

CERTIFICATE OF DETERMINATION
Electric System General Revenue Bonds
Series 2023C

I, the undersigned Authorized Representative of the **LONG ISLAND POWER AUTHORITY** (the “Authority”), as of March 15, 2023, DO HEREBY CERTIFY AND DETERMINE as follows:

1. Pursuant to the power granted under the Electric System General Revenue Bond Resolution adopted by the Authority on May 13, 1998 (the “General Resolution”) and the Thirty-Second Supplemental Electric System General Revenue Bond Resolution authorizing Electric System General Revenue Bonds, adopted by the Authority on December 15, 2021 (the “Supplemental Resolution” and, collectively with the General Resolution, the “Resolution”), the Authority has authorized the issuance and sale of up to \$1,040,000,000 aggregate principal amount of “Electric System General Revenue Bonds, Series 202_” in one or more series, of which \$500,000,000 may be used for purposes of refunding Outstanding fixed or variable rate Bonds of the Authority. On February 24, 2023, the Authority issued its Electric System General Revenue Bonds, Series 2023A and Series 2023B in the aggregate principal amount of \$286,700,000, for purposes of refunding Outstanding Bonds of the Authority, leaving a remaining unutilized authorized amount for purposes of refunding Outstanding Bonds of the Authority, prior to the issuance of the Series 2023C Bonds (as hereinafter defined), of \$63,300,000 under the Supplemental Resolution. Upon the issuance of the Series 2023C Bonds in the aggregate principal amount of \$63,000,000, the Authority will have remaining authorization to issue bonds for purposes of refunding Outstanding fixed or variable rate Bonds of \$300,000 under the Supplemental Resolution.

2. The Certificate of Determination Provisions for Multi-Modal Obligations appended hereto as **Appendix A** (“Appendix A”) constitute an integral part of this Certificate of Determination and have the same force and effect as if set forth in the forepart of this Certificate of Determination, provided that, as to the extent of any conflict between this Certificate and Appendix A during the Initial Rate Period (as defined herein), the terms of the forepart of this Certificate of Determination shall control with respect to such Series 2023C Bonds. All terms used in this Certificate of Determination, including Appendix A, and not otherwise defined in the forepart of this Certificate of Determination or in Appendix A shall have the meanings given to them in the Resolution.

3. Definitions.

As used in the forepart of this Certificate of Determination, the following terms have the following meanings:

“*2023C Bond Agreement*” means the Direct Purchase Agreement Relating to Electric System General Revenue Bonds, Series 2023C dated as of January 1, 2023 between the Authority and the Purchaser, as the same may be amended, modified, supplemented or restated in accordance with the terms thereof.

“2023C Applicable Spread” means, initially 42 basis points (0.420%). In the event of a change in the Debt Rating, the 2023C Applicable Spread shall equal the number of basis points set forth in the Level associated with the lowest Debt Rating as set forth in the schedule below:

	DEBT RATING			APPLICABLE SPREAD BASIS POINTS (%)
	MOODY’S	S&P	FITCH	
Level I	A2 or higher	A or higher	A or higher	0.420%
Level II	A3	A1	A1	0.570%
Level III	Baa1	BBB+	BBB+	0.820%
Level IV	Baa2	BBB	BBB	1.170%
Level V	Baa3	BBB-	BBB-	1.670%
Level VI	Below Baa3	Below BBB-	Below BBB-	Default Rate

Any change in the 2023C Applicable Spread resulting from a change in the Debt Rating shall be and become effective as of and on the date of the announcement of the change in the Debt Rating. References to the Debt Rating above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the Debt Rating in connection with the adoption of a “global” rating scale, each Debt Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. As of the date hereof, the 2023C Applicable Spread is that specified above for Level I. In the event that any Debt Rating is withdrawn or otherwise unavailable from any Rating Agency, the 2023C Applicable Spread then in effect shall be increased by an additional 150 basis points (1.50%) from the 2023C Applicable Spread otherwise in effect until an Debt Rating from such Rating Agency is restored or replaced.

“*Amortization End Date*” means the earliest to occur of (a) the third (3rd) anniversary of the Mandatory Tender Date, (b) the date on which the interest rate on all of the Bonds have been converted to an interest rate other than the SIFMA Index Rate and (c) the date on which all Bonds are remarketed, redeemed, repaid, prepaid or cancelled in accordance with the terms of the Indenture.

“*Amortization Payment Date*” means (a) the Initial Amortization Payment Date and each three-month anniversary of the Initial Amortization Payment Date occurring thereafter which occurs prior to the Amortization End Date and (b) the Amortization End Date.

“*Amortization Period*” has the meaning set forth in Section 19(b) hereof.

“*Bank Rate*” means, for the period of 1-180 days from the applicable Mandatory Purchase Date, the Base Rate, and thereafter, the Base Rate plus 1.00%.

“*Base Rate*” has the meaning assigned to it in the 2023C Bond Agreement.

“*Bond Interest is Taxable*” means that interest paid or to be paid on a Series 2023C Bond is or will be includable for federal income tax purposes in the gross income of the Purchaser thereof, but excluding the inclusion of interest on such Series 2023C Bond as an item of tax preference for purposes of the calculation of an alternative minimum tax imposed on the Purchaser.

“*Calculation Agent*” shall mean Wells Fargo Bank, National Association, or any successor as Calculation Agent with respect to the Series 2023C Bonds

“*Closing Date*” has the meaning set forth in the 2023C Bond Agreement.

“*Debt Rating*” has the meaning set forth in the 2023C Bond Agreement.

“*Determination of Taxability*” means (a) any determination, decision, decree or advisement by the Commissioner of Internal Revenue, or any District Director of Internal Revenue or any court of competent jurisdiction to the effect that Bond Interest is Taxable, or (b) the delivery to the Purchaser or the Trustee of a written opinion of nationally recognized bond counsel to the effect that Bond Interest is Taxable. A Determination of Taxability also shall be deemed to have occurred on the first to occur of the following:

- (i) the date when the Authority files any statement, supplemental statement, or other tax schedule, return or document, which discloses that Bond Interest is Taxable;
- (ii) the effective date of any federal legislation enacted or federal rule or regulation promulgated after the date of the Indenture which has the effect that Bond Interest is Taxable; or
- (iii) if upon sale, lease or other deliberate action within the meaning of Treas. Reg. § 1.141-2(d), the failure to receive an unqualified opinion of a nationally recognized bond counsel to the effect that such action will not cause interest on the Series 2023C Bonds to become includable in the gross income of the recipient.

“*Failed Remarketing Rate*” means the Bank Rate.

“*Index Rate Reset Date*” for the SIFMA Index Rate applicable to the Series 2023C Bonds shall be Thursday of each week or, if the SIFMA Index is not issued on Wednesday of such week, the Business Day next succeeding the day on which the SIFMA Index for such week is issued.

“*Initial Amortization Payment Date*” means the date ninety (90) days immediately succeeding the Mandatory Tender Date.

“*Initial Rate Period*” means the Interest Rate Period beginning on March 15, 2023, and ending on the redemption or tender of the Series 2023C Bonds.

“*Purchaser*” means Wells Fargo Bank, National Association.

“*SIFMA Index*” means the SIFMA Municipal Swap Index, which, for purposes of an Index Rate Reset Date for the Series 2023C Bonds bearing interest at a SIFMA Index Rate, will be the level of such index which is issued weekly and which is compiled from the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specific criteria established from time to time by SIFMA and issued on Wednesday of each week, or if any Wednesday is not a Business Day, the immediately succeeding Business Day. If the SIFMA Index is not available as of any Index Rate Reset Date, a substitute or replacement index for such Index Rate Reset Date will be designated by the Authority in compliance with the Resolution. Notwithstanding the foregoing, if the SIFMA Index shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“*SIFMA Index Rate*” means the variable per annum rate of interest equal to the sum of (i) the SIFMA Index and (ii) the 2023C Applicable Spread.

“*Taxable Date*” means the date on which interest on the Series 2023C Bonds is first includable in gross income of the recipient thereof as a result of a Determination of Taxability.

“*Taxable Rate*” means, for any date of determination, the product of (i) the SIFMA Index Rate and (ii) one divided by one minus the prevailing Maximum Federal Corporate Tax Rate in effect on the date of calculation.

4. Pursuant to the Resolution, the Authority hereby determines to issue and sell a series of Newly Authorized Bonds (the “Series 2023C Bonds”) to the Purchaser. The Series 2023C Bonds shall be issued on the Closing Date in the aggregate principal amount of \$63,000,000.

5. The Series 2023C Bonds shall be sold to the Purchaser pursuant to the 2023C Bond Agreement. The aggregate purchase price for the Series 2023C Bonds under the 2023C Bond Agreement is the par amount thereof (\$63,000,000).

6. The Series 2023C Bonds are being issued for the purpose of refunding a portion of the outstanding principal amount of the Authority’s Electric System General Revenue Bonds, Series 2015C (the “Refunded Bonds”).

7. The Series 2023C Bonds shall be dated the Closing Date, shall bear interest from and including such date, payable as described below and in Appendix A, with the first Interest Payment Date being April 3, 2023. The Series 2023C Bonds shall mature on May 1, 2033.

8. The Series 2023C Bonds will initially be in an FRN Mode and bear interest at the SIFMA Index Rate which shall be in effect until a Mode Change Date. This Certificate of Determination, including Appendix A, sets forth procedures pursuant to which, subject to certain conditions, the interest rates on the Series 2023C Bonds will be determined from time to time and the Mode applicable to the Series 2023C Bonds may be determined and changed from one Mode to another.

9. Interest Payments. While the Series 2023C Bonds remain in the Initial Rate Period, interest on the Series 2023C Bonds shall be payable on each Interest Payment Date, commencing April 3, 2023. So long as DTC is the sole registered owner of all of the Series 2023C Bonds, all interest payments will be made to DTC by wire transfer of immediately available funds, and DTC's participants will be responsible for payment of interest to beneficial owners. All Series 2023C Bonds will be fully registered in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof (the "Authorized Denominations").

10. Interest Rates on Series 2023C Bonds. (a) The Series 2023C Bonds shall initially be in an FRN Mode and bear interest at the SIFMA Index Rate which shall be in effect until a Mode Change. Interest on the Series 2023C Bonds shall be payable on the first Business Day of each month (the "Interest Payment Date"). Interest shall be calculated on the basis of a 360-day year and actual days elapsed.

(b) The SIFMA Index Rate shall be determined by the Calculation Agent and shall be effective from an Index Rate Reset Date to but not including the following Index Rate Reset Date. Wells Fargo Bank, National Association is the initial Calculation Agent with respect to the Series 2023C Bonds. On or prior to the initial issue date of the Series 2023C Bonds, the initial SIFMA Index Rate shall be calculated by the Calculation Agent and shall be in effect from and including the initial issue date to (but not including) the first Index Rate Reset Date. Thereafter, the SIFMA Index Rate shall be determined by the Calculation Agent and shall be effective from an Index Rate Reset Date to but not including the following Index Rate Reset Date. Upon the written request of any Owner of Series 2023C Bonds, the Trustee shall confirm the SIFMA Index Rate then in effect. All percentages resulting from any step in the calculation of interest on the Series 2023C Bonds while in the SIFMA Index Rate Period will be rounded, if necessary, to the nearest hundred-thousandth of a percentage point (i.e., to five decimal places) with five millionths of a percentage point rounded upward, and all dollar amounts used in or resulting from such calculation of interest on the Series 2023C Bonds will be rounded to the nearest cent (with one-half cent being rounded upward).

(c) *Mode Change.* On and after any Mode Change Date, (x) the Rate to be borne by the Series 2023C Bonds shall be determined by the Remarketing Agent as provided in the applicable section of Appendix A hereto and (y) the Series 2023C Bonds will be subject to optional redemption and tender for purchase pursuant to the applicable section of Appendix A hereto.

(d) *Failed Remarketing during Initial Rate Period.* Subject to the terms of Section 18, in the event that during the Initial Rate Period, the Remarketing Agent is unable to place all of the principal amount of the Series 2023C Bonds at the Purchase Price on a Mandatory Purchase Date, the Series 2023C Bonds shall be returned to the Owners thereof and the Series 2023C Bonds shall bear interest at a rate equal to the Failed Remarketing Rate until the Series 2023C Bonds are able to be remarketed.

(e) *Default Rate.* If an event of default (as defined in the 2023C Bond Agreement) occurs while the Series 2023C Bonds are in the Initial Rate Period, the Series 2023C Bond shall bear interest at the Default Rate. The Default Rate applicable to the Series 2023C

Bonds during the Initial Rate Period shall equal the prevailing Base Rate plus 3.00%, resetting monthly on the first Business Day of each month.

(f) *Determination of Taxability.* In the event a Taxable Date occurs, the Series 2023C Bonds shall bear interest at the Taxable Rate.

11. Optional Redemption of Series 2023C Bonds.

(a) During the Initial Rate Period the Series 2023C Bonds shall be subject to redemption, at the direction of the Authority on not less than thirty (30) days' notice to the Owners of the Series 2023C Bonds, in whole or in part, on any Interest Payment Date in each such case, at a redemption price equal to the principal amount of the Series 2023C Bonds to be redeemed plus accrued interest thereon to, but not including, the redemption date; provided, however, that any Series 2023C Bonds redeemed prior to March 16, 2024, shall be subject to a redemption premium equal to the product of (i) 0.42% and (ii) the amount of Series 2023C Bonds redeemed, calculated for each day from the date of redemption to and including March 16, 2024.

(b) On and after any mandatory tender for purchase and conversion to any Mode, the Series 2023C Bonds subject to such mandatory tender and conversion shall be subject to redemption at the option of the Authority as described above or in Appendix A hereto.

(c) During the Initial Rate Period the Series 2023C Bonds are also subject to redemption, upon the occurrence of a Determination of Taxability, at the direction of the Authority on any Interest Rate Reset Date and not less than thirty (30) days' notice to the owners of the Series 2023C Bonds at a redemption price equal to 100% of the principal amount thereof, in each case together with accrued and unpaid interest thereon to the redemption date.

12. Tender Provisions for the Series 2023C Bonds. While in the Initial Rate Period, the Series 2023C Bonds are subject to tender prior to maturity on such dates and at such prices as are set forth below.

(a) *Mandatory Tender for Purchase at End of each FRN Mode.* The Series 2023C Bonds are subject to mandatory tender for purchase on the Business Day after the last day of each Interest Rate Period (each, a "Purchase Date") at the Purchase Price (defined below). The Purchase Date March 16, 2026.

(b) *Mandatory Tender for Purchase at the Option of the Authority.* The Series 2023C Bonds are subject to a mandatory tender for purchase at the option of the Authority (an "Optional Purchase") at the Purchase Price on any Interest Payment Day (the "Optional Purchase Date").

(c) *Mandatory Tender for Purchase on any Mode Change Date.* The Series 2023C Bonds are subject to a mandatory tender for purchase on the Mode Change Date at the times and in the manner provided in Section 14 of this Certificate of Determination at the Purchase Price.

(d) *Mandatory Tender for Purchase on 2023C Bond Agreement Default.* The Series 2023C Bonds are subject to mandatory tender for purchase, as set forth in Section 8.2 of the 2023C Bond Agreement, upon the occurrence and continuation of an Event of Default and the delivery of a notice directing such mandatory tender for purchase.

(e) *Mandatory Purchase Date and Purchase Price.* The Purchase Date, the Optional Purchase Date and the Mode Change Date are each referred to herein as a “Mandatory Purchase Date.” The Purchase Price to be paid for the Series 2023C Bonds on any Mandatory Purchase Date shall be the principal amount of such Series 2023C Bonds (the “Purchase Price”), and interest on such Series 2023C Bonds shall be paid in accordance with customary procedures. In the case of any Series 2023C Bonds purchased prior to March 16, 2024, such Series 2023C Bonds shall be subject to a redemption premium equal to the product of (i) 0.42% and (ii) the amount of Series 2023C Bonds purchased.

13. Notice of Mandatory Tender for Purchase. (a) The Trustee will, at least thirty (30) days prior to any Mandatory Purchase Date applicable to the Series 2023C Bonds, give notice to the Notice Parties of the mandatory tender for purchase of the Series 2023C Bonds that is to occur on that date.

(b) Notice of any mandatory tender of the Series 2023C Bonds will be provided by the Trustee or caused to be provided by the Trustee by mailing a copy of the notice of mandatory tender by first-class mail to each Owner of the Series 2023C Bonds at the respective addresses shown on the registry books. Each notice of mandatory tender for purchase will identify the reason for the mandatory tender for purchase and specify:

- (i) the Mandatory Purchase Date,
- (ii) the Purchase Price,
- (iii) the place and manner of payment,
- (iv) that the Owner has no right to retain such Series 2023C Bonds, and
- (v) that no further interest will accrue from and after the Mandatory Purchase Date to such Owner.

(c) Each notice of mandatory tender for purchase caused by a change in the Mode applicable to the Series 2023C Bonds will in addition specify the conditions that must be satisfied pursuant to the Resolution in order for the New Mode to become effective and the consequences that the failure to satisfy any of such conditions would have.

(d) Any notice mailed as described above will be conclusively presumed to have been duly given, whether or not the Owner of any Series 2023C Bonds receives the notice, and the failure of that Owner to receive any such notice will not affect the validity of the action described in that notice. Failure by the Trustee to give a notice as provided under this caption would not affect the obligation of the Tender Agent to purchase the Series 2023C Bonds subject to mandatory tender for purchase on the Mandatory Purchase Date.

14. Changes in Mode. (a) *General.* While the Series 2023C Bonds are in the Initial Rate Period, any Series 2023C Bonds may be changed to any other Mode at the times and in the manner set forth below.

(b) *Notice of Intention to Change Mode.* No later than the 15th day preceding the Mode Change Date, the Authority shall give written notice to the Notice Parties of its intention to effect a change in the Mode from the Mode then prevailing (the “Current Mode”) to another Mode (the “New Mode”) specified in such written notice, together with the proposed Mode Change Date.

(c) *General Provisions Applying to Changes from the FRN Rate Mode to Another.*

(i) The Mode Change Date must be an Interest Payment Date, which is no earlier than the earliest date on which the Series 2023C Bonds are subject to an Optional Purchase, as set forth in Section 12.

(ii) On or prior to the date the Authority provides the notice to the Notice Parties, the Authority will deliver to the Trustee (with a copy to all other Notice Parties) a letter from Bond Counsel addressed to the Trustee to the effect that it expects to be able to deliver a Favorable Opinion of Bond Counsel on the Mode Change Date.

(iii) No change in Mode will become effective unless all conditions precedent thereto have been met and the following items shall have been delivered to the Trustee and the remarketing agent by 2:30 P.M., or such later time as is acceptable to the Authority, the Trustee and the remarketing agent, on the Mode Change Date:

- a Favorable Opinion of Bond Counsel dated the Mode Change Date;
- unless the existing Tender Agency Agreement and Remarketing Agreement are effective on the Mode Change Date, a Tender Agency Agreement and a Remarketing Agreement if required for the New Mode; and
- a certificate of an authorized officer of the Tender Agent to the effect that all of the Series 2023C Bonds tendered or deemed tendered, unless otherwise redeemed, have been purchased at a price at least equal to the principal amount thereof.

(iv) If all conditions to the Mode change are met, the Interest Rate Period for the New Mode shall commence on the Mode Change Date and the interest rate will be determined by the remarketing agent.

(v) In the event the foregoing conditions have not been satisfied by the Mode Change Date, the New Mode shall not take effect and the Series 2023C Bonds that are the subject of the Mode change:

- will remain subject to mandatory tender for purchase as set forth below under Section 18;

- will continue to be in the FRN Rate Mode, bearing interest at the SIFMA Index Rate; and
- will bear interest as set forth below under Section 18.

(d) *Partial Mode Changes and Subseries Designations.* Less than all of the Series 2023C Bonds then subject to a particular Mode may be converted to another Mode; provided, however, that in such event such Series 2023C Bonds shall be re-designated into one or more subseries for each separate Mode with a new CUSIP number for each subseries and further provided that preceding such an event written confirmation of the rating on such Series 2023C Bonds is provided by the Rating Agency or Rating Agencies then rating the Series 2023C Bonds. If less than all of the Series 2023C Bonds then subject to a particular Mode are converted to another Mode, the particular Series 2023C Bonds or portions thereof which are to be converted to a new Mode shall be selected by the Trustee in its discretion subject to the provisions hereof regarding Authorized Denominations of Series 2023C Bonds subject to such new Mode. To the extent that Series 2023C Bonds are issued in or re-designated into one or more subseries, references herein to Series 2023C Bonds shall be deemed to refer to Bonds of such subseries.

(e) *Rescission of Election to Change from One Mode to Another.* The Authority may rescind any election by it to change Mode as described above prior to the Mode Change Date by giving written notice thereof to the Notice Parties prior to 10:00 A.M. on the Business Day preceding such Mode Change Date. If the Tender Agent receives notice of such rescission prior to the time the Tender Agent has given notice to the holders of the Bonds, then such notice of change in Mode shall be of no force and effect. If the Tender Agent receives notice from the Authority of rescission of a Mode Change Date after the Tender Agent has given notice thereof to the holders of the Bonds, then if the proposed Mode Change Date would have been a Mandatory Purchase Date, such date shall continue to be a Mandatory Purchase Date.

15. Source of Funds for Purchase of Series 2023C Bonds during FRN Rate Mode. (a) On or before 3:00 P.M., New York City time, on each Mandatory Purchase Date, the Tender Agent shall purchase the Series 2023C Bonds subject to purchase on such date from the Owners at the Purchase Price. Funds for the payment of such Purchase Price shall be derived solely from immediately available funds transferred by the remarketing agent to the Tender Agent derived from the remarketing of such Series 2023C Bonds.

(b) Notwithstanding the foregoing, the Authority shall have the option, but shall not be obligated, to transfer immediately available funds to the Tender Agent for the payment of the Purchase Price of any Series 2023C Bonds tendered or deemed tendered. None of the Authority, the Trustee, the Tender Agent nor the Remarketing Agent shall have any liability or obligation to pay or, except from the sources identified above, make available such Purchase Price. The failure to pay any such Purchase Price for Series 2023C Bonds that have been tendered or deemed tendered for purchase from any of the sources identified above shall not constitute an Event of Default under the Resolution and in the case of such failure, none of such Series 2023C Bonds shall be purchased, and such Series 2023C Bonds shall remain in the FRN Rate Mode and bear interest as described below under Section 18.

16. Delivery of Remarketed Series 2023C Bonds. Except as otherwise required or permitted by DTC's book-entry-only system of the Securities Depository, remarketed Series 2023C Bonds sold by a Remarketing Agent shall be delivered by the Remarketing Agent to the purchasers of those Series 2023C Bonds by 3:00 P.M., New York City time, on the Mandatory Purchase Date.

17. Delivery and Payment for Purchased Series 2023C Bonds. Except as otherwise required or permitted by the book-entry-only system of the Securities Depository, remarketed Series 2023C Bonds purchased as set forth above shall be delivered (with all necessary endorsements) at or before 12:00 noon on the Mandatory Purchase Date at the office of the Tender Agent in New York, New York; provided, however, that payment of the Purchase Price of any remarketed Series 2023C Bonds purchased shall be made only if such Series 2023C Bonds so delivered to the Tender Agent conform in all respects to the description thereof in the notice of tender. Payment of the Purchase Price shall be made by wire transfer in immediately available funds by the Tender Agent by the close of business on the Mandatory Purchase Date or, if the bondholder has not provided or caused to be provided wire transfer instructions, by check mailed to the bondholder at the address appearing in the books required to be kept by the Trustee pursuant to the Resolution. If Series 2023C Bonds to be purchased are not delivered by the bondholders to the Tender Agent by 12:00 noon on the Mandatory Purchase Date, the Tender Agent shall hold any funds received for the purchase of those Series 2023C Bonds in trust in a separate account, uninvested, and shall pay such funds to the former bondholders upon presentation of Series 2023C Bonds subject to tender. Undelivered Series 2023C Bonds are deemed tendered and cease to accrue interest as to the former bondholders on the Mandatory Purchase Date if moneys representing the Purchase Price shall be available against delivery of those Series 2023C Bonds at the Principal Office of the Tender Agent; provided, however, that any funds so held by the Tender Agent that remain unclaimed by the former holder of any such Series 2023C Bonds not presented for purchase for a period of two years after delivery of such funds to the Tender Agent shall, to the extent permitted by law, upon request in writing by the Authority and the furnishing of security or indemnity to the Tender Agent's satisfaction, be paid to the Authority free of any trust or lien and thereafter the former holder of such Series 2023C Bonds shall look only to the Authority and then only to the extent of the amounts so received by the Authority without any interest thereon and the Tender Agent shall have no further responsibility with respect to such moneys or payment of the Purchase Price of such Series 2023C Bonds. The Tender Agent shall authenticate replacement Series 2023C Bonds for any undelivered Series 2023C Bonds which may then be remarketed by the remarketing agent.

18. Consequences of a Failed Remarketing. (a) In the event that remarketing proceeds are insufficient to pay the purchase price of all Outstanding Series 2023C Bonds subject to tender on the applicable Mandatory Purchase Date, (1) no purchase shall be consummated on such Mandatory Purchase Date and the Tender Agent shall, after any applicable grace period, (a) return all tendered Series 2023C Bonds to the registered owners thereof and (b) return all remarketing proceeds to the remarketing agent for return to the persons providing such moneys; and (2) during the period of time from and including the applicable Mandatory Purchase Date to (but not including) the date that all such Series 2023C Bonds are successfully remarketed (the "Delayed Remarketing Period") the Series 2023C Bonds, will bear interest at the Failed Remarketing Rate until such time as they can be successfully remarketed. Until they are

so remarketed, the Series 2023C Bonds shall be subject to par call or mandatory tender at the option of the Authority at any time.

(b) On each Business Day following the failed remarketing on the applicable Mandatory Purchase Date, the Remarketing Agent shall continue to use its best efforts to remarket the Series 2023C Bonds subject to tender on such Mandatory Tender Date into the Mode designated by the Trustee, at the direction of the Authority (or such other Mode as the Trustee, at the direction of the Authority, shall thereafter designate to the Remarketing Agent and the prospective owners thereof) or an additional Interest Rate Period in the FRN Rate Mode. Once the Remarketing Agent has advised the Trustee that it has a good faith belief that it is able to remarket all of the applicable Series 2023C Bonds, the Trustee, at the direction of the Authority, will give notice by mail to the registered owners of such Series 2023C Bonds not later than five Business Days prior to the purchase date, which notice will state (1) that the interest rate on such Series 2023C Bonds will continue to be in the FRN Rate Mode or will be adjusted to a different Mode on and after the purchase date; (2) that such Series 2023C Bonds will be subject to mandatory tender for purchase on the purchase date; (3) the procedures for such mandatory tender; (4) the purchase price of such Series 2023C Bonds on the purchase date (expressed as a percentage of the principal amount thereof); and (5) the consequences of a failed remarketing.

(c) During the Delayed Remarketing Period, the Trustee may, upon direction of the Authority, apply available amounts to the redemption of the Series 2023C Bonds as a whole or in part on any Business Day, at a redemption price equal to the principal amount thereof, together with interest accrued thereon to the date fixed for redemption, without premium. Notice of redemption shall be provided at least five Business Days prior to the date fixed for redemption.

19. Term Out and Amortization. (a) In the event the Purchaser has not received the Purchase Price for the Series 2023C Bonds on the applicable Mandatory Tender Date, and (i) no Default or Event of Default under the 2023C Bond Agreement shall have occurred and be continuing and (ii) the representations and warranties set forth in Article V of the 2023C Bond Agreement shall be materially true and correct on, and shall be deemed to have been made on, the Mandatory Tender Date, then such Series 2023B Bonds shall (i) be deemed to be Index Mode Hard Put Bonds and the date that is thirty (30) days following such Mandatory Tender Date shall be deemed to be an Index Mode Hard Put Mandatory Purchase Date and (ii) shall accrue interest during such thirty (30) day period at the Bank Rate.

(b) In the event the Purchaser has not received the Purchase Price for the Series 2023C Bonds on the applicable Mandatory Tender Date, and (i) the Authority has delivered a written request to enter into an Amortization Period in the form of Exhibit B to the Purchaser no later than thirty (30) days after such Mandatory Tender Date, (ii) no Default or Event of Default under the 2023C Bond Agreement shall have occurred and be continuing, and (iii) the representations and warranties set forth in Article V of the 2023C Bond Agreement shall be materially true and correct on, and shall be deemed to have been made on, the date that is thirty (30) days following the Mandatory Tender Date, *then* the Authority shall cause the principal amount of such Series 2023C Bonds to be redeemed or remarketed in full on or before the Amortization End Date (the period commencing on the thirtieth (30th) calendar day

following the Mandatory Tender Date and ending on the Amortization End Date is herein referred to as the “*Amortization Period*”).

(i) During the Amortization Period, interest on the Series 2023C Bonds shall accrue at the Bank Rate, be payable monthly in arrears on each Interest Payment Date of each calendar month and be calculated on the basis of a 360-day year and actual days elapsed.

(ii) During the Amortization Period, the Series 2023C Bonds shall be deemed to be Index Mode Hard Put Bonds and each Amortization Payment Date shall be deemed to be an Index Mode Hard Put Mandatory Purchase Date with respect to one twelfth (1/12) of the Series 2023C Bonds outstanding on the original Mandatory Tender Date.

20. Sinking Fund Redemption. The Series 2023C Bonds shall be subject to redemption in part on the dates and in the respective principal amounts set forth below at 100% of the principal amount thereof, plus accrued interest to the redemption date, from mandatory Sinking Fund Installments which are required to be made in amounts sufficient to redeem on the dates set forth below the principal amount of such respective Series 2023C Bonds specified for each of the years shown below:

Series 2023C Sinking Fund Installments	
Date	Principal Amount
December 1, 2030	\$19,450,000
December 1, 2031	20,400,000
December 1, 2032	21,480,000
May 1, 2033 [†]	1,670,000

[†]Final Maturity

In the event a principal amount of the Series 2023C Bonds is deemed to be no longer Outstanding, except by scheduled sinking fund redemption as described above, such principal amount shall be applied to reduce the remaining Sinking Fund Installments for such Series 2023C Bonds in such order and amounts as is determined by an Authorized Representative of the Authority in a written certificate delivered to the Trustee, which certificate shall be conclusive as to such matters.

21. Pursuant to the authority granted in Section 205 of the Supplemental Resolution, the Series 2023C Bonds shall be in substantially the forms set forth in Exhibit A attached hereto, with necessary or appropriate variations and insertions as are incidental to their numbers, denominations, maturities and other details thereof and of their form or as are otherwise permitted or required by law or by the Resolution, including this Certificate of Determination.

22. The Authority shall deliver the Series 2023C Bonds in definitive form on the Closing Date.

23. The proceeds of the sale of the Series 2023C Bonds shall be applied as follows:

(a) \$ 63,228,576.08 shall be deposited in the Debt Service Fund in order to refund the Refunded Bonds;

(b) provided, however, that the Trustees of the Authority may authorize any other lawful application of proceeds of the Series 2023C Bonds

24. (a) Pursuant to the resolution of the Board of Trustees of the Authority, dated July 22, 2020, the General Resolution shall be amended and restated as set forth in such resolution, subject to the consent or deemed consent of not less than a majority of the holders of Bonds and certain other conditions.

(b) Pursuant to Section 903 of the General Resolution, the original purchasers and Holders of the Series 2023C Bonds issued pursuant to this Certificate of Determination, by their purchase and acceptance thereof, thereby (i) consent, and shall be deemed to have consented to, the amendments made by or pursuant to this Certificate of Determination, and (ii) waive, and shall be deemed to have waived, any and all other formal notices, implementation or timing requirements that may otherwise be required under the Resolution, which consents shall be effective and binding unless and until revoked pursuant to and to the extent permitted by said Section 903 of the General Resolution.

25. This certificate is executed by me, as an Authorized Representative, pursuant to and in accordance with the delegation of authority authorized by and contained in Article II of the General Resolution, and Article II of the Supplemental Resolution and constitutes the determination authorized by the last paragraph of Section 205 of the General Resolution, the last paragraph of Section 204 of the Supplemental Resolution and the Authorizing Resolution.

26. All terms used herein and not otherwise defined in this Certificate shall have the meanings given to them in the Supplemental Resolution or the 2023C Bond Agreement, as applicable, and, if not defined therein, such terms shall have the meanings given to them in the General Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand as of the date first above written.

LONG ISLAND POWER AUTHORITY



[Signature Page of Certificate of Determination Relating to Electric System General Revenue Bonds, Series 2023C]

**Exhibit A to
Certificate of
Determination**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Authority or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

[FORM OF SERIES 2023C BONDS]

No. 2023C R ___ \$ _____

LONG ISLAND POWER AUTHORITY

Electric System General Revenue Bonds, Series 2023C

<u>Date of Issuance</u>	<u>Initial Interest Rate</u>	<u>Maturity Date</u>	<u>CUSIP</u>
[March 15], 2023	FRN Rate	[May 1], 20[_]_	
Registered Owner:	[Cede & Co.]		

Principal Amount: _____ Dollars

LONG ISLAND POWER AUTHORITY (herein called the “Authority”), a corporate municipal instrumentality created and existing under and by virtue of the laws of the State of New York, acknowledges itself indebted to, and for value received hereby promises to pay, but solely from the Trust Estate and not otherwise, to the registered owner specified above or registered assigns, the principal amount specified above on the maturity date specified above (subject to the right of prior redemption hereinafter mentioned) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay to the registered owner hereof interest on such principal amount in like coin or currency and at the rate or rates of interest and at the times provided herein.

This Bond is one of a duly authorized issue of obligations of the Authority designated as its Electric System General Revenue Bonds (as the same may be amended, herein called the “General Revenue Bonds”) issued and to be issued in various series under and pursuant to the Long Island Power Authority Act, Title 1 a of Article 5 of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York, as amended (herein called the “Act”), and under and pursuant to a resolution of the Authority adopted on May 13,

1998, entitled “Electric System General Revenue Bond Resolution” (as the same may be supplemented and amended, herein called the “General Resolution”). The aggregate principal amount of General Revenue Bonds which may be issued under the General Resolution is not limited except as provided in the General Resolution.

This Bond is one of a series of Electric System General Revenue Bonds designated as “Electric System General Revenue Bonds, Series 2023C” (the “Series 2023C Bonds”) issued in the aggregate principal amount shown above under the Act, the General Resolution and a supplemental resolution of the Authority adopted on December 15, 2021, entitled “Thirty-Second Supplemental General Revenue Bond Resolution Authorizing Electric System General Revenue Bonds.” The General Resolution and such supplemental resolution, including each Certificate of Determination authorized by such supplemental resolution relating to the Series 2023A Bonds, are herein collectively called the “Resolution”.

Capitalized terms used herein and not otherwise defined herein shall have the meanings provided in the Resolution. Copies of the Resolution are on file at the office of the Authority and at the principal corporate trust office of The Bank of New York Mellon, New York, New York, as Trustee under the Resolution, or its successor as such Trustee (herein called the “Trustee”). The Trustee is also Registrar and Paying Agent for the Bonds.

The General Revenue Bonds are payable as to principal, Redemption Price and interest solely from and are equally and ratably secured solely by the Trust Estate, subject to the provisions of the Resolution permitting the application of such Trust Estate to the purposes and on the terms and conditions set forth in the Resolution, including, without limitation, the prior application of Revenues to the payment of Operating Expenses. The General Revenue Bonds are special obligations of the Authority payable solely from the Trust Estate, and no other revenues or assets of the Authority shall be, or shall be deemed to be, pledged to the payment thereof.

Reference is hereby made to the Resolution and to all of the provisions of which any holder of this Bond by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the pledge and covenants securing the General Revenue Bonds, including this Bond; the Revenues and other moneys and securities constituting the Trust Estate pledged to the payment of the principal and Redemption Price of and interest on the General Revenue Bonds issued thereunder; the nature and extent and manner of enforcement of the pledge; the conditions upon which General Revenue Bonds may hereafter be issued thereunder, payable on a parity with the Bonds from the Trust Estate and equally and ratably secured therewith; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owners of the General Revenue Bonds; the rights and remedies of the Owner hereof with respect hereto and thereto, including the limitations therein contained upon the right of an Owner hereof to institute any suit, action or proceeding in equity or at law with respect hereto and thereto; the rights, duties and obligations of the Authority and the Trustee thereunder; the terms and provisions upon which the pledges and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond thereafter shall no longer be secured by the Resolution or be deemed to be Outstanding thereunder, if moneys or certain specified securities shall have been deposited with the Trustee sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Bond shall be dated the date of its issuance and shall bear interest from such date. Interest on this Bond is payable on the initial Interest Payment Date and on each Interest Payment Date thereafter (i) if this Bond is in a Commercial Paper Mode, a Weekly Mode, a Daily Mode, an FRN Rate Mode or any other Index Mode, by wire transfer of immediately available funds to the account specified by the Owner in a written direction received by the Trustee on or prior to a Record Date or, if no such account number is furnished, by check mailed by the Trustee to the Owner at the address appearing on the books required to be kept by the Trustee pursuant to the Resolution, and (ii) if this Bond is in the Term Rate Mode, or the Fixed Rate Mode, by check mailed by the Trustee to the Owner thereof at its address appearing on the applicable Record Date in the books required to be kept by the Trustee pursuant to the Resolution, except that in the case of an Owner of \$1,000,000 or more in aggregate principal amount of Bonds of the Series of which this Bond is one, upon the written request of such Owner to the Trustee, received on or prior to a Record Date, specifying the account or accounts to which such payment shall be made, payment of interest when due shall be made by wire transfer of immediately available funds. Any such direction or request shall remain in effect until revoked or revised by such Owner by an instrument in writing delivered to the Trustee. The principal and Redemption Price of this Bond shall be payable on its Principal Payment Date, upon surrender thereof at the office of the Trustee. The payment of the Purchase Price of this Bond payable upon optional or mandatory tender for purchase shall be made by wire transfer in immediately available funds by the Tender Agent or, if the Owner has not provided wire transfer instructions, by check mailed to the Owner at the address appearing in the books required to be kept by the Trustee pursuant to the Resolution.

CALCULATION OF INTEREST

The Mode initially applicable to this Bond is the FRN Rate. The Mode applicable to this Bond may be changed to a Commercial Paper Mode, Daily Mode, Weekly Mode, Index Mode, Term Rate Mode, or Fixed Rate Mode, all subject to and as provided in the Resolution. From the date of issuance of this Bond, this Bond shall bear interest at a rate per annum specified in the Resolution for the Bonds of the same Series in the respective Mode. During any Interest Period in any Mode, the interest rate applicable to this Bond will be determined at the times and in the manner provided in the Resolution.

While this Bond is in a Term Rate Mode, or a Fixed Rate Mode, interest hereon shall be computed on the basis of a year of 360 days composed of twelve 30 day months. While this Bond is in a Commercial Paper Mode, a Daily Mode or a Weekly Mode, interest hereon shall be computed on the basis of a 365/366 day year for the actual number of days elapsed to the Interest Payment Date. Interest on Bonds of a Series in an Index Mode shall be calculated on the basis of a 365/366 day year for the actual number of days elapsed to but not including the Interest Payment Date if based on a SIFMA Index.

As and to the extent this Bond is supported by a Liquidity Facility and is purchased by a Liquidity Facility issuer, this Bond shall bear interest on the outstanding principal thereof and on the amount (if any) of accrued and unpaid interest paid by the Bank as part of the purchase price of such Bond, at the Bank Rate for so long as this Bond shall be a Bank Bond in accordance with and as provided in the Resolution. The Bank Rate is a rate determined from time to time and accrues only to the Bank or its permitted assigns as the Owner of this Bond, all

in accordance with and as provided in the Resolution. Accrued interest in respect of any Bank Bond shall be payable to the Bank or its permitted assigns on each Interest Payment Date applicable thereto; provided, however, that the Authority shall pay any Differential Interest Amount due to the Bank upon a remarketing of any such Bond at the times specified in the Liquidity Facility.

MANDATORY PURCHASE OF BOND

This Bond is subject to mandatory purchase at a price equal to the Purchase Price thereof on each Mandatory Purchase Date as provided in the Resolution. Bonds in the Index Mode may be Index Mode Hard Put Bonds or Index Mode Soft Put Bonds, and if the latter may bear interest at a rate specified in the Resolution after the Mandatory Purchase Date and if such Bonds are not purchased from remarketing proceeds, funds made available from a Liquidity Facility, or other amounts made available by the Authority in its sole discretion, the failure to purchase such Bonds shall not constitute a default under the Resolution. Bonds in the FRN Rate Mode may bear interest at a rate specified in the Resolution after a Mandatory Purchase Date and if such Bonds are not purchased from remarketing proceeds, funds or other amounts made available by the Authority in its sole discretion, the failure to purchase such Bonds shall not constitute a default under the Resolution.

Notice of any proposed Mandatory Purchase Date shall be given to Owners of Bonds of the Series of Bonds of which this Bond is one by the Trustee as provided in the Resolution. The Owner of this Bond does not have the right to retain it after any Mandatory Purchase Date.

IF A LIQUIDITY FACILITY IS IN EFFECT WITH RESPECT TO THE SERIES 2023C BONDS, UPON THE OCCURRENCE OF CERTAIN EVENTS DESCRIBED IN THE RESOLUTION AND THE LIQUIDITY FACILITY, THE RIGHT OF THE OWNERS TO HAVE TENDERED BONDS PURCHASED AS DESCRIBED ABOVE MAY BE SUBJECT TO TERMINATION WITHOUT NOTICE OR THE OPPORTUNITY FOR OWNERS OF BONDS TO TENDER SUCH BONDS FOR SUCH A PURCHASE.

OPTIONAL PURCHASE OF BOND

When this Bond is in the Weekly Mode, its Owner may elect to have it or any portion thereof in an amount equal to \$100,000 or any larger integral multiple of \$5,000 purchased on any Business Day at a price equal to its principal amount plus accrued interest, by delivering:

(i) an irrevocable written or telephonic notice to the Tender Agent and the Remarketing Agent, promptly confirmed in writing to the Tender Agent and the Remarketing Agent, by 4:00 p.m., New York City time, on a Business Day not less than seven days before the purchase date specified by the Owner, stating the bond number, its principal amount, and the purchase date, and

(ii) the Bond to the Tender Agent on or before 12:00 noon, New York City time, on the purchase date.

When this Bond is in the Daily Mode, its Owner may elect to have it or a portion thereof in an amount equal to \$100,000 or any integral multiple of \$5,000 in excess thereof, purchased on any Business Day (such purchase to be made on the Business Day on which such demand is made) at a price equal to its principal amount plus accrued interest, by delivering:

- (i) an irrevocable telephone notice to the Tender Agent and the Remarketing Agent (promptly confirmed in writing by such Owner, delivered to the Tender Agent and the Remarketing Agent by telecopier by 11:00 a.m., New York City time, at its Principal Office) stating the bond number, its principal amount and the purchase date, and
- (ii) the Bond to the Tender Agent on or before 12:00 noon, New York City time, on the purchase date.

If the Owner delivers a purchase notice with respect to this Bond or a portion thereof and does not deliver such Bond as required above, such Bond or portion thereof shall be deemed purchased and shall not bear interest from and after such purchase date, and shall not be entitled to any rights under, or be secured by the lien of the Resolution, and the Owner thereof shall have only the right to receive the purchase price due as a result of such purchase.

Funds for the payment of such purchase price due upon an optional or mandatory purchase of Bonds of the Series of Bonds of which this Bond is one shall be derived solely from the following sources in the order of priority indicated and neither the Authority, the Trustee, the Tender Agent nor the Remarketing Agent shall be obligated to provide funds from any other source:

- (i) funds made available as a result of the remarketing of such Bonds; and
- (ii) funds made available as a result of a draw on the applicable Liquidity Facility.

IF A LIQUIDITY FACILITY IS IN EFFECT WITH RESPECT TO THE SERIES 2023C BONDS, UPON THE OCCURRENCE OF CERTAIN EVENTS DESCRIBED IN THE RESOLUTION AND THE LIQUIDITY FACILITY, THE RIGHT OF THE OWNERS TO HAVE TENDERED BONDS PURCHASED AS DESCRIBED ABOVE MAY BE SUBJECT TO TERMINATION WITHOUT NOTICE OR THE OPPORTUNITY FOR OWNERS OF BONDS TO TENDER SUCH BONDS FOR SUCH A PURCHASE.

REDEMPTION OF BONDS

This Bond shall be subject to redemption prior to maturity at the option of the Authority, in whole or in part, on the redemption dates and at the redemption prices and in the manner and under the terms and conditions provided in the Resolution.

Under certain conditions described in the Resolution, the Authority may, in connection with a change in the Mode, waive or otherwise alter its rights to redeem thereafter any Bonds of the Series of Bonds of which this Bond is one in such changed Mode.

The Bonds of the Series of which this Bond is a part shall be subject to redemption in part by lot, at a redemption price equal to the principal amount being redeemed, plus interest accrued to the Redemption Date, from mandatory sinking fund installments therefor at the times and in the manner specified in the Resolution.

The Bonds of the Series to which this Bond is a part shall also be subject to special mandatory redemption and extraordinary mandatory redemption at the times, at the redemption prices and in the manner specified in the Resolution.

Notice of any redemption shall be given at the times and in the manner provided in the Resolution.

OTHER GENERAL PROVISIONS

The Bonds of the Series of which this Bond is one are issuable in the form of registered Bonds without coupons in Authorized Denominations. This Bond is transferable, as provided in the Resolution, only upon the books of the Authority kept for that purpose at the Principal Office of the Trustee by the Owner hereof in person, or by his attorney duly authorized in writing, upon surrender of the Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or his duly authorized attorney, and thereupon a new registered Bond or Bonds, and in the same aggregate principal amount, Series, maturity and interest rate shall be issued to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges therein prescribed.

The Authority and each Fiduciary may deem and treat the person in whose name this Bond is registered on the registry books as the absolute owner hereof for the purpose of receiving payment of principal, Redemption Price and interest due hereon and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effective to satisfy and discharge the Authority's obligations with respect to the payment of such principal, Redemption Price and interest to the extent of the sum or sums so paid, and neither the Authority nor any Fiduciary shall be affected by any notice to the contrary.

The principal of all General Revenue Bonds may be declared due and payable before the maturity thereof, and such declaration may be annulled, as provided in the Resolution.

Neither the Trustees of the Authority nor any person executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

In accordance with Section 1020-o of the Act, the Authority, as agent for the State of New York, hereby pledges to and agrees with the holder of this Bond that the State of New York will not limit or alter the rights vested in the Authority by the Act until this Bond together with the interest hereon have been fully met and discharged or adequate provisions have been made by law for protection of the holder hereof.

The Bonds shall not be a debt of the State of New York or any municipality, and neither the State nor any municipality shall be liable thereon. The Authority does not have the power to pledge the credit, the revenues or the taxing power of the State or any municipality, and

neither the credit or the revenues nor the taxing power of the State or of any municipality is or shall be or be deemed to be pledged to the payment of the Bonds.

It is hereby certified and recited that all conditions, acts and things required by law and the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, exist, have happened and have been performed and that the issuance of the Bonds, together with all other indebtedness of the Authority, is within every debt and other limit prescribed by the laws of the State of New York.

This Bond shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate hereon.

IN WITNESS WHEREOF, LONG ISLAND POWER AUTHORITY has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of an Authorized Representative thereof, and its corporate seal (or facsimile thereof) to be hereunto affixed, impressed, imprinted, engraved or otherwise reproduced and attested by the manual or facsimile signature of another Authorized Representative thereof, all as of the date of issuance of this Bond set forth above.

LONG ISLAND POWER AUTHORITY

By: _____
Authorized Representative

[SEAL]

Attest:

Authorized Representative

TRUSTEE'S CERTIFICATE

The Bond is one of the bonds of the series designated therein, described in the within-mentioned Resolution.

THE BANK OF NEW YORK MELLON,
Trustee

By: _____
Authorized Officer

Authentication Date:

Exhibit B

FORM OF REQUEST FOR AMORTIZATION PERIOD

Wells Fargo Bank, National Association, as Purchaser

Attention: _____

[INSERT BOND REFERENCE]

Ladies and Gentlemen:

Reference is hereby made to that certain Electric System General Revenue Bond Resolution adopted by the Authority on May 13, 1998 (the “*General Resolution*”), the Thirty-Second Supplemental Electric System General Revenue Bond Resolution authorizing Electric System General Revenue Bonds, adopted by the Authority on December 15, 2021, and the Certificate of Determination (the “*Certificate of Determination*”) relating to the Electric System General Revenue Bonds, Series 2023C, dated as of March 15, 2023, and the Direct Purchase Agreement dated as of January 1, 2023 (as amended, the “*Direct Purchase Agreement*”) between Long Island Power Authority (the “*Borrower*”) and Wells Fargo Bank, National Association, as Purchaser (the “*Purchaser*”). All capitalized terms contained herein which are not specifically defined shall have the meanings assigned to such terms in the Continuing Covenant Agreement.

The Borrower hereby requests, pursuant to Section 19 of the Certificate of Determination, to enter into an Amortization Period so that any Bonds not purchased on the Mandatory Tender Date shall be payable as provided during an Amortization Period as provided in Section 19 of the Certificate of Determination.

In connection with such request, the Borrower hereby represents and warrants that:

(a) no Default or Event of Default has occurred and is continuing under the Agreement on the date that is the thirtieth (30th) day immediately succeeding the Mandatory Tender Date; and

(b) all representations and warranties of the Borrower in the Agreement are materially true and correct and are deemed to be made on the date that is the thirtieth (30th) day immediately succeeding the Mandatory Tender Date.

We have enclosed along with this request the following information:

1. the outstanding amount of the Bonds on the date hereof;
2. any other pertinent information previously requested by the Purchaser.

Very truly yours,

LONG ISLAND POWER AUTHORITY

By:

Name: _____

Title: _____

Appendix A
Certificate of Determination Provisions for
Multi-Modal Obligations

**CERTIFICATE OF DETERMINATION PROVISIONS
FOR MULTI-MODAL OBLIGATIONS**

TABLE OF CONTENTS

Page

ARTICLE A-I

DEFINITIONS

A-101. Definitions 1
A-102. Rules of Construction 10

ARTICLE A-II

INTEREST RATE MODES, INTEREST RATES AND PAYMENT

A-201. Denominations; Medium, Method and Place of Payment of Principal and Interest; Dating 12
A-202. Determination of Interest Rates and Interest Rate Periods During Commercial Paper Mode.. 13
A-203. Determination of Interest Rates and Interest Rate Periods During Daily Mode..... 14
A-204. Determination of Interest Rates and Interest Rate Periods During Weekly Mode 15
A-205. Determination of Term Rate(s) and Fixed Rate..... 15
A-206. Determination of Interest Rates and Interest Rate Periods During Index Mode..... 16
A-207. Failure to Establish Rates; Alternate Rate for Weekly Interest Calculation..... 19
A-208. Changes in Mode 19

ARTICLE A-III

REDEMPTION OF BONDS OF EACH SERIES

A-301. Optional Redemption 22
A-302. Redemption from Sinking Fund Installments 23
A-303. Redemption of Bank Bonds 23
A-304. Redemption in Part; Bank Bonds To Be Redeemed First..... 24
A-305. Special Mandatory Redemption..... 24
A-306. Notice of Redemption..... 24

ARTICLE A-IV

PURCHASE OF BONDS

A-401. Optional Tenders of Bonds in Daily Mode and Weekly Mode 26
A-402. Mandatory Purchase at End of Commercial Paper Mode Interest Rate Periods..... 27
A-403. Mandatory Purchase on Any Mode Change Date..... 27
A-404. Mandatory Purchase at End of Term Rate Period or Index Rate Period. 27
A-405. Mandatory Purchase Upon Expiration Date, Termination Date and Substitution Date 27
A-406. Notice of Mandatory Tender for Purchase..... 28
A-407. Purchase Fund..... 29
A-408. Remarketing of Bonds of a Series; Notices 30
A-409. Source of Funds for Purchase of Bonds of a Series 32
A-410. Delivery of Bonds 32
A-411. Delivery and Payment for Purchased Bonds of a Series; Undelivered Bonds..... 33
A-412. Draws on Liquidity Facility 33

ARTICLE A-V

CREDIT FACILITIES AND LIQUIDITY FACILITIES

A-501. Credit Facility and Liquidity Facility 35
A-502. Direct-Pay Credit Facility Drawing Account 37

ARTICLE A-VI

AGENTS

A-601. Remarketing Agent 39
A-602. Tender Agent 39

ARTICLE A-VII

MISCELLANEOUS

A-701. Defeasance of Bonds in Daily or Weekly Mode 41
A-702. Modifications or Amendments to the Resolution 41
A-703. Notices 41
A-704. Demands and Requests 42

**CERTIFICATE OF DETERMINATION PROVISIONS
FOR MULTI-MODAL PROVISIONS**

ARTICLE A-I

DEFINITIONS

A-101. **Definitions.** Capitalized terms used but not otherwise defined in this Appendix A shall have the meanings set forth in the forepart of the Certificate of Determination to which this Appendix A is appended. The following terms shall, for all purposes herein and (except as the context may otherwise require) in the forepart of the Certificate of Determination to which this Appendix A is appended, have the following meanings:

“**Alternate Credit Facility**” means a credit facility that provides (to the extent, and subject to the terms and conditions, set forth therein) for the payment of principal of and interest on the Bonds of a Series becoming due and payable during the term thereof and is issued in substitution for a Credit Facility in accordance with, and pursuant to, Section A-501, as the same may be amended or supplemented from time to time.

“**Alternate Liquidity Facility**” means a Liquidity Facility that provides (to the extent, and subject to the terms and conditions, set forth therein) for the payment of the Purchase Price of Bonds of a Series tendered or deemed tendered to the Tender Agent pursuant to this Supplemental Resolution and is issued in substitution for a Liquidity Facility in accordance with, and pursuant to, Section A-501, as the same may be amended or supplemented from time to time.

“**Alternate Rate**” means, on any Rate Determination Date, the rate per annum specified in an index (the “*Index*”) that the Authority in consultation with its independent financial advisors and Remarketing Agent, if any, determines closely approximates an index for seven day tax-exempt variable rate demand obligations. The obligations on which the Index is based shall not include any obligation the interest on which is subject to a “minimum tax” or similar tax under the Internal Revenue Code of 1986, unless all tax-exempt obligations are subject to such tax.

“**Authorized Denominations**” means with respect to Bonds of a Series (i) in a Commercial Paper Mode, Daily Mode, Weekly Mode or Index Mode, \$100,000 and any integral multiple of \$5,000 in excess thereof; and (ii) in a Term Mode or Fixed Rate Mode, \$5,000 and any integral multiple thereof; provided, however, that if as a result of the change in the Mode of the Bonds of a Series from a Term Mode to a Commercial Paper Mode, Daily Mode, Weekly Mode or Index Mode, it is not possible to deliver all the Bonds of a Series required or permitted to be Outstanding in a denomination permitted above, Bonds of a Series may be delivered, to the extent necessary, in different denominations.

“**Bank Bond**” means any Bond of a Series during any period commencing on the day such Bond is owned by or held on behalf of the Liquidity Facility Issuer or its permitted assignee as a

result of such Bond having been purchased pursuant to Article A-IV from the proceeds of a draw under the Liquidity Facility and ending when such Bond is, pursuant to the provisions of the Liquidity Facility, no longer deemed to be a Bank Bond.

“**Bank Bondholder**” means a Liquidity Facility Issuer owning, or on behalf of which is held, a Bank Bond, or its permitted assignee.

“**Bank Rate**” means with respect to any amounts owing under any Bank Bond and/or Liquidity Advance, the rate of interest which is applicable to the amounts owing under such Bank Bond and/or Liquidity Advance as specified in and computed in accordance with the Liquidity Facility.

“**Bonds**” or “**Bonds of a Series**” and words of like import mean any bonds, notes or other evidences of indebtedness or Series of bonds, notes or other evidences of indebtedness authorized pursuant to the Supplemental Resolution and issued in accordance with the forepart of the Certificate of Determination, or all such bonds, notes or other evidences of indebtedness or Series collectively, as the context may require.

“**Business Day**” means a day other than (i) a Saturday and Sunday or (ii) a day on which the Trustee, the Remarketing Agent (if any) and Tender Agent (if any), the Credit Facility Issuer (if any) and Liquidity Facility Issuer (if any, and if the Credit Facility Issuer or Liquidity Facility Issuer is a foreign institution or corporation, then the Credit Facility Issuer or Liquidity Facility Issuer’s domestic branch or agency) or commercial banks and trust companies in New York, New York, or any other city in which the principal office of the Authority is located, are authorized or required to remain closed, (iii) a day on which the presentation office of the Credit Facility Issuer (if any) or Liquidity Facility Issuer (if any) at which drawings under the Credit Facility or Liquidity Facility are presented is authorized or required to remain closed or (iv) a day on which the New York Stock Exchange is closed.

“**Calculation Agent**” shall mean The Bank of New York Mellon, as Calculation Agent under the Calculation Agency Agreement dated as of December 1, 2014, between the Authority and The Bank of New York Mellon, as amended and supplemented, or any successor as Calculation Agent with respect to the Bonds of a Series.

“**Certificate of Determination**” means the Certificate of Determination to which this Appendix A is appended and of which this Appendix A constitutes an integral part.

“**Closing Date**” when used with respect to the Bonds of a Series, means the date on which such Bonds are first issued and delivered.

“**Code**” when used with respect to a Series of Bonds, means the Internal Revenue Code of 1986 (Title 26 of the United States Code).

“**Commercial Paper Mode**” means the mode during which Bonds of a Series bear interest at a Commercial Paper Rate.

“**Commercial Paper Rate**” means an interest rate determined pursuant to Section A-202.

“Credit Facility” means a Credit Facility (as defined in the Resolution but excluding, for purposes of this Appendix A, any Liquidity Facility as defined below) which is obtained by the Authority pursuant to Section A-501 hereof and that provides (to the extent, and subject to the terms and conditions, set forth therein) for the payment of principal of and interest on the Bonds of a Series becoming due and payable during the term thereof, as the same may be amended or supplemented from time to time, if any.

“Credit Facility Issuer” means the issuer of a Credit Facility.

“Current Mode” has the meaning specified in Section A-208(b).

“Daily Mode” means the Mode during which Bonds of a Series bear interest at a Daily Rate.

“Daily Rate” means an interest rate determined pursuant to Section A-203.

“Delayed Purchase Date” has the meaning specified in Section A-206(e).

“Delayed Remarketing Period” has the meaning specified in Section A-206(e).

“Delayed Remarketing Period Rate” has the meaning specified in Section A-206(e).

“Delivery Office” means such address as may be specified by the Tender Agent for receiving the Bonds of a Series.

“Differential Interest Amount” has the meaning specified in Section A-201.

“Direct-Pay Credit Facility” means a Credit Facility that is issued in the form of a direct-pay letter of credit.

“Direct-Pay Credit Facility Drawing Account” means the account that may be established pursuant to Section A-502.

“DTC” shall mean The Depository Trust Company, New York, New York, or its successors.

“Electronic Means” means telecopy, facsimile transmission, e-mail transmission or other similar electronic means of communication.

“Eligible Account” shall mean an account that is either (a) maintained with a federal or state-chartered depository institution or trust company that has a Standard & Poor’s short-term debt rating of at least “A-2” (or, if no short-term debt rating, a long-term debt rating of “BBB+”) or (b) maintained with the corporate trust department of a federal depository institution or state-chartered depository institution subject to regulations regarding fiduciary funds on deposit similar to Title 12 of the U.S. Code of Federal Regulations Section 9.10(b), which, in either case, has corporate trust powers and is acting in its fiduciary capacity.

“Expiration Date” means, with respect to a Credit Facility or Liquidity Facility with respect to the Bonds of a Series, the stated expiration date of such Credit Facility or Liquidity Facility, or such stated expiration date as it may be extended from time to time as provided therein; provided, however, that the “Expiration Date” shall not mean any date upon which a Credit Facility or Liquidity Facility is no longer effective by reason of its Termination Date, the date on which all Bonds of such Series bear interest at a Fixed Rate or other Non-Covered Interest Rate, or the expiration of such Credit Facility or Liquidity Facility by reason of the obtaining of an Alternate Credit Facility or Alternate Liquidity Facility.

“Expiration Tender Date” has the meaning set forth in clause (i) of Section A-405.

“Favorable Opinion of Bond Counsel” means, with respect to any action the occurrence of which requires such an opinion, an unqualified Bond Counsel’s Opinion to the effect that such action is permitted under the Act and the Resolution and that such action will not impair the exclusion of interest on Bonds from gross income for purposes of federal income taxation (subject to the inclusion of any exceptions contained in the opinion delivered upon original issuance of such Bonds).

“Fiduciary” or **“Fiduciaries”** has the meaning set forth in the Supplemental Resolution.

“Fixed Rate” means an interest rate fixed to the Maturity Date of the Bonds of a Series.

“Fixed Rate Mode” means the period during which Bonds of a Series bear interest at a Fixed Rate.

“FRN Mode” means an Index Mode during which the Bonds of a Series bear interest determined as described in the forepart of this Certificate of Determination.

“Index Mode” means the Mode during which Bonds of a Series bear interest at an Index Rate.

“Index Mode Hard Put Bonds” means those Bonds of any Series during an Index Mode that are required to be purchased on an Index Mode Hard Put Mandatory Purchase Date.

“Index Mode Hard Put Mandatory Purchase Date” means, with respect to the Index Mode Hard Put Bonds, the first Business Day following the last day of each Index Rate Period.

“Index Mode Mandatory Purchase Date” means, with respect to the Bonds of any Series during an Index Mode, each Index Mode Hard Put Mandatory Purchase Date and Index Mode Soft Put Mandatory Purchase Date.

“Index Mode Soft Put Bonds” means any Bonds of any Series during an Index Mode that are required to be purchased on an Index Mode Soft Put Mandatory Purchase Date only to the extent that (a) remarketing proceeds, (b) funds made available from a Liquidity Facility or (c) other amounts made available by the Authority, in its sole discretion, are available for such purchase.

“Index Mode Soft Put Mandatory Purchase Date” means, with respect to the Index Mode Soft Put Bonds, the first Business Day following the last day of each Index Rate Period and the Delayed Purchase Date.

“Index Mode Spread” means the spread determined by the Remarketing Agent prior to the commencement of an Index Rate Period based on the relative spreads of securities that bear interest at a SIFMA-indexed or LIBOR-indexed variable rate or indexed variable rate that, in the reasonable judgment of the Remarketing Agent, are otherwise comparable to the Bonds of a Series or affecting the market for the Bonds of a Series or affecting such other comparable securities in a manner which, in the reasonable judgment of the Remarketing Agent, will affect the market for the Bonds of such Series (assuming for these purposes that the Bonds of such Series were to bear interest at Index Rates (calculated on the basis of the SIFMA Index or LIBOR Index, as applicable) for a particular Index Rate Period); provided, however, that if Bonds are initially issued in the Index Mode, the initial Index Mode Spread shall be determined in the forepart of the Certificate of Determination.

“Index Rate” means the SIFMA Index or the LIBOR Index plus the applicable Index Mode Spread, rounded upward to five decimal places, all as determined pursuant to Section A-206 or in connection with the initial Interest Rate Period shall mean the Adjusted LIBOR Rate determined pursuant to the forepart of this Certificate of Determination.

“Index Rate Determination Date” means, with respect to any Bonds of any Series during an Index Mode, the day on which an Index Rate is determined for each Interest Rate Period, as determined by the Remarketing Agent prior to the Mode Change Date on which an Index Rate Period begins, or to the extent the Bonds of a Series are initially issued in the Index Mode, as specified in the forepart of the Certificate of Determination, or if any such date is not a Business Day, then the next succeeding Business Day.

“Index Rate Period” means, with respect to Bonds of a particular Series, each period during which such Bonds are in an Index Mode.

“Interest Non-Reinstatement Tender Date” has the meaning set forth in clause (iii) of Section A-405.

“Interest Payment Date” means the following dates upon which interest is payable on Bonds of a Series:

(a) with respect to any particular Bond, the Maturity Date or Redemption Date thereof;

- (b) any Mode Change Date;
- (c) with respect to a Commercial Paper Rate Bond, the Business Day following the last day of the Interest Rate Period therefor;
- (d) with respect to the Daily Mode and the Weekly Mode, the first Business Day of each calendar month;
- (e) with respect to the Term Mode, (i) each May 1 and November 1, (ii) the Purchase Date, and (iii) the date on which principal of such Bonds is paid pursuant to Section A-207;
- (f) with respect to the Fixed Rate Mode, each May 1 and November 1, provided that the Interest Payment Dates for the Fixed Rate Mode may be changed in connection with the conversion to such Mode upon receipt of a Favorable Opinion of Bond Counsel;
- (g) with respect to a Bank Bond, each date that is specified as a date on which interest is payable thereon pursuant to the Liquidity Facility or Credit Facility under which such Bank Bond was purchased; and
- (h) with respect to Bonds of any Series during an Index Mode, (i) the first Business Day of each calendar month, (ii) the Index Mode Mandatory Purchase Date or, if applicable, the Delayed Purchase Date, (iii) any Special Index Mode Mandatory Purchase Date, and (iv) the date on which principal of such Bonds is paid pursuant to Section A-207.

“**Interest Rate Period**” means the period of time that any interest rate remains in effect, which period:

- (i) with respect to Bonds of a Series in the Term Mode, shall be the period from the Mode Change Date to and including the date selected by the Authority prior to the Mode Change Date as the last day upon which an interest rate determined by the Remarketing Agent pursuant to Section A-205 shall be in effect and thereafter shall be the period beginning on the day after the end of the prior Interest Rate Period and ending on the date selected by the Authority prior to the end of such Interest Rate Period as the last day upon which an interest rate determined by the Remarketing Agent pursuant to Section A-205 shall be in effect; provided, however, that no Interest Rate Period shall be less than 271 days in duration or extend beyond the day preceding either any Mandatory Purchase Date or the Maturity Date;
- (ii) with respect to Bonds of a Series in the Fixed Rate Mode, shall be the period from and including the Mode Change Date to and including the Maturity Date; and
- (iii) with respect to Bonds of a Series in the Index Mode, shall be the period during which a particular Index Rate is in effect with respect to the Bonds of such Series pursuant to Section A-206 or, with respect to the FRN Mode, the forepart of this Certificate of Determination.

“**LIBOR Index**” means a percentage of USP-LIBOD-ICE specified in the forepart of this Certificate of Determination or pursuant to Section A-206(b), as applicable.

“**LIBOR Index Rate Adjustment Date**” means the second Business Day before each Interest Payment Date.

“**Liquidity and Credit Amount**” means at any time and with respect to (i) Commercial Paper Rate Bonds, an amount sufficient to pay the Purchase Price equal to the principal amount (and, with respect to a Credit Facility, Redemption Price, but solely with respect to mandatory Sinking Fund Installments) thereof then Outstanding plus such interest amount as shall then be available to be drawn under the Liquidity Facility and Credit Facility applicable thereto, which interest amount shall be not less than an amount equal to at least 34 days’ interest thereon calculated at the Maximum Rate per annum; (ii) the Bonds of a Series bearing interest at the Daily Rate or Weekly Rate, an amount sufficient to pay the Purchase Price equal to the principal amount (and, with respect to a Credit Facility, Redemption Price, but solely with respect to mandatory Sinking Fund Installments) of the Bonds of the Series then Outstanding plus an interest amount equal to at least 34 days’ interest thereon calculated at the Maximum Rate on the basis of a 365 day year for the actual number of days elapsed; and (iii) the Bonds of a Series in the Term Mode, an amount equal to the principal amount (and, with respect to a Credit Facility, Redemption Price, but solely with respect to mandatory Sinking Fund Installments) of such Bonds then Outstanding plus such interest amount as shall then be available to be drawn under the Liquidity Facility and Credit Facility applicable thereto.

“**Liquidity Facility**” means, in the case of the Bonds of any Series, the initial letter of credit or similar obligation, arrangement or instrument issued or provided by a bank, insurance company or other financial institution which provides for the payment of all or a portion of the purchase price (including accrued interest) of the Bonds of such Series obtained by the Authority pursuant to Section A-501, if any, and after the expiration or termination of such initial Liquidity Facility shall mean an Alternate Liquidity Facility that may be obtained by the Authority pursuant to Section A-501.

“**Liquidity Facility Issuer**” means the issuer of a Liquidity Facility.

“**Liquidity Facility Purchase Account**” means the account by the name created pursuant to Section A-407 hereof.

“**Mandatory Purchase Date**” means (i) any Mode Change Date, (ii) in the Commercial Paper Mode or the Term Mode, the Business Day after the last day of the Interest Rate Period applicable thereto, (iii) the Index Mode Mandatory Purchase Date, (iv) the Substitution Date, (v) the Expiration Tender Date and (vi) the Termination Tender Date.

“**Maturity Date**” means, with respect to any Bond, the final date specified therefor in the forepart of this Certificate of Determination, which shall not be later than thirty-five years after the Closing Date.

“Maximum Rate” means for Bonds of a Series, other than Bank Bonds, fifteen percent (15%) per annum or such higher rate consented to by the Credit Facility Issuer and the Liquidity Facility Issuer and as may be specified on any Mandatory Purchase Date in a certificate of an Authorized Representative of the Authority delivered to the Liquidity Facility, if any, the Remarketing Agent, if any, the Trustee and the Tender Agent, if any; provided, however, that in no event shall the Maximum Rate exceed the maximum rate permitted by applicable law or the amount of interest permitted under the Liquidity Facility relating to such Series, if any, and means for Bank Bonds the Bank Rate, not to exceed the lesser of (i) 25% per annum and (ii) the maximum rate permitted by applicable law.

“Mode” means the Commercial Paper Mode, the Daily Mode, the Weekly Mode, the Index Mode, the Term Mode or the Fixed Rate Mode or any other method of determining the interest rate applicable to Bonds of a Series permitted under this Certificate of Determination.

“Mode Change Date” means, with respect to Bonds of a Series, the date one Mode terminates and another Mode begins.

“New Mode” has the meaning specified in Section A-208(b).

“Non-Covered Interest Rate” means any authorized interest rate Mode for which moneys are not available under a Credit Facility or Liquidity Facility for a Series of Bonds.

“Notice Parties” means the Authority, the Trustee, the Remarketing Agent (if any), the Tender Agent (if any), the Credit Facility Issuer (if any) and the Liquidity Facility Issuer (if any).

“Payment and Reimbursement Account” means the account that may be established pursuant to Section A-502 hereof.

“Principal Payment Date” means any date upon which the principal amount of Bonds of a Series is due hereunder at maturity or on any Redemption Date.

“Purchase Date” means with respect to the Bonds of a Series (i) in the Commercial Paper Mode, the Business Day after the last day of the Interest Rate Period applicable thereto and (ii) during the Daily Mode or the Weekly Mode, any Business Day upon which such Bond is tendered or deemed tendered for purchase pursuant to Section A-401.

“Purchase Fund” means the fund created in Section A-407.

“Purchase Price” means an amount equal to the principal amount of any Bond of a Series purchased on any Purchase Date or Mandatory Purchase Date, plus (i) in the case of any Bond of a Series supported by a Liquidity Facility, unless the Purchase Date for such Bond would be an Interest Payment Date even if not a Purchase Date, accrued interest to but excluding the Purchase Date, and (ii) in the case of a Term Rate Period or an Index Rate Period that ends on a day that is not preceded by a Business Day, accrued interest from and including the last day

of the Term Rate Period or the Index Rate Period, respectively, to but excluding the Purchase Date.

“Rate Determination Date” means any date on which the interest rate on any Bonds of a Series is required to be determined, being: (i) in the case of any Commercial Paper Rate Bond, the first day of each Interest Rate Period for any Commercial Paper Rate Bond; (ii) in the case of Bonds of a Series in the Daily Mode, each Business Day; (iii) in the case of any Bonds of a Series in the Weekly Mode, for any Interest Rate Period commencing on a Mode Change Date, the Business Day immediately preceding the Mode Change Date, and for any other Interest Rate Period, each Tuesday or, if such Tuesday is not a Business Day, the Business Day next succeeding such Tuesday; (iv) in the case of any Bonds of a Series in the Index Mode, for any Interest Rate Period commencing on a Mode Change Date, the Business Day on which an Index Rate is determined for each Interest Rate Period, as determined by the Remarketing Agent prior to the Mode Change Date, pursuant to Section A-207; and (v) in the case of any Bonds of a Series to be, or continue to be, in the Term Mode or Fixed Rate Mode, a Business Day prior to the first day of an Interest Rate Period.

“Record Date” means, with respect to Bonds of a Series (i) in a Commercial Paper Mode, the day (whether or not a Business Day) next preceding each Interest Payment Date, (ii) the Daily Mode, the Weekly Mode or the Index Mode, the close of business on the Business Day next preceding an Interest Payment Date and (iii) in the Term Mode or the Fixed Rate Mode, the fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date; provided, however, that the Record Date for Bonds of a Series in the Fixed Rate Mode may be changed in connection with a change in Interest Payment Dates pursuant to clause (e) of the definition of Interest Payment Date herein.

“Redemption Date” means the date fixed for redemption of Bonds of a Series subject to redemption in any notice of redemption given in accordance with the terms of the Resolution.

“Remarketing Agent” means the remarketing agent at the time serving as such for the Bonds of a Series pursuant to Section A-601.

“Remarketing Agreement” means the remarketing agreement entered into by and between the Authority and the Remarketing Agent with respect to the Bonds of a Series.

“Remarketing Proceeds Account” means the account by that name created in Section A-407.

“SIFMA” means the Securities Industry & Financial Markets Association and its successors and assigns.

“SIFMA Index” means the percentage of the SIFMA Swap Index or of such other index that the Authority shall select in consultation with the Remarketing Agent not less than five Business Days prior to the Mode Change Date on which an Index Rate Period begins or the continuance of Bonds in an Index Mode in a new Index Rate Period.

“**SIFMA Swap Index**” means, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by SIFMA or any person or entity acting in cooperation with or under the sponsorship of SIFMA and acceptable to the Authority and effective from such date, or if such index is no longer available, “SIFMA Swap Index” shall refer to the Alternate Rate.

“**Substitution Date**” means the date on which an alternate Liquidity Facility is to be substituted for a then-existing Liquidity Facility in effect pursuant to Section A-501.

“**Tender Agency Agreement**” means the tender agency agreement entered into by and between the Tender Agent and the Authority with respect to the Bonds of a Series.

“**Tender Agent**” means the Trustee as tender agent appointed for the Bonds pursuant to Section A-602 hereof.

“**Term Mode**” means the Mode during which Bonds of a Series bear interest at a Term Rate.

“**Term Rate**” means an interest rate determined pursuant to Section A-205.

“**Term Rate Period**” means, with respect to Bonds of a particular Series, each period during which such Bonds are in a Term Mode.

“**Termination Date**” means, with respect to a Credit Facility or a Liquidity Facility, both (i) the date on which such Credit Facility or Liquidity Facility shall terminate pursuant to its terms or otherwise be terminated prior to its Expiration Date or (ii) the date on which the obligation of the Credit Facility Issuer or the Liquidity Facility Issuer to advance funds for the purchase of Bonds shall terminate, other than in either case a Substitution Date or an Expiration Date.

“**Termination Tender Date**” has the meaning set forth in clause (ii) of Section A-405.

“**USD-LIBOR-ICE**” has the meaning set forth in the forepart of this Certificate of Determination

“**Weekly Rate**” means an interest rate determined pursuant to Section A-204 hereof.

“**Weekly Mode**” means the mode during which Bonds of a Series bear interest at a Weekly Rate.

A-102. **Rules of Construction.** (a) This Appendix A constitutes an integral part of the Certificate of Determination and, except to the extent provided in the next sentence, has the same force and effect as if set forth in the forepart of the Certificate of Determination. In the

event of any conflict between this Appendix A and the forepart of the Certificate of Determination, the forepart of the Certificate of Determination shall control.

(b) References in the forepart of the Certificate of Determination and in this Appendix A to Articles or Sections with “A-” preceding the number of an Article or Section are to such Article or Section of this Appendix A.

(c) To the extent that the Bonds of any Series are issued in or re-designated into two or more subseries, references in the forepart of the Certificate of Determination and in this Appendix A to the Bonds of a Series shall be deemed to refer to Bonds of such subseries.

(d) Unless otherwise provided in the forepart of the Certificate of Determination and this Appendix A, references in the forepart of the Certificate of Determination and in this Appendix A to “time” shall be deemed to refer to New York, New York, time.

ARTICLE A-II

INTEREST RATE MODES, INTEREST RATES AND PAYMENT

A-201. **Denominations; Medium, Method and Place of Payment of Principal and Interest; Dating.** The Bonds of each Series shall be issued in the form of fully registered bonds in Authorized Denominations. The principal of and premium, if any, and interest on the Bonds of each Series shall be payable in lawful money of the United States of America. Accrued and unpaid interest on the Bonds of a Series that are not Bank Bonds shall be due on the Interest Payment Dates and payable (i) in the case of Bonds of a Series in a Commercial Paper Mode, Daily Mode, Index Mode, Weekly Mode and Bank Bonds, by wire transfer of immediately available funds to the account specified by the Owner in a written direction received by the Trustee on or prior to a Record Date or, if no such account number is furnished, by check mailed by the Trustee to the Owner at the address appearing on the books required to be kept by the Trustee pursuant to the General Resolution, and (ii) in the case of Bonds of a Series in the Term Mode and Fixed Rate Mode, semi-annually on May 1 and November 1, by check mailed by the Trustee to the Owner at the address appearing on the applicable Record Date in the books required to be kept by the Trustee pursuant to the General Resolution, except that in the case of an Owner of \$1,000,000 or more in aggregate principal amount of Bonds of a Series, upon the written request of such Owner to the Trustee, received on or prior to a Record Date, specifying the account or accounts to which such payment shall be made, payment of interest when due shall be made by wire transfer of immediately available funds. Any such direction or request shall remain in effect until revoked or revised by such Owner by an instrument in writing delivered to the Trustee. The principal and the Redemption Price on each Bond of a Series shall be payable on its Principal Payment Date, upon surrender thereof at the office of the Trustee. The payment of the Purchase Price of Bonds of a Series on any Purchase Date or Mandatory Purchase Date shall be made by wire transfer in immediately available funds by the Tender Agent, or, if the Owner has not provided wire transfer instructions, by check mailed to the Owner at the address appearing in the books required to be kept by the Trustee pursuant to the General Resolution.

Each Bond of a Series shall be dated as provided in the forepart of the Certificate of Determination and shall also show the date of authentication thereof and shall bear interest from the Interest Payment Date next preceding the date of authentication, unless such date of authentication is after a Record Date and on or before the next succeeding Interest Payment Date, in which event such Bond shall bear interest from and including such Interest Payment Date, or unless such date of authentication is prior to the Record Date with respect to the first Interest Payment Date, in which event such Bond shall bear interest from its dated date, until the entire principal amount thereof is paid; provided; however, that if, at the time of authentication of any Bond of a Series, interest is in default or overdue thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid in full or made available for payment in full.

Interest on Bonds of a Series in the Term Mode or Fixed Rate Mode shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Interest on Bonds

of a Series in the Commercial Paper Mode, Daily Mode or Weekly Mode shall be calculated on the basis of a 365/366 day year for the actual number of days elapsed to but not including the Interest Payment Date. Interest on Bonds of a Series in the Index Mode shall be calculated on the basis of (a) a 365/366 day year for the actual number of days elapsed to but not including the Interest Payment Date if based on a SIFMA Index, and (b) a 360 day year for the actual number of days elapsed to but not including the Interest Payment Date if based on a LIBOR Index.

The interest rates for Bonds of a Series contained in the records of the Trustee shall be conclusive and binding, absent manifest error, upon the Authority, the Remarketing Agent, the Tender Agent, the Trustee, the Liquidity Facility Issuer, if any, the Credit Facility Issuer, if any, and the Owners.

Each Bank Bond shall bear interest on the outstanding principal amount thereof, and on the amount (if any) of accrued and unpaid interest thereon paid by the Liquidity Facility Issuer as part of the Purchase Price of such Bond (the “*Interest Component*”), at the Bank Rate with respect to (i) the principal amount thereof, for each day from and including the date such Bond becomes a Bank Bond to, but not including, the date such Bond is paid in full or is remarketed and (ii) with respect to the Interest Component, as provided in the Liquidity Facility. The Owner of a Bond of a Series other than the Liquidity Facility Issuer or its permitted assignee shall be paid (and shall be obligated to pay as part of the price paid by such Owner in connection with the remarketing to it of such Bonds) interest thereon for an Interest Rate Period only in the amount that would have accrued thereon at the rate or rates established pursuant to Sections A-202, A-203, A-204, A-205, A-206 or A-207, as applicable, regardless of whether such Bond was a Bank Bond during any portion of such Interest Rate Period. Accrued interest in respect of any Bank Bond shall be payable to the Liquidity Facility Issuer or its permitted assignee on each Interest Payment Date applicable thereto; provided; however, that any Differential Interest Amount due to the Liquidity Facility Issuer or its permitted assignee upon a remarketing of Bonds of a Series shall be paid by the Authority at the times specified in the Liquidity Facility. For purposes of the preceding sentence, “Differential Interest Amount” means the excess of (a) interest which has accrued on Bank Bonds at the Bank Rate up to but excluding the Business Day on which such Bank Bonds are purchased from the Liquidity Facility Issuer or other Bank Bondholder, less (b) the interest accrued on such Bonds received by the Liquidity Facility Issuer or other Bank Bondholder as part of the Sale Price as therein described.

No Bond of a Series may bear interest at an interest rate higher than the Maximum Rate. All Bank Bonds shall bear interest at the Bank Rate. A Bank Bond shall bear interest at the rate of interest which is applicable to the amounts owing under such Bank Bond as specified in and computed in accordance with the Liquidity Facility or Alternate Liquidity Facility.

A-202. **Determination of Interest Rates and Interest Rate Periods During Commercial Paper Mode.** Interest Rate Periods in a Commercial Paper Mode shall be of such duration, of at least one day and not more than two hundred seventy days, ending on a day next preceding a Business Day or the Maturity Date, as the Remarketing Agent shall determine in accordance with the provisions of this Section A-202. In making the determinations with respect to Interest Rate Periods, subject to the limitations imposed by the

preceding sentence, the Remarketing Agent shall on each Rate Determination Date select for each Bond of a Series then subject to such adjustment the Interest Rate Period which, if implemented on such Rate Determination Date, would result in the Remarketing Agent being able to remarket such Bond at par in the secondary market at the lowest interest rate then available and for the longest Interest Rate Period available at such rate, provided that if on any Rate Determination Date, the Remarketing Agent determines that current or anticipated future market conditions or anticipated future events are such that a different Interest Rate Period would result in a lower average interest cost on such Bond, then the Remarketing Agent shall select the Interest Rate Period which in the judgment of the Remarketing Agent would permit such Bond to achieve such lower average interest cost; provided, however, that if the Remarketing Agent has received notice from the Authority that any Bond of a Series is to be changed from the Commercial Paper Mode to any other Mode or if it is to be purchased pursuant to Section A-405, the Remarketing Agent shall, with respect to such Bond, select Interest Rate Periods which do not extend beyond the Mandatory Purchase Date.

Notwithstanding the preceding paragraph, Bonds of a Series in the Commercial Paper Mode shall have an Interest Rate Period of no more than 30 days unless the Liquidity Facility Issuer otherwise agrees in writing and the Trustee and Tender Agent have received written confirmation that the interest component of the Liquidity Facility has been increased to an amount of interest equal to the number of days in the proposed Interest Rate Period, and, unless the Liquidity Facility Issuer agrees in writing, no less than 7 days.

By 1:00 p.m. on each Rate Determination Date, the Remarketing Agent shall, with respect to each Commercial Paper Rate Bond that is subject to adjustment on such date, determine an interest rate for the Interest Rate Period then selected for such Bond and, no later than 1:00 p.m., shall give notice by Electronic Means to the Authority and the Trustee of the applicable Interest Rate Period, Purchase Date and interest rate.

Anything in this Appendix A notwithstanding, no Interest Rate Period shall be implemented if it would cause the principal of and interest on Bonds in the Commercial Paper Mode to be Outstanding immediately thereafter to be in excess of the Liquidity and Credit Amount therefor. No remarketing of Bonds in the Commercial Paper Mode shall be given effect by the Trustee if it would cause such limitation to be exceeded.

By acceptance of any Commercial Paper Rate Bond, the Owner thereof shall be deemed to have agreed, during each Interest Rate Period, to the interest rate, Interest Rate Period and Purchase Date then applicable thereto and to have further agreed to tender such Bond to the Tender Agent for purchase on the next succeeding Purchase Date at the Purchase Price. Such Owner further acknowledges that if funds for such purchase are on deposit with the Tender Agent on such Purchase Date, such Owner shall have no rights under the Resolution other than to receive the payment of such Purchase Price and that interest shall cease to accrue to such Owner on such Purchase Date.

A-203. **Determination of Interest Rates and Interest Rate Periods During Daily Mode.** The interest rate for any Bonds of a Series in the Daily Mode shall be the rate of interest per annum determined by the Remarketing Agent on or before 9:30 a.m. on the

Rate Determination Date as the minimum rate of interest that, in the opinion of the Remarketing Agent, would, under then existing market conditions, result in the sale of the Bonds of the Series in the Daily Mode on the Rate Determination Date at a price equal to the principal amount thereof, plus accrued interest, if any. The Remarketing Agent shall make the rate available by Electronic Means to each other Notice Party by the last Business Day of the week of the Rate Determination Date. With respect to any day that is not a Business Day, the interest rate shall be the same rate as the interest rate established for the immediately preceding Business Day. The determination of each interest rate by the Remarketing Agent shall in the absence of manifest error, be conclusive and binding upon the Remarketing Agent, the Tender Agent, the Trustee, the Credit Facility Issuer, the Liquidity Facility Issuer, the Authority and the Owners.

A-204. **Determination of Interest Rates and Interest Rate Periods During Weekly Mode.** To the extent the Bonds of a Series are initially issued in a Weekly Mode, the interest rate for Bonds of such Series for the initial Interest Rate Period shall be the rate of interest per annum set forth in the forepart of the Certificate of Determination. For any Interest Rate Period that is not an initial Interest Rate Period, the interest rate for Bonds of a Series during the Weekly Mode shall be the rate of interest per annum determined by the Remarketing Agent on and as of the applicable Rate Determination Date as the minimum rate of interest that, in the opinion of the Remarketing Agent, would, under then existing market conditions, result in the sale of the Bonds of the Series in the Weekly Mode on the Rate Determination Date at a price equal to the principal amount thereof, plus accrued interest, if any. The Remarketing Agent shall make the rate available by Electronic Means to each other Notice Party by 4:00 p.m., on the Rate Determination Date. For a Weekly Rate which has a Rate Determination Date that occurs on a Monday, the Weekly Rate is effective from Tuesday to Monday. For a Weekly Rate which has a Rate Determination Date that occurs on a Tuesday, the Weekly Rate is effective from Wednesday to Tuesday. For a Weekly Rate which has a Rate Determination Date that occurs on a Wednesday, the Weekly Rate is effective from Thursday to Wednesday. For a Weekly Rate which has a Rate Determination Date that occurs on a Thursday, the Weekly Rate is effective from Friday to Thursday. For a Weekly Rate which has a Rate Determination Date that occurs on a Friday, the Weekly Rate is effective from Monday to Friday. The determination of each interest rate by the Remarketing Agent shall be conclusive and binding, in the absence of manifest error, upon the Remarketing Agent, the Tender Agent, the Trustee, the Credit Facility Issuer, the Liquidity Facility Issuer, the Authority and the Owners.

A-205. **Determination of Term Rate(s) and Fixed Rate.** (a) **Term Rates.** The Term Rate(s) to be effective for the Interest Rate Period commencing on the Closing Date shall be set forth in the forepart of the Certificate of Determination. The Term Rate to be effective for the Interest Rate Period commencing on any Mode Change Date after which Bonds of a Series will bear interest at a Term Rate or on any Purchase Date while Bonds of a Series are in the Term Mode shall be determined by the Remarketing Agent. No later than 4:00 p.m. on the Business Day next preceding the Mode Change Date or the Purchase Date, as the case may be, the Remarketing Agent shall determine the Term Rate and shall make the Term Rate available by Electronic Means to each other Notice Party. The Term Rate shall be the minimum rate that, in the sole judgment of the Remarketing Agent, would result in a sale of the Bonds of the Series

at a price equal to the principal amount thereof on the Rate Determination Date taking into consideration the duration of the Interest Rate Period, which shall be established by the Authority.

(b) Fixed Rate. The Fixed Rate to be effective for the Interest Rate Period commencing on any Mode Change Date after which Bonds of a Series will bear interest at a Fixed Rate, shall be determined by the Remarketing Agent. No later than 4:00 p.m. on the Business Day next preceding the Mode Change Date, the Remarketing Agent shall determine the Fixed Rate and shall make the Fixed Rate available by Electronic Means to each other Notice Party. The Fixed Rate shall be the minimum rate that, in the sole judgment of the Remarketing Agent, would result in a sale of the Bonds of the Series at a price equal to the principal amount thereof on the Rate Determination Date taking into consideration the duration of the Interest Rate Period; provided, however, that with the prior written consent of the Authority, such price may also include any additional amount as premium if a Favorable Opinion of Counsel with respect thereto shall have been delivered to the Authority and the Trustee, a copy of which shall be delivered by the Trustee to the Remarketing Agent plus accrued interest, if any. The Fixed Rate(s) to be effective for the Interest Rate Period commencing on the Closing Date shall be set forth in the forepart of the Certificate of Determination.

A-206. **Determination of Interest Rates and Interest Rate Periods During Index Mode.**

(a) Interest Rate Periods. After the initial Interest Rate Period, whenever Bonds of a particular Series are to bear interest accruing at an Index Rate, Interest Rate Periods shall commence on the day immediately following an Index Rate Determination Date and end on the immediately succeeding Index Rate Determination Date; provided, however, that to the extent the Bonds of a Series are initially issued in the Index Mode, the initial Interest Rate Period shall commence on the Closing Date; and provided further, however, that in the case of a conversion of Bonds to the Index Mode from another Mode, the initial Interest Rate Period for such Bonds shall commence on the Mode Change Date and end on the next succeeding Index Rate Determination Date.

(b) Calculation of Index Rate.

(1) The Index Rate shall consist of the SIFMA Index or LIBOR Index, as applicable, plus the applicable Index Mode Spread. All Bonds of a particular Series for which any Bonds bear the Index Rate shall bear the same Index Rate. While the Bonds of a Series bear interest at the FRN Mode, the interest rate applicable to such Bonds shall be determined in accordance with the forepart of this Certificate of Determination.

(2) During each Index Rate Period each Index Rate shall be determined by the Calculation Agent by 4:00 p.m., New York City time, on the Index Rate Determination Date to which it relates or, in the case of Bonds initially issued in the Index Mode, on the Closing Date. Notice of each Index Rate shall be given by the Trustee to the Tender Agent, the Authority and the Liquidity

Provider, if any, with respect to the Bonds to which such Index Rate is applicable by Electronic Means not later than 5:00 p.m., New York City time, on the date of determination. The Trustee shall inform the Owners of each Index Rate upon request.

(c) Election Regarding Bonds in Index Mode. In the case of a conversion to an Index Mode from another Mode or the continuance of Bonds in an Index Mode in a new Index Rate Period, the Authority shall, prior to such Index Rate Period, elect by written notice to the Trustee, the Tender Agent, the Remarketing Agent and the Authority (i) that such Bonds shall bear interest based either on the SIFMA Index or on the LIBOR Index and (ii) that such Bonds shall be either Index Mode Hard Put Bonds or Index Mode Soft Put Bonds or a combination thereof; provided, however, that to the extent Bonds are initially issued in an Index Mode, such elections shall be set forth in the forepart of the Certificate of Determination.

(d) Remarketing of Bonds in Index Mode.

(1) At least 45 days prior to the Index Mode Mandatory Purchase Date, the Authority shall furnish a written direction to the Trustee, the Tender Agent and the Remarketing Agent electing whether Bonds in an Index Mode will continue in a new Index Rate Period or be converted to a different Mode and Interest Rate Period, which shall be accompanied by (i) a copy of the notice required to be given to the Trustee pursuant to Section A-208(b) and (ii) a Favorable Opinion of Bond Counsel. Such direction shall be sent by Electronic Means.

(2) In the case of a conversion to an Index Mode from another Mode, or if the Authority has made the election that Bonds shall continue in an Index Mode in a new Index Rate Period, the Remarketing Agent shall offer for sale and use its best efforts to sell such Bonds at the minimum interest rate which would enable the Remarketing Agent to sell all of such Bonds at a price (without regard to accrued interest) equal to the principal amount thereof. If the Bonds shall remain in the Index Mode in a new Index Rate Period, the Remarketing Agent may adjust the Index Mode Spread and will promptly notify the Trustee and the Authority of any such adjustment. Such adjustment will take effect on the effective date for such new Index Rate Period. At the time the Remarketing Agent determines the Index Mode Spread, the Remarketing Agent shall also determine the Index Rate Determination Dates for such new Index Rate Period.

(e) Failure to Remarket All Index Mode Soft Put Bonds in Index Mode. In the event that remarketing proceeds, funds made available from a Liquidity Facility, or other amounts made available by the Authority in its sole discretion are insufficient to pay the Purchase Price of all Outstanding Index Mode Soft Put Bonds on any Index Mode Mandatory Purchase Date, (1) no purchase shall be consummated on such Index Mode Mandatory Purchase Date and the Tender Agent shall, as promptly as practicable, (a) return all tendered Bonds to the Owners thereof, (b) return all remarketing proceeds to the Remarketing Agent for return to the person or entity providing such moneys, and (c) notify the other Notice Parties that all tendered

Bonds have been returned to the Owners thereof because insufficient remarketing proceeds were received for the payment of their Purchase Price, and (2) such Bonds will bear interest at the interest rate, if any, specified in the forepart of the Certificate of Determination as being applicable in the case of such an event or, if none is specified, the Maximum Rate (the “*Delayed Remarketing Period Rate*”) during the period of time from and including the applicable Index Mode Mandatory Purchase Date to (but not including) the date that all such Bonds are successfully remarketed (the “*Delayed Remarketing Period*”). No such failure to purchase Bonds shall constitute a default under the Resolution.

On each Business Day following the failed remarketing on the applicable Index Mode Mandatory Purchase Date, the Remarketing Agent shall continue to use its best efforts to remarket such Bonds in the Index Mode or in a New Mode, as the case may be. Once the Remarketing Agent has notified the Trustee in writing that it has a good faith belief that it will be able to remarket all of such Bonds in the Index Mode or in such New Mode, as the case may be, on a date designated in such notice (the “*Delayed Purchase Date*”), which Delayed Purchase Date shall be at least six Business Days after the day of delivery of such notice, the Trustee shall give notice by first-class mail to the Owners of such Bonds not later than five Business Days prior to the Delayed Purchase Date, which notice shall (1) state that the interest rate on such Bonds will continue in the Index Mode until the Delayed Purchase Date at the Delayed Remarketing Period Rate; (2) specify the Delayed Remarketing Period Rate; (3) state that such Bonds will be subject to mandatory purchase on the Delayed Purchase Date at the Purchase Price; (4) specify such Purchase Price; (5) specify the place and manner of payment and that the Owner has no right to retain such Bonds after the Delayed Purchase Date and that no further interest will accrue from and after the Delayed Purchase Date to such Owner; (6) specify the procedures for such mandatory tender; and (7) specify the consequences of a failed remarketing. Any notice mailed as provided by this paragraph shall be conclusively presumed to have been duly given, whether or not the Owner of any Bonds receives the notice, and the failure of such Owner to receive such notice shall not affect the validity of the action described in such notice. The Trustee shall give a copy of such notice to the other Notice Parties.

During the Delayed Remarketing Period, interest on such Bonds shall be paid to the Owners thereof (i) on the first Business Day of each month during the Delayed Remarketing Period, (ii) on the Delayed Purchase Date, and (iii) any other day that principal on the Bonds is paid to the Owners thereof that is not the first Business Day of each month during the Delayed Remarketing Period or the Delayed Purchase Date. In the case of clause (i) or (iii), payment of such interest shall be made by the Trustee from available funds transferred by the Authority to the Trustee. In the case of clause (ii), payment of such interest shall be payable solely from the proceeds of remarketing and without duplication of any payment made pursuant to clause (i).

Bonds shall be subject to the provisions of Article A-III during the Delayed Remarketing Period.

The Delayed Purchase Date shall be deemed to be an Index Mode Soft Put Mandatory Purchase Date under the Supplemental Resolution. To the extent the provisions of this subsection (e) conflict with any other provisions of the Supplemental Resolution, the provisions of this subsection (e) shall control.

A-207. **Failure to Establish Rates; Alternate Rate for Weekly Interest Calculation.** Except during the initial Index Rate Period, in the event (i) the Remarketing Agent fails or is unable to determine the interest rate(s) or Interest Rate Periods with respect to the Bonds of a Series, or (ii) the method of determining the interest rate(s) or Interest Rate Periods with respect to the Bonds of a Series shall be held to be unenforceable by a court of law of competent jurisdiction, the Bonds of a Series shall thereupon, (i) in the case of Bonds in the Commercial Paper Mode, Daily Mode, Term Mode and Index Mode, be automatically converted to a Weekly Mode, and (ii) in the case of Bonds in the Weekly Mode, bear interest at the Alternate Rate for subsequent Interest Rate Periods until such time as the Remarketing Agent again makes such determination or until there is delivered to the Authority, the Remarketing Agent and the Trustee a Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the Mode applicable to the Bonds of a Series will be changed automatically from a Term Mode or an Index Mode to a Weekly Mode only to the extent that the Purchase Price of all of the Bonds of such Series shall have been paid on the Purchase Date. If the Purchase Price of all of the Bonds of a Series in a Term Mode or in an Index Mode has not been paid on the Purchase Date or Mandatory Purchase Date (or, in the case of Index Mode Soft Put Bonds, Delayed Purchase Date), respectively, such automatic change shall not be effective and the Bonds of such Series shall continue to bear interest at the then-existing Term Rate or Index Rate, as applicable, until such Purchase Price has been paid.

A-208. **Changes in Mode.** (a) **Changes.** During the initial Interest Rate Period, the Mode applicable to the Bonds may be changed in accordance with the forepart of this Certificate of Determination. After the initial Interest Rate Period, any Mode, other than a Fixed Rate Mode, may be changed to any other Mode either (i) pursuant to Section A-208 or (ii) at the times and in the manner hereinafter provided. Subsequent to such change in Mode, the Bonds of the Series may again be changed to a different Mode at the times and in the manner hereinafter provided. Any Bonds of a Series issued in the Fixed Rate Mode or converted to a Fixed Rate Mode, as the case may be, shall not be changed to any other Mode.

(b) **Notice of Intention to Change Mode.** The Authority shall give written notice to the Notice Parties of its intention to effect a change in the Mode from the Mode then prevailing (the “*Current Mode*”) to another Mode (the “*New Mode*”) specified in such written notice, together with the proposed Mode Change Date. Such notice shall be given at least fifteen (15) days prior to the Mode Change Date.

(c) **General Provisions Applying to Changes from One Mode to Another.**

(1) The Mode Change Date must be a Business Day.

(2) Additionally, the Mode Change Date:

(a) from the Commercial Paper Mode shall be the last Purchase Date for the Commercial Paper Rate Bonds with respect to which a change is to be made; and

(b) from a Term Mode or Index Mode shall be the Purchase Date of the current Interest Rate Period.

(3) On or prior to the date the Authority provides the notice to the Notice Parties pursuant to Section A-208(b), the Authority shall deliver to the Trustee (i) a letter from counsel acceptable to the Trustee and addressed to the Trustee (with a copy to all other Notice Parties) to the effect that it expects to be able to deliver a Favorable Opinion of Bond Counsel on the Mode Change Date and (ii), if applicable, a letter from a Liquidity Facility Issuer and Credit Facility Issuer indicating that the then current Liquidity Facility and/or Credit Facility provides coverage for such New Mode and their willingness, if necessary, to increase the amount of the Liquidity Facility and Credit Facility, respectively, to the Liquidity and Credit Amount, if any, to be applicable during the New Mode.

(4) No change in Mode will become effective unless all conditions precedent thereto have been met and the following items shall have been delivered to the Trustee and the Remarketing Agent by 2:30 p.m., or such later time as is acceptable to the Authority, the Trustee and the Remarketing Agent, on the Mode Change Date:

(a) except in the case of a change in Mode pursuant to or Section A-207 or Section A-208(c)(7), a Favorable Opinion of Bond Counsel dated the Mode Change Date;

(b) if required, unless a Tender Agency Agreement and Remarketing Agreement are already effective, an executed copy of a Tender Agency Agreement and Remarketing Agreement; and

(c) with respect to a change in the Mode from a Term Mode or Index Mode to any other Mode, a certificate of an authorized officer of the Tender Agent to the effect that all of the Bonds of a Series tendered or deemed tendered have been purchased at a price equal to the Purchase Price thereof, which Purchase Price shall be paid solely from proceeds of remarketing or proceeds from a Liquidity Facility (including moneys that are borrowed by the Authority pursuant to a Liquidity Facility), if any, and shall not be payable by the Authority (excluding moneys that are borrowed by the Authority pursuant to a Liquidity Facility).

(5) In no event shall Bonds of a Series be converted to a Daily Mode or Term Mode without the written consent of the Credit Facility Issuer and the Liquidity Facility Issuer.

(6) If all conditions to the Mode Change are met, the Interest Rate Period(s) for the New Mode shall commence on the Mode Change Date and the interest rate(s) (together, in the case of a change to the Commercial Paper Mode, with the Interest Rate Period(s) and, in the case of a change to the Index Mode,

with the designation of the Index Rate Period, the SIFMA Index or LIBOR Index, the Index Mode Spread, the Index Rate Determination Dates and whether such Bonds shall be Index Mode Hard Put Bonds or Index Mode Soft Put Bonds) shall be determined by the Remarketing Agent or otherwise in the manner provided in Sections A-202, A-203, A-204, A-205, A-206 and A-207, as applicable.

(7) Notwithstanding the foregoing, the interest rate on any Bonds of a Series shall be converted to a Fixed Rate unless the Credit Facility Issuer shall otherwise direct (i) upon failure of the Liquidity Facility Issuer to purchase such Bonds of a Series on a Purchase Date or Mandatory Purchase Date for Bonds other than Bonds in a Non-Covered Interest Rate; (ii) upon expiration or termination of the Liquidity Facility with no substitution therefor; (iii) if Bonds of a Series are held as Bank Bonds for 45 days or more in any bond year or there are two failed remarketings of such Bonds of a Series; (iv) if Bank Bonds bear interest at the Maximum Rate; or (v) if the Authority fails to replace the Liquidity Facility when required by the terms thereof.

(d) Serial Bonds. The Authority may, in the notice given pursuant to Section A-208(b) in connection with any change of Bonds of a Series to the Term Mode or Fixed Rate Mode, provide that all or some of such Bonds shall be Serial Bonds. The principal amount of Serial Bonds due on any date shall be equal to the Sinking Fund Installment specified for such date in the forepart of the Certificate of Determination, and the remaining Sinking Fund Installments shall continue to be Sinking Fund Installments for the Bonds of the Series due on the Maturity Date, unless the Authority specifies otherwise in the notice. The interest rate for the Serial Bonds maturing on a particular date may be different from the interest rate or rates established for other Bonds.

(e) Partial Mode Changes and Subseries Designations. (1) Less than all of the Bonds of a Series then subject to a particular Mode may be converted to another Mode pursuant to this Section A-208; provided, however, that in such event such Series shall be re-designated into one or more subseries for each separate Mode with a new CUSIP number for each subseries and further provided that preceding such an event written confirmation of the rating on such Series is provided by the Rating Agency or Rating Agencies then rating the Bonds of such a Series.

(2) If less than all of the Bonds of a Series then subject to a particular Mode are converted to another Mode pursuant to this Section A-208, the particular Bonds of a Series or portions thereof which are to be converted to a new Mode shall be selected by the Trustee in its discretion subject to the provisions hereof regarding Authorized Denominations of Bonds of a Series subject to such new Mode.

(3) To the extent that Bonds of any Series are issued in or re-designated into one or more subseries, references herein to Bonds of a Series shall be deemed to refer to Bonds of such subseries.

ARTICLE A-III

REDEMPTION OF BONDS OF EACH SERIES

A-301. **Optional Redemption.** (a) Bonds of a Series in the Commercial Paper Mode shall be subject to optional redemption at the option of the Authority, in whole or in part, on their respective Purchase Dates at the redemption price equal to the principal amount thereof, plus accrued interest to the Redemption Date.

(b) Bonds of a Series in the Daily Mode or Weekly Mode shall be subject to redemption at the option of the Authority, in whole or in part, on any Business Day, at the Redemption Price equal to the principal amount thereof, plus accrued interest to the Redemption Date;

(c) Bonds of a Series in a Term Mode during an Interest Rate Period that is less than 4 years shall be subject to redemption at the option of the Authority, in whole or in part on their individual Purchase Dates, at the Redemption Price, plus accrued interest to the Redemption Date;

(d) Bonds of a Series in the Term Mode during an Interest Rate Period that is equal to or greater than 4 years or Bonds of a Series in the Fixed Rate Mode (other than the Bonds of a Series that bear interest in the Fixed Rate Mode from the date of the original issuance of the Bonds of such Series) are subject to redemption at the option of the Authority, in whole or in part, on any date following the “No Call Period” set forth below at the Redemption Prices set forth below, in each case together with accrued interest to the Redemption Date:

OPTIONAL REDEMPTION DURING TERM MODE AND FIXED RATE MODE

Duration of Interest Rate Period in Term Mode or Fixed Rate Mode	No Call Period (commencing on the date of commencement of the Term Rate or Fixed Rate Mode Interest Rate Period)	Redemption Price
Greater than or equal to 11 years	8 years	101%, declining by 1% on each succeeding anniversary of the end of the no call period until reaching 100% and thereafter at 100%
Greater than or equal to 8 years and less than 11 years	6 years	101%, declining by 1% on each succeeding anniversary of the end of the no call period until reaching 100% and thereafter at 100%

Greater than or equal to 4 years and less than 8 years	3 years	100½%, declining by ½% on each succeeding anniversary of the end of the no call period until reaching 100% and thereafter at 100%
Duration of Interest Rate Period in Fixed Rate Mode is less than 4 years	Bonds are subject to optional redemption at any time	100%

(e) The Bonds of a Series that bear interest in the Fixed Rate Mode from the date of the original issuance of the Bonds of such Series shall be subject to redemption at the option of the Authority at the times and in the manner set forth in the Certificate of Determination;

(f) The Authority may, in connection with a change to a Term Mode or Fixed Rate Mode, or on any Purchase Date for Bonds of a Series bearing interest at a Term Rate, alter its rights as described above in Section A-301(c) to redeem any Bonds of such Series on and after the Mode Change Date or Purchase Date, as the case may be, without the consent of Owners of the Bonds of such Series; provided, that notice describing the alteration shall be submitted to the Tender Agent, the Trustee and the Remarketing Agent, together with a Favorable Opinion of Bond Counsel, addressed to them; and

(g) During the initial Interest Rate Period, the Bonds shall be subject to redemption as described in the forepart of this Certificate of Determination. Thereafter, Bonds of a Series in the Index Mode shall be subject to redemption prior to their respective stated maturities, at the option of the Authority, on any Business Day during the period beginning 30 days after the first day of the Index Rate Period, in whole or in part in such amounts and from such Series as are designated by the Authority at a Redemption Price equal to the principal amount of Bonds called for redemption, plus accrued interest to the Redemption Date.

A-302. **Redemption from Sinking Fund Installments.** To the extent that the forepart of the Certificate of Determination provides that Bonds of a Series are subject to redemption from Sinking Fund Installments, the date on which a Sinking Fund Installment shall be due shall be the dates set forth in the forepart of the Certificate of Determination, or if any such date is not an Interest Payment Date, the Interest Payment Date immediately preceding such date.

A-303. **Redemption of Bank Bonds.** The Bank Bonds of a Series shall be subject to optional and mandatory redemption under the terms and conditions as required by the applicable Liquidity Facility or Reimbursement Agreement; provided, however, that notwithstanding anything expressed or implied therein or in this Appendix A to the contrary, any and all redemptions of the Bank Bonds in whole or in part shall be at a Redemption Price equal to the principal amount (or portion thereof) to be redeemed plus accrued and unpaid interest thereon to the redemption date as required by the applicable Reimbursement Agreement or

Liquidity Facility, as applicable, and in no event shall any redemption premium be payable under or with respect to the Bank Bonds.

A-304. **Redemption in Part; Bank Bonds To Be Redeemed First.** In the event of redemption of less than all the Bonds of a Series, then the particular Bonds of such Series or portions thereof to be redeemed shall be selected by the Trustee by lot in such manner as the Trustee in its discretion may deem appropriate and fair; provided, however, the Bonds of such Series to be redeemed shall be in Authorized Denominations; and provided further, however, that in the event of any partial redemption of Bonds of a Series, the Trustee shall first select for redemption all then Outstanding Bank Bonds prior to selecting for redemption any Bonds of such Series which are not Bank Bonds. The Trustee shall promptly give the Liquidity Facility Issuer and the Remarketing Agent notice by telephone of the selection of any Bank Bonds for redemption pursuant to the foregoing provision. New Bonds of the Series representing the unredeemed balance of the principal amount thereof shall be issued to the Owner thereof, without charge therefor. Any new Bond of a Series issued pursuant to this Section shall be executed by the Authority and authenticated by the Trustee and shall be in any Authorized Denominations in an aggregate unpaid principal amount equal to the unredeemed portion of such Bond surrendered.

A-305. **Special Mandatory Redemption.** With respect to the Bonds of a Series which are supported by a Direct-Pay Credit Facility, as and to the extent so provided in the related Reimbursement Agreement, the applicable Bonds of a Series shall be subject to special mandatory redemption on a Business Day at a Redemption Price equal to the principal amount thereof, plus accrued and unpaid interest thereupon. Such Bonds of a Series shall be subject to special mandatory redemption upon receipt by the Trustee of a notice of termination of the Credit Facility from the Credit Facility Issuer, pursuant to the terms of such Liquidity Facility, directing that such Bonds of a Series be so redeemed. Such Redemption Price shall be due and payable immediately without any further notice.

A-306. **Notice of Redemption.** Except as described in Section A-305, notice of the redemption of each Bond of a Series shall be mailed by the Trustee, or if the Trustee shall so direct, by the Tender Agent, not less than twenty (20) calendar days with respect to Bonds in a Weekly Mode or a Daily Mode nor not more than forty-five (45) days prior to the date fixed for the redemption thereof, and with respect to Bonds in a Term Mode, an Index Mode, or a Fixed Rate Mode not less than thirty (30) calendar days nor not more than sixty (60) calendar days prior to the date fixed for the redemption thereof, by first class mail, postage prepaid, to the Owner of such Bond at his address as it appears on the registry books as of the forty-fifth (45th) day (whether or not a Business Day) next preceding the Redemption Date. The failure of the Owner of a Bond of a Series to receive such notice by mail or any defect in such notice will not affect the sufficiency of the proceedings for the redemption thereof. The Trustee shall furnish the form of such notice to the Tender Agent.

Any notice of optional redemption given pursuant to this Section may state that it is conditional upon receipt by the Trustee of moneys sufficient to pay the Redemption Price, plus interest accrued to the Redemption Date, or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given

may be rescinded at any time before payment of such Redemption Price and accrued interest if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission shall be given by the Trustee to affected Owners of Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event.

ARTICLE A-IV

PURCHASE OF BONDS

A-401. **Optional Tenders of Bonds in Daily Mode and Weekly Mode.**

(a) Any Bond of a Series (or portions thereof in Authorized Denominations) in the Daily Mode that are not Bank Bonds or Bonds owned by, or for the account of or on behalf of the Authority or an Affiliate thereof, or the Subsidiary or an affiliate thereof are subject to purchase, on the demand of the Owner thereof, at a price equal to the Purchase Price on any Business Day (such purchase to be made on the Business Day upon which such demand is made), upon irrevocable telephonic notice to the Tender Agent and the Remarketing Agent (promptly confirmed in writing by such Owner, delivered to the Tender Agent and the Remarketing Agent by telecopier by 11:00 a.m., New York City time, at their respective Principal Offices) which states the number and principal amount of such Bond being tendered and the Purchase Date. Such tender notice, once transmitted to the Tender Agent, shall be irrevocable with respect to the tender for which such tender notice was delivered and such tender shall occur on the Business Day specified in such Tender Notice. The Tender Agent shall, as soon as practicable, notify the Trustee of the principal amount of Bonds of the Series being tendered. The contents of any such irrevocable telephonic tender notice shall be conclusive and binding on all parties.

(b) The Owners of Bonds of a Series in a Weekly Mode that are not Bank Bonds or Bonds owned by, or for the account of or on behalf of the Authority or an Affiliate thereof, or the Subsidiary or an affiliate thereof may elect to have such Bonds (or portions thereof in Authorized Denominations) purchased at a price equal to the Purchase Price upon delivery of an irrevocable written notice of tender, or irrevocable telephonic notice of tender to the Tender Agent and Remarketing Agent, promptly confirmed in writing to the Tender Agent and the Remarketing Agent at their respective Principal Offices, not later than 4:00 p.m. on a Business Day not less than seven (7) days before the Purchase Date specified by the Owner. Such notice shall (i) state the number and the principal amount of such Bond being tendered and (ii) state that such Bond shall be purchased on the Purchase Date so specified by the Owner. The Tender Agent shall notify the Trustee by the close of business on the next succeeding Business Day of the receipt of any notice pursuant to this paragraph.

(c) Notwithstanding anything herein to the contrary, during any period that the Bonds of a Series are registered in the name of DTC or a nominee thereof pursuant to this Supplemental Resolution, (i) any notice of tender delivered pursuant to this Section shall also (A) provide evidence satisfactory to the Tender Agent and the Remarketing Agent that the party delivering the notice is the beneficial owner or a custodian for the beneficial owner of the Bonds referred to in the notice, and (B) if the beneficial owner is other than a DTC Participant, identify the DTC Participant through whom the beneficial owner will direct transfer; (ii) on or before the Purchase Date, the beneficial owner must direct (or if the beneficial owner is not a DTC Participant, cause its DTC Participant to direct) the transfer of said Bond on the records of DTC; and (iii) it shall not be necessary for Bonds of a Series to be physically delivered on the date specified for purchase thereof, but such purchase shall be made as if such Bonds had been so delivered, and the purchase price thereof shall be paid to DTC. In accepting a notice of tender of

any bond of a Series pursuant to this Section, the Trustee and the Tender Agent may conclusively assume that the person providing the notice of tender is the beneficial owner of the Bonds being tendered and therefore entitled to tender them. The Trustee and Tender Agent assume no liability to anyone in accepting a notice of tender from a person whom it reasonably believes to be such a beneficial owner of the Bonds of the Series.

A-402. **Mandatory Purchase at End of Commercial Paper Mode Interest Rate Periods.** Except for Bank Bonds or Bonds owned by, or for the account of or on behalf of the Authority or an Affiliate thereof, or the Subsidiary or an affiliate thereof, each Bond of a Series in the Commercial Paper Mode shall be subject to mandatory tender for purchase on its Purchase Date at the Purchase Price. No notice of such mandatory purchase shall be given to the Owners.

A-403. **Mandatory Purchase on Any Mode Change Date.** Except for Bank Bonds or Bonds owned by or for the account of or on behalf of the Authority, the Subsidiary or an affiliate of either the Authority or the Subsidiary, the Bonds of a Series to be changed to any Mode from any other Mode are subject to mandatory tender for purchase on the Mode Change Date at the Purchase Price.

A-404. **Mandatory Purchase at End of Term Rate Period or Index Rate Period.**

(a) The Bonds of a Series in the Term Mode are subject to mandatory tender for purchase on each Purchase Date at the Purchase Price. No notice of such mandatory purchase shall be given to the Owners.

(b) [The Bonds of a Series in the Index Mode are subject to mandatory tender for purchase on each Index Mode Mandatory Purchase Date, at the Purchase Price, for such Series of Bonds. No notice of such mandatory purchase shall be given to the Owners. Notwithstanding the foregoing, the purchase of Index Mode Soft Put Bonds shall be subject to the provisions of Section A-206.]

A-405. **Mandatory Purchase Upon Expiration Date, Termination Date and Substitution Date.** The Bonds of a Series shall be subject to mandatory tender for purchase on:

(i) the second Business Day preceding the Expiration Date of a Liquidity Facility, which second Business Day is hereinafter referred to as an “Expiration Tender Date”;

(ii) the fifth calendar day (or if such day is not a Business Day, the preceding Business Day) following receipt by the Trustee of a written notice from the issuer of a Direct-Pay Credit Facility that an event of default has occurred and the Direct-Pay Credit Facility shall terminate not later than fifteen (15) days after delivery of such notice, which fifth calendar day is hereinafter referred to as a “Termination Tender Date”, if the Liquidity Facility permits a draw thereon on the Termination Tender Date;

(iii) the fifth calendar day (or if such day is not a Business Day, the preceding Business Day) following the receipt by the Trustee of a written notice from the issuer of a Direct-Pay Credit Facility that such Direct-Pay Credit Facility will not be reinstated (in respect of interest) to an amount equal to the interest component of the Liquidity and Credit Amount required with respect to the Bonds of such Series, which fifth calendar day is hereinafter referred to as a “Interest Non-Reinstatement Tender Date”; and

(iv) the Substitution Date for a Credit Facility (other than a bond insurance policy securing Bonds of a Series in a Term Mode or a Fixed Rate Mode) or a Liquidity Facility.

A-406. **Notice of Mandatory Tender for Purchase.** (a) The Trustee shall, at least fifteen (15) days prior to the Expiration Tender Date with respect to Bonds of a Series, give notice of the mandatory tender of the Bonds of such Series on such Expiration Tender Date if it has not theretofore received confirmation that the Expiration Date has been extended.

(b) Upon receipt of a written notice from the Credit Facility Issuer or Liquidity Facility Issuer of the occurrence and continuance of an event that would constitute an Event of Default pursuant to the related Reimbursement Agreement that would require the Trustee to cause a mandatory tender and purchase, the Trustee shall within one (1) Business Day give notice of the mandatory tender of the Bonds of such Series on such Termination Tender Date if it has not theretofore received from the Credit Facility Issuer or Liquidity Facility Issuer a notice stating that the event which resulted in the Credit Facility Issuer's or Liquidity Facility Issuer's giving notice of the Termination Date has been cured and that the Credit Facility Issuer or Liquidity Facility Issuer has rescinded its election to terminate the Credit Facility or Liquidity Facility, respectively. Notwithstanding anything to the contrary in subsection (f) below, such notice shall be given by Electronic Means capable of creating a written notice. Any notice given substantially as provided in this subsection (b) shall be conclusively presumed to have been duly given, whether or not actually received by each Owner.

(c) Upon receipt of a written notice from the issuer of a Direct-Pay Credit Facility that such Direct-Pay Credit Facility will not be reinstated (in respect of interest) to an amount equal to the interest component of the Liquidity and Credit Amount required with respect to the Bonds of such Series, the Trustee shall within one (1) Business Day give notice of the mandatory tender of the Bonds of such Series on such Interest Non-Reinstatement Tender Date if it has not theretofore received from the issuer of the Direct-Pay Credit Facility a notice stating that the Direct-Pay Credit Facility has been reinstated to an amount equal to the interest component of the Liquidity and Credit Amount. Notwithstanding anything to the contrary in subsection (f) below, such notice shall be given by Electronic Means capable of creating a written notice. Any notice given substantially as provided in this subsection (c) shall be conclusively presumed to have been duly given, whether or not actually received by each Owner.

(d) The Trustee shall, at least fifteen (15) days prior to any Substitution Date with respect to a Liquidity Facility relating to any Bonds, give notice of the mandatory tender of such Bonds on such Substitution Date.

(e) The Trustee shall at least fifteen (15) days prior to any Mode Change Date give notice of the mandatory tender for purchase of such Bonds on such Mode Change Date.

(f) No notice of mandatory purchase pursuant to Section A-404 shall be given.

(g) Notice of any mandatory tender of Bonds of a Series shall state that such Bonds are to be purchased pursuant to Section A-403 or A-405, shall be provided by the Trustee or caused to be provided by the Trustee by mailing a copy of the notice of mandatory tender by first-class mail to each Owner of Bonds of the Series at the respective addresses shown on the registry books. Each notice of mandatory tender for purchase shall identify the reason for the mandatory tender for purchase, and specify the Mandatory Purchase Date, the Purchase Price, the place and manner of payment, that the Owner has no right to retain such Bonds and that no further interest will accrue from and after the Mandatory Purchase Date to such Owner. Each notice of mandatory tender for purchase caused by a change in the Mode applicable to the Bonds of a Series shall in addition specify the conditions that have to be satisfied pursuant to Section A-208 in order for the new Mode to become effective and the consequences that the failure to satisfy any of such conditions would have. In the event a mandatory tender of Bonds of a Series shall occur at or prior to the same date on which an optional tender for purchase is scheduled to occur, the terms and conditions of the applicable mandatory tender for purchase shall control. The Trustee shall give a copy of any notice of mandatory tender given by it to the other Notice Parties. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner of any Bond receives the notice, and the failure of such Owner to receive any such notice shall not affect the validity of the action described in such notice. Failure by the Trustee to give a notice as provided in this Section shall not affect the obligation of the Tender Agent to purchase the Bonds of a Series subject to mandatory tender for purchase on the Mandatory Purchase Date.

A-407. **Purchase Fund.** (a) Funds and Accounts. There is hereby established, and there shall be maintained with the Tender Agent for the Bonds of each Series, a separate fund to be known as the "Purchase Fund". The Tender Agent shall further establish a separate account within such Purchase Fund to be known as the "Liquidity Facility Purchase Account" and a separate account within such Purchase Fund to be known as the "Remarketing Proceeds Account." To the extent that the Bonds of a Series are re-designated into two or more subseries, the Tender Agent shall establish and maintain a separate Purchase Fund with separate accounts therein for the Bonds of each such subseries.

(b) Remarketing Proceeds Account. Upon receipt of the proceeds of a remarketing of Bonds of a Series on a Purchase Date or Mandatory Purchase Date, the Tender Agent shall deposit such proceeds in the related Remarketing Proceeds Account for application to the payment of the Purchase Price of such Bonds. Notwithstanding the foregoing, upon receipt of the proceeds of a remarketing of Bank Bonds, the Tender Agent shall immediately pay such proceeds to or for the account of the related Liquidity Facility Issuer to the extent of any amount owing to the Liquidity Facility Issuer.

(c) Liquidity Facility Purchase Account. Upon receipt by the Tender Agent of the proceeds of any draw on a Liquidity Facility supporting Bonds of a Series that are transferred to such Tender Agent pursuant to subsection (a) of Section A-412, the Tender Agent shall deposit such moneys in the related Liquidity Facility Purchase Account for application to the payment of the Purchase Price of Bonds of such Series. Any amounts deposited in the Liquidity Facility Purchase Account for a Series of Bonds and not needed with respect to any Purchase Date or Mandatory Purchase Date for the payment of the Purchase Price for any Bonds of such Series shall be returned immediately to the Liquidity Facility Issuer.

(d) No Investment; Amounts Applied Solely to related Series. Amounts held by the Tender Agent in the Liquidity Facility Purchase Account and the Remarketing Proceeds Account relating to the Bonds of a Series shall not be deemed as part of the Trust Estate and shall be held uninvested and separate and apart from all other funds and accounts. Amounts so held or available to be drawn under the Liquidity Facility for deposit in a Liquidity Facility Purchase Account shall not be available to pay the Purchase Price of Bonds of any Series or Mode other than Bonds of a Series and Mode that are supported by such Liquidity Facility.

(e) Payment of Purchase Price by Tender Agent. The Tender Agent shall pay the Purchase Price of Bonds of a Series to their Owners from the moneys in the Liquidity Facility Purchase Account and the Remarketing Proceeds Account in accordance with this Appendix A by 3:00 p.m. on any Purchase Date or Mandatory Purchase Date, as the case may be. If on any Purchase Date or Mandatory Purchase Date any balance remains in the Purchase Fund then to the extent of any amounts owed to the Liquidity Facility Issuer, such balance shall be paid to the Liquidity Facility Issuer.

A-408. Remarketing of Bonds of a Series; Notices. (a) Remarketing of Bonds of a Series. The Remarketing Agent for Bonds of a Series shall offer for sale and use its best efforts to find purchasers for (i) all Bonds of such Series or portions thereof as to which notice of tender pursuant to Section A-401 has been given and (ii) all Bonds required to be tendered for purchase. No Bonds of a Series shall be remarketed after a notice of mandatory tender has been provided pursuant to Section A-406 and before the Mandatory Purchase Date. Any Bonds of a Series purchased pursuant to Section A-405 shall not be remarketed unless the Credit Facility or Liquidity Facility with respect to which there has occurred an Expiration Date, Termination Date or Substitution Date has been extended, reinstated or replaced by an Alternate Credit Facility or Alternate Liquidity Facility, as applicable, which is in effect. No Bonds of a Series shall be remarketed to the Authority or the Subsidiary, or any affiliate of the Authority or the Subsidiary, nor shall any Bank Bonds be remarketed unless (i) the Liquidity Facility has been or will be, immediately upon the receipt of such remarketing proceeds and any Differential Interest Amount, reinstated by the amount of the reduction that occurred when such Bonds became Bank Bonds or (ii) an Alternate Liquidity Facility shall be effective as of such remarketing.

(b) Notice of Remarketing; Registration Instructions; New Bonds.

(i) The Remarketing Agent shall notify the Tender Agent by Electronic Means not later than 12:00 noon (12:30 p.m. in the case of Bonds of a Series in the Commercial Paper Mode) on the Purchase Date or Mandatory

Purchase Date of the registration instructions (i.e., the names of the tendering Owners and the names, addresses and taxpayer identification numbers of the purchasers, the desired Authorized Denominations and, in the case of Bonds of a Series in the Commercial Paper Mode, the Daily Mode or the Weekly Mode, any account number for payment of principal and interest furnished by a purchaser to the Remarketing Agent) with respect thereto; and

(ii) Unless otherwise permitted by the Securities Depository and the book-entry-only system applicable to a Series of Bonds, the Tender Agent shall authenticate and have available for delivery to the Remarketing Agent prior to 1:30 p.m. on the Purchase Date or Mandatory Tender Date new Bonds of the Series for the respective purchasers thereof.

(iii) The Remarketing Agent shall employ its best efforts to provide notice to the Liquidity Facility Issuer, by telex, telegram or facsimile, in the form prescribed by the Liquidity Facility, on the date preceding the Purchase Date or Mandatory Purchase Date, of the principal amount of Bonds to be tendered for which it did not have commitments for purchase as of 4:00 p.m. on such date.

(c) Transfer of Funds; Draw on Liquidity Facility.

(i) The Remarketing Agent shall at or before 12:00 noon (12:30 p.m. in the case of Bonds of a Series in the Commercial Paper Mode) on the Purchase Date or Mandatory Purchase Date, as the case may be, (x) notify the Authority, the Liquidity Facility Issuer, if any, and the Tender Agent by Electronic Means of the amount of tendered Bonds of the Series that were successfully and were not successfully remarketed, and (y) confirm to the Tender Agent the transfer of the Purchase Price of remarketed Bonds of the Series to the Tender Agent in immediately available funds at or before 12:20 p.m. (12:30 p.m. in the case of Bonds of a Series in the Commercial Paper Mode), such confirmation to include the pertinent Fed Wire reference number.

(ii) To the extent the Liquidity Facility is in effect, the Tender Agent shall request a draw on the Liquidity Facility, in accordance with the terms thereof, by 12:30 p.m. on the Purchase Date or Mandatory Purchase Date, as the case may be, in an amount equal to the Purchase Price of all Bonds of the Series tendered or deemed tendered less the aggregate amount of remarketing proceeds transferred to the Tender Agent by the Remarketing Agent pursuant to clause (i) of this Section A-408(c) and shall cause the proceeds of such draw to be transferred to the Tender Agent by no later than 3:00 p.m.

(iii) To the extent a Liquidity Facility is in effect, the Tender Agent shall confirm to the Authority and the Trustee by 3:00 p.m. (close of business in the case of Bonds of a Series in the Commercial Paper Mode and the Daily Mode) on the Purchase Date or Mandatory Purchase Date, receipt of the proceeds of any draw on the Liquidity Facility.

(d) Notice to the Issuer of Bank Bond Remarketing. The Remarketing Agent shall notify the Authority by Electronic Means of any proposed remarketing of Bank Bonds by the close of business on the Business Day preceding the proposed date of remarketing of such Bank Bonds.

A-409. Source of Funds for Purchase of Bonds of a Series. On or before 3:00 p.m. on the Purchase Date or the Mandatory Purchase Date with respect to Bonds of a Series, the Tender Agent shall purchase such Bonds from the Owners at the Purchase Price. Funds for the payment of such Purchase Price shall be derived solely from the following sources in the order of priority indicated:

(a) immediately available funds on deposit in the Remarketing Proceeds Account with respect to Bonds of such Series; and

(b) to the extent a Liquidity Facility is in effect, immediately available funds on deposit in the Liquidity Facility Purchase Account derived from a Liquidity Facility relating to Bonds of such Series and Mode.

A-410. Delivery of Bonds. Except as otherwise required or permitted by the book-entry-only system of the Securities Depository, the Bonds of a Series shall be delivered as follows:

(a) Bonds of a Series sold by the Remarketing Agent pursuant to Section A-408 shall be delivered by the Remarketing Agent to the purchasers of those Bonds by 3:00 p.m., on the Purchase Date or the Mandatory Purchase Date, as the case may be.

(b) The Tender Agent shall, as appropriate to the circumstances, either (i) register Bonds of a Series purchased by the Tender Agent with moneys described in Section A-409(b), or if any such Bond is not delivered by the Owner thereof, register a new Bond of such Series in replacement of the undelivered Bond, in the name of the Liquidity Facility Issuer or, if directed in writing by the Liquidity Facility Issuer, its nominee or designee on the registry books on or before the close of business on the Purchase Date or Mandatory Purchase Date, as the case may be, and shall promptly deliver such Bonds to the custodian, if any, provided for in the Liquidity Facility or as the Liquidity Facility Issuer may otherwise direct in writing, and prior to such delivery shall hold such Bonds of such Series in trust for the benefit of the Liquidity Facility Issuer or (ii) cause the beneficial ownership of such Bonds of such Series to be credited to the account of the Liquidity Facility Issuer or, if directed in writing by the Liquidity Facility Issuer, its nominee or designee with DTC.

(c) When any Bank Bonds of a Series are remarketed, the Tender Agent shall not release the Bonds so remarketed to the Remarketing Agent until the Tender Agent has received and forwarded to or for the account of the Liquidity Facility Issuer the proceeds of such remarketing and the Differential Interest Amount, if any, has been paid to the Liquidity Facility Issuer, and (i) the Liquidity Facility has been reinstated by an amount equal to the principal amount of Bank Bonds so remarketed plus the interest component of the Liquidity and Credit Amount, which reinstatement the Tender Agent has confirmed with the Liquidity Facility Issuer,

or (ii) if the Bonds of a Series became Bank Bonds on a Mandatory Purchase Date and a Liquidity Facility is no longer in effect with respect to Bonds of such Series after the Mandatory Purchase Date, any draws on such Liquidity Facility and interest thereon corresponding to the principal amount of Bank Bonds so remarketed and all other amounts owing thereunder have been reimbursed to the Liquidity Facility Issuer.

A-411. **Delivery and Payment for Purchased Bonds of a Series; Undelivered Bonds.** Except as otherwise required or permitted by the book-entry-only system of the Securities Depository, the Bonds of a Series purchased pursuant to this Article shall be delivered (with all necessary endorsements) at or before 12:00 noon on the Purchase Date or Mandatory Purchase Date, as the case may be, at the designated office of the Tender Agent; provided, however, that payment of the Purchase Price of any Bond of a Series purchased pursuant to Section A-401 shall be made only if such Bond so delivered to the Tender Agent conforms in all respects to the description thereof in the notice of tender. Payment of the Purchase Price shall be made by wire transfer in immediately available funds by the Tender Agent by the close of business on the Purchase Date or Mandatory Purchase Date, as the case may be, or, if the Owner has not provided or caused to be provided wire transfer instructions, by check mailed to the Owner at the address appearing in the books required to be kept by the Trustee pursuant to the Resolution. If Bonds of a Series to be purchased are not delivered by the Owners to the Tender Agent by 12:00 noon on the Purchase Date or the Mandatory Purchase Date, as the case may be, the Tender Agent shall hold any funds received for the purchase of those Bonds in trust in a separate account and shall pay such funds to the former Owners upon presentation of the Bonds subject to tender. Any such amounts shall be held uninvested. Such undelivered Bonds shall be deemed tendered and cease to accrue interest as to the former Owners on the Purchase Date or the Mandatory Purchase Date, as the case may be, and moneys representing the Purchase Price shall be available against delivery of those Bonds at the Principal Office of the Tender Agent; provided, however, that any funds which shall be so held by the Tender Agent and which remain unclaimed by the former Owner of any such Bond not presented for purchase for a period of two years after delivery of such funds to the Tender Agent, shall, to the extent permitted by law, upon request in writing by the Authority and the furnishing of security or indemnity to the Tender Agent's satisfaction, be paid to the Authority free of any trust or lien and thereafter the former Owner of such Bond shall look only to the Authority and then only to the extent of the amounts so received by the Authority without any interest thereon and the Tender Agent shall have no further responsibility with respect to such moneys or payment of the purchase price of such Bonds. The Tender Agent shall authenticate a replacement Bond of a Series for any undelivered Bond of such Series which may then be remarketed by the Remarketing Agent.

A-412. **Draws on Liquidity Facility.** (a) To the extent a Liquidity Facility is in effect with respect to the Bonds of a Series, on each Purchase Date or Mandatory Purchase Date with respect to Bonds of a Series, as the case may be, the Tender Agent shall draw on the Liquidity Facility supporting the Bonds of such Series in accordance with the terms thereof so as to have funds deposited with the Tender Agent therefrom by 3:00 p.m. on such date in an amount, in immediately available funds, sufficient, together with the proceeds of the remarketing of such Bonds on such date, to enable the Tender Agent to pay the Purchase Price in connection

therewith. The proceeds of such draw shall be paid to the Trustee as Tender Agent, who shall deposit said proceeds in the Liquidity Facility Purchase Account.

(b) Notwithstanding the foregoing provisions of this Section, neither the Trustee nor the Tender Agent shall draw on a Liquidity Facility with respect to any payments due or made in connection with Bank Bonds or Bonds of a Series owned by the Authority or the Subsidiary or any affiliate of the Authority, the Subsidiary or the Liquidity Facility Issuer or the Credit Facility Provider.

ARTICLE A-V

CREDIT FACILITIES AND LIQUIDITY FACILITIES

A-501. **Credit Facility and Liquidity Facility.** (a) At any time, the Authority may obtain or provide for the delivery to the Trustee of an initial Liquidity Facility and an Alternate Liquidity Facility and/or an initial Credit Facility and an Alternate Credit Facility with respect to the Bonds of a Series. The Authority shall not obtain a Liquidity Facility for the Bonds of a Series or provide for the delivery of a Liquidity Facility for the Bonds of a Series to the Trustee without the prior consent of the Credit Facility Issuer for the Bonds of such Series. Any such Liquidity Facility shall be rated at least A-1 by S&P, P-1 by Moody's or F-1 by Fitch; and in the event of a withdrawal or reduction of such ratings, the Authority shall provide an Alternate Liquidity Facility rated at least A-1 by S&P, P-1 by Moody's or F-1 by Fitch. Any such Liquidity Facility or Credit Facility shall provide for a Termination Date which permits the Trustee to make on the Termination Tender Date a draw under the Liquidity Facility or Credit Facility, as the case may be, shall not occur unless written notice thereof is given to the Trustee and the Tender Agent at least ten (10) days prior to the Termination Tender Date. To the extent that any Liquidity Facility or Credit Facility permits the issuer thereof to assign its obligation thereunder, such Liquidity Facility or Credit Facility, as the case may be, shall provide that such assignment shall not be effective unless a written notice of such assignment is given to the Authority or Trustee and the Tender Agent at least sixteen (16) days prior to the effective date of such assignment. On or prior to the date on which a Liquidity Facility or Credit Facility is obtained or delivered to the Trustee, the Authority shall furnish to the Trustee a Favorable Opinion of Bond Counsel. As provided in Section A-405 hereof, all Outstanding Bonds of the Series and Mode to which such Liquidity Facility or Credit Facility (other than a bond insurance policy securing Bonds of a Series in a Term Mode or a Fixed Rate Mode) relates will become subject to mandatory tender for purchase on or before the Substitution Date. The obligation to reimburse the Liquidity Facility Issuer and/or the Credit Facility Issuer or to pay the fees, charges or expenses of the Liquidity Facility Issuer under the Liquidity Facility and/or Credit Facility Issuer under the Credit Facility shall constitute Parity Reimbursement Obligations within the meaning of the Resolution and shall be secured by the pledge of and lien on the Trust Estate created by Section 501 of the Resolution.

(b) At the direction of the Authority, the Trustee shall execute and deliver (i) any instrument that, upon such execution and delivery by the Trustee, would constitute a "Credit Facility" or "Liquidity Facility" and/or (ii) the related Reimbursement Agreement.

(c) The Authority shall deliver to the Trustee, the Tender Agent, the Credit Facility Issuer and the Remarketing Agent a copy of each Liquidity Facility or Credit Facility obtained pursuant to this article on the effective date of such Liquidity Facility or Credit Facility. If at any time there shall have been delivered to the Trustee (i) an Alternate Credit Facility or Alternate Liquidity Facility in substitution for the Credit Facility or Liquidity Facility with respect to Bonds of a Series then in effect, (ii) the provision by the Authority that funds to purchase all Bank Bonds, if any, and pay all other amounts owing under the Liquidity Facility or Credit Facility, as applicable are available and (iii) a Favorable Opinion of Bond Counsel, then,

providing that all conditions to substitution contained in the existing Credit Facility or Liquidity Facility shall have been satisfied, the Trustee shall accept such Alternate Credit Facility or Alternate Liquidity Facility and, subject to subsection (d) of this Section A-501, shall surrender the Credit Facility or Liquidity Facility then in effect to the Credit Facility Issuer or Liquidity Facility Issuer on the effective date of the Alternate Credit Facility or Alternate Liquidity Facility. In the event of an extension of the Expiration Date, the Authority shall give the Trustee, the Tender Agent, the Credit Facility Issuer, the Liquidity Facility Issuer and the Remarketing Agent a written notice of the new Expiration Date at least sixteen (16) days prior to the Expiration Tender Date. In the event of a substitution of a Liquidity Facility with an Alternate Liquidity Facility or of a Credit Facility with an Alternate Credit Facility, the Authority shall give the Trustee, the Tender Agent and the Remarketing Agent a written notice of the Substitution Date at least sixteen (16) days prior to such Substitution Date. The Authority shall give the Trustee, Tender Agent, the Liquidity Facility Issuer and the Remarketing Agent a written notice of its election to terminate the Credit Facility or the Liquidity Facility at least sixteen (16) days prior to the Termination Tender Date resulting from its election to terminate such Credit Facility or Liquidity Facility.

(d) In no event shall the Trustee surrender or cancel a Liquidity Facility relating to the Bonds of any Series prior to its Termination Date except upon a Substitution Date or unless it has received funds, either from proceeds of remarketing or a draw under the Liquidity Facility to be surrendered or cancelled, sufficient to pay the Purchase Price of such Bonds to the applicable Mandatory Purchase Date.

(e) The Trustee shall not sell, assign or otherwise transfer the Credit Facility or Liquidity Facility, except to a successor Trustee hereunder and in accordance with the terms of the Credit Facility or Liquidity Facility and the Resolution.

(f) Neither the Authority nor the Trustee shall consent to the substitution of a new Credit Facility for the then-existing Credit Facility that is a bond insurance policy, or the surrender, cancellation, termination, amendment or modification of the then-existing Credit Facility that is a bond insurance policy, without (i) the prior written consent of the Liquidity Facility Issuer, if any, and (ii) to the extent that such bond insurance policy secures Bonds of a Series in a Term Mode or Fixed Rate Mode, the written confirmation from each Rating Agency then rating such Bonds to the effect that the such substitution, surrender, cancellation, termination, amendment or modification will not, by itself, result in a reduction or withdrawal of the short-term rating, if any, or the long-term rating of such Bonds below the rating of such Rating Agency then in effect with respect to such Bonds.

(g) On or prior to the Substitution Date, no drawing under an Alternate Liquidity Facility shall be made by the Trustee if the predecessor Liquidity Facility shall be effective and available to make drawings thereunder on the date of such drawing. After the Substitution Date, no drawing under a predecessor Liquidity Facility shall be made by the Trustee if the Alternate Liquidity Facility shall be effective and available to make drawings thereunder on the date of such drawing.

A-502. **Direct-Pay Credit Facility Drawing Account.** If a Direct-Pay Credit Facility is in effect with respect to the Bonds of a Series, the following provisions shall apply with respect to the Bonds of such Series:

(a) There shall be created and established separate accounts for the Bonds of such Series, to be held by the Trustee for the benefit of the Holders of the Bonds of such Series, which will be Eligible Accounts, to be known as the “[Name of Series of Bonds that are secured by such Credit Facility] Direct-Pay Credit Facility Drawing Account” (the “*Direct-Pay Credit Facility Drawing Account*”) and the “[Name of Series of Bonds that are secured by such Credit Facility] Payment and Reimbursement Account” (the “*Payment and Reimbursement Account*”). The Direct-Pay Credit Facility Drawing Account and the Payment and Reimbursement Account shall be established outside of the Debt Service Fund and shall be held by the Trustee. The establishment of such Direct-Pay Credit Facility Drawing Account and Payment and Reimbursement Account shall be evidenced in the forepart of the Certificate of Determination or a certificate of an Authorized Officer of the Authority.

(b) The Authority shall transfer amounts that are sufficient to make payments of principal and Redemption Price of and interest on the Series of Bonds as and when the same shall become due and payable for deposit in the Debt Service Fund in accordance with the Resolution, and the Trustee shall on or prior to the related date on which principal is payable or the related Interest Payment Date transfer such payments from the Debt Service Fund to the related Payment and Reimbursement Account, regardless of whether (x) a draw is made under such Direct-Pay Credit Facility and (y) the issuer of such Direct-Pay Credit Facility honors a draw thereunder.

(c) The Trustee shall take all action necessary to draw or make a claim on the related Direct-Pay Credit Facility in accordance with the provisions of such Direct-Pay Credit Facility, in such amounts, at such times, and in such manner as shall be necessary to pay the principal and Redemption Price (including, to the extent amounts are available therefor under the Direct-Pay Credit Facility, from Sinking Fund Installments) of and interest on all Series of Bonds payable therefrom as and when the same shall become due and payable. The Trustee shall promptly deposit into the related Direct-Pay Credit Facility Drawing Account all moneys so drawn by the Trustee under the related Direct-Pay Credit Facility, which shall not be commingled with any other moneys held by the Trustee and which shall be applied to the payment of such principal, Redemption Price and interest. If such a draw is required, the provision of indemnification under the Resolution shall not be a condition precedent to such draw or any payment therefrom.

(d) The Trustee shall make payments of principal or Redemption Price of and interest on the Bonds of such Series to their Owners in the manner provided for in the Resolution from the moneys deposited in the related Direct-Pay Credit Facility Drawing Account pursuant to subsection (c) of this Section A-502. If sufficient funds are not available in the related Direct-Pay Credit Facility Drawing Account, the Trustee shall apply other moneys, if any, available in the related Payment and Reimbursement Account, to the extent necessary to make such payment. If the principal or Redemption Price of and interest on the Series of Bonds has been paid in full when due and all payments required to be made under the Direct-Pay Credit

Facility have been made, the Trustee shall apply remaining moneys, if any, available in the Payment and Reimbursement Account in an amount not to exceed the amount of the draw or borrowing under the Direct-Pay Credit Facility to reimburse the issuer of the Direct-Pay Credit Facility for such draw or borrowing after such draw or borrowing has been honored by the issuer of the Direct-Pay Credit Facility.

(e) Amounts held in each Direct-Pay Credit Facility Drawing Account shall not be deemed to be as part of the Trust Estate and shall be held uninvested and separate and apart from all other funds and accounts.

ARTICLE A-VI

AGENTS

A-601. **Remarketing Agent.** The Authority shall appoint and employ the services of a Remarketing Agent while the Bonds of any Series are in the Daily Mode, the Weekly Mode or the Commercial Paper Mode. The Authority shall appoint and employ the services of a Remarketing Agent, with the consent of the related Credit Facility Issuer, if any, prior to any Purchase Date, Mandatory Purchase Date or Mode Change Date while the Bonds of any Series are in the Term Mode or the Index Mode.

Any Remarketing Agent may at any time resign and be discharged of the duties and obligations created by the Resolution by giving notice to the related Liquidity Facility Issuer, the Trustee, the Authority, the related Credit Facility Issuer and the Tender Agent in accordance with the Remarketing Agreement, provided that a successor Remarketing Agent shall be appointed and acting hereunder on or prior to the effective date of such resignation or discharge. Any Remarketing Agent may be removed at any time, at the direction of the Authority, by an instrument filed with the Trustee, the related Remarketing Agent and the related Tender Agent in accordance with the Remarketing Agreement. The Authority shall remove a Remarketing Agent at the direction of the Credit Facility Issuer or Liquidity Facility Issuer for failure of the Remarketing Agent to perform its obligations hereunder.

Any Remarketing Agent shall be selected by the Authority and with the prior written consent of the Liquidity Facility Issuer, if any, and shall be a commercial bank, National Banking Association or Trust Company or a member of the Financial Industry Regulatory Authority, Inc., shall have a capitalization of at least fifty million dollars (\$50,000,000), and shall be authorized by law to perform all the duties imposed upon it herein, in the Resolution and in the Remarketing Agreement. The Authority's delivery to the Trustee of a Certificate setting forth the effective date of the appointment of a Remarketing Agent and the name, address and telephone number of such Remarketing Agent shall be conclusive evidence that (i) such Remarketing Agent has been appointed and is qualified to act as Remarketing Agent under the terms of the Resolution and (ii) if applicable, the predecessor Remarketing Agent has been removed in accordance with the provisions of the Resolution.

Each Remarketing Agent shall keep such books and records as shall be consistent with prudent industry practice and make such books and records available for inspection by the Authority and the Trustee at all reasonable times.

A-602. **Tender Agent.** The Authority shall appoint and employ the services of the Tender Agent while the Bonds of any Series are in the Daily Mode, the Weekly Mode or the Commercial Paper Mode. The Authority shall appoint and employ the services of the Tender Agent prior to any Purchase Date or Mode Change Date while the Bonds of any Series are in the Term Mode or the Index Mode. Notwithstanding anything to the contrary contained herein, with respect to the Bonds of any Series, the Authority shall appoint as Tender Agent the same entity appointed as the Trustee.

The Tender Agent may at any time resign and be discharged of the duties and obligations created by the Resolution by giving at least fifteen (15) days' notice to the related Liquidity Facility Issuer, the Trustee, the Authority and the related Credit Facility Issuer, provided that a successor Tender Agent shall be appointed and acting hereunder on or prior to the effective date of such resignation or

discharge. The Tender Agent may be removed at any time, at the direction of the Authority and with the prior written consent of the Liquidity Facility Issuer, by an instrument filed with the Trustee and the related Remarketing Agent and upon at least fifteen (15) days' notice to the Tender Agent, provided that a successor Tender Agent shall be appointed and acting hereunder on or prior to the effective date of such removal.

The Tender Agent shall be selected by the Authority and with the prior written consent of the Liquidity Facility Issuer pursuant to the Resolution. The Authority's delivery to the Trustee of a Certificate setting forth the effective date of the appointment of a Tender Agent and the name, address and telephone number of such Tender Agent shall be conclusive evidence that (i) such Tender Agent has been appointed and is qualified to act as Tender Agent under the terms of the Resolution and (ii) if applicable, the predecessor Tender Agent has been removed in accordance with the provisions of the Resolution.

The Tender Agent shall keep such books and records as shall be consistent with prudent industry practice and make such books and records available for inspection by the Authority, the Trustee, the related Credit Facility Issuer and the related Liquidity Facility Issuer at all reasonable times.

Each Tender Agent shall be a commercial bank with trust power or trust company organized under the laws of the United States of America or of any state thereof and doing business and having an office in New York, New York.

ARTICLE A-VII

MISCELLANEOUS

A-701. **Defeasance of Bonds in Daily or Weekly Mode.** Notwithstanding the provisions of Section 1201 of the General Resolution, no Bonds of a Series in the Daily Mode or Weekly Mode may be defeased pursuant to said Section 1201 without the written confirmation from each Rating Agency then rating the Bonds to the effect that the deposit made pursuant to Section 1201 will not, by itself, result in a reduction or withdrawal of the short-term or long-term rating of such Bonds below the rating of such Rating Agency then in effect with respect to such Bonds.

A-702. **Modifications or Amendments to the Resolution.** The provisions of the Resolution, including, without limitation, the provisions of the forepart of the Certificate of Determination and this Appendix A, may be amended, with respect to Bonds of a Series, without consent of the Owners of Bonds or of the Trustee and only with the consent of the Credit Facility Issuer and the Liquidity Facility Issuer for the Bonds of such Series, at any time or from time to time, (i) for the purpose of making changes in the provisions hereof relating to the characteristics and operational provisions of the Modes of any Series of Bonds or (ii) in order to provide for and accommodate Credit Facilities or Liquidity Facilities for Bonds of any Series. Each such amendment shall become effective on any Mandatory Purchase Date applicable to the Bonds of a Series affected by such amendment next following the filing of a copy thereof, certified by an Authorized Officer, with the Trustee, the Tender Agent, the Remarketing Agent, the Credit Facility Issuer and the Liquidity Facility Issuer with respect to the Bonds of such Series.

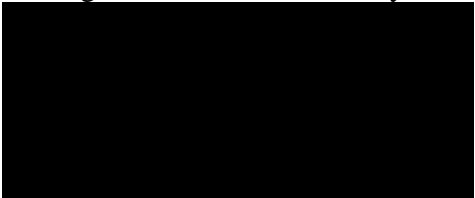
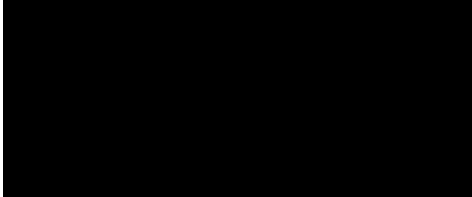
A-703. **Notices.** (a) **Notices to Owners.** All notices required to be given to Owners of Bonds of a Series under the Certificate of Determination, unless otherwise expressly provided in the Certificate of Determination, shall be given by first class mail, postage prepaid.

(b) **Notices to Rating Agencies.** The Authority shall give prior written notice to the Rating Agencies of any of the following events:

- (1) Any change of Trustee, Tender Agent or Remarketing Agent;
- (2) Any material changes to the Resolution that affect the Bonds;
- (3) Any changes to the Liquidity Facility, the Credit Facility, or any agreement with the Liquidity Facility Issuer, Credit Facility Issuer, Remarketing Agent or Tender Agent pertaining to the Bonds;
- (4) Any expiration, termination or extension of any Liquidity Facility or Credit Facility or the obtaining of an Alternate Liquidity Facility or Alternate Credit Facility pertaining to the Bonds;
- (5) Any action in connection with a change to a Term Mode or Fixed Rate Mode; and

(6) Any redemption, defeasance, mandatory tender or acceleration of all the Outstanding Bonds.

A-704. **Demands and Requests.** All notices, demands and requests to be given to or made hereunder by the Authority, the Trustee, the Tender Agents, the Remarketing Agents, the Liquidity Facility Issuers, the Credit Facility Issuers, the Rating Agencies shall, unless otherwise expressly provided herein, be given or made in writing and shall be deemed to be properly given or made if by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below. Notices, demands and requests that may be given by Electronic Means may be sent to the telephone numbers or fax numbers, as applicable, set forth below:

- | | |
|---|--|
| (1) As to the Authority: | Long Island Power Authority
 |
| (2) As to the Trustee: | The Bank of New York Mellon
 |
| (3) As to the Tender Agent: | The address, phone number and fax number specified in the related Tender Agency Agreement. |
| (4) As to the Remarketing Agent(s): | The address, phone number and fax number specified in the related Remarketing Agreement. |
| (5) As to the Credit Facility Issuer(s) and Liquidity Facility Issuer(s): | The address, phone number and fax number specified in the related Credit Facility or Liquidity Facility, as the case may be. |
| (6) As to the Rating Agencies: | The address, phone number and fax number that may be specified by any Rating Agency then rating the Series 2014C Bonds |

Any of the foregoing information may be changed by notice in writing or by Electronic Means given as aforesaid to all other Notice Parties.