BOND PURCHASE AGREEMENT

$[_________]
NEW YORK CITY HOUSING DEVELOPMENT CORPORATION
Multi-Family Mortgage Revenue Bonds
(City Point – Tower One), 2013 Series A

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

Ladies and Gentlemen:

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

1. Purchase and Sale. (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 from you, and you hereby agree to sell to the Purchaser, all (but not less than all) of $[_________] principal amount of New York City Housing Development Corporation Multi-Family Mortgage Revenue Bonds (City Point – Tower One), 2013 Series A (the “Bonds”).

   (b) The Purchaser’s offer contained in this Agreement 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 as of the hereinafter defined Closing Date, executed by Albee Tower I Owners LLC, a Delaware limited liability company (the “Mortgagor”), and [_________] (the “Guarantor”).

2. The Bonds. The Bonds will be described in, and will be issued and secured under and pursuant to, a resolution entitled “Multi-Family Mortgage Revenue Bonds (City Point – Tower One) Bond Resolution” adopted by the Members of the Corporation on [_________] (the “Resolution”).

   The purchase price of the Bonds shall be payable by the Purchaser to [_________], as trustee (the “Trustee”) under the Resolution, for the account of the Corporation. The purchase price for the Bonds will be one hundred percent (100%) of the aggregate principal amount of the Bonds. Subject to the terms and conditions hereof, the date of issuance and delivery of the Bonds will be [_________] (the “Closing Date”).
The Bonds are being issued to finance a portion of a mortgage loan (the “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 development to be located at 7 DeKalb Avenue in the Borough of Brooklyn, City and State of New York (the “Project”) and (ii) certain other costs related thereto.

The obligations of the Mortgagor with respect to the Mortgage Loan will be evidenced by the Construction Loan Mortgage Note and the Project Loan Mortgage Note issued in connection therewith (collectively, the “Mortgage Note”) and will be secured by, among other things, a Construction 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”) (collectively with the Mortgage Note and all other documents evidencing, securing or otherwise relating to the Mortgage Loan (other than the Loan Agreement (defined below)), the “Mortgage Documents”).

In connection with the financing of the Project, the Corporation, the Mortgagor and [_________] will enter into [an Amended and Restated] Building and Project Loan Agreement (the “Loan Agreement”), dated as of [_________], and the Corporation, the Mortgagor and [_________] will enter into an Amended and Restated Regulatory Agreement (the “Regulatory Agreement”), dated as of [_________]. In addition, the Corporation, the Mortgagor and the Guarantor are parties to the Amended and Restated Construction and Project Financing Commitment and Agreement (the “Commitment” and, together with the Regulatory Agreement, the “Corporation Documents”), dated as of [_________].

The Corporation, the Purchaser, the Mortgagor and the Trustee will enter into a Mortgage Purchase Agreement (the “Mortgage Purchase Agreement”), dated as of [_________], whereby the Purchaser, as obligor under the Mortgage Purchase Agreement, will provide security for the Mortgage Loan through its agreement to purchase the Mortgage Note and the Mortgage upon the terms and conditions contained therein. As partial security for the obligations of the Mortgagor under the Loan Agreement, the Guarantor will deliver to the Corporation certain guarantees (each a “Guaranty”), each to be dated as of [_________], pursuant to which the Guarantor will guaranty completion of construction of the Project and certain other obligations of the Mortgagor.

The Bonds are special revenue obligations of the Corporation payable solely from the revenues and assets pledged therefor pursuant to the Resolution.

Initially, the Bonds shall bear interest at the Index Rate (as defined in the Resolution). The Bonds shall mature, shall be subject to redemption, mandatory tender and defeasance, all as described in the Resolution.

This Agreement, the Resolution, the Mortgage Documents, the Loan Agreement, the Corporation Documents, the Mortgage Purchase Agreement 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 bank, national bank, trust company, savings bank, savings and loan association, or any wholly-owned subsidiary thereof, as such terms are used in Section 23-c(3) of the Act, that is also 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 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 Bonds; provided, however, that the Purchaser may transfer, participate or pledge as security the Bonds only as permitted in the Resolution. No official statement, offering memorandum or any other disclosure material will be circulated in connection with such transfer, participation or pledge 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 hereto 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 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 Resolution and issue, sell and deliver the Bonds to the Purchaser, (ii) finance the 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 Resolution providing for the issuance of and security for the Bonds and appointing the Trustee under the Resolution; (ii) the issuance, sale and delivery of the Bonds upon the terms set forth in this Agreement and in the Resolution; (iii) the financing of the Mortgage Loan; (iv) the due performance of the Resolution and the execution, delivery, receipt and due performance of the 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 Agreement has been duly authorized, executed and delivered, and each of the Resolution and this Agreement 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 issuance, sale, execution and delivery of the Bonds, or in any way contesting or affecting the validity of the 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 issuance and sale of the Bonds, or the financing of the Mortgage Loan, or the pledge, collection or application of any moneys or security provided for the payment of the Bonds, or the existence, powers or operations of the Corporation.

(vi) The adoption of the Resolution, the execution and delivery of the Bonds, each of the other Transaction Documents to which the Corporation is a party and the other agreements contemplated by this Agreement, and compliance with the provisions hereof and thereof, and the financing of the 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 Agreement 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 Agreement 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 Agreement 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(B) and elsewhere in this Agreement 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 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, the Loan Agreement or the sale of the 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 Agreement, 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 deliver or cause to be delivered to the Purchaser the Bonds, in definitive form, duly executed and authenticated, as requested by the Purchaser, together with the other documents hereinabove mentioned, and the Purchaser will accept such delivery and pay the purchase price of the Bonds in “Federal Funds” to the order of “New York City Housing Development Corporation”. 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 Bonds shall be delivered as registered bonds registered in the name of Cede & Co. in authorized denominations equal to each such Bond maturity or as otherwise specified by the Purchaser. The Bonds shall be made available to the Purchaser at least one (1) full business day before Closing for purposes of inspection and establishment of the book-entry system for the Bonds.

5. **Closing Conditions; Termination.** The Purchaser’s obligations hereunder to purchase and pay for the 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 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 unqualified approving opinion with respect to the Bonds, 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 C-1 (the "Bond Counsel Approving Opinion"), 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 C-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 D; (c) the opinion, dated as of the Closing Date, of Jones Day, New York, New York, special counsel to the Corporation, in form and substance acceptable to the Corporation and the Purchaser; (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 opinion, dated as of the Closing Date, of Cannon Heyman & Weiss, LLP, Albany, New York, special counsel to the Mortgagor, in form and substance acceptable to the Corporation and the Purchaser, and such other opinions with respect to the member of the Mortgagor and with respect to the Guarantor 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 issuance, sale, execution and delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds, the Resolution, this Agreement or any proceedings of the Corporation taken with respect to the issuance and sale of the Bonds, or the financing of the Mortgage Loan, or the pledge, collection or application of any moneys or security provided for the payment of the Bonds, or the existence, powers or operations of the Corporation;

(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 Bonds will be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the
“Code”), 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 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 due authorization, execution, issuance and delivery of the Bonds by the Corporation have been obtained;

(v) A certificate of an Authorized Officer of the Corporation, dated the Closing Date, to the effect that the Corporation has satisfied the conditions set forth in clauses (1) through (4) of Section 4.2 of the Resolution;

(vi) Evidence of (a) the approval of the sale of the Bonds and the terms of such sale by the Comptroller of The City of New York and (b) the approval of the Mayor with respect to the Bonds pursuant to Section 147(f) of the Code;

(vii) The Investor Letter, dated the date hereof, substantially in the form attached hereto as Exhibit B, and a certificate of the Purchaser with respect to issue 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, 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 the Closing Date, (b) no litigation of any nature is now pending or, to the knowledge of the Mortgagor or its member, threatened against and in any way adversely affecting the existence of the Mortgagor, its member or the Guarantor, involving the Project in any material respect, or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, or the financing of the Mortgage Loan, or the acquisition, construction or equipping of the Project, or in any way contesting or affecting the validity or enforceability of the Bonds or each of the Transaction Documents to which the Mortgagor 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 sale, execution or delivery thereof, or the application of any moneys or security provided for the payment of the Bonds, or contesting the existence, powers or authority of the Mortgagor with respect to each of the Transaction Documents to which the Mortgagor is a party or with respect to the Letter of Representation and Indemnity Agreement executed by the Mortgagor and the Guarantor or, to the knowledge of the Mortgagor, its member or the Guarantor, without independent inquiry, challenging the exclusion of interest on the Bonds from gross income for federal income tax purposes; and no litigation is pending or, to the knowledge of the Mortgagor or its member 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, the Letter of Representation and Indemnity Agreement executed by the Mortgagor and the Guarantor or the Commitment, and (c) the Mortgagor has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date, and covering such other matters as may be requested by the Corporation and the Purchaser;

(ix) A copy of the executed Mortgage Purchase Agreement;

(x) Original or certified copies of each of the 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, Jones Day, may deem necessary or desirable to evidence the due authorization, execution and delivery of the 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 Agreement 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 Bonds which, in the Purchaser’s reasonable opinion, would materially adversely affect the market price of the 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 Bonds which, in the Purchaser's reasonable opinion, would materially adversely affect the market price of the 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 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 sale, offering or issuance of obligations of the general character of the Bonds, or the sale, offering or issuance of the 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 Bonds, including all 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 Bonds and the payment of the purchase price of the 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 Bonds and the payment of the purchase price of the 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 Bonds were they offered to the public.

6. **Survival of Representations.** All representations and agreements in this Agreement 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 Bonds hereunder.

7. **Receipt for Bonds.** At the Closing, contemporaneously with the receipt of the Bonds, the Purchaser will deliver to the Corporation 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 Report, if any, issued by the Corporation. Annual Reports of the Corporation can be found at http://www.nychdc.com.

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 Agreement; (ii) the cost of the preparation, printing and delivery to the Purchaser of the Bonds; (iii) the fees and disbursements of Bond Counsel to the Corporation; and (iv) the fees and disbursements of the Trustee and counsel for the Trustee.

(b) The Purchaser shall pay or cause to be paid: (i) the fees and disbursements of Special Counsel to the Purchaser; and (ii) all other expenses incurred by it in connection with the purchase of the 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.** (a) If the Corporation shall be unable to satisfy the conditions to the obligation of the Purchaser to accept delivery of and to pay for the Bonds in accordance with this Agreement (unless such conditions shall be waived by the Purchaser), or if the obligation of the Purchaser to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Purchaser nor the Corporation shall be under any further obligation hereunder, except that the respective obligations of the Corporation and the Purchaser set forth in Paragraph 9 hereof shall continue in full force and effect.

(b) In the event that the Purchaser fails (other than for a reason permitted hereunder) to accept and pay for the Bonds as herein provided, the Purchaser shall pay to the Corporation an amount equal to $[_________] 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 such 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 such 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 Agreement 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 Wells Fargo Bank, National Association, [__________].

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 Bonds). No other person shall acquire or have any right under or by virtue of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties. This Agreement 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 Agreement 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 purchase and sale to the Purchaser of the Bonds pursuant to this Agreement 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 Agreement and (iv) the Corporation has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

14. No Liability. Neither the Corporation nor any of its members, officers or employees shall be subject to any liability or accountability by reason of the Corporation's or the Purchaser's inability to rely on the Bond Counsel Approving Opinion in accordance with its terms.
15. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of New York.

Very truly yours,

WELLS FARGO BANK,
NATIONAL ASSOCIATION

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

*(Bond Purchase Agreement signature page)*
FORM OF LETTER OF REPRESENTATION AND INDEMNITY AGREEMENT

Wells Fargo Bank, National Association

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

Re: $[_____] New York City Housing Development Corporation Multi-Family Mortgage Revenue Bonds (City Point – Tower One), 2013 Series A (the “Bonds”)

Ladies and Gentlemen:

We have delivered this letter to you today in connection with your execution of a Bond Purchase Agreement (the “Agreement”), dated [______], pursuant to which the New York City Housing Development Corporation (the “Corporation”) has agreed to sell the Bonds to Wells Fargo Bank, National Association (the “Purchaser”).

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

In order to induce you to enter into the Agreement, and to make the sale of the Bonds therein contemplated, the undersigned, Albee Tower I Owners LLC, a Delaware limited liability company (the “Mortgagor”), hereby represents, warrants and covenants 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 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 Closing Date 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’s Documents”) and to consummate the transactions contemplated by the Mortgagor’s Documents; and of [______] (the “Guarantor”) is a limited liability company duly organized, validly existing and subsisting under the laws of the State of [New York] with full legal right, power and authority to execute and deliver each Guaranty to which it is a party and this Letter of Representation and Indemnity Agreement;
(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 Closing Date, 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's Documents and the consummation by the Mortgagor of the transactions contemplated thereby;

(c) Neither the Mortgagor nor its member 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 issuance of the Bonds, neither the Mortgagor nor its member 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 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 its member or (ii) the Mortgagor's ability to perform its obligations under the Mortgagor's Documents or the Guarantor's ability to perform its obligations hereunder; the execution and delivery by the Mortgagor of the Mortgagor's 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 or its member 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 its member or the Guarantor is a party or otherwise subject;

(d) Except as set forth in the Mortgagor's Documents, 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's Documents; and 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 any Guaranty; nor has the Mortgagor or the Guarantor received notice of the necessity of any such approval, consent or order;

(e) Each of the Mortgagor's Documents, when executed and delivered by the Mortgagor and the other respective parties thereto, 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 other respective parties thereto, 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 or its member, threatened against and in any way adversely affecting the existence of the Mortgagor, its member or the Guarantor, involving the Project in any material respect, or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, or the financing of the Mortgage Loan, or the acquisition, construction or equipping of the Project, or in any way contesting or affecting the validity or enforceability of the Bonds or the Mortgagor’s Documents, or any proceedings of the Mortgagor taken with respect to the sale, execution or delivery thereof, or the application of any moneys or security provided for the payment of the Bonds, or contesting the existence, powers or authority of the Mortgagor with respect to the Mortgagor’s Documents or, to the knowledge of the Mortgagor, its member or the Guarantor, without independent inquiry, challenging the exclusion of interest on the Bonds from gross income for federal income tax purposes; and no litigation is pending or, to the knowledge of the Mortgagor or its member 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; and

(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 Bonds to be included in gross income for federal income tax purposes.

Neither the Corporation nor any of its members, officers or employees shall be subject to any liability or accountability by reason of the Corporation’s or the Purchaser’s inability to rely on the approving opinion of Hawkins Delafeld & Wood LLP, Bond Counsel to the Corporation, dated [_______] (the “Bond Counsel Approving Opinion”), in accordance with its terms.

To the extent it may legally do so, each of the Mortgagor and the Guarantor (each an “Indemnitee”) 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 Indemnitee of the representations and warranties contained in this Letter of Representation and Indemnity Agreement, (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 Bonds or the Project which adversely affects the exclusion from gross income of interest on the Bonds under Section 103(a) of the Internal Revenue Code of 1986, as amended, (c) 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) which adversely affects the validity of the Bonds, or (d) 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) which prevents any Indemnified Party from relying on the Bond Counsel Approving Opinion in accordance with its terms.

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 Indemnitories, 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

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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 issuance and sale of the 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 sale of the 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 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,

ALBEE TOWER I OWNERS LLC

By: __________________________
    Name: ______________________
    Title: ________________________

Accepted and confirmed as of the date first above written.

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: __________________________
    Name: ______________________
    Title: ________________________

NEW YORK CITY HOUSING
DEVELOPMENT CORPORATION

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

Agreed to and accepted by the undersigned additional Indemnitor:

[_________]  
By: [_________],
    its [_________]

By: __________________________
    Name: ______________________
    Title: ________________________
EXHIBIT B

FORM OF INVESTOR LETTER

[_________]

New York City Housing Development Corporation
110 William Street
New York, New York 10038

Re: New York City Housing Development Corporation
Multi-Family Mortgage Revenue Bonds
(City Point - Tower One), 2013 Series A (the “Bonds”)

The undersigned, on behalf of the purchaser (the “Purchaser”) of the above-referenced Bonds, issued pursuant to the Multi-Family Mortgage Revenue Bonds (City Point - Tower One) Bond Resolution, adopted by the New York City Housing Development Corporation (the “Corporation”) on [_________] (the “Resolution”), hereby represents that:

1. The Purchaser has authority to purchase the Bonds and to execute this Investor Letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds. The undersigned is a duly appointed, qualified and acting officer of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this Investor Letter on behalf of the Purchaser.

2. The Purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risk and merits of the investment represented by the Bonds. The Purchaser is able to bear the economic risks of such investment.

3. The Purchaser acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and the Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Corporation, the Mortgagor, the Project, the use of proceeds of the Bonds and the Bonds and the security therefor so that, as a reasonable investor, the Purchaser has been able to make its decision to purchase the Bonds. The Purchaser acknowledges that it has not relied upon the Corporation for any information in connection with the Purchaser’s purchase of the Bonds and that no offering document or other offering material has been prepared or will be prepared by or on behalf of the Corporation in connection with the Purchaser’s purchase of the Bonds.

4. The Purchaser is a bank, national bank, trust company, savings bank, savings and loan association, or any wholly-owned subsidiary thereof, as such terms are used in Section 23-c(3) of the Act, that is also a Qualified Institutional Buyer as defined in Rule 144A of the Securities Act of 1933, as amended, that is purchasing all of the 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 Bonds; provided, however, that the Purchaser may transfer, participate or pledge as security the Bonds only as permitted in the Resolution.

5. The Purchaser acknowledges that the sale of the Bonds to it is being made in reliance on its representations contained in this Investor Letter.

6. The Purchaser acknowledges that (a) the Bonds are special obligations of the New York City Housing Development Corporation, a corporate governmental agency, constituting a public benefit corporation, organized and existing under the laws of the State of New York, (b) the Bonds are not a debt of the State of New York or The City of New York, and neither the State of New York nor The City of New York shall be liable thereon, nor shall the Bonds be payable out of any funds other than those of the Corporation pledged therefor, and (c) the Corporation has no taxing power.

7. The Purchaser will provide the Corporation with a draft of any offering document or other offering material to be provided to any Permitted Transferee of the Bonds, and the Corporation shall have the right to approve any description of the Corporation and the Bonds therein (which approval shall not be unreasonably withheld).

8. The Purchaser acknowledges that, upon the occurrence of a Mortgage Purchase Agreement Default, the Bonds shall be deemed paid, cancelled and no longer Outstanding.

9. The Purchaser acknowledges that any payment of principal or Redemption Price of and/or interest on the Bonds, other than a Required Actual Payment, may be deemed paid although not actually paid, as described in the Resolution.

10. Neither the Corporation nor any of its members, officers or employees shall be subject to any liability or accountability by reason of the Corporation's or the Purchaser’s inability to rely on the approving opinion of Hawkins Delafield & Wood LLP, Bond Counsel to the Corporation, dated [______], in accordance with its terms.

Capitalized terms used herein and not otherwise defined have the meanings given such terms in Resolution.

IN WITNESS WHEREOF, WELLS FARGO BANK, NATIONAL ASSOCIATION has caused this certificate to be executed by the undersigned authorized officer this [____] day of [______].

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: ____________________________
    Name: ________________________
    Title: _________________________

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

Ladies and Gentlemen:

We have examined a record of proceedings relating to the issuance of Multi-Family Mortgage Revenue Bonds (City Point – Tower One), 2013 Series A in the aggregate principal amount of $[________] (the “2013 Bonds”), which are being issued on the date hereof, of 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”). The 2013 Series A Bonds (other than the Currently Delivered 2013 Series A Bonds) are to be issued on one or more subsequent delivery dates (each, a “Subsequent Delivery Date”).

The 2013 Bonds are authorized to be issued pursuant to the Act and the Multi-Family Mortgage Revenue Bonds (City Point – Tower One) Bond Resolution of the Corporation, adopted on [________] (herein called the “Resolution”). The 2013 Bonds are being issued for the purpose of financing a portion of the Mortgage Loan (as such term is defined in the Resolution).

The 2013 Bonds are dated, mature, are payable, bear interest and are subject to redemption and tender as provided in the Resolution.

The Corporation is authorized to issue other Bonds (as defined in the Resolution), in addition to the 2013 Bonds, for the purposes and upon the terms and conditions set forth in the Resolution, and such Bonds, when issued, shall, with the 2013 Bonds theretofore and thereafter issued and with all other such Bonds theretofore issued, be entitled to the equal benefit, protection and security of the provisions, covenants and agreements of the Resolution.

We have not examined nor are we passing upon matters relating to the real and personal property referred to in the Mortgage, nor are we passing upon the Loan Agreement, the Mortgage or the other Mortgage Documents (as such terms are defined in the Resolution). In rendering this opinion, we have assumed the validity and enforceability of the Loan Agreement, the Mortgage and the other Mortgage Documents.

Upon the basis of the foregoing, we are of the opinion that:

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1. The Corporation has been duly created and validly exists as a corporate governmental agency, constituting a public benefit corporation, under and pursuant to the laws of the State of New York (including the Act), and has good right and lawful authority, among other things, to finance the Mortgage Loan, to provide sufficient funds therefor by the adoption of the Resolution and the issuance and sale of the 2013 Bonds, and to perform its obligations under the terms and conditions of the Resolution, including financing the Mortgage Loan, as covenanted in the Resolution.

2. The 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.

3. The 2013 Bonds have been duly authorized, sold and issued by the Corporation in accordance with the Resolution and the laws of the State of New York (the "State"), including the Act.

4. The 2013 Bonds are valid and legally binding special revenue obligations of the Corporation payable solely from the revenues, funds or moneys pledged for the payment thereof pursuant to the Resolution, are enforceable in accordance with their terms and the terms of the Resolution, and are entitled to the equal benefit, protection and security of the provisions, covenants and agreements of the Resolution.

5. The 2013 Bonds are secured by a pledge in the manner and to the extent set forth in the Resolution. The Resolution creates the valid pledge of and lien on the Revenues (as defined in the Resolution) relating to the Mortgage Loan and all the Accounts (other than the Rebate Fund) established by the Resolution and moneys and securities therein, which the Resolution purports to create, subject only to the provisions of the Resolution permitting the use and application thereof for or to the purposes and on the terms and conditions set forth in the Resolution.

6. Pursuant to the Resolution, the Corporation has validly covenanted in the manner and to the extent provided in the Resolution, among other things, to finance the Mortgage Loan, subject to the requirements of the Resolution with respect thereto.

7. The 2013 Bonds are not a debt of the State or The City of New York and neither is liable thereon, nor shall the 2013 Bonds be payable out of any funds of the Corporation other than those of the Corporation pledged for the payment thereof.

8. Under existing statutes and court decisions, (i) interest on the 2013 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 2013 Bond for any period during which such 2013 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 2013 Bonds or a "related person," and (ii) interest on the 2013 Bonds is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code and is not included in adjusted current earnings of corporations for purposes of calculating the alternative minimum.
tax. 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 2013 Bonds, and we 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 2013 Bonds from gross income under Section 103 of the Code. In addition, under existing statutes, interest on the 2013 Bonds is exempt from personal income taxes imposed by the State or any political subdivision thereof (including The City of New York).

We express no opinion regarding any other Federal, state or local tax consequences with respect to the 2013 Bonds; nor do we express any opinion regarding any Federal, state or local tax consequences with respect to any payment of interest on any 2013 Bond (a) with amounts made available therefor by the Purchaser (as defined in the Resolution), or (b) on and after the first date (if any) on which all or a portion of any payment of interest on such 2013 Bond is deemed paid pursuant to the terms of the Resolution but is not actually paid 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. We render our opinion under existing statutes and court decisions as of the issue date, and we assume no obligation to update our opinion after the issue date 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 2013 Bonds, or the exemption from personal income taxes of interest on the 2013 Bonds under state and local tax law.

In rendering this opinion, we are advising you that the enforceability of rights and remedies with respect to the 2013 Bonds and the Resolution may be limited by bankruptcy, insolvency and other laws affecting creditors’ rights or remedies heretofore or hereafter enacted and is subject to the general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

We have examined an executed 2013 Bond and in our opinion the form of said Bond and its execution are regular and proper.

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

WELLS FARGO BANK, NATIONAL ASSOCIATION
as the Purchaser named in the Bond
Purchase Agreement, dated
[__________], 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 final approving opinion (the "Opinion") relating to the authorization and issuance of the Corporation’s Multi-Family Mortgage Revenue Bonds (City Point – Tower One), 2013 Series A in the aggregate principal amount of $[__________] (the “2013 Bonds”), which are being issued on the date hereof, authorized by the "Multi-Family Mortgage Revenue Bonds (City Point – Tower One) Bond Resolution" adopted by the Corporation on [__________] (the "Resolution"). The Opinion is being rendered in connection with the delivery, on the date hereof, of the 2013 B Bonds to Wells Fargo Bank, National Association, as the Purchaser named in the Bond Purchase Agreement dated February [__________] with the Corporation (the “Bond Purchase Agreement”).

In connection with the rendering of the Opinion, we have reviewed records of the acts taken by the Corporation in connection with the authorization, sale and issuance of the 2013 Bonds, including a record of proceedings of the Corporation relating to the authorization, execution and delivery of the Bond Purchase Agreement and were present at various meetings in connection therewith.

We are of the opinion that:

1. The Bond Purchase Agreement has been duly authorized, executed and delivered by, and constitutes a binding agreement of, the Corporation.

2. The 2013 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

Very truly yours,

C-2-1
WELLS FARGO BANK,
NATIONAL ASSOCIATION

[_________]

Ladies and Gentlemen:

This opinion is being rendered to you in connection with the authorization and issuance of New York City Housing Development Corporation Multi-Family Mortgage Revenue Bonds (City Point – Tower One), 2013 Series A in the aggregate principal amount of $[_________] (the “Bonds”) of the New York City Housing Development Corporation (the “Corporation”) pursuant to Paragraph 5(D)(ii)(b) of the Bond Purchase Agreement, dated [_________] (the “Agreement”), between the Corporation and Wells Fargo Bank, National Association, as the purchaser named therein (the “Purchaser”), relating to the sale and issuance of the Bonds. The Bonds are being issued pursuant to a resolution entitled “Multi-Family Mortgage Revenue Bonds (City Point – Tower One) Bond Resolution” adopted by the Corporation on [_________] (the “Resolution”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Agreement.

I am General Counsel to the Corporation and have acted as such in connection with the sale and issuance of the 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 authorize, sell and issue the Bonds and to enter into the Agreement. The Corporation has full power and authority to enter into, carry out and give effect to the transactions in its control contemplated by the Agreement and the Resolution.

(b) The Agreement, the Mortgage Purchase Agreement, the Regulatory Agreement and the Loan 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 of which the Corporation has notice or, to my knowledge, is there any basis therefor, seeking to restrain or enjoin the issuance, sale, execution and delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds, the Resolution, each of the Transaction Documents to which the Corporation is a party or any proceedings of the Corporation taken with respect to the issuance and sale of the Bonds, or the financing of the Mortgage Loan, or the pledge, collection or application of any moneys or security provided for the payment of the 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 Agreement 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 sale and issuance of the Bonds under the Resolution and the Agreement 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 Agreement 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 Agreement and any list of closing documents pertaining to the sale, issuance and delivery of the Bonds.

Very truly yours,