REMARKETING PURCHASE CONTRACT

$100,000,000
NEW YORK CITY HOUSING DEVELOPMENT CORPORATION
Multi-Family Housing Revenue Bonds,
2006 Series J-1

[July ___, 2012]

NEW YORK CITY HOUSING
DEVELOPMENT CORPORATION
110 William Street, 10th Floor
New York, New York 10038

Ladies and Gentlemen:

The undersigned, SunTrust Bank (hereinafter referred to as the “Purchaser”), hereby offers to enter into the following agreement (this “Purchase Contract”) with you (the “Corporation”) which, upon your acceptance of this offer, will be binding upon the Corporation and upon the Purchaser. This offer is made subject to your acceptance of this Purchase Contract on or before 5:00 p.m., New York City time, [July ___, 2012]. Unless otherwise defined in this Purchase Contract, capitalized terms shall have the respective meanings defined in the hereinafter defined Resolution.

1. Purchase. (a) Upon the terms and conditions and upon the basis of the representations, warranties and covenants set forth herein, the Purchaser hereby agrees to purchase on [_____] (the “Closing Date”), at a price of one hundred percent (100%) of the principal amount thereof, $100,000,000 aggregate principal amount of New York City Housing Development Corporation Multi-Family Housing Revenue Bonds, 2006 Series J-1 (the “2006 Series J-1 Bonds”), which the Purchaser has been advised by The Bank of New York Mellon (the “Trustee”) have been deemed tendered by the owners thereof.

(b) The Purchaser’s offer contained in this Purchase Contract shall be subject to receipt by the Purchaser and the Corporation of a Letter of Representation and Indemnity Agreement, in substantially the form attached hereto as Exhibit A, dated the date hereof, executed by AMP Apartments LLC, a Delaware limited liability company (the “Mortgagor”), and AvalonBay Communities, Inc., a Maryland corporation (the “Guarantor”).

2. The 2006 Series J-1 Bonds. The 2006 Series J-1 Bonds were issued on December 21, 2006 pursuant to, and are described in, a resolution entitled “Multi-Family Housing Revenue Bonds Bond Resolution” adopted by the Members of the Corporation on July 27, 1993, as amended (the “General Resolution”), and a supplemental resolution for the 2006 Series J-1 Bonds entitled “Eighty-First Supplemental Resolution Authorizing the Issuance of Multi-Family Housing Revenue Bonds, 2006 Series J-1” adopted by the Members of the Corporation on December 8, 2006 (as amended and restated by the Second Amended and Restated Eighty-First Supplemental Resolution Authorizing the Issuance of Multi-Family Housing Revenue Bonds, 2006 Series J-1 adopted by the Members of the Corporation on
[___________], the “Supplemental Resolution”; the General Resolution and the Supplemental Resolution collectively referred to as the “Resolution”).

The 2006 Series J-1 Bonds were issued by the Corporation to finance a mortgage loan (the “2006 Series J-1 Mortgage Loan”) to the Mortgagor, for the purposes of paying (i) a portion of the costs of constructing and equipping a multi-family rental housing facility located at 401 West 110th Street in the Borough of Manhattan, City, County and State of New York (the “Project”) and (ii) certain other costs related thereto.

The obligations of the Mortgagor with respect to the 2006 Series J-1 Mortgage Loan are evidenced by a Mortgage Note issued in connection therewith (the “Mortgage Note”) and are secured by, among other things, [a Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement and a Project Loan Mortgage, Assignment of Leases and Rents and Security Agreement with respect thereto] (collectively, the “Mortgage”; the Mortgagor, collectively with the Mortgage Note and all other documents evidencing, securing or otherwise relating to the 2006 Series J-1 Mortgage Loan, the “ Mortgage Documents”).

In connection with the financing of the Project, the Corporation and the Mortgagor have entered into a Regulatory Agreement (the “Regulatory Agreement”), dated as of June 27, 2007. In addition, the Corporation and the Mortgagor are parties to an Amended and Restated Financing Commitment and Agreement (the “Commitment” and, together with the Regulatory Agreement, the “Corporation Documents”), dated as of [July ___, 2012].

The Corporation, the Purchaser, the Mortgagor and the Trustee will enter into a Mortgage Purchase Agreement (the “Mortgage Purchase Agreement”), dated as of [July ___, 2012], whereby the Purchaser, as obligor under the Mortgage Purchase Agreement, will provide security for the 2006 Series J-1 Mortgage Loan through its agreement to, among other things, purchase the Mortgage Note and the Mortgage upon the terms and conditions contained therein. [Pursuant to the Servicing Agreement (the “Servicing Agreement”), dated as of [July ___, 2012], by and among the Corporation and the Mortgagor, the Mortgagor will agree to reimburse the Purchaser for payments made by the Purchaser under the Mortgage Purchase Agreement and to make certain other payments.] As partial security for the obligations of the Mortgagor [under the Servicing Agreement], the Guarantor will deliver to the Purchaser certain guarantees (each a “Guaranty”), each to be dated as of [July ___, 2012], pursuant to which the Guarantor will guaranty certain other obligations of the Mortgagor to the Purchaser.

Initially, the 2006 Series J-1 Bonds shall bear interest at the Bank Rate (as defined in the Supplemental Resolution). The 2006 Series J-1 Bonds shall mature, shall be subject to redemption, mandatory tender and defeasance, all as described in the Resolution.

This Purchase Contract, the Resolution, the Mortgage Documents, the Corporation Documents, the Mortgage Purchase Agreement, [the Servicing Agreement,] the Tender Agent Agreement for the 2006 Series J-1 Bonds (the “Tender Agent Agreement”), dated as of [___________], by and among the Corporation, the Purchaser, the Trustee and The Bank of New York Mellon, as tender agent (the “Tender Agent”), any investment agreements related to the 2006 Series J-1 Bonds and all other security documents required by the Purchaser are hereinafter referred to collectively as the “Transaction Documents.”
3. **Representations, Warranties and Agreements.**

   (A) The Purchaser hereby represents that it is a Qualified Institutional Buyer (as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act")) and it is purchasing the 2006 Series J-1 Bonds for its own account and not with a present view to the resale or distribution thereof, in that it does not now intend to resell or otherwise dispose of all or any part of its interests in the 2006 Series J-1 Bonds; provided, however, that the Purchaser may assign, pledge as security, participate or transfer the 2006 Series J-1 Bonds only as provided for in Section 2.11 of the Supplemental Resolution. No official statement, offering memorandum or any other disclosure material will be circulated in connection with such a sale without the prior written consent of the Corporation. On the Closing Date, the Purchaser will deliver to the Corporation an Investor Letter substantially in the form attached to the Supplemental Resolution as Exhibit B.

   (B) The Corporation hereby represents and warrants to the Purchaser on the date hereof (and it shall be a condition of the obligation of the Purchaser to purchase and accept delivery of the 2006 Series J-1 Bonds that the Corporation shall so represent and warrant on the Closing Date) that:

   (i) The Corporation is a corporate governmental agency, constituting a public benefit corporation, organized and existing under the laws of the State of New York created by and pursuant to the New York City Housing Development Corporation Act, Article XII of the Private Housing Finance Law, constituting Chapter 44-b of the Consolidated Laws of the State of New York, as amended (the “Act”). The Corporation is authorized by the Act, in furtherance of the public purposes described in the Act, to engage in the transactions contemplated by each of the Transaction Documents to which it is a party.

   (ii) The Corporation has complied with all provisions of the Constitution and laws of the State of New York, including the Act, and has full power and authority to (i) adopt the Supplemental Resolution and convert the method of determining the interest rate on the 2006 Series J-1 Bonds to the Bank Rate, (ii) finance the 2006 Series J-1 Mortgage Loan, (iii) enter into each of the Transaction Documents to which the Corporation is a party and (iv) carry out and consummate the transactions contemplated by each of the Transaction Documents to which the Corporation is a party.

   (iii) The Corporation has duly authorized or will duly authorize prior to or concurrently with the Closing Date all necessary action to be taken by it for: (i) the adoption and delivery of the Supplemental Resolution; (ii) the mandatory tender and remarketing to the Purchaser of the 2006 Series J-1 Bonds upon the terms set forth in this Purchase Contract and in the Resolution; (iii) the financing of the 2006 Series J-1 Mortgage Loan; (iv) the due performance of the Resolution and the execution, delivery, receipt and due performance of the 2006 Series J-1 Bonds, each of the Transaction Documents to which the Corporation is a party and any and all such other agreements and documents as may be required to be executed, delivered and received by the Corporation in order to carry out, give effect to and consummate the transactions contemplated by each of the Transaction Documents to which the Corporation is a party; and (v) the
carrying out, giving effect to and consummation of the transactions contemplated by each of the Transaction Documents to which the Corporation is a party.

(iv) The Resolution has been duly adopted and this Purchase Contract has been duly authorized, executed and delivered, and each of the Resolution and this Purchase Contract constitutes a valid and binding agreement of the Corporation, enforceable in accordance with its terms, except as such enforcement may be limited by the rights and remedies of creditors or by general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

(v) There is no litigation or other proceeding of any nature now pending or threatened against or adversely affecting the Corporation of which the Corporation has notice or, to the Corporation's knowledge, any basis therefor, seeking to restrain or enjoin the conversion and remarketing to the Purchaser of the 2006 Series J-1 Bonds, or in any way contesting or affecting the validity of the 2006 Series J-1 Bonds, the Resolution, each of the other Transaction Documents to which the Corporation is a party or any proceedings of the Corporation taken with respect to the conversion and remarketing to the Purchaser of the 2006 Series J-1 Bonds, or the financing of the 2006 Series J-1 Mortgage Loan, or the pledge, collection or application of any moneys or security provided for the payment of the 2006 Series J-1 Bonds, or the existence, powers or operations of the Corporation, or challenging the exclusion of interest on the 2006 Series J-1 Bonds from gross income for Federal income tax purposes.

(vi) The adoption of the Supplemental Resolution, the execution and delivery of the 2006 Series J-1 Bonds, each of the other Transaction Documents to which the Corporation is a party and the other agreements contemplated by this Purchase Contract, and compliance with the provisions hereof and thereof, and the financing of the 2006 Series J-1 Mortgage Loan, do not and will not conflict with or constitute on the Corporation's part a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the Corporation is subject or by which the Corporation is or may be bound.

(vii) The Corporation is not in breach of or default under any applicable constitutional provision, law or administrative regulation or any applicable judgment or decree or any agreement, indenture, bond, note, resolution, mortgage, lease or other instrument to which the Corporation is a party or by which the Corporation otherwise is or may be bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute a default or an event of default under any such instrument, except where such breach or default does not or would not, as applicable, have a material adverse effect on (i) the properties, assets, operations, business or financial condition of the Corporation or (ii) the transactions contemplated by this Purchase Contract and the Resolution.

(viii) On or prior to the Closing Date, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction in the matter which are required for the due
authorization of, which would constitute a condition precedent to, or the absence of
which would materially adversely affect the due performance by the Corporation of its
obligations in connection with the transactions contemplated by this Purchase Contract
and the Resolution will have been duly obtained; and all authorizations, approvals,
licenses, permits, consents and orders of any governmental authority, legislative body,
board, agency or commission having jurisdiction in the matter which are required for the
due authorization of, which would constitute a condition precedent to, or the absence of
which would materially adversely affect the due performance by the Corporation of its
obligations under this Purchase Contract have been duly obtained or, where required for
future performance, are expected to be obtained.

(ix) The Corporation has not been notified of any listing or proposed listing by
the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage
certifications may not be relied upon.

It is understood that the representations, warranties and covenants made by the Corporation in
this Paragraph 3 and elsewhere in this Purchase Contract shall not create any general obligation
or liability on the part of the Corporation, and that any obligation or liability of the Corporation
hereunder or under the 2006 Series J-1 Bonds or the Resolution will be payable solely out of the
revenues and other income, charges and moneys derived by the Corporation from, or in
connection with, the Resolution or the remarketing to the Purchaser of the 2006 Series J-1
Bonds. Neither the Corporation nor any of the members thereof, nor any officer, agent or
employee thereof, shall be charged personally by the Purchaser with any liability, or held liable
to the Purchaser under any term or provision of this Purchase Contract, or because of its
execution or attempted execution, or because of any breach, or attempted or alleged breach,
thereof.

4. **Closing.** On the Closing Date, the Corporation will cause the Trustee or the
Tender Agent to deliver to the Purchaser the tendered Bonds, duly executed and authenticated, as
requested by the Purchaser, together with the other documents hereinafter mentioned, and the
Purchaser will accept such delivery and pay, or cause to be paid, the purchase price of the 2006
Series J-1 Bonds to the Trustee or the Tender Agent, as the case may be. Delivery and payment
as aforesaid shall be made at such place in New York as shall have been mutually agreed upon.
This payment and delivery, which is to be on [__________], or on such other date as shall have
been mutually agreed upon, is hereinbefore and hereinafter called the “Closing.” The 2006
Series J-1 Bonds shall be delivered as registered bonds registered in the name of the Purchaser in
authorized denominations equal to each Bond maturity or as otherwise specified by the
Purchaser. The 2006 Series J-1 Bonds shall be made available to the Purchaser at least one full
business day before Closing for purposes of inspection.

5. **Closing Conditions; Termination.** The Purchaser's obligations hereunder to
purchase and pay for the 2006 Series J-1 Bonds shall be subject to the performance by the
Corporation of its obligations to be performed hereunder at or prior to the Closing, the accuracy
in all material respects of the Corporation's representations and warranties contained herein and
the receipt by the Purchaser of the documents set forth in subparagraph (D) below at or prior to
the Closing and shall also be subject to the following conditions:
(A) At the time of the Closing, the Resolution shall be in full force and effect, and shall not have been amended, modified or supplemented except as may have been agreed to by the Purchaser;

(B) At the time of the Closing, all related official action of the Corporation shall be in full force and effect and shall not have been amended, modified or supplemented;

(C) At the time of the Closing, each of the other Transaction Documents shall be in full force and effect;

(D) At the time of the Closing, the following documents shall be delivered to the Corporation or the Purchaser, as the case may be:

   (i) A copy of the Resolution; a copy of the authorizing resolution of the Corporation with respect to the 2006 Series J-1 Bonds; and a certificate of an Authorized Officer of the Corporation, dated the Closing Date, that the Resolution has not been amended, modified, supplemented or repealed, except as may have been agreed to by the Purchaser, and is in full force and effect;

   (ii) (a) The opinion, dated as of the Closing Date, of Hawkins Delafield & Wood LLP, New York, New York, Bond Counsel to the Corporation, substantially in the form appended hereto as Exhibit B-1, together with a letter, dated as of the Closing Date, from Bond Counsel to the Corporation addressed to the Purchaser stating that the Purchaser may rely on such opinion as though it was addressed to the Purchaser, and a supplemental opinion, dated as of the Closing Date, substantially in the form appended hereto as Exhibit B-2; (b) the opinion, dated as of the Closing Date, of the General Counsel of the Corporation, substantially in the form appended hereto as Exhibit C; (c) the opinion, dated as of the Closing Date, of Hunton & Williams LLP, New York, New York, special counsel to the Corporation, substantially in form and substance acceptable to the Corporation; (d) the opinion, dated as of the Closing Date, of counsel to the Trustee, in form and substance acceptable to the Corporation and the Purchaser; and (e) the opinions, dated as of the Closing Date, of Bingham McCutchen LLP, New York, New York, special counsel to the Mortgagor, and of Edward S. Schulman, Esq., counsel to the Guarantor, each in form and substance acceptable to the Corporation and the Purchaser, and such other opinions as are deemed necessary by, and are in form and substance satisfactory to, the Corporation and the Purchaser;

   (iii) A certificate of an Authorized Officer of the Corporation, dated the Closing Date, to the effect that there is no litigation or other proceeding of any nature now pending or threatened against or adversely affecting the Corporation of which the Corporation has notice or, to the Corporation's knowledge, any basis therefor, seeking to restrain or enjoin the conversion and remarketing to the Purchaser of the 2006 Series J-1 Bonds, or in any way contesting or affecting the validity of the 2006 Series J-1 Bonds, the Resolution, this Purchase Contract or any proceedings of the Corporation taken with respect to the conversion and remarketing to the Purchaser of the 2006 Series J-1 Bonds, or the financing of the 2006 Series J-1 Mortgage Loan, or the pledge, collection or application of any moneys or security provided for the payment of the 2006 Series J-1 Bonds.
Bonds, or the existence, powers or operations of the Corporation, or challenging the exclusion of interest on the 2006 Series J-1 Bonds from gross income for Federal income tax purposes;

(iv) One or more certificates of an Authorized Officer of the Corporation, dated the Closing Date, to the effect that (a) the representations and warranties contained in Paragraph 3(B) hereof are true and correct as of the Closing Date, (b) on the basis of the facts, estimates and circumstances (including covenants of the Corporation) in existence on the Closing Date, which facts, estimates and circumstances shall be set forth therein, the Corporation confirms that (1) it is not expected that the proceeds of the 2006 Series J-1 Bonds will be used in a manner that would cause the 2006 Series J-1 Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended, and the regulations prescribed under or relating to that Section and (2) to the best of the knowledge and belief of such officer, there are no other facts, estimates or circumstances that would materially change such expectation, (c) the Corporation has complied with all the agreements and satisfied all the conditions, unless waived by the Purchaser, on its part to be performed or satisfied at or prior to the Closing Date under each of the Transaction Documents to which the Corporation is a party and (d) all consents, approvals and authorizations of governmental bodies required for the remarketing to the Purchaser of the 2006 Series J-1 Bonds by the Corporation have been obtained;

(v) An executed copy of any investment agreement related to the 2006 Series J-1 Bonds, if any, and any related opinions with respect to enforceability of any such investment agreement against the investment agreement provider;

(vi) Evidence of the giving of the requisite notices of tender of the 2006 Series J-1 Bonds;

(vii) The Investor Letter, dated the date hereof, substantially in the form attached to the Supplemental Resolution as Exhibit B, and a certificate of the Purchaser with respect to purchase price in form and substance satisfactory to both Bond Counsel to the Corporation and Special Counsel to the Purchaser;

(viii) A certificate of the Mortgagor and the Guarantor, dated the Closing Date, in form and substance satisfactory to the Corporation and the Purchaser to the effect that (a) the representations, warranties and covenants of the Mortgagor and the Guarantor contained in each of the Transaction Documents to which each is a party and contained in the Letter of Representation and Indemnity Agreement executed by the Mortgagor and the Guarantor, are true and correct in all material respects on and as of the Closing Date with the same effect as if made on Closing Date, (b) no litigation of any nature is now pending or, to the knowledge of the Mortgagor, threatened against and in any way adversely affecting the existence of the Mortgagor or the Guarantor, or involving the Project (other than litigation involving the Project that is covered by liability insurance), or seeking to restrain or enjoin the remarketing to the Purchaser of the 2006 Series J-1 Bonds, or the financing of the 2006 Series J-1 Mortgage Loan, or the [acquisition, construction or equipping] of the Project, or in any way contesting or affecting the
validity or enforceability of the 2006 Series J-1 Bonds or each of the Transaction Documents to which each of the Mortgagor and the Guarantor is a party or the Letter of Representation and Indemnity Agreement executed by the Mortgagor and the Guarantor, or any proceedings of the Mortgagor taken with respect to the execution or delivery thereof, or the application of any moneys or security provided for the payment of the 2006 Series J-1 Bonds, or contesting the existence, powers or authority of the Mortgagor or, to the extent applicable, the Guarantor, with respect to each of the Transaction Documents to which each is a party or with respect to the Letter of Representation and Indemnity Agreement executed by the Mortgagor or, to the extent applicable, the Guarantor, or, to the knowledge of the Mortgagor or the Guarantor, without independent inquiry, challenging the exclusion of interest on the 2006 Series J-1 Bonds from gross income for federal income tax purposes; and no litigation is pending or, to the knowledge of the Mortgagor, threatened in any court in any way affecting the Guarantor that could materially adversely affect the ability of the Guarantor to satisfy its obligations under the Letter of Representation and Indemnity Agreement executed by the Mortgagor and the Guarantor, any guaranty executed in connection with the Project or the Commitment and (c) the Mortgagor has complied with all the agreements and satisfied all the conditions on its part required to be performed or satisfied at or prior to the Closing Date under each of the Transaction Documents to which it is a party or with respect to the Letter of Representation and Indemnity Agreement executed by the Mortgagor and the Guarantor, and covering such other matters as may be requested by the Corporation and the Purchaser;

(ix) A copy of the executed Mortgage Purchase Agreement and either an opinion of in-house counsel of the Purchaser, dated the Closing Date, or a certificate of the Purchaser, dated the Closing Date, signed by a duly authorized officer, and in form and substance satisfactory to the Corporation and the Purchaser to the effect that (i) the Purchaser is a banking association duly organized and validly existing under the laws of the State of Georgia, (ii) [each of] the Mortgage Purchase Agreement [and the Servicing Agreement have/has] been duly authorized, executed and delivered by the Purchaser and constitutes the legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with its terms and (iii) the execution by the Purchaser of the Mortgage Purchase Agreement and the performance by the Purchaser of its obligations thereunder are within the Purchaser’s corporate power;

(x) Original or certified copies of each of the other Transaction Documents;

and

(xi) Such additional certificates, instruments, opinions and documents as Bond Counsel to the Corporation, Hawkins Delafield & Wood LLP, or Special Counsel to the Purchaser, Hunton & Williams LLP, may deem necessary or desirable to evidence the due authorization, execution and delivery of the 2006 Series J-1 Bonds.

All certificates, instruments, opinions and documents referred to above and any additional resolutions shall be in form and substance satisfactory to both Bond Counsel to the Corporation and Special Counsel to the Purchaser. If the obligations of the Purchaser shall be terminated for any reason permitted hereby, neither the Purchaser nor the Corporation shall be under further
obligation hereunder, except that the parties hereto shall pay the respective expenses referred to in Paragraph 9 hereof for which they are responsible. No closing condition listed in this Paragraph 5(D) may be waived by the Purchaser without the consent of the Corporation.

(E) The Purchaser may terminate this Purchase Contract by notification in writing to the Corporation if [at any time subsequent to the date hereof and] at the Closing:

(i) A committee of the House of Representatives or the Senate of the Congress of the United States shall have pending before it legislation (other than such legislation known as of the date hereof to be pending or to have been introduced), which legislation, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the Corporation or by any similar body or upon interest received on obligations of the general character of the 2006 Series J-1 Bonds which, in the Purchaser’s reasonable opinion, would materially adversely affect the market price of the 2006 Series J-1 Bonds were they offered to the public;

(ii) A tentative decision with respect to legislation (other than such legislation known as of the date hereof to be pending or to have been introduced) shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in, or be passed by the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, the Treasury Department of the United States or the Internal Revenue Service, or be enacted by the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States, or the Tax Court of the United States, shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which would result in the imposition of federal income taxation, upon revenues or other income of the general character to be derived by the Corporation or by any similar body or upon interest received on obligations of the general character of the 2006 Series J-1 Bonds which, in the Purchaser’s reasonable opinion, would materially adversely affect the market price of the 2006 Series J-1 Bonds were they offered to the public;

(iii) Any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency in the State of New York, or a decision by any court of competent jurisdiction within the State of New York shall be rendered which, in the Purchaser’s reasonable opinion, would materially adversely affect the market price of the 2006 Series J-1 Bonds were they offered to the public;

(iv) A stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the remarketing to the Purchaser of obligations of the general character of the 2006 Series J-1 Bonds, or the remarketing to the Purchaser of the 2006 Series J-1 Bonds, including all underlying
obligations, as contemplated hereby, is in violation or would be in violation of any provision of the federal securities laws, the Securities Act as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”) and as then in effect;

(v) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the 2006 Series J-1 Bonds, including all the underlying obligations, are not exempt from registration under or other requirements of the Securities Act as then in effect or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act as then in effect;

(vi) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(vii) A general suspension of trading in securities, or any material disruption in securities or clearance services, shall have occurred as a result of which, the delivery of the 2006 Series J-1 Bonds and the payment of the purchase price of the 2006 Series J-1 Bonds by the Purchaser cannot be completed as provided for in Paragraph 4 hereof;

(viii) A general banking moratorium shall have been established by federal or New York authorities or any material disruption in commercial banking operations shall have occurred, as a result of which, the delivery of the 2006 Series J-1 Bonds and the payment of the purchase price of the 2006 Series J-1 Bonds by the Purchaser cannot be completed as provided for in Paragraph 4 hereof; or

(ix) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated or any outbreak of hostilities, acts of terrorism, or other local, national or international calamity or crisis, shall have occurred that is not currently in existence or shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred or shall have escalated, which, in the Purchaser’s reasonable opinion, would materially adversely affect the market price of the 2006 Series J-1 Bonds were they offered to the public.

6. **Survival of Representations.** All representations and agreements in this Purchase Contract shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Purchaser and shall survive the delivery of the 2006 Series J-1 Bonds hereunder.

7. **Receipt for 2006 Series J-1 Bonds.** At the Closing, contemporaneously with the receipt of the 2006 Series J-1 Bonds, the Purchaser will deliver to the Corporation, the Trustee or the Tender Agent a receipt therefor, in form satisfactory to Bond Counsel to the Corporation.

8. **Financial Information.** The Corporation agrees to make available to the Purchaser, from time to time during the life of the outstanding Bonds, copies of each Annual
9. **Expenses.** (a) The Corporation shall pay all expenses incident to the performance of the Corporation's obligations hereunder, including but not limited to: (i) the cost of the preparation, printing, delivery and distribution of the Resolution and this Purchase Contract; (ii) the cost of the preparation, printing and delivery to the Purchaser of the 2006 Series J-1 Bonds; (iii) the fees and disbursements of Bond Counsel to the Corporation; and (iv) the fees and disbursements of the Trustee and the Tender Agent and counsel for the Trustee and the Tender Agent.

(b) The Purchaser shall pay or cause to be paid: (i) the fees and disbursements of Counsel to the Purchaser; and (ii) all other expenses incurred by it in connection with the purchase of the 2006 Series J-1 Bonds not described in subparagraph (a) above. Except as otherwise provided herein, the Corporation shall be under no obligation to pay any expenses incident to the performance of the obligations of the Purchaser hereunder.

10. **Liquidated Damages.** In the event that the Purchaser fails (other than for a reason permitted hereunder) to accept and pay for the 2006 Series J-1 Bonds on the Closing Date as herein provided, the Purchaser shall pay to the Corporation an amount equal to one percent (1%) of the principal amount of the 2006 Series J-1 Bonds (the "Agreed Amount") as and for full liquidated damages for such failure and for any defaults hereunder on the part of the Purchaser and, except as set forth in Paragraph 9 hereof (which expenses shall continue to be the responsibility of the respective parties), such amount shall constitute a full release and discharge of all claims and damages for such failure and for any and all such defaults, and the Corporation and the Purchaser shall have no further action for damages, specific performance or any other legal or equitable relief against the other party. The Purchaser and the Corporation understand that in such event the Corporation's actual damages may be greater or may be less than the Agreed Amount and may be difficult or impossible to ascertain. Accordingly, the Purchaser hereby waives any right to claim that the Corporation's actual damages are less than the Agreed Amount, and the Corporation's acceptance of this offer shall constitute a waiver of any right the Corporation may have to additional damages from the Purchaser.

11. **Notices.** Any notice to be given to the Corporation under this Purchase Contract may be given by delivering the same to the Corporation's office, as indicated above, and any such notice to be given to the Purchaser may be given by delivering the same to SunTrust Bank, [3333 Peachtree Street, Atlanta, Georgia 30326], Attention: [__________].

12. **Entire Agreement; Parties in Interest; Counterparts; Amendments.** The agreement herein set forth constitutes the entire agreement between the Corporation and the Purchaser and has been and is made solely for the benefit of the Corporation and the Purchaser (including the successors or assigns thereof other than any person who claims to be such successor or assign solely by reason of the purchase of the 2006 Series J-1 Bonds). No other person shall acquire or have any right under or by virtue of this Purchase Contract. This Purchase Contract supersedes all prior agreements and understandings between the parties. This Purchase Contract may be executed in any number of counterparts, and each of such counterparts
shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument. This Purchase Contract shall only be amended, supplemented or modified in a writing signed by both of the parties hereto.

13. **No Advisory or Fiduciary Role.** The Corporation acknowledges and agrees that (i) the remarketing to the Purchaser of the 2006 Series J-1 Bonds pursuant to this Purchase Contract is an arm’s-length commercial transaction between the Corporation and the Purchaser, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Purchaser is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Corporation, (iii) the Purchaser has not assumed an advisory or fiduciary responsibility in favor of the Corporation with respect to the transaction contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the Corporation on other matters) and the Purchaser has no obligation to the Corporation with respect to the transaction contemplated hereby except the obligations expressly set forth in this Purchase Contract and (iv) the Corporation has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

14. **Participation Interests in the 2006 Series J-1 Bonds and the Mortgage Purchase Agreement.** The Purchaser may sell a participation interest in the 2006 Series J-1 Bonds and the Mortgage Purchase Agreement only as provided for in Section 2.11 of the Supplemental Resolution.
15. **Governing Law.** This Purchase Contract shall be governed by and interpreted under the laws of the State of New York.

Very truly yours,

SUNTRUST BANK

By: ______________________
Name: 
Title: 

Accepted as of the date hereof:

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION

By: ______________________
Name: Ellen K. Duffy
Title: Senior Vice President for Debt Issuance and Finance

*(Remarketing Purchase Contract signature page)*
EXHIBIT A

[FORM OF LETTER OF REPRESENTATION AND INDEMNITY AGREEMENT]

SunTrust Bank
3333 Peachtree Street
Atlanta, Georgia 30326

New York City Housing
Development Corporation
110 William Street, 10th Floor
New York, New York 10038

Re: $100,000,000 New York City Housing Development Corporation
Multi-Family Housing Revenue Bonds, 2006 Series J-1 (the “Bonds”)

Ladies and Gentlemen:

We have delivered this letter to you today in connection with your execution of a
Remarking Purchase Contract (the “Purchase Contract”), dated [July ___, 2012], pursuant to
which the New York City Housing Development Corporation (the “Corporation”) has agreed to
remark the 2006 Series J-1 Bonds to SunTrust Bank (the “Purchaser”).

Unless otherwise defined in this letter, capitalized terms used herein which are
defined in the Purchase Contract shall have the respective meanings therein specified.

In order to induce you to enter into the Purchase Contract, and to remarket to the
Purchaser the 2006 Series J-1 Bonds as therein contemplated, the undersigned, AMP
Apartments, LLC, a Delaware limited liability company (the “Mortgagor”) and AvalonBay
Communities, Inc., a Maryland corporation (the “Guarantor”), hereby represent, warrant and
covenant to each of you at the date hereof, that:

(a) The Mortgagor is, and on the date of the Closing will be, duly organized,
validly existing and in good standing as a limited liability company in the State of Delaware.
The sole member of the Mortgagor is the Guarantor. The Guarantor is, and on the date of the
Closing will be, duly organized, validly existing and in good standing as a corporation in the
State of Maryland and duly qualified to conduct business in the State of New York. The
Mortgagor has the power and authority to own properties and to carry on its business as now
contemplated to be conducted. The Mortgagor has, and on the date of the Closing will have, full
legal right, power and authority to enter into each of the Transaction Documents to which it is a
party and this Letter of Representation and Indemnity Agreement (such Transaction Documents,
together with this Letter of Representation and Indemnity Agreement, being referred to herein
collectively as the “Mortgagor Documents”) and to consummate the transactions contemplated
by the Mortgagor Documents.
(b) As of the date hereof, the Mortgagor has duly authorized and approved the
execution and delivery of, and the performance by the Mortgagor of its obligations contained in,
this Letter of Representation and Indemnity Agreement, and as of the date of the Closing, the
Mortgagor will have duly authorized and approved the execution and delivery of, and the
performance by the Mortgagor of its obligations contained in, each of the other Mortgagor
Documents and the consummation by the Mortgagor of the transactions contemplated thereby.

(c) Neither the Mortgagor nor the Guarantor is in breach of or in default
under, or has received any notice of a breach of or default under, any law, administrative
regulation or ordinance applicable to it, or any applicable judgment or decree of any court having
jurisdiction, and, upon the remarketing to the Purchaser of the 2006 Series J-1 Bonds, neither the
Mortgagor nor the Guarantor will be in breach of or in default under any loan agreement, note,
bond, resolution, certificate or other agreement or instrument to which it is a party or is otherwise
subject; except, in any such case, where such breach or default shall not have, either alone or in
the aggregate, a material adverse effect on (i) the business, operations, properties or condition
(financial or other) of the Mortgagor or the Guarantor or (ii) the Mortgagor’s ability to perform
its obligations under the Mortgagor Documents or the Guarantor’s ability to perform its
obligations hereunder; the execution and delivery by the Mortgagor of the Mortgagor Documents
and the performance by the Mortgagor of its obligations hereunder will not conflict with or
constitute a breach of or default under any law or administrative regulation or any applicable
judgment or decree of any court having jurisdiction, or any provision of any organizational
document, loan agreement, note, bond, resolution, ordinance, certificate or other agreement or
instrument to which the Mortgagor is a party or otherwise subject; and the execution and
delivery by the Guarantor hereof and of any Guaranty and the performance by the Guarantor of
its obligations hereunder or under any Guaranty will not conflict with or constitute a breach of or
default under any law or administrative regulation or any applicable judgment or decree of any
court having jurisdiction, or any provision of any organizational document, loan agreement, note,
bond, resolution, ordinance, certificate or other agreement or instrument to which the Mortgagor
or the Guarantor is a party or otherwise subject.

(d) Except as set forth in the Mortgagor Documents or as already obtained,
there are no approvals, consents or orders of any governmental authority, board, agency or
commission having jurisdiction which would constitute a condition precedent to the performance
by the Mortgagor of its obligations under the Mortgagor Documents; and, except as set forth in
the Mortgagor Documents or as already obtained, there are no approvals, consents or orders of
any governmental authority, board, agency or commission having jurisdiction which would
constitute a condition precedent to the performance by the Guarantor of its obligations hereunder
or under each Guaranty; nor, except as set forth in the Mortgagor Documents, has the Mortgagor
or the Guarantor received notice of the necessity of any such approval, consent or order.

(e) Each of the Mortgagor Documents, when executed and delivered by the
Mortgagor and the other respective parties thereto, if any, will constitute a legal, valid and
binding obligation of the Mortgagor enforceable in accordance with its terms except as
enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other
similar laws affecting the enforcement of creditors’ rights generally or by general principles of
equity; each Guaranty, when executed and delivered by the Guarantor, will constitute a legal,
valid and binding obligation of the Guarantor enforceable in accordance with its terms except as

enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors’ rights generally or by general principles of equity; and this Letter of Representation and Indemnity Agreement, when executed and delivered by the Guarantor and the Mortgagor, will constitute a legal, valid and binding obligation of the Guarantor enforceable in accordance with its terms except as enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors’ rights generally or by general principles of equity.

(f) No litigation of any nature is pending or, to the knowledge of the Mortgagor, threatened against, in any way adversely affecting the existence of the Mortgagor or the Guarantor, involving the Project, or seeking to restrain or enjoin the remarketing to the Purchaser of the 2006 Series J-1 Bonds, or the financing of the 2006 Series J-1 Mortgage Loan, or the [acquisition, construction or equipping] of the Project, or in any way contesting or affecting the validity or enforceability of the 2006 Series J-1 Bonds or the Mortgagor Documents or any proceedings of the Mortgagor taken with respect to the remarketing, execution or delivery thereof, or the application of any moneys or security provided for the payment of the 2006 Series J-1 Bonds, or contesting the existence, powers or authority of the Mortgagor with respect to the Mortgagor Documents or, to the knowledge of the Mortgagor or the Guarantor, without independent inquiry, challenging the exclusion of interest on the 2006 Series J-1 Bonds from gross income for federal income tax purposes; and no litigation is pending or, to the knowledge of the Mortgagor or the Guarantor, threatened in any court in any way affecting the Guarantor that could materially adversely affect its ability to satisfy its obligations under each Guaranty, this Letter of Representation and Indemnity Agreement or the Commitment.

(g) The Mortgagor will not take or omit to take any action which action or omission will in any way cause the interest on the 2006 Series J-1 Bonds to be included in gross income for federal income tax purposes.

To the extent it may legally do so, each of the Mortgagor and the Guarantor (each an “Indemnitor”) jointly and severally, absolutely and unconditionally, agrees to indemnify and hold harmless the Corporation, the Purchaser and each person, if any, who controls the Purchaser and each of the respective officers, members, partners and employees and agents of each of the foregoing (collectively, the “Indemnified Parties”) against any and all losses, claims, damages and liabilities arising out of (a) any breach by any Indemnitor of the representations and warranties contained in this Letter of Representation and Indemnity Agreement or (b) any action or failure to take action on the part of the Mortgagor or within control of the Mortgagor (unless such action or failure to take action is at the direction of the Corporation) with respect to the proceeds of the 2006 Series J-1 Bonds or the Project which adversely affects the exclusion from gross income of interest on the 2006 Series J-1 Bonds under Section 103(a) of the Internal Revenue Code of 1986, as amended.

In case any claims shall be made or action brought against any Indemnified Party based upon the aforesaid, in respect of which indemnity may be sought against any Indemnitor or Indemnitors, such Indemnified Party shall promptly notify such Indemnitor, in writing, setting forth the particulars of such claim or action, and such Indemnitor shall assume the defense thereof including the employment of counsel (who shall be reasonably satisfactory to the Indemnified Party). Any Indemnified Party shall have the right to employ separate counsel in
any such action or proceeding and to participate in the defense thereof, but such Indemnitor shall not be required to pay the fees and expenses of such separate counsel unless the counsel is employed with the written approval and consent of such Indemnitor; provided however, if single counsel, who is representing an Indemnified Party and an Indemnitor hereunder, shall have concluded in good faith that a conflict of interest exists between or among any one or more of such parties and such Indemnitor, such parties shall have the right to retain separate counsel and to participate in the defense of any such action on its own behalf, and all costs and expenses incurred by each such party shall be borne by such Indemnitor; and further provided, if such single counsel shall have concluded in good faith that a conflict of interest exists between or among any two or more of the Indemnified Parties, each such party, with respect to which such a conflict exists, shall have the right to retain separate counsel and to participate in the defense of any such action on its own behalf, and all costs and expenses incurred by each such party shall be borne by such Indemnitor; provided that any such parties who do not have a conflict with each other shall be represented by the same counsel. If separate counsel are employed as described above, such Indemnitor and any such party agree to cooperate as may reasonably be required in order to ensure the proper and adequate defense of any such action, suit or proceeding, including, but not limited to, making available to each other, and their counsel and accountants, all books and records relating to such action, suit or proceeding, but if any such counsel reasonably determines that the rendering of such assistance will adversely affect the defense of its client, such counsel shall not be required to comply with the terms of this sentence. Notwithstanding the foregoing, each counsel selected by any Indemnified Party due to the existence of a conflict of interest as provided above shall be permitted to participate in the defense of such action provided that counsel selected by such Indemnitor shall be lead counsel ("Lead Counsel") with respect to such defense and shall (except to the extent of a conflict of interest) control such defense. It is the intent of the Indemnified Parties and each Indemnitor that any separate counsel representing any Indemnified Party use its reasonable efforts to avoid duplication of legal work undertaken by Lead Counsel to reduce fees and costs which may be due hereunder. The Indemnified Parties shall approve the terms of any settlement which affects the Indemnified Parties, except that such Indemnitor shall have the sole right to approve the amount of any financial settlement. Each Indemnitor agrees that it shall not (i) settle any claims wherein the settlement of such claims would contain an admission of fault, guilt or wrongdoing on the part of any Indemnified Party, without the prior written consent of such Indemnified Party, or (ii) except in the case of a settlement, refrain from the appeal of any decision which is adverse to any Indemnified Party, without the consent of such Indemnified Party.

If the indemnification provided for in this Letter of Representation and Indemnity Agreement is unavailable or insufficient to hold harmless an Indemnified Party under the second preceding paragraph, then the Indemnitors, jointly and severally, shall contribute to the amount paid or payable by such Indemnified Party as a result of the losses, claims, damages or liabilities referred to in the second preceding paragraph (i) in such proportion as is appropriate to reflect the relative benefits received by the Indemnitors, jointly and severally, on the one hand and the Purchaser and/or the Corporation, as the case may be, on the other from the remarketing to the Purchaser of the 2006 Series J-1 Bonds or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Indemnitors, jointly and severally, on the one hand and the Purchaser and/or the Corporation, as the case may be, on the
other which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Indemnitors on the one hand and the Purchaser and/or the Corporation, as the case may be, on the other shall be deemed to be in the same proportion as the total gross proceeds from the remarketing to the Purchaser of the 2006 Series J-1 Bonds (the benefit deemed received by the Indemnitors) bear to $[_____] (the benefit deemed received by the Purchaser and/or the Corporation, as the case may be). The amount paid by an Indemnified Party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this paragraph shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any action or claim which is the subject of this paragraph. Notwithstanding the provisions of this paragraph, the Purchaser and/or the Corporation, as the case may be, shall not be required to contribute any amount in excess of $[_____]. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act of 1933, as amended) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party under this paragraph, notify such party from whom contribution may be sought, but the omission to so notify such party shall not relieve the party from whom contribution may be sought from any other obligation it may have hereunder or otherwise than under this paragraph. Nothing in this paragraph shall create an implication that the Indemnitors' liability provided for in this paragraph shall be any greater than that provided for in the second preceding paragraph, assuming the provisions described in such paragraph were held to be enforceable.

This Letter of Representation and Indemnity Agreement is made solely for the benefit of the signatories hereto (including the successors or assigns of the Purchaser and the Corporation) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements in this Letter of Representation and Indemnity Agreement shall survive the delivery of the 2006 Series J-1 Bonds.
Kindly confirm your acceptance of this Letter of Representation and Indemnity Agreement by signing and returning to the undersigned a duplicate hereof.

Very truly yours,

AMP APARTMENTS, LLC,
a Delaware limited liability company

By: AvalonBay Communities, Inc.,
a Maryland corporation,
it's sole member

By: ____________________________
    Name: Joanne M. Lockridge
    Title: Senior Vice President

By: AVALONBAY COMMUNITIES, INC.,
a Maryland corporation, as Guarantor

By: ____________________________
    Name: Joanne M. Lockridge
    Title: Senior Vice President

Accepted and confirmed as of the date first above written.

SUNTRUST BANK

By: ____________________________
    Name: 
    Title:

NEW YORK CITY HOUSING
DEVELOPMENT CORPORATION

By: ____________________________
    Name: Ellen K. Duffy
    Title: Senior Vice President for
            Debt Issuance and Finance
NEW YORK CITY HOUSING
DEVELOPMENT CORPORATION
110 William Street
New York, New York 10038

Ladies and Gentlemen:

We are bond counsel to the New York City Housing Development Corporation (the "Corporation"), a corporate governmental agency, constituting a public benefit corporation, created and existing under and pursuant to the New York City Housing Development Corporation Act, Article XII of the Private Housing Finance Law (Chapter 44-b of the Consolidated Laws of New York), as amended (the "Act"). On December 21, 2006, we rendered our approving opinion with respect to the issuance by the Corporation of its Multi-Family Housing Revenue Bonds, 2006 Series J-1, in the original aggregate principal amount of $100,000,000 (the "2006 Series J-1 Bonds"). The 2006 Series J-1 Bonds were issued under and pursuant to the Act, the Multi-Family Housing Revenue Bonds Bond Resolution of the Corporation, adopted July 27, 1993, as amended (the "General Resolution"), and the Eighty-First Supplemental Resolution Authorizing the Issuance of Multi-Family Housing Revenue Bonds, 2006 Series J-1 of the Corporation, adopted December 8, 2006 (the "Supplemental Resolution"; the General Resolution and the Supplemental Resolution collectively referred to as the "Resolution"). Unless otherwise defined in this opinion, all capitalized terms used herein shall have the meanings ascribed thereto in the Resolution.

The Corporation has adopted the Second Amended and Restated Eighty-First Supplemental Resolution Authorizing the Issuance of Multi-Family Housing Revenue Bonds, 2006 Series J-1 (the "Second Amended and Restated Supplemental Resolution"), amending and restating the Supplemental Resolution, which, by its terms, is effective on the date hereof. For Federal income tax purposes, the Outstanding 2006 Series J-1 Bonds are treated as being reissued on the date hereof and, as reissued, the 2006 Series J-1 Bonds are hereinafter referred to as the "Reissued Bonds."

We are of the opinion that,

1. The Second Amended and Restated Supplemental Resolution has been duly adopted by the Corporation, is in full force and effect, and is valid and binding upon the Corporation and enforceable in accordance with its terms.

2. Under existing statutes and court decisions, (i) interest on the Reissued Bonds is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), except that no opinion is expressed as to such exclusion of interest on any Reissued Bond for any period during which such Reissued Bond is held by a person who, within the meaning of Section 147(a) of the Code,
is a "substantial user" of the facilities financed with the proceeds of the Reissued Bonds or a "related person," and (ii) interest on the Reissued Bonds, however, is treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code. In rendering this opinion, we have relied on certain representations, certifications of fact, and statements of reasonable expectations made by the Corporation, the Mortgagor (as defined in the Resolution) and others, in connection with the Reissued Bonds, and have assumed compliance by the Corporation and the Mortgagor with certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest on the Reissued Bonds from gross income under Section 103 of the Code.

On December 21, 2006, we rendered our opinion that, under existing statutes, interest on the 2006 Series J-1 Bonds is exempt from personal income taxes imposed by the State of New York or any political subdivision thereof (including The City of New York).

We express no opinion regarding any other Federal tax consequences with respect to the Reissued Bonds. We are rendering this opinion under existing statutes and court decisions as of the date hereof, and assume no obligation to update this opinion after the date hereof to reflect any future action, fact or circumstance, or change in law or interpretation, or otherwise. We express no opinion on the effect of any action hereafter taken or not taken in reliance upon an opinion of other counsel on the exclusion from gross income for Federal income tax purposes of interest on the Reissued Bonds.

Very truly yours,
NEW YORK CITY HOUSING DEVELOPMENT CORPORATION
110 William Street
New York, New York 10038

SUNTRUST BANK,
as Purchaser named in the
Remarketing Purchase Contract,
dated [July __, 2012], with
the New York City Housing Development Corporation

Ladies and Gentlemen:

We are Bond Counsel to the New York City Housing Development Corporation (the “Corporation”) and are this day rendering our opinion (the “Opinion”) relating to the reissuance, for Federal income tax purposes, of the Corporation’s $100,000,000 aggregate principal amount of Multi-Family Housing Revenue Bonds, 2006 Series J-1 (the “Bonds”), authorized by the “Multi-Family Housing Revenue Bonds Bond Resolution” adopted by the Corporation on July 27, 1993, as amended (the “General Resolution”), and the “Eighty-First Supplemental Resolution Authorizing the Issuance of Multi-Family Housing Revenue Bonds, 2006 Series J-1” adopted by the Corporation on December 8, 2006 (as amended and restated by the Second Amended and Restated Eighty-First Supplemental Resolution Authorizing the Issuance of Multi-Family Housing Revenue Bonds, 2006 Series J-1 adopted by the Members of the Corporation on __________), the “Supplemental Resolution”; the General Resolution and the Supplemental Resolution collectively referred to as the “Resolution”). The Opinion is being rendered in connection with the remarketing of the 2006 Series J-1 Bonds to SunTrust Bank, as the purchaser named in the Remarketing Purchase Contract dated [July __, 2012], with the Corporation (the “Purchase Contract”).

In connection with the rendering of the Opinion, we have reviewed records of the acts taken by the Corporation in connection with the remarketing of the 2006 Series J-1 Bonds, including a record of proceedings of the Corporation relating to the authorization, execution and delivery of the Purchase Contract and were present at various meetings in connection therewith.

We are of the opinion that the Purchase Contract has been duly authorized, executed and delivered by, and constitutes a binding agreement of, the Corporation.

Very truly yours,
This opinion is being rendered to you in connection with the delivery of $100,000,000 aggregate principal amount of Multi-Family Housing Revenue Bonds, 2006 Series J-1 (the “Bonds”) of the New York City Housing Development Corporation (the “Corporation”) pursuant to Paragraph 5(D)(ii)(b) of the Remarketing Purchase Contract, dated [July ___, 2012] (the “Purchase Contract”), between the Corporation and SunTrust Bank, as the purchaser named therein (the “Purchaser”), relating to the remarketing to the Purchaser of the 2006 Series J-1 Bonds. The 2006 Series J-1 Bonds are being remarketed pursuant to a resolution entitled “Multi-Family Housing Revenue Bonds Bond Resolution” adopted by the Corporation on July 27, 1993, as amended (the “General Resolution”), and the “Eighty-First Supplemental Resolution Authorizing the Issuance of Multi-Family Housing Revenue Bonds, 2006 Series J-1” adopted by the Corporation on December 8, 2006 (as amended and restated by the Second Amended and Restated Eighty-First Supplemental Resolution Authorizing the Issuance of Multi-Family Housing Revenue Bonds, 2006 Series J-1 adopted by the Members of the Corporation on [________], the “Supplemental Resolution”; “the General Resolution and the Supplemental Resolution collectively referred to as the “Resolution”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Contract.

I am General Counsel to the Corporation and have acted as such in connection with the remarketing to the Purchaser of the 2006 Series J-1 Bonds. In such capacity, I am generally familiar with the affairs of the Corporation and have examined and am familiar with the New York City Housing Development Corporation Act, Article XII of the Private Housing Finance Law, as amended (the “Act”), and the By-Laws and official records of the Corporation.

In connection with the foregoing, I have examined such documents, corporate records, certificates, matters of law and opinions as I have considered necessary and relevant as a basis for the opinions herein stated. Based upon the foregoing, it is my opinion that:

(a) The Corporation has been duly created and established and now exists as a corporate governmental agency, constituting a public benefit corporation, organized and existing under the laws of the State of New York with full power and authority to remarket to the Purchaser the 2006 Series J-1 Bonds and to enter into the Purchase Contract. The Corporation has full power and authority to enter into, carry out and give effect to the transactions in its control contemplated by the Purchase Contract and the Resolution.

(b) The Purchase Contract, the Mortgage Purchase Agreement, the Regulatory Agreement and the Servicing Agreement have been duly authorized, executed and delivered and
each constitutes a valid and binding agreement of the Corporation, enforceable in accordance with its terms, except as such enforcement may be limited by the rights and remedies of creditors or by general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

(c) No litigation or other proceeding of any nature is now pending or threatened against or adversely affecting the Corporation or of which the Corporation has notice or, to my knowledge, is there any basis therefor, seeking to restrain or enjoin the conversion and remarketing to the Purchaser of the 2006 Series J-1 Bonds, or in any way contesting or affecting the validity of the 2006 Series J-1 Bonds, the Resolution, the Purchase Contract or any proceedings of the Corporation taken with respect to the conversion and remarketing to the Purchaser of the 2006 Series J-1 Bonds, or the financing of the 2006 Series J-1 Mortgage Loan, or the pledge, collection or application of any moneys or security provided for the payment of the 2006 Series J-1 Bonds, or the existence, powers or operations of the Corporation.

(f) The Corporation is not in breach of or default under any applicable constitutional provision, law or administrative regulation, including the Act, or any applicable judgment or decree or any agreement, indenture, bond, note, resolution, mortgage, lease or other instrument to which the Corporation is a party or by which the Corporation otherwise is or may be bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute a default or an event of default under any such instrument, except where such breach or default does not or would not, as applicable, have a material adverse effect on (i) the properties, assets, operations, business or financial condition of the Corporation or (ii) the transactions contemplated by the Purchase Contract and the Resolution.

(g) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction in the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Corporation of its obligations in connection with the conversion and remarketing to the Purchaser of the 2006 Series J-1 Bonds under the Resolution and the Purchase Contract have been duly obtained; and all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction in the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Corporation of its obligations under the Purchase Contract have been duly obtained or, where required for future performance, are expected to be obtained.

This opinion is furnished by me as General Counsel to the Corporation and is solely for your benefit. This opinion is not to be used, circulated, quoted or otherwise referred to or relied upon, in whole or in part, for any other purpose or by any other person except that reference may be made to this opinion in the Purchase Contract and any list of closing documents pertaining to the remarketing to the Purchaser of the 2006 Series J-1 Bonds.

Very truly yours,

C-2