u>50,165</u>	<u>41,618</u>	<u>52,529</u>	<u>68,021</u>	\$262,400
Bond Amount	16,170,000	3,085,348	3,091,332	2,564,640	3,237,015	4,191,665	16,170,000
Rounded Bond Amount		3,085,000	3,090,000	2,565,000	3,240,000	4,190,000	\$16,170,000
<u>COI</u>							
50% of the IDA	\$52,925						
Bond Counsel	\$90,000						
Underwriter	\$242,550						
Underwriter Counsel	\$27,500						
Bond Purchaser's Counsel	\$27,500						
Trustee Fees	\$4,000						
Trustee Counsel Fees	<u>\$3,000</u>						
Total	\$447,475						
Less 2% of Bond Amount	<u>(\$323,400)</u>						
Minimum Equity for COI	\$124,075						
<u>Other Closing Costs not COI</u>							
50% of the IDA	\$52,925						
NYS IDA Fee	\$90,048						
Real Estate & Other	<u>\$200,000</u>						
Total	\$342,973						
<u>Equity</u>							
Project Cost Equity	\$978,824						
Minimum Equity for COI	\$124,075						
Other Closing Costs not COI	<u>\$80,573</u>						
	\$1,183,472						

Exhibit D

SCHEDULE OF PAYMENTS¹
(AS OF THE DATE OF DELIVERY OF THE BONDS)

**[SEE ATTACHED SCHEDULE PREPARED BY ROOSEVELT & CROSS,
INCORPORATED.]**

¹ This schedule only includes the portion of installment purchase payments that correspond to regularly scheduled principal and interest payments due with respect to the Bonds.

BOND PRICING

COMPREHENSIVE CARE MANAGEMENT CORPORATION Civic Facility Revenue Bonds, Series 2005

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Series A Bond - 99th Street:					
	11/01/2006	185,000	5.750%	5.750%	100.000
	11/01/2007	195,000	5.750%	5.750%	100.000
	11/01/2008	205,000	5.750%	5.750%	100.000
	11/01/2009	220,000	5.750%	5.750%	100.000
	11/01/2010	235,000	5.750%	5.750%	100.000
	11/01/2011	245,000	5.750%	5.750%	100.000
	11/01/2012	260,000	5.750%	5.750%	100.000
	11/01/2013	275,000	5.750%	5.750%	100.000
	11/01/2014	295,000	5.750%	5.750%	100.000
	11/01/2015	310,000	5.750%	5.750%	100.000
	11/01/2016	330,000	5.750%	5.750%	100.000
	11/01/2017	160,000	5.750%	5.750%	100.000
	08/01/2018	170,000	5.750%	5.750%	100.000
		<u>3,085,000</u>			
Series B Bond - Stillwell Avenue:					
	11/01/2006	145,000	5.750%	5.750%	100.000
	11/01/2007	175,000	5.750%	5.750%	100.000
	11/01/2008	185,000	5.750%	5.750%	100.000
	11/01/2009	200,000	5.750%	5.750%	100.000
	11/01/2010	210,000	5.750%	5.750%	100.000
	11/01/2011	220,000	5.750%	5.750%	100.000
	11/01/2012	235,000	5.750%	5.750%	100.000
	11/01/2013	250,000	5.750%	5.750%	100.000
	11/01/2014	260,000	5.750%	5.750%	100.000
	11/01/2015	275,000	5.750%	5.750%	100.000
	11/01/2016	295,000	5.750%	5.750%	100.000
	11/01/2017	310,000	5.750%	5.750%	100.000
	11/01/2018	330,000	5.750%	5.750%	100.000
		<u>3,090,000</u>			
Series C1 Bond - Amsterdam Avenue:					
	11/01/2006	70,000	5.625%	5.625%	100.000
	11/01/2007	75,000	5.625%	5.625%	100.000
	11/01/2008	80,000	5.625%	5.625%	100.000
	11/01/2009	85,000	5.625%	5.625%	100.000
	11/01/2010	90,000	5.625%	5.625%	100.000
	11/01/2011	95,000	5.625%	5.625%	100.000
	11/01/2012	100,000	5.625%	5.625%	100.000
	11/01/2013	105,000	5.625%	5.625%	100.000
	11/01/2014	110,000	5.625%	5.625%	100.000
	11/01/2015	115,000	5.625%	5.625%	100.000
		<u>925,000</u>			
Series C2 Bond - Amsterdam Avenue:					
	11/01/2016	125,000	6.000%	6.000%	100.000
	11/01/2017	130,000	6.000%	6.000%	100.000
	11/01/2018	140,000	6.000%	6.000%	100.000
	11/01/2019	150,000	6.000%	6.000%	100.000
	11/01/2020	155,000	6.000%	6.000%	100.000
	11/01/2021	165,000	6.000%	6.000%	100.000
	11/01/2022	175,000	6.000%	6.000%	100.000
	11/01/2023	190,000	6.000%	6.000%	100.000
	11/01/2024	200,000	6.000%	6.000%	100.000
	11/01/2025	105,000	6.000%	6.000%	100.000

BOND PRICING

COMPREHENSIVE CARE MANAGEMENT CORPORATION Civic Facility Revenue Bonds, Series 2005

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Series C2 Bond - Amsterdam Avenue:					
	05/01/2026	105,000	6.000%	6.000%	100.000
		<u>1,640,000</u>			
Series D Bond - Chrystie Street:					
	11/01/2006	170,000	5.750%	5.750%	100.000
	11/01/2007	185,000	5.750%	5.750%	100.000
	11/01/2008	195,000	5.750%	5.750%	100.000
	11/01/2009	205,000	5.750%	5.750%	100.000
	11/01/2010	215,000	5.750%	5.750%	100.000
	11/01/2011	230,000	5.750%	5.750%	100.000
	11/01/2012	245,000	5.750%	5.750%	100.000
	11/01/2013	260,000	5.750%	5.750%	100.000
	11/01/2014	275,000	5.750%	5.750%	100.000
	11/01/2015	290,000	5.750%	5.750%	100.000
	11/01/2016	305,000	5.750%	5.750%	100.000
	11/01/2017	325,000	5.750%	5.750%	100.000
	11/01/2018	165,000	5.750%	5.750%	100.000
	05/01/2019	175,000	5.750%	5.750%	100.000
		<u>3,240,000</u>			
Series E1 Bond - Seneca Avenue:					
	11/01/2006	45,000	5.625%	5.625%	100.000
	11/01/2007	55,000	5.625%	5.625%	100.000
	11/01/2008	60,000	5.625%	5.625%	100.000
	11/01/2009	65,000	5.625%	5.625%	100.000
	11/01/2010	70,000	5.625%	5.625%	100.000
	11/01/2011	70,000	5.625%	5.625%	100.000
	11/01/2012	75,000	5.625%	5.625%	100.000
	11/01/2013	80,000	5.625%	5.625%	100.000
	11/01/2014	85,000	5.625%	5.625%	100.000
	11/01/2015	90,000	5.625%	5.625%	100.000
		<u>695,000</u>			
Series E2 Bond - Seneca Avenue:					
	11/01/2016	95,000	6.125%	6.125%	100.000
	11/01/2017	100,000	6.125%	6.125%	100.000
	11/01/2018	105,000	6.125%	6.125%	100.000
	11/01/2019	110,000	6.125%	6.125%	100.000
	11/01/2020	120,000	6.125%	6.125%	100.000
	11/01/2021	125,000	6.125%	6.125%	100.000
	11/01/2022	135,000	6.125%	6.125%	100.000
	11/01/2023	140,000	6.125%	6.125%	100.000
	11/01/2024	150,000	6.125%	6.125%	100.000
	11/01/2025	160,000	6.125%	6.125%	100.000
	11/01/2026	170,000	6.125%	6.125%	100.000
	11/01/2027	180,000	6.125%	6.125%	100.000
	11/01/2028	190,000	6.125%	6.125%	100.000
	11/01/2029	205,000	6.125%	6.125%	100.000
	11/01/2030	215,000	6.125%	6.125%	100.000
	11/01/2031	230,000	6.125%	6.125%	100.000

BOND PRICING

COMPREHENSIVE CARE MANAGEMENT CORPORATION Civic Facility Revenue Bonds, Series 2005

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Series E2 Bond - Seneca Avenue:					
	11/01/2032	245,000	6.125%	6.125%	100.000
	11/01/2033	255,000	6.125%	6.125%	100.000
	11/01/2034	275,000	6.125%	6.125%	100.000
	11/01/2035	290,000	6.125%	6.125%	100.000
		3,495,000			
		16,170,000			

Dated Date	12/22/2005	
Delivery Date	12/22/2005	
First Coupon	02/01/2006	
Par Amount	16,170,000.00	
Original Issue Discount		
Production	16,170,000.00	100.000000%
Underwriter's Discount		
Purchase Price	16,170,000.00	100.000000%
Accrued Interest		
Net Proceeds	16,170,000.00	

Exhibit E**SPECIAL COVENANTS AND AGREEMENTS**

Modification of Institution's Obligation Under Section 4.4 to Pay Impositions. The obligations of the Institution to satisfy all Impositions with respect to each Facility as set forth in Section 4.4 hereof is qualified as follows: The Institution shall not be responsible for the nonpayment of any Imposition by a Prime Landlord: (i) if the Institution has no right under such Prime Lease to compel the Prime Landlord to pay such Imposition; (ii) if the Prime Landlord is required, or the Institution reasonably believes the Prime Landlord is required, under the terms of such Prime Lease to pay such Imposition, so long as the Institution is promptly and vigorously exercising good faith diligent efforts to enforce such payment; and (iii) if such noncompliance is the result of any action or failure to act on the part of the Prime Landlord under such Prime Lease or of any agent, contractor, officer, director, employee or servant of the Prime Landlord or of any other tenant of the Prime Landlord unrelated to the Institution.

Modification of Institution's Obligation Under Section 4.7 to Comply with Legal Requirements. The obligations of the Institution to observe and comply with all Legal Requirements as set forth in Section 4.7 hereof is qualified as follows: The Institution shall not be responsible for the noncompliance by a Prime Landlord with any Legal Requirements: (i) if the Institution has no right under such Prime Lease to compel the Prime Landlord to comply or cause compliance with such Legal Requirement; (ii) if the Prime Landlord is required, or the Institution reasonably believes the Prime Landlord is required, under the terms of such Prime Lease to comply with the Legal Requirements, so long as the Institution is promptly and vigorously exercising good faith diligent efforts to enforce such compliance; and (iii) if such noncompliance is the result of any action or failure to act on the part of the Prime Landlord under such Prime Lease or of any agent, contractor, officer, director, employee or servant of the Prime Landlord or of any other tenant of the Prime Landlord unrelated to the Institution.

Enforcement of Rights Under the Prime Lease Against the Prime Landlord. The Institution covenants and agrees that to the extent that a Prime Landlord is obligated to the Institution under a Prime Lease to comply with all Legal Requirements (the foregoing covenants of a Prime Landlord being, collectively, the "Prime Landlord Covenants"), the Institution shall not amend, waive or modify, or permit the amendment, waiver or modification of, any of such Prime Landlord Covenants, and upon the direction of the Agency, the Institution shall promptly exercise good faith diligent efforts to enforce the Prime Landlord Covenants against a Prime Landlord.

Covenants with Respect to the Prime Lease. (a) The Institution covenants and agrees that it shall not enter into an amendment, supplement or modification to a Prime Lease which would adversely affect the interests of the Agency. Promptly following the execution of any amendment, supplement or modification of a Prime Lease, the Institution shall furnish copies thereof to the Agency.

(b) The Institution agrees to observe and comply with all of its payments and all of its material obligations, covenants and agreements set forth in each Prime Lease and further agrees to promptly transmit to the Agency copies of any termination or default notice it shall receive from, or deliver to, a Prime Landlord under each Prime Lease.

Requirements of the Prime Lease. This Agreement is and shall be subject and subordinate in all respects to each Prime Lease, as appropriate, including all approved modifications and amendments thereto, and to all matters to which such Prime Lease is subject and subordinate.

Architect's Certificate

_____, 2006

New York City Industrial Development Agency
110 William Street
New York, NY 10038

Re: New York City Industrial Development Agency Project to assist with the renovation and equipping of an approximately 7,500 square foot building located on an approximately 12,500 square foot parcel of land owned by the Project Company and located at 1140 Seneca Avenue, Ridgewood, New York (the "Premises")

To Whom It May Concern:

The undersigned ("Architect") understands that New York City Industrial Development Agency ("IDA") is providing financial assistance to Comprehensive Care Management Corporation (the "Project Company"), which financial assistance will be used to assist the Project Company with the construction of the improvements described in Exhibit A attached hereto (the "Improvements") on the Premises (the "Project"). Architect has been engaged to act as the architect for the Improvements pursuant to the provisions of a certain architectural contract also described in Exhibit A attached hereto (the "Contract"). Architect has prepared certain plans and specifications for use in connection with the construction of the Improvements (the "Plans and Specifications"), as more particularly described in Exhibit B attached hereto.

The undersigned Architect does hereby certify and represent to you as follows:

1. The Architect prepared and supervised the preparation of the Plans and Specifications.
2. All of the Improvements are located within the boundaries of the Premises and in accordance with all "set-back" requirements. To my knowledge after due inquiry, limited to a review of Schedules A and B of the Title Report, issued on October 28, 2005 by Old Republic National Title Insurance Company (the "Title Report") and the survey of dated April 24, 2003, redated November 30, 2005, prepared by James F. Deehan, Inc. (the "Survey"), the location of the Improvements, if constructed in accordance with the Plans and Specifications, will not be affected by any existing easements affecting the Premises that are identified in the Title Report or depicted in the Survey, nor will the Improvements be located within or

encroach into any such easement areas, nor shall the location of the Improvements violate any restriction, condition or covenant affecting the Premises.

3. The Plans and Specifications, to the best of our professional knowledge, information and belief, comply with all applicable federal, state and municipal laws, ordinances, rules and regulations regarding zoning, building and fire codes and ordinances in effect as of the date hereof.
4. The intended use of the Premises by the Project Company is in compliance with the provisions of the Zoning Resolution of the City of New York that are applicable to the Premises.
5. The Premises do not require any additional on-site parking to satisfy the New York City zoning requirements.
6. Water, sewer, drainage, gas, electric, and other utilities (except for telephone for which we are not responsible) required for the development and operation of the Improvements are available or have been included in the Plans and Specifications of sufficient design and capacity to meet the requirements of the Improvements. The Plans and Specifications do not call for or indicate the necessity for easements over land of others for access or egress to the Premises or parking on the Premises, or for any of the aforementioned utilities. The Plans and Specifications do not call for or indicate the necessity for drainage of surface or other water across land of others (other than land of the City of New York).
7. The Premises are located within a subdivided zoning lot (Block 3568, Lot 60) separate from any other parcel of real property.
8. The Budgets (with projected draw schedules) attached hereto as Exhibit B are complete and accurately reflect the correct, anticipated cost and projected timing of construction of the Improvements as designed. The amounts set forth in the Budgets are adequate and sufficient for satisfying all fees and expenses of Architect in designing the Improvements.
9. The Plans and Specifications for the construction of the Improvements on the Premises have been approved by all necessary agencies of the City of New York.
10. To my knowledge, there is no petition, action or proceeding pending before any court, agency or official to revoke, rescind, alter or declare invalid any permits or approvals issued or granted to the Project Company in connection with the Improvements.
11. Architect is an architect duly licensed to practice architecture in the State of New York.

The statements contained in this letter are an expression of the undersigned's professional opinion, are made to the best of the undersigned's knowledge, information and belief, and are based on the undersigned's performance of services under its agreement with the Project Company in accordance with generally accepted standards of professional practice.

Very truly yours,

ROLF KARL ARCHITECT, P.C.

By _____

Name: Rolf Karl, R.A.

Title: President

EXHIBIT A

1. The Improvements

The term "Improvements" as used herein shall mean the interior renovations and equipping of an approximately 7,500 square foot building located on an approximately 12,500 square foot parcel of land.

2. The Architect's Contracts

Contract dated _____, between Project Company, as owner, and Rolf Karl, Architect, P.C., as architect.

EXHIBIT B

**List of Plans and Specifications
and Budgets for the Premises**

Exhibit G

General Contractor Certificate

_____, 2006

New York City Industrial Development Agency
110 William Street
New York, NY 10038

Re: New York City Industrial Development Agency Project to assist with the acquisition, renovation, equipping and furnishing of an approximately ____ square foot building located on an approximately ____ square foot parcel of land located at _____ (the "Premises")

To Whom It May Concern:

The undersigned ("General Contractor") understands that New York City Industrial Development Agency is providing financial assistance to Comprehensive Care Management Corporation (the "Project Company"), which financial assistance will be used to assist the Project Company with the construction of the improvements described as: the acquisition, renovation, equipping and furnishing of an approximately ____ square foot building located on an approximately ____ square foot parcel of land located at _____ (the "Improvements") on the Premises (the "Project"). The General Contractor has been engaged to act as the general contractor in connection with the construction the Improvements pursuant to the provisions of a certain contract between the Project Company and the General Contractor dated _____, 2005 (the "Contract"). The General Contractor has reviewed certain plans and specifications (the "Plans and Specifications") for use in connection with the construction of the Improvements, as more particularly described in the Architect's Certification, dated _____, 2006, by _____, the architect for the Project.

The undersigned General Contractor does hereby certify and represent to you as follows:

1. All permits, licenses, certificates, consents and approvals required in connection with the commencement of construction of the Improvements, including but not limited to, curb-cut permits, building permits and permits relating to utilities, have been duly, validly and unconditionally issued by the appropriate governmental agencies (federal, state and local) and private authorities and agencies.
2. The following are the approvals, authorizations, permits or licenses currently issued that are necessary to construct and operate the Improvements, pursuant to any law, rule,

ordinance or regulation affecting the Premises, including environmental laws, rules, ordinances or regulations:

- | | |
|-------------------------------|--|
| • Zoning | Department of Buildings |
| • New Building | Department of Buildings |
| • Sewer Permit | Department of Environmental Protection |
| • Sprinklers | Department of Buildings |
| • Standpipe | Department of Buildings |
| • Generator | Department of Buildings |
| • Paving Plan | Department of Buildings |
| • Street Opening | Department of Transportation |
| • Asbestos Control
Program | Department of Environmental Protection |

3. The following are the only other approvals, authorizations, permits or licenses necessary to construct and operate the Improvements, pursuant to any law, rule, ordinance or regulation affecting the Premises, including environmental laws, rules, ordinances or regulations, which have not been obtained as of this date and which are necessary for the construction of the Improvements:

- | | |
|--------------|-------------------------|
| • Fire Alarm | Department of Buildings |
| • Electrical | Department of Buildings |

The undersigned is familiar with the process for obtaining the approvals, authorizations, permits and licenses necessary to construct and occupy the Improvements, and as to those approvals, authorizations, permits and licenses not yet obtained, the undersigned knows of no reason why the same should not be issued when required by the Project Company upon the payment of the approved fee so as to not delay the construction and occupancy of the Improvements. Such approvals can be obtained in the ordinary course of business so as to not delay the construction of the Improvements, and the issuance of such permits by the applicable government authority is ministerial and not discretionary.

4. The Plans and Specifications for the construction of the Improvements on the Premises have been approved by all necessary agencies of the City of New York.
5. To my knowledge, there is no petition, action or proceeding known to the undersigned pending before the court, agency or official, threatened with respect to the validity of any statutes, ordinances, regulations, restrictions, codes, rules, permits, certificates or any permits or approvals thereunder relating to the Improvements, or to revoke, rescind, alter or declare any of the same.
6. The General Contractor is duly licensed and in good standing in the State of New York to perform all work described in the Contract.

The statements contained in this letter are an expression of the undersigned's opinion, are made to the best of the undersigned's knowledge, information and belief, and are based on the undersigned's

performance of services under its Contract with the Project Company in accordance with generally accepted standards of construction industry practice.

Very truly yours,

[GENERAL CONTRACTOR]

By _____

Name:

Title:

SCHEDULE A-1

EMPLOYMENT and BENEFITS REPORT

For the Fiscal Year July 1, 20xx – June 30, 20xx (FY 'xx)

In order to comply with State and Local Law reporting requirements, the Company is required to complete and return this form to NYCIDA, 110 William Street, Attention: Compliance, New York, NY 10038 no later than **August 1, 20xx**.

PLEASE SEE THE ATTACHED INSTRUCTIONS AND DEFINITIONS OF CAPITALIZED TERMS USED ON THIS PAGE.

1. Number of permanent Full-Time Employees as of June 30, 20xx
2. Number of non-permanent Full-Time Employees as of June 30, 20xx
3. Number of permanent Part-Time Employees as of June 30, 20xx.....
4. Number of non-permanent Part-Time Employees as of June 30, 20xx.....
5. Number of Contract Employees as of June 30, 20xx
6. Total Number of employees of the Company and its Affiliates included in Items 1, 2, 3 and 4

For each employee included in this item 6, attach the NYS-45 Quarterly Combined Withholding, Wage Reporting and Unemployment Insurance Return for the period including June 30, 20xx.

7. Number of employees included in item 6 above who reside in the City of New York.....
8. Do the Company and its Affiliates offer health benefits to all Full-Time Employees? Y N (please circle Y or N)
Do the Company and its Affiliates offer health benefits to all Part-Time Employees?..... Y N (please circle Y or N)

If the answer to item 6 above is 250 or more employees, please complete Item 9 through 13 below:

9. Number of employees in Item 6 who are "Exempt"
10. Number of employees in Item 6 who are "Non-Exempt"
11. Number of employees in item 10 that earn up to \$25,000 annually
12. Number of employees in item 10 that earn \$25,001 - \$40,000 annually
13. Number of employees in item 10 that earn \$40,001 - \$50,000 annually

4 through 16, indicate the value of the benefits realized at Project Locations during FY'xx:

14. Value of sales and use tax exemption benefits \$ _____

15. Value of Commercial Expansion Program ("CEP") benefits..... \$ _____

16. Value of Relocation and Employment Assistance Program ("REAP") benefits \$ _____

17. Were physical improvements made to any Project Location during FY '06 at a cost exceeding 10% of the current assessed value of the existing improvements at such Project Location? **Y N** (please circle **Y** or **N**)

If the Company and/or its Affiliates have applied for Industrial and Commercial Incentive Program ("ICIP") benefits for new physical improvements at Project Location(s), please provide the ICIP application number(s)..... # _____

Certification: I, the undersigned, an authorized officer or principal owner of the Company/Affiliate/Tenant, hereby certify to the best of my knowledge and belief that all information contained in this report is true and complete. This form and information provided pursuant hereto may be disclosed to the New York City Economic Development Corporation ("NYCEDC") and New York City Industrial Development Agency ("NYCIDA") and may be disclosed by NYCEDC and NYCIDA in connection with the administration of the programs of NYCEDC and/or NYCIDA and/or the City of New York; and, without limiting the foregoing, such information may be included in (x) reports prepared by NYCEDC pursuant to New York City Charter Section 1301 et. seq., (y) other reports required of NYCIDA or NYCEDC, and (z) any other reports or disclosure required by law.

Entity Name: _____

Signature By: _____ Date: _____

Name (print): _____ Title: _____

DEFINITIONS:

"Affiliate" is (i) a business entity in which more than fifty percent is owned by, or is subject to a power or right of control of, or is managed by, an entity which is a party to a Project Agreement, or (ii) a business entity that owns more than fifty percent of an entity which is a party to a Project Agreement or that exercises a power or right of control of such entity.

"Company" includes any entity that is a party to a Project Agreement.

"Contract Employee" is a person who is an independent contractor (i.e., a person who is not an "employee"), or is employed by an independent contractor (an entity other than the Company, an Affiliate or a Tenant), who provides services at a Project Location.

"Financial Assistance" is any of the following forms of financial assistance provided by or at the direction of NYCIDA and/or NYCEDC: a loan, grant, tax benefit and/or energy benefit pursuant to the Business Incentive Rate (BIR) program or New York City Public Utility Service (NYCPUS) program.

"Full-Time Employee" is an employee who works at least 35 hours per week at a Project Location.

"Part-Time Employee" is an employee who works less than 35 hours per week at a Project Location.

"Project Agreement" is any agreement or instrument pursuant to which an entity received or receives Financial Assistance.

"Project Location" is any location (a) with regard to which Financial Assistance has been provided to the Company and/or its Affiliates during the fiscal year reporting period covered by the Employment and Benefits Report, or (b) that is occupied by the Company and/or its Affiliates at which such entities have employees who are eligible to be reported per the terms of the Project Agreement with the Company and/or its Affiliates.

"Tenant" is a tenant or subtenant (excluding the Company and its Affiliates) that leases or subleases facilities from the Company or its Affiliates (or from tenants or subtenants of the Company or its Affiliates) at any Project Location.

ITEM INSTRUCTIONS For each Project Agreement, please submit one report that covers (i) the Company and its Affiliates and (ii) Tenants and subtenants of Tenants at all Project Locations covered by the Project Agreement. Each Tenant must complete items 1-5, 15 and 16 on this form with regard to itself and its subtenants and return it to the Company. The Company must include in its report information collected by the Company from its Affiliates and Tenants. The Company must retain for six (6) years all forms completed by its Affiliates and Tenants and at NYCIDA's request must permit NYCIDA upon reasonable notice to inspect such forms and provide NYCIDA with a copy of such forms.

1-4. Items 1, 2, 3 and 4 must be determined as of **June 30, 2006** and must include all permanent and non-permanent Full-Time Employees and Part-Time Employees at all Project Locations, including, without limitation, those employed by the Company or its Affiliates and by Tenants and subtenants of Tenants at the Project Locations. **Do not include Contract Employees in Items 1, 2, 3 and 4.**

5. Report all Contract Employees providing services to the Company and its Affiliates and Tenants and subtenants of Tenants at all Project Locations.

6-14. Report information requested only with respect to the Company and its Affiliates at all Project Locations. For item 6, report only the permanent and non-permanent Full-Time Employees and Part-Time Employees of the Company and its Affiliates. **Do not report employees of Tenants and subtenants of Tenants. Do not report Contract Employees.**

9. Indicate the number of employees included in item 6 who are classified as "Exempt", as defined in the federal Fair Labor Standards Act. Generally, an Exempt employee is not eligible for overtime compensation.

10. Indicate the number of employees included in item 6 who are classified as "Non-Exempt", as defined in the federal Fair Labor Standards Act. Generally, a Non-Exempt employee is eligible for overtime compensation.

14. Report all sales and use tax exemption benefits realized at all Project Locations by the Company and its Affiliates and granted by virtue of the exemption authority of NYCIDA or the City of New York. Do not include any sales and use tax savings realized under the NYS Empire Zone Program.

15. Report all CEP benefits received by the Company and its Affiliates and any Tenants and subtenants of Tenants at all Project Locations. CEP is a package of tax benefits designed to help qualified businesses to relocate or expand in designated relocation areas in New York City. For more information regarding CEP, please visit <http://www.nyc.gov/dof>.

16. Report all REAP benefits received by the Company and its Affiliates and any Tenants and subtenants of Tenants at all Project Locations. REAP is designed to encourage qualified businesses to relocate employees to targeted areas within New York City. REAP provides business income tax credits based on the number of qualified jobs connected to the relocation of employees. For more information regarding REAP, please visit <http://www.nyc.gov/dof>.



SCHEDULE A-2

**LOCATION & CONTACT
INFORMATION**

Due Date By Facsimile: July 31, 20xx
<<Project Company>>

Eligible Project Location(s):

Please provide the information required below for the location or locations that are receiving benefits from the New York City Industrial Development Agency ("IDA").

<i>Project Address & Floor</i>	<i>Borough</i>	<i>Zip Code</i>	<i>Type of Benefit (Pilot, Sales Tax, etc.)</i>
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*** Please use additional pages if necessary ***

Please provide below current Project Contact Information:

Name: _____ Title: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

(Please print CLEARLY)

Signature: _____

Backup Contact Name/Title/Phone Number:

_____ **FAX YOUR RESPONSE TO: (212) 312-3918**

Or mail to:
NYC IDA
Attention: Compliance Dept.
110 William Street, 4th Floor
New York, NY 10038

QUESTIONS: Please contact the IDA Compliance Helpline at (212) 312-3963

ida

New York City
Industrial
Development
Agency

SCHEDULE B

IDA SUBTENANT SURVEY**DUE DATE: January 2, ____**

Company: _____

Address: _____

In order to verify compliance your IDA Transaction Documents, please complete the information requested below for each and every subtenant occupying space in your facility as of January 1, ____.

TOTAL BUILDING SQUARE FOOTAGE OF _____ SQ. FT.

<u>Subtenant</u>	<u>Square Footage</u>	<u>Beginning Date</u>	<u>End Date</u>	<u>Related Company (Yes or No)</u>
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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 IDA Transaction Documents.

Name: _____ Title: _____

Signature: _____ Date: _____

Phone Number: _____

• 110 William Street, New York, NY 10038 • 212.619.5000

SCHEDULE C**PROJECT COMPLETION CERTIFICATE OF INSTITUTION AS
REQUIRED BY SECTION 2.1(e) OF THE INSTALLMENT SALE AGREEMENT**

The undersigned, an Authorized Representative (as defined in the Installment Sale Agreement referred to below) of **COMPREHENSIVE CARE MANAGEMENT CORPORATION**, a New York not-for-profit corporation (the "Institution"), HEREBY CERTIFIES that this Certificate is being delivered in accordance with the provisions of Section 2.1(e) of that certain Installment Sale Agreement and Assignment of Lease, dated as of December 1, 2006 (the "Installment Sale Agreement"), between the New York City Industrial Development Agency (the "Agency") and the Company, and FURTHER CERTIFIES THAT (capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Installment Sale Agreement):

- (i) the Project has been completed substantially in accordance with the plans and specifications therefor and the date of completion of the Project was _____;
- (ii) except for any Project costs not due and payable or the liability for payment of which is being contested or disputed by the Institution in good faith, all labor, services, machinery, equipment, materials and supplies used therefor have been paid for or arrangement for payment, as described below, has been made [insert details of payment arrangement if possible];
- (iii) all other facilities necessary in connection with the Project have been completed and all costs and expenses incurred in connection therewith have been paid;
- (iv) the Agency has good and valid marketable leasehold title to the Facility, and all property constituting the Facility is subject to the Installment Sale Agreement, subject only to Permitted Encumbrances;
- (v) in accordance with all applicable laws, regulations, ordinances and guidelines, the Facility is ready for occupancy, use and operation for its intended purposes;
- (vi) \$_____ represents the amount required for the payment of remaining Project costs;
- (vii) this Certificate is given without prejudice to any rights of the Institution against third parties existing on the date hereof or which may subsequently come into being and no Person other than the Agency may benefit from this Certificate;
- (viii) attached hereto are (a) releases of mechanics' liens by the general contractor and by all contractors and materialmen who supplied work, labor, services, machinery, equipment, materials or supplies in connection with the Project, (b) a permanent certificate of occupancy, (c) any and all permissions, approvals, licenses or consents required of governmental authorities for the occupancy, operation and use of the Facility for the purposes contemplated by the Installment Sale Agreement, and (d) evidence that all real property taxes and assessments, and payments in lieu of taxes, if any, due and payable under Section 4.3 the Installment Sale Agreement in respect of the Facility have been paid in full;

(ix) attached hereto is evidence of dismissal of all New York City Department of Buildings Violations, including, without, limitation, violation numbers V 031699LL629127655 and V 013105LL629124917.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this ____ day of _____, ____.

**COMPREHENSIVE CARE MANAGEMENT
CORPORATION**

By: _____

Name: _____

Title: _____