

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Refunding Revenue Bonds, Series 2014A (the "Series 2014A Bonds"), the Refunding Revenue Bonds, Series 2014B1 (the "Series 2014B1 Bonds") and the Refunding Revenue Bonds, Series 2014B2 (the "Series 2014B2 Bonds", together with the Series 2014A Bonds and the Series 2014B1 Bonds, the "Series 2014 Bonds"), is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. In the further opinion of Bond Counsel, interest on the Series 2014 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel is also of the opinion that interest on the Series 2014 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). Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Series 2014 Bonds. See "TAX MATTERS" herein.



THE TRUST FOR CULTURAL RESOURCES OF THE CITY OF NEW YORK

\$49,775,000 Refunding Revenue Bonds, Series 2014A (American Museum of Natural History) (Fixed Rate)
\$50,225,000 Refunding Revenue Bonds, Series 2014B1 (American Museum of Natural History) (Flexible Rate Mode)
\$49,490,000 Refunding Revenue Bonds, Series 2014B2 (American Museum of Natural History) (Flexible Rate Mode)

Dated: Date of Delivery

Due: as shown on the inside cover page

The Series 2014 Bonds will be issued and secured under the Revenue Bond Resolution, adopted by The Trust for Cultural Resources of The City of New York (the "Trust") on April 22, 2008, as supplemented by the Series 2014 Resolutions, adopted by the Trust on May 6, 2014. Pursuant to a Loan Agreement (the "Loan Agreement"), dated as of June 1, 2008, as amended, by and between the Trust and the American Museum of Natural History (the "Museum"), the proceeds of the Series 2014 Bonds will be loaned to the Museum and applied as described herein under "PLAN OF REFUNDING".

The Series 2014 Bonds are not a debt of the State of New York or The City of New York or any other municipality, and neither the State of New York, The City of New York nor any other municipality shall be liable on the Series 2014 Bonds. The Trust has no taxing powers.

The Series 2014 Bonds are issuable only as fully registered bonds without coupons. The Series 2014 Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository ("Securities Depository") of the Series 2014 Bonds. Purchases of beneficial interests in the Series 2014A Bonds will be made in book-entry form in denominations of \$5,000 and any integral multiple thereof. Purchases of beneficial interests in Series 2014B1 Bonds and Series 2014B2 Bonds (collectively, the "Series 2014B Bonds") will be made in book-entry form in denominations of \$100,000 and any integral multiples of \$5,000 in excess thereof. Purchasers will not receive certificates representing their ownership interest in the Series 2014 Bonds purchased. The principal of and interest on the Series 2014 Bonds are payable by the Trustee, The Bank of New York Mellon, to the Securities Depository, which is to remit such principal and interest to its Participants (as defined herein), which are to remit such principal and interest to the Beneficial Owners (as defined herein) of the Series 2014 Bonds, as described herein. Interest on the Series 2014A Bonds is payable at the rates specified on the inside cover hereof on January 1 and July 1, commencing January 1, 2015. The Series 2014B Bonds will initially bear interest at a variable SIFMA Flexible Rate (as defined herein), which is equal to the sum of (a) SIFMA (as defined herein) calculated for each Index Rate Accrual Period (as defined herein); and (b) the Index Spread (as defined herein) applicable for the related Flexible Rate Period (as defined herein), all determined as described herein.

The Series 2014 Bonds are limited obligations of the Trust payable exclusively from the Trust Estate (as herein defined) and payments made to the Trust by the Museum pursuant to the Loan Agreement, which revenues and payments are pledged under the Resolution, as more fully described herein. The Museum is obligated under the Loan Agreement to make payments sufficient to pay the principal of and interest on the Series 2014 Bonds. The Museum's obligation to make payments under the Loan Agreement is a general, unsecured obligation of the Museum as more fully described herein. Neither the Series 2014 Bonds nor any of the Museum's obligations under the Loan Agreement are secured by the collections or exhibits of the Museum or by a pledge of or mortgage on any specific assets or property of the Museum.

The Series 2014 Bonds mature as shown on the inside cover page hereof.

The Series 2014 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity, and purchase in lieu of optional redemption, as more fully described herein. See "DESCRIPTION OF THE SERIES 2014 BONDS - Redemption" herein.

This Official Statement has been prepared for use in connection with the initial offering of the Series 2014 Bonds. It is not intended to provide any information relating to any other Series of Bonds. This Official Statement describes the Series 2014B Bonds while they bear interest at the SIFMA Flexible Rate and the LIBOR Flexible Rate (as defined herein) only. The Series 2014 Resolution sets forth several methods (each being referred to herein as a "Mode") of determining the interest rate on the Series 2014B Bonds. There are significant differences in the terms of the Series 2014B Bonds while they bear interest at rates other than the SIFMA Flexible Rate or the LIBOR Flexible Rate. This Official Statement is not intended to provide information with respect to Series 2014B Bonds bearing interest at rates other than the SIFMA Flexible Rate and the LIBOR Flexible Rate. Owners and prospective owners of the Series 2014B Bonds should not rely on this Official Statement for information in connection with any change in the Mode applicable to Series 2014B Bonds other than to a SIFMA Flexible Rate or a LIBOR Flexible Rate, but should refer solely to the offering document to be used in connection with any such change in Mode.

The Series 2014 Bonds are offered for delivery when, as and if issued by the Trust and received by the Underwriters, subject to prior sale, to withdrawal or modification of the offer without notice, and to the approval of legality by Orrick, Herrington & Sutcliffe LLP, New York, New York, Bond Counsel. Certain legal matters will be passed upon for the Museum by its General Counsel, Gerald Singer, Esq., for the Trust by its counsel, Bryant Rabbino LLP, New York, New York and for the Underwriters by their counsel, Hawkins Delafield & Wood LLP, New York, New York. It is expected that the Series 2014 Bonds will be available for delivery in New York, New York through the book-entry procedures of DTC on or about June 5, 2014.

Series 2014A Underwriters

MORGAN STANLEY BOFA MERRILL LYNCH J.P. MORGAN US BANCORP WELLS FARGO SECURITIES

Series 2014B1 Underwriters

WELLS FARGO SECURITIES MORGAN STANLEY

Series 2014B2 Underwriter

MORGAN STANLEY

THE TRUST FOR CULTURAL RESOURCES OF THE CITY OF NEW YORK

\$49,775,000 Refunding Revenue Bonds, Series 2014A (American Museum of Natural History) (Fixed Rate)

Maturity Date (July 1)	Principal Amount	CUSIP No.[†]	Interest Rate	Yield
2031	\$3,765,000	649717SR7	5.0%	3.170%
2032	4,835,000	649717SS5	5.0	3.240
2033	5,080,000	649717ST3	5.0	3.310
2034	5,340,000	649717SU0	5.0	3.370

\$13,295,000 5.0% Term Bonds due July 1, 2037 Priced to Yield 3.500%^{††} CUSIP No.[†] 649717SV8
\$17,460,000 5.0% Term Bonds due July 1, 2041 Priced to Yield 3.590%^{††} CUSIP No.[†] 649717SW6

Long-Term Ratings Moody's/S&P: Aa3/AA

\$99,715,000 Refunding Revenue Bonds, Series 2014B (American Museum of Natural History) (Flexible Rate Mode)

	\$50,225,000 Series 2014B1	\$49,490,000 Series 2014B2
Maturity Date:	April 1, 2044	April 1, 2044
Initial Interest Rate Mode:	SIFMA Flexible Rate	SIFMA Flexible Rate
Price:	100%	100%
Interest Payment Date:	First Business Day of each calendar month, commencing July 1, 2014	First Business Day of each calendar month, commencing July 1, 2014
Initial Index Spread:	0.01%	0.01%
Initial Scheduled Mandatory Tender Date:	March 2, 2015 (270 days)	December 2, 2014 (180 days)
Initial Call Protection Date:	December 2, 2014	September 3, 2014
Call Protection Standard Date:	90 days prior to Scheduled Mandatory Tender Date	90 days prior to Scheduled Mandatory Tender Date
Remarketing Agent:	Wells Fargo Securities, LLC	Morgan Stanley & Co. LLC
Short-Term Ratings Moody's/S&P:	VMIG1/A-1+	VMIG1/A-1+
Long-Term Ratings Moody's/S&P:	Aa3/AA	Aa3/AA
CUSIP No.[†]:	649717SX4	649717SQ9

[†] CUSIP numbers have been assigned by Standard & Poor's CUSIP Service Bureau, a division of the McGraw-Hill Companies, Inc. and are included solely for the convenience of the Bondholders of the Series 2014 Bonds. Neither the Trust nor the Museum is responsible for the selection or use of these CUSIP numbers, and no representation is made as to their correctness on the Series 2014 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2014 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2014 Bonds.

^{††} Priced at the stated yield to the July 1, 2024 optional redemption date at a redemption price of 100%.

TABLE OF CONTENTS

	<u>Page</u>		<u>Page</u>
INTRODUCTORY STATEMENT	1	Purchase in Lieu of Optional Redemption	24
General	1	Notice and Effect of Redemption	24
Authority for Issuance	1	BOOK-ENTRY ONLY SYSTEM	24
Purpose of Financing	1	Securities Depository	24
The Trust	2	SECURITY FOR THE SERIES 2014 BONDS	26
The Museum	2	General	26
Security for the Series 2014 Bonds	2	Additional Bonds	27
Additional Bonds	3	Loan Agreement Payment Obligation	28
Interest on the Series 2014 Bonds	3	Debt Service Requirements	29
THE TRUST FOR CULTURAL RESOURCES OF THE		CERTAIN INVESTMENT CONSIDERATIONS AND	
CITY OF NEW YORK	4	RISK FACTORS	30
Organization and Membership	4	Revenue and Expense	30
Powers of the Trust	6	Damage or Destruction of the Museum	30
Operations of the Trust	7	Matters Relating to Enforceability	30
Other Financings of the Trust	7	Tax Exemption for the Series 2014 Bonds	31
PLAN OF REFUNDING	7	Basis of Ratings	31
SOURCES AND USES OF FUNDS	7	Secondary Markets and Prices	31
DESCRIPTION OF THE SERIES 2014 BONDS	8	Refinancing and Related Risks	31
General – Series 2014A Bonds	8	TAX MATTERS	31
General – Series 2014B Bonds	8	LITIGATION	33
Master Notes for Series 2014B Bonds	10	CONTINUING DISCLOSURE INFORMATION	34
Calculation of Interest for Series 2014B Bonds	10	VERIFICATION	34
Determination of SIFMA Flexible Rates and		UNDERWRITING	35
Adjustment to SIFMA Flexible Rate Period	10	REMARKETING AGENTS	36
Determination of LIBOR Flexible Rates and		RATINGS	36
Adjustments to LIBOR Flexible Rate Periods	11	LEGAL MATTERS	37
Duration of Flexible Rate Periods	12	LEGAL INVESTMENTS	37
Mandatory Tender for Purchase of Series 2014B		INDEPENDENT AUDITORS	37
Bonds	13	MISCELLANEOUS	38
Purchase of Series 2014B Bonds	14		
Remarketing and Purchase of Series 2014B Bonds in		APPENDIX A - The American Museum of Natural History	A-1
Connection with Scheduled Mandatory Tenders	15	APPENDIX B - The American Museum of Natural History	
Remarketing and Purchase of Series 2014B Bonds in		Consolidated Financial Statements	B-1
Connection with Unscheduled Mandatory Tenders	17	APPENDIX C - Definitions of Certain Terms	C-1
Changes in Mode	19	APPENDIX D - Summary of Certain Provisions of the	
Mandatory Purchase of Series 2014B Bonds	20	Resolution	D-1
Undelivered Bonds	20	APPENDIX E - Summary of Certain Provisions of the	
Refinancing and Related Risks	20	Loan Agreement	E-1
Disclosure Concerning Remarketing of Series 2014B		APPENDIX F - Form of Opinion of Bond Counsel	F-1
Bonds	21	APPENDIX G - Proposed Form of Continuing Disclosure	
Redemption	22	Agreement	G-1
Right of New York State to Require Redemption of the			
Series 2014 Bonds	23		
Selection of Bonds to be Redeemed; Credits Against			
Sinking Fund Installments	23		

No dealer, broker, salesperson or other person has been authorized by the Trust, the Museum or the Underwriters to give any information or to make any representations with respect to the Series 2014 Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2014 Bonds in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information contained herein has been obtained by the Trust from the Museum, The Depository Trust Company and other sources which are believed to be reliable, but is not guaranteed as to accuracy or completeness, and such information is not to be construed to be the representation of the Trust or the Underwriters. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the parties referred to above since the date hereof. References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this final official statement for purposes of, and as that term is defined in, SEC Rule 15c2-12.

This Official Statement contains statements which, to the extent they are not recitations of historical fact, constitute "forward looking statements." If and when included in this Official Statement, the words "expects," "forecasts," "projects," "intends," "anticipates," "estimates," "will" and analogous expressions are intended to identify forward-looking statements and any such statements inherently are subject to a variety of risks and uncertainties that could cause actual results to differ materially from those projected. Such risks and uncertainties include, among others, general economic and business conditions, changes in political, social and economic conditions, regulatory initiatives and compliance with governmental regulations, litigation and various other events, conditions and circumstances, many of which are beyond the control of the Trust and the Museum. These forward-looking statements speak only as of the date of this Official Statement. The Trust and the Museum disclaim any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any change in the Trust's or the Museum's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

THE UNDERWRITERS HAVE PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT: THE UNDERWRITERS HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH AND AS PART OF THEIR RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITERS DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2014 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE SERIES 2014A BONDS TO CERTAIN DEALERS AND CERTAIN DEALER BANKS AND BANKS AND OTHERS ACTING AS AGENTS AT PRICES LOWER THAN THE OFFERING PRICE STATED ON THE COVER PAGE HEREOF, AND SAID OFFERING PRICE MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT.

THE TRUST FOR CULTURAL RESOURCES OF THE CITY OF NEW YORK

\$49,775,000 Refunding Revenue Bonds, Series 2014A (American Museum of Natural History) (Fixed Rate)

\$50,225,000 Refunding Revenue Bonds, Series 2014B1 (American Museum of Natural History) (Flexible Rate Mode)

\$49,490,000 Refunding Revenue Bonds, Series 2014B2 (American Museum of Natural History) (Flexible Rate Mode)

INTRODUCTORY STATEMENT

General

The purpose of this Official Statement is to provide certain information concerning Refunding Revenue Bonds, Series 2014A, Series 2014B1 and Series 2014B2 (American Museum of Natural History) in the principal amounts shown above (collectively, the “Series 2014 Bonds”) to be issued by The Trust for Cultural Resources of The City of New York (the “Trust”) for the purpose of refunding the Trust’s (i) Refunding Revenue Bonds, Series 2004A (American Museum of Natural History) (the “Refunded Series 2004 Bonds”), (ii) Refunding Revenue Bonds, Series 2008B1 (American Museum of Natural History) (the “Refunded Series 2008B1 Bonds”) and (iii) Refunding Revenue Bonds, Series 2008B2 (American Museum of Natural History) (the “Refunded Series 2008B2 Bonds”, and, together with the Refunded Series 2008B1 Bonds, the “Refunded Series 2008 Bonds”, and together with the Refunded Series 2004 Bonds, the “Refunded Bonds”). The Refunded Bonds were originally issued to finance a portion of the costs incurred for the acquisition, construction, expansion, improvement and rehabilitation of facilities operated by the American Museum of Natural History (“AMNH” or the “Museum”). Capitalized terms used in this Official Statement and not otherwise defined herein have the respective meanings set forth in “APPENDIX C — Definitions of Certain Terms”.

Authority for Issuance

The Series 2014 Bonds are authorized to be issued pursuant to the New York State Cultural Resources Act, Articles 20 and 21 of the New York Arts and Cultural Affairs Law (collectively, the “Act”). The Series 2014 Bonds are to be issued by the Trust under and pursuant to the Revenue Bond Resolution adopted by the Trust on April 22, 2008 (the “General Resolution”), as heretofore amended and supplemented and as amended and supplemented by the Series 2014A Resolution and the Series 2014B Resolution (collectively, the “Series 2014 Resolutions”), each adopted by the Trust on May 6, 2014. Such Resolutions are collectively referred to herein as the “Resolution”.

There is currently \$186,615,000 principal amount of bonds (the “Outstanding Bonds”) issued and outstanding under the General Resolution and related Series Resolutions, including the Refunded Series 2008 Bonds. The Series 2014 Bonds will be secured under the Resolution on a parity basis with such Outstanding Bonds and any additional bonds that are issued in accordance with the terms and conditions of the Resolution (hereafter the “Additional Bonds”). The Series 2014 Bonds, together with the Outstanding Bonds and any Additional Bonds are collectively referred to herein as the “Bonds”. In addition, the Trust issued other tax-exempt bonds for the Museum under a General Resolution dated April 30, 1991 (the “1991 General Resolution”), currently consisting solely of the Refunded Series 2004 Bonds in an aggregate outstanding principal amount of approximately \$79,360,000. The Refunded Series 2004 Bonds are expected to be redeemed with the proceeds of the Series 2014 Bonds and equity to be provided by the Museum. Following the redemption of all Refunded Series 2004 Bonds, the 1991 General Resolution will be terminated.

Purpose of Financing

The proceeds of the Series 2014 Bonds will be used by the Trust to make a loan to the Museum pursuant to a Loan Agreement, dated as of June 1, 2008, by and between the Trust and the Museum, as

amended in connection with the issuance of the Series 2014 Bonds (the “Loan Agreement”), to: (i) refund the Refunded Bonds as more fully described herein under “PLAN OF REFUNDING”; and (ii) pay a portion of the expenses of the Trust and the Museum incurred in connection with the issuance of the Series 2014 Bonds.

The Museum is obligated under the Loan Agreement to make certain payments to the Trust at such times and in such amounts as will be sufficient to enable the Trust to pay the principal of, redemption premium (if any) and interest on the Bonds and, if applicable, to make certain additional payments at such times and in such amounts to pay the purchase price of the Bonds required to be purchased under the Resolution, including the Series 2014 Bonds (but only to the extent, as hereinafter described, certain other monies are not available therefor), and certain administrative costs in connection with such Bonds. All right, title and interest of the Trust in and to the Loan Payments has been assigned and pledged under the Resolution to The Bank of New York Mellon, New York, New York (the “Trustee” and the “Paying Agent”) for the benefit of the owners of all Bonds issued under the Resolution. The agreement of the Museum to make the Loan Payments and Additional Payments (as defined in APPENDIX C hereto) under the Loan Agreement constitutes a general, unsecured obligation of the Museum. See “SECURITY FOR THE SERIES 2014 BONDS”.

The Trust

The Act provides for the creation of trusts for cultural resources which will promote the expansion, improvement and rehabilitation of facilities used for cultural, recreational and educational activities. The Trust was established in 1976 pursuant to the Act to assist participating cultural institutions in The City of New York (the “City”) with the development of their unused and underutilized real property. The Trust is a corporate governmental agency and a public benefit corporation constituting a political subdivision of the State of New York (the “State”). The Trust is managed by a board of trustees consisting of nine members, six of whom are appointed by the Mayor of the City and three of whom serve *ex officio*. The Trust is empowered to make loans to participating cultural institutions to develop their cultural facilities located in the City and is empowered to develop combined-use facilities for certain participating cultural institutions in the City.

The Museum

The Museum was incorporated in 1869 and is located in the City. The Museum was established “for the purpose of maintaining a museum and library of natural history, of encouraging and developing the study of Natural Science, of advancing the general knowledge of kindred subjects, and, to that end, of furnishing popular instruction”. The Museum’s natural history collections are among the largest and most comprehensive collections in the world. See “APPENDIX A — The American Museum of Natural History”.

Security for the Series 2014 Bonds

The Series 2014 Bonds, together with the Outstanding Bonds and any other series of Additional Bonds hereafter issued under the Resolution, are limited obligations of the Trust, secured solely by and payable solely from the “Trust Estate” which includes (i) the Loan Payments required to be made by the Museum pursuant to the Loan Agreement (the “Revenues”), (ii) all moneys and investments in funds and accounts established under the Resolution (including proceeds of all Bonds and Additional Bonds but excluding the Rebate Fund and bond purchase funds, established in connection with any subseries of Bonds and interest earned and gains realized thereon); provided, however, that all Series 2014 Bonds accounts and subaccounts thereunder and all additional accounts and subaccounts thereunder created with respect to other Series of Bonds of the Funds designated in the Resolution shall be pledged solely for the benefit, security and protection of the owners of the Series 2014 Bonds and the owners of such applicable Series of Bonds, respectively, and interest earned and gains realized on such funds, (iii) all income and gains, and the proceeds of such income and gains, received by the Trust, and (iv) all of the Trust’s right, title and interest in and to the Loan Agreement, excluding only the rights to all Additional Payments (as described herein) and the Trust’s rights to obtain notices and make consents and amendments thereunder relating thereto but including, without limitation, the immediate and continuing right to receive and collect Revenues. The Museum’s obligation to make payments under the Loan Agreement is a general, unsecured obligation of the Museum. *Neither the*

Series 2014 Bonds nor the Museum's obligation under the Loan Agreement are secured by the collections or exhibits of the Museum or by a pledge of or mortgage on any specific assets or property of the Museum. The Loan Agreement does not limit the authority of the Museum to incur additional debt or place liens on, or otherwise dispose of, revenues, assets or property. See "SECURITY FOR THE SERIES 2014 BONDS" herein for a more complete description of the security for the Series 2014 Bonds.

The Series 2014 Bonds are not a debt of the State of New York or The City of New York or any other municipality therein and neither the State of New York, The City of New York nor any other municipality shall be liable on the Series 2014 Bonds. The Trust has no taxing powers. The Series 2014 Bonds are special revenue obligations of the Trust, payable solely from the sources provided under the Resolution.

Additional Bonds

The Resolution permits the issuance of Additional Bonds under the Resolution on a parity with the Series 2014 Bonds upon the satisfaction of certain conditions, as provided in the Resolution. Additional Bonds may be issued for the purpose of, among other things, (i) financing the acquisition and construction of projects for use by the Museum, or (ii) refunding all or any portion of any Series of Bonds or other bonds issued by the Trust for the benefit of the Museum. In addition, pursuant to the Loan Agreement, the Museum is not restricted from incurring other indebtedness.

Interest on the Series 2014 Bonds

The Series 2014A Bonds will bear interest at the fixed rates of interest shown on the inside cover page of this Official Statement from their dated date until maturity. Interest on the Series 2014A Bonds will be payable on January 1, 2015, and on each July 1 and January 1 thereafter.

The Series 2014B Bonds will be initially issued in the Flexible Rate Mode (as hereinafter defined) and will initially bear interest at a SIFMA Flexible Rate (which is equal to the sum of (a) SIFMA (as hereinafter defined) calculated for each Index Rate Accrual Period (as hereinafter defined); and (b) the Index Spread (as hereinafter defined) for the related Flexible Rate Period). See "DESCRIPTION OF THE SERIES 2014 BONDS — GENERAL — SERIES 2014B BONDS" and "DETERMINATION OF SIFMA FLEXIBLE RATES" herein.

The Series 2014B Resolution sets forth several methods of determining the interest rate on each subseries of the Series 2014B Bonds in addition to the Flexible Rate Mode. Each such method (including the Flexible Rate Mode) is referred to herein as a "Mode." This Official Statement describes the Series 2014B Bonds while in the Flexible Rate Mode only. There are significant differences in the terms of the Series 2014B Bonds while they bear interest in a Mode other than the Flexible Rate Mode. This Official Statement is not intended to provide information with respect to the Series 2014B Bonds bearing interest in a Mode other than the Flexible Rate Mode. Owners and prospective owners of the Series 2014B Bonds should not rely on this Official Statement for information in connection with any change in Mode other than to the Flexible Rate Mode, but should look solely to the offering document to be used in connection with any such change in Mode.

Although the Museum has the right under the Resolution to enter into a liquidity facility or other credit enhancement facility (a "Liquidity Facility") in connection with Series 2014B Bonds, the Museum has not elected to enter into a Liquidity Facility in connection with the issuance of the Series 2014B Bonds. This Official Statement is not intended to provide information with respect to Series 2014B Bonds if such Series 2014B Bonds are subsequently supported by a Liquidity Facility. Owners and prospective owners of the Series 2014B Bonds should not rely on this Official Statement for information in connection with the Series 2014B Bonds if such Series 2014B Bonds are subsequently supported by a Liquidity Facility, but should look solely to the offering document to be used in connection with any future entry of the Museum into a Liquidity Facility with respect to the Series 2014B Bonds.

THE TRUST FOR CULTURAL RESOURCES OF THE CITY OF NEW YORK

The Trust is a corporate governmental agency and a public benefit corporation constituting a political subdivision of the State. The general enabling legislation for the Trust is the Act, which provides for the establishment of trusts for cultural resources in cities throughout the State in order to assist participating cultural institutions in the appropriate development of their unused and underutilized real property.

The Act provides that the Trust and its corporate existence shall continue until terminated by law. However, the Trust may not be terminated so long as it has bonds, notes or other obligations outstanding unless adequate provision has been made for their payment.

Organization and Membership

The Trust is managed by a Board of Trustees (the “Trustees”) consisting of six members appointed by the Mayor of the City, and three *ex officio* members, the Deputy Mayor — Economic Development and Finance of the City, the Chairperson of the New York City Industrial Development Agency and the Commissioner of the City’s Department of Cultural Affairs. The *ex officio* Trustees may each appoint a person to represent them and vote in their place at meetings of the Board of Trustees. The Mayor also appoints the Chairman of the Board of the Trust from among the appointed Trustees. The appointed Trustees serve without pay for staggered terms of six years and continue to hold office until their successors are appointed. There are currently eight Trustees and one vacancy on the Board. The vacancy may be filled at any time by a mayoral appointment. The Mayor may remove any appointed Trustee for cause.

The present Trustees are as follows:

STANLEY KREITMAN, Chairman; term expired February 15, 2005, continues to hold office until he is reappointed or until a successor is appointed. Mr. Kreitman is a business executive and civic leader. He served as President of United States Banknote Corporation from 1975 until his retirement from that position in 1994. He is currently Chairman of Manhattan Associates and a director of five publicly traded companies. Mr. Kreitman currently serves as Chairman of the Board of Trustees of the Crime Stoppers of Nassau County. He is a former president of New York’s Finest Foundation, Inc. and is a former chairman of the board of trustees of the New York Institute of Technology. He is currently a director and a member of the executive committee of the Police Athletic League.

ALICE ANNE KNAPP; term expired February 15, 2001, continues to hold office until she is reappointed or until a successor is appointed. Mrs. Knapp is President of Alice A. Knapp & Associates, Inc. She has been active as an art appraiser and art consultant for twenty years. She was trained at Sotheby’s (London), and previously worked at The Metropolitan Museum of Art and William A. Doyle Gallery in New York. She is a member of the National Association of Certified Fine Art Appraisers, Inc. She received her B.A. from Vassar College.

STEVEN M. LEVINE; term expired February 15, 2007, continues to hold office until he is reappointed or until a successor is appointed. Mr. Levine retired as Deputy Director of the New York City Office of Management and Budget, where he oversaw a professional staff of sixty analysts responsible for monitoring the budgets and operations of over 60 agencies and offices, including Police, Fire, Sanitation, Correction, Transportation, Parks and Recreation, and Environmental Protection. Mr. Levine also served as Director of Fiscal Analysis for the Special Initiative for Rebuilding and Resiliency announced by Mayor Bloomberg after Hurricane Sandy. Mr. Levine was previously with Moody’s Investors Service in the Public Finance Department, where he worked for eleven years, the last four as Managing Director – Regional Ratings, overseeing local government debt ratings throughout the U.S. Prior to joining Moody’s, Mr. Levine spent twelve years as the Director of Financing Policy and Coordination in OMB responsible for developing and coordinating New York City’s short-term and long-term financing programs. He simultaneously served as the initial Treasurer for the New York City Municipal Water Finance Authority. Mr. Levine has participated as a public finance sector volunteer professional in several projects in Central and Eastern Europe, and he

currently teaches public finance and budgetary and financial management courses at Columbia University's School of International and Public Affairs. He holds an M.B.A. from New York University and a B.S. in Economics and Accounting from Brooklyn College of the City University of New York.

MERRYL H. TISCH; term expired February 15, 2000, continues to hold office until she is reappointed or until a successor is appointed. Mrs. Tisch plays a vital role in a broad range of civic and philanthropic activities. In 1996, she was elected to the New York State Board of Regents, and in 2010 she was elected Chancellor of the Board of Regents. She was appointed by Mayor Rudolph Giuliani to New York City's Commission on the Status of Women and is a member of the Governor's Commission Honoring the Achievements of Women. Since 1997, Mrs. Tisch has been Chairman of the Metropolitan New York Coordinating Council on Poverty, which has an annual budget of \$100 million and has gained national recognition for work in the areas of youth and family services, housing, poverty programs and neighborhood preservation. She previously served as Chairman of the Mount Sinai Children's Center Foundation. She serves on the executive committees of The Washington Institute for Near East Policy, the Citizens Budget Commission, the Leadership Enterprise for a Diverse America, the United States Holocaust Memorial Museum and UJA-Federation, where she is Chairman of the Government Relations Committee. In addition, Mrs. Tisch is a member of the Graduate School of Education's Board of Overseers at the University of Pennsylvania. She previously served as a Trustee of Barnard College and The Dalton School. Mrs. Tisch holds a B.A. from Barnard College, an M.A. in Education from New York University and an Ed.D. from Teachers College, Columbia University.

MARJORIE L. VAN DERCOOK; term expired February 15, 2006, continues to hold office until she is reappointed or until a successor is appointed. Ms. Van Dercook is Executive Director of the School of American Ballet, a position she has held since 2004. She has been an active supporter of the arts for over 20 years. Ms. Van Dercook served as a member of the board of directors of the New York City Ballet from 1995 through 2003, where she was on the Executive Committee and was co-chair of the Development Committee. She was co-chair of the Metropolitan Museum of Art's Friends of Concerts and Lectures from 1999-2008, and served as a member of the "Fund for the Met". Ms. Van Dercook practiced law in the litigation and entertainment departments of Paul, Weiss, Rifkind, Wharton & Garrison and Franklin, Weinrib, Rudell & Vassallo. She holds a J.D. degree from Fordham University School of Law, an M.A. in Political Science from Columbia University and B.A. from Vassar College.

ALICIA K. GLEN; *ex officio* member. Ms. Glen is Deputy Mayor for Housing and Economic Development of The City of New York. Prior to her appointment, Ms. Glen was Head of the Urban Investment Group (UIG) at Goldman Sachs, which provides capital to underserved urban communities. In addition, she was a member of the Diverse Business Engagement Committee and the GSBank USA Management Committee and co-head of the 10,000 Small Businesses Initiative. Under her leadership, UIG spurred more than \$5 billion of development across dozens of residential, mixed-use and commercial projects, as well as financed job creation and neighborhood revitalization strategies like the \$40 million New York Healthy Food and Healthy Communities Fund. In her role, she helped catalyze projects like NYC's Citi Bike, development in the Brooklyn Navy Yard, and affordable housing projects in Harlem and across the outer boroughs. Prior to joining Goldman Sachs, Ms. Glen served as the Assistant Commissioner for Housing Finance at the New York City Department of Housing, Preservation and Development from 1998 to 2002, where she was responsible for financing the rehabilitation and construction of thousands of units of market, moderate and low-income units as well as overseeing the City's supportive housing, tax credit and tax incentive programs. Ms. Glen was a 2010 David Rockefeller Fellow. She is a graduate of Amherst College and Columbia University. Ms. Carolee Fink is Ms. Glen's designee on the Board of Trustees of the Trust.

KYLE KIMBALL; *ex officio* member. Mr. Kimball is the President of the New York City Economic Development Corporation ("NYCEDC") and Chairman of the New York City Industrial Development Agency. Mr. Kimball was appointed as President of NYCEDC in August, 2013, by Mayor Michael Bloomberg and re-appointed by Mayor Bill de Blasio. Since joining NYCEDC in 2008, Mr. Kimball has helped to develop and implement NYCEDC's strategy to strengthen the City's economy. Beyond working to overhaul and grow the City's economy, Mr. Kimball's efforts have also included overseeing billions of dollars

in capital investments ranging from basic infrastructure improvements to new parks and streetscapes across the City, as well as implementing several of the Bloomberg Administration's most ambitious area-wide redevelopment projects, bringing new housing, infrastructure, and job opportunities to neighborhoods throughout the five boroughs. These projects include, for example, the remediation of more than 20 acres of contaminated land in Willets Point, Queens, and the creation of a vibrant mixed-use neighborhood there; the transformation of the Bronx's long-vacant, iconic Kingsbridge Armory into the world's largest indoor ice facility; and the building of the tallest observation wheel in North America, along with a retail complex and hotel, on Staten Island's North Shore. In addition, Mr. Kimball played a key role in shaping the Bloomberg Administration's Applied Sciences NYC initiative, leading to the creation of three new applied science and engineering campuses, including one being developed by Cornell University and the Technion-Israel Institute of Technology on Roosevelt Island, a campus being developed by a consortium led by NYU in Downtown Brooklyn focusing on the challenges facing cities, and a new institute for data sciences at Columbia University. Prior to his appointment as President, Mr. Kimball served as Executive Director of NYCEDC, overseeing the operating, financial, and external affairs divisions of the organization. Mr. Kimball previously served as Chief Financial Officer and Chief Operating Officer after overseeing the Real Estate Transaction Services Group, where he negotiated complex real estate deals on behalf of the City. Prior to joining NYCEDC, Kyle worked at Goldman, Sachs & Co. as a Vice President and at J.P. Morgan, also as a Vice President. Mr. Kimball is a graduate of Harvard College, where he majored in Government. He received his Master's degree in Public Policy from Harvard's Kennedy School of Government. Mr. Jeffrey Lee is Mr. Kimball's designee on the Board of Trustees of the Trust.

TOM FINKELPEARL; *ex officio* member. Mr. Finkelpearl is the Commissioner of the New York City Department of Cultural Affairs. In this role he oversees city funding for nonprofit arts organizations across the five boroughs and directs the cultural policy for the City of New York. Prior to his appointment by Mayor Bill de Blasio, Commissioner Finkelpearl served as Executive Director of the Queens Museum for twelve years starting in 2002, overseeing an expansion that doubled the museum's size and positioning the organization as a vibrant center for social engagement in nearby communities. He also held positions at P.S.1 Contemporary Art Center, working on the organization's merger with the Museum of Modern Art, and served as Director of the Department of Cultural Affairs Percent for Art program. Based on his public art experience and additional research, he published a book, *Dialogues in Public Art* (MIT Press), in 2000. His second book, *What We Made: Conversations on Art and Social Cooperation* (Duke University Press, 2013) examines the activist, participatory, coauthored aesthetic experiences being created in contemporary art. He received a BA from Princeton University (1979) and an MFA from Hunter College (1983). Ms. Margaret Morton is Commissioner Finkelpearl's designee on the Board of Trustees of the Trust and Ms. Tracey Knuckles is his alternate designee.

Powers of the Trust

The Trust is empowered to make loans to participating cultural institutions to develop their cultural facilities located in the City and is also empowered to develop combined-use facilities for certain participating cultural institutions in the City. The Trust is authorized to issue bonds, notes and other obligations in order to finance the development of the institutional portion of combined-use facilities and cultural facilities for participating cultural institutions.

The Series 2014 Bonds will be issued pursuant to the Resolution, which constitutes a contract with the holders of such Bonds. The Trust has issued other bonds for cultural institutions other than the Museum as well as bonds for the Museum under a General Resolution dated April 30, 1991, which remain outstanding, but are expected to be fully retired with the proceeds of the Series 2014 Bonds. See "Other Financings of the Trust." Such other bonds, notes and obligations issued by the Trust are required to be issued under separate and distinct resolutions and are secured by or payable from instruments, properties or revenues separate from those securing the Series 2014 Bonds. The Act provides that the Trustees, officers and employees of the Trust shall not be personally liable for any debt, obligation or liability incurred by or imposed on the Trust at any time.

Operations of the Trust

The Trust has no full-time staff or employees, but it has retained consultants, accountants and counsel to assist it in the conduct of its business. The Trust has contracted with the New York City Economic Development Corporation to provide the Trust with various administrative services.

The Museum will enter into an Indemnification Agreement with the Trust dated as of June 1, 2014 (the "Indemnification Agreement"), pursuant to which the Museum will agree to reimburse the Trust, its officers, trustees and employees for all of its or their expenses relating to the issuance of the Series 2014 Bonds and will agree to indemnify the Trust, its officers, Trustees or employees for certain of their respective liabilities relating to the issuance of the Series 2014 Bonds.

Other Financings of the Trust

In addition to issuing Bonds for the Museum, the Trust has previously issued bonds to finance facilities for the Alvin Ailey Dance Foundation, American Museum of Folk Art, The Asia Society, The Carnegie Hall Corporation, Educational Broadcasting Corporation, The Solomon R. Guggenheim Museum, International Center for Photography, The Jewish Museum, The Juilliard School, Lincoln Center for the Performing Arts, Inc., Manhattan School of Music, The Metropolitan Museum of Art, The Museum of Modern Art, The Museum of Television and Radio, The New York Botanical Garden, The Pierpont Morgan Library & Museum, School of American Ballet, Inc., Wildlife Conservation Society and WNYC Radio. Bonds issued by the Trust to finance facilities for the American Museum of Folk Art, Educational Broadcasting Corporation (which is now known as WNET), The Jewish Museum and The Museum of Television and Radio (which is now known as the Paley Center for Media) have been repaid in full. Each of these bond issues is secured separately and apart from the Series 2014 Bonds.

PLAN OF REFUNDING

The proceeds of the Series 2014 Bonds will be used, together with other available moneys to refund the Refunded Bonds. The portion of the Refunded Series 2004 Bonds being refunded with Series 2014 Bond proceeds is expected to be redeemed on or about July 7, 2014. The Refunded Series 2008B1 Bonds and the Refunded Series 2008B2 Bonds are expected to be redeemed on or about June 16, 2014. The remainder, consisting of \$105,000 principal amount of the Refunded Series 2004 Bonds, is expected to be redeemed with equity provided by the Museum on or about November 6, 2014.

SOURCES AND USES OF FUNDS

The following are the expected sources and uses of funds with respect to the issuance of the Series 2014 Bonds:

Sources of Funds

Principal amount of Series 2014 Bonds	\$149,490,000.00
Net Original Issue – Premium (Series 2014A)	6,529,277.90
Museum Equity Contribution	<u>1,588,094.13</u>
Total Sources	<u>\$157,607,372.03</u>

Use of Funds

Redemption of Refunded Bonds	\$156,125,464.42
Underwriters' Fee	452,034.73
Costs of Issuance*	<u>1,029,872.88</u>
Total Uses	<u>\$157,607,372.03</u>

* Includes other fees.

DESCRIPTION OF THE SERIES 2014 BONDS

The following is a summary of certain provisions of the Series 2014 Bonds. Reference is made to the Series 2014 Bonds for the complete text thereof and to the Series 2014 Resolutions for a more detailed description of such provisions. The discussion herein is qualified by such reference.

General – Series 2014A Bonds

The Series 2014A Bonds will be dated the date of their initial issuance, will mature on the dates and in the principal amounts, and will bear interest at the rates *per annum*, set forth on the inside cover page of this Official Statement. The Series 2014A Bonds shall bear interest, calculated on the basis of a 360-day year of twelve 30-day months, from their date until maturity or earlier redemption, payable on January 1, 2015, and July 1 and January 1 in each year thereafter. The principal of and interest on the Series 2014A Bonds shall be payable as set forth below under the caption “BOOK-ENTRY ONLY SYSTEM” or as otherwise provided in the Resolution. The Bank of New York Mellon, New York, New York, will serve as Trustee for the Bonds, including the Series 2014A Bonds, under the General Bond Resolution.

The Series 2014A Bonds are to be issued in fully registered form in Minimum Authorized Denominations (\$5,000 and any integral multiple thereof), registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company (“DTC”), New York, New York, or such other name as may be requested by an authorized representative of DTC. DTC acts as securities depository (the “Securities Depository”) for the Series 2014A Bonds. Individual purchases may be made only in book-entry form, and purchasers will not receive certificates representing their interests in the Series 2014A Bonds purchased. Except as provided in the General Resolution, so long as Cede & Co. or such other nominee of DTC is the registered owner of the Series 2014A Bonds, references herein to “Owners,” “Bondholders” or “Registered Owners” mean Cede & Co. and not the Owners of the Series 2014A Bonds. In this Official Statement, the term “Beneficial Owner” means the person for whom its DTC Participant acquires an interest in the Series 2014A Bonds. See “BOOK-ENTRY ONLY SYSTEM.”

General – Series 2014B Bonds

This Official Statement describes the Series 2014B Bonds while in the Flexible Rate Mode only. There are significant differences in the terms of the Series 2014B Bonds while they bear interest in a Mode other than the Flexible Rate Mode. This Official Statement is not intended to provide information with respect to the Series 2014B Bonds bearing interest in a Mode other than the Flexible Rate Mode. Owners and prospective owners of the Series 2014B Bonds should not rely on this Official Statement for the information in connection with any Change in Mode other than to a Flexible Rate Mode, but should look solely to the offering document to be used in connection with any such Change in Mode.

The Series 2014B Bonds will be dated the date of delivery and will mature on the dates and in the principal amounts set forth on the inside cover page hereof. The Series 2014B Bonds will be initially issued in the Flexible Rate Mode. “Flexible Rate Mode” means the mode or method of determining interest when any Series 2014B Bonds are in a LIBOR Flexible Rate Period or a SIFMA Flexible Rate Period. “LIBOR Flexible Rate Period” means each Flexible Rate Period with respect to Series 2014B Bonds during which a LIBOR Flexible Rate is in effect and the Flexible Rate Period of which does not exceed 270 days, as established in accordance with the Series 2014B Resolution. “SIFMA Flexible Rate Period” means each Flexible Rate Period with respect to Series 2014B Bonds during which a SIFMA Flexible Rate is in effect and the Flexible Rate Period of which does not exceed 270 days, as established in accordance with the Series 2014B Resolution. “Flexible Rate Period” means a period determined as hereinafter described.

The Series 2014B Bonds will initially bear interest at a SIFMA Flexible Rate (which is equal to the sum of: (a) SIFMA calculated on each SIFMA Determination Date (as hereinafter defined) during each Interest Rate Accrual Period; and (b) the Index Spread applicable for the related Flexible Rate Period.) “SIFMA” means, as of any date, the per annum rate published or reported by Municipal Market Data on its SIFMA

Municipal Swap Index most recently available, or if the SIFMA Municipal Swap Index is no longer published or reported, the rate per annum published or reported on the S&P Weekly High Grade Index (formerly the J.J. Kenny Index), or if neither the SIFMA Municipal Swap Index nor the S&P Weekly High Grade Index is published, such alternate interest rate as the applicable Remarketing Agent selects as most comparable to the SIFMA Municipal Swap Index. “Index Rate Accrual Period” means with respect to each subseries of the Series 2014B Bonds the period from each Interest Accrual Date to and including: (a) in the case of Bonds bearing interest in the LIBOR Flexible Rate, the day next preceding the next Interest Payment Date for such Bonds; (b) in the case of Bonds bearing interest in the SIFMA Flexible Rate, the period from each Thursday through the next succeeding Wednesday, whether or not it is a Business Day; (c) the day next preceding any redemption date; and (d) the day next preceding each Unscheduled Mandatory Tender Date, Scheduled Mandatory Tender Date and Mandatory Purchase Date; provided, however, the first Index Rate Accrual Period will begin on the date of delivery of the Series 2014B Bonds. “Interest Accrual Date” means, with respect to any LIBOR Flexible Rate Period or SIFMA Flexible Rate Period, the first day of each Flexible Rate Period and, thereafter, each Interest Payment Date during such Flexible Rate Period.

The Museum, by written direction to various parties as hereinafter described, may elect that one or both subseries of Series 2014B Bonds shall be converted and bear interest at a LIBOR Flexible Rate, in which event such subseries of Series 2014B Bonds will bear interest at a LIBOR Flexible Rate, determined as hereinafter described. “LIBOR Flexible Rate” means the rate of interest, determined for any LIBOR Flexible Rate Period, equal to the sum of (a) 70% of One-Month LIBOR; and (b) the Index Spread applicable for the related Flexible Rate Period. See “Determination of LIBOR Flexible Rates and Adjustments to LIBOR Flexible Rate Periods” herein.

The Series 2014B Bonds will be subject to all the terms of the Series 2014B Resolution governing the Series 2014B Bonds in the Flexible Rate Mode, including provisions that require the Owners to tender their Series 2014B Bonds for purchase on the Scheduled Mandatory Tender Date and on other dates as described in this Official Statement, and provisions that, with respect to any Series 2014B Bonds in a SIFMA Flexible Rate Period or a LIBOR Flexible Rate Period, permit the Museum to effect an Unscheduled Mandatory Tender (which Unscheduled Mandatory Tender is subject to successful remarketing as described under the caption “–Remarketing and Purchase of Series 2014B Bonds in Connection with Unscheduled Mandatory Tenders–Failure to Meet Conditions”). See the captions “–Mandatory Tender for Purchase,” and “–Purchase of Series 2014B Bonds” herein.

While in the Flexible Rate Mode, the Series 2014B Bonds are *not* subject to tender for purchase at the option of the Owners.

All Outstanding Series 2014B Bonds of each subseries will initially be in the same Mode. Series 2014B Bonds in the Flexible Rate Mode may be changed to any other Mode at the times, in the manner and subject to the conditions provided in the Series 2014B Resolution, including mailed notice to the owners of the affected Series 2014 Bonds not less than 15 days prior to the effective date of such change. No such change may occur prior to the applicable Call Protection Standard Date.

Interest on Series 2014B Bonds in the Flexible Rate Mode, will be calculated on the basis of a 365-366-day year for the actual number of days elapsed. Interest on Series 2014B Bonds in the Flexible Rate Mode is payable on the first Business Day of each calendar month, commencing July 1, 2014 and each Scheduled Mandatory Tender Date (as hereinafter defined) and Unscheduled Mandatory Tender Date (as hereinafter defined).

The Series 2014B Bonds will be delivered in the form of fully registered bonds and, when issued, will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company New York, New York, (“DTC”). DTC will act as securities depository (the “Securities Depository”) for the Series 2014B Bonds. Individual purchases of Series 2014B will be made in the principal amounts of \$100,000 and integral multiples of \$5,000 in excess thereof. See the caption “Book-Entry Only System.”

Master Notes for Series 2014B Bonds

As described under the caption “—Treatment of Unscheduled Mandatory Tenders under the Money Market Instrument Settlement System,” the Series 2014B Bonds will be processed by DTC as Money Market Instruments (“MMIs”). In order to comply with the procedures for the MMI settlement system, the Trust is required to execute a note (each a “Master Note”) evidencing each subseries of the Series 2014B Bonds in the aggregate principal amount of such subseries, which Master Note will name Cede & Co., as nominee of DTC, as the holder thereof. Any payment by the Trust of principal of or interest or premium (if any) on a subseries of the Series 2014B Bonds will constitute a payment under and pursuant to the related Master Note, and the Trust will be credited for such payments under such Master Note. In no event is the Trust obligated to make payments under a Master Note other than the payments that the Trust is obligated to make pursuant to and in accordance with the terms of the related subseries of Series 2014B Bonds. Any redemption or defeasance of a subseries of the Series 2014B Bonds will result in a like redemption or defeasance of the related Master Note.

Calculation of Interest for Series 2014B Bonds

Payment will be made on each Interest Payment Date for unpaid interest accrued from and including the first day of each Flexible Rate Period (as determined in accordance with the provisions described below under the caption “—Duration of Flexible Rate Periods”) and, thereafter, the first Business Day of each month during such Flexible Rate Period (each, an “Interest Accrual Date”) to but excluding the succeeding Interest Payment Date; except that payment will be made on the initial Interest Payment Date for the Series 2014B Bonds for unpaid interest accrued from and including the date of initial delivery of the Series 2014B Bonds. Notwithstanding any provision of the Resolution, at no time may the rate of interest on any Series 2014B Bond exceed the Maximum Interest Rate.

Determination of SIFMA Flexible Rates and Adjustment to SIFMA Flexible Rate Period

Determination of SIFMA Flexible Rate. During each Flexible Rate Period, while the Series 2014B Bonds of a subseries bear interest in the SIFMA Flexible Rate Period at a SIFMA Flexible Rate, no later than 5:00 p.m. on each SIFMA Determination Date, the applicable Remarketing Agent shall deliver written notice to the Trustee specifying the SIFMA Flexible Rate for the next Index Rate Accrual Period. SIFMA Determination Date means with respect to Bonds bearing interest at the SIFMA Flexible Rate, Wednesday of each week, or if any Wednesday is not a Business Day, the next preceding Business Day; provided, however, that the SIFMA Flexible Rate will always accrue from Thursday through the next succeeding Wednesday, whether or not it is a Business Day. No later than 11:00 a.m. on the Business Day immediately preceding each Interest Payment Date while the Series 2014B Bonds of a subseries bear interest in the SIFMA Flexible Rate Period at a SIFMA Flexible Rate, the Trustee will deliver written notice to the Trust and the Museum specifying the SIFMA Flexible Rate for, and the aggregate amount of interest that accrued during, the Index Rate Accrual Period ending on the day preceding such Interest Payment Date together with a detailed calculation of the foregoing. The SIFMA Flexible Rate for any SIFMA Flexible Rate Period is equal to the sum of: (a) SIFMA calculated on each SIFMA Determination Date relating to such Index Rate Accrual Period; and (b) the Index Spread applicable for the related Flexible Rate Period. All percentages resulting from the calculation of SIFMA will be rounded, if necessary, to the nearest hundredth of a percentage point, and all dollar amounts used in or resulting from such calculation of interest on the Series 2014B Bonds while bearing interest in the SIFMA Flexible Rate Period will be rounded to the nearest cent (with one half cent rounded upward).

Index Spread; Adjustment of Index Spread for SIFMA Flexible Rate. During the initial Flexible Rate Period ending on the respective Initial Scheduled Mandatory Tender Dates shown on the inside cover page hereof (unless otherwise remarketed prior to such date through an Unscheduled Mandatory Tender), the Index Spread for the Series 2014B Bonds will equal the rates per annum shown on the inside cover page hereof.

With respect to subsequent Flexible Rate Periods during any SIFMA Flexible Rate Period, the Index Spread will be determined by the applicable Remarketing Agent and adjusted as described under the captions “—Remarketing and Purchase of Series 2014B Bonds in Connection with Scheduled Mandatory Tenders” and “—Remarketing and Purchase of Series 2014B Bonds in Connection with Unscheduled Mandatory Tenders.” During each Flexible Rate Period for each subseries of the Series 2014B Bonds, the Index Spread for the Series 2014B Bonds with respect to such Flexible Rate Period will apply to all Series 2014B Bonds of such subseries. The determination of an Index Spread by a Remarketing Agent will be conclusive and binding on the Trust, the Museum, the Trustee and the Owners of the Series 2014B Bonds. The Series 2014B Resolution requires that not later than 5:00 p.m. on the Business Day immediately preceding the effective date of the new Index Spread, the Trustee shall notify the Owners of the Series 2014B Bonds of the term of the then new Flexible Rate Period, including the Scheduled Mandatory Tender Date and the applicable Index Spread during such Flexible Rate Period.

Adjustment to SIFMA Flexible Rate Period. The Museum, by written direction to the Trust, the Trustee, the Paying Agent and the Remarketing Agent for a subseries of the Series 2014B Bonds, may elect that such Bonds shall bear interest at a SIFMA Flexible Rate. Such direction must specify: (i) the election of the SIFMA Flexible Rate; (ii) the effective date of such adjustment, which must be: (1) a Business Day not earlier than the fifteenth day following the date such direction is given; or (2) if applicable, the day immediately following the last day of the then-current Flexible Rate Period; or (3) a day on which such subseries of the Bonds would otherwise be subject to optional redemption pursuant to the Resolution if such change did not occur; (iii) the related Call Protection Standard Date; and (iv) the Business Day that the Museum elects to be the Scheduled Mandatory Tender Date of the Flexible Rate Period commencing on the effective date of the adjustment to a SIFMA Flexible Rate Period. The Scheduled Mandatory Tender Date must be on a date on or after any Call Protection Standard Date. Any adjustment from a LIBOR Flexible Rate Period or a SIFMA Flexible Rate Period may only occur on or after the applicable Call Protection Standard Date.

Call Protection. With respect to any Flexible Rate Period commencing on a Scheduled Mandatory Tender Date, an Unscheduled Mandatory Tender Date or on the effective date of the adjustment to a SIFMA Flexible Rate Period, the Call Protection Standard Date will be the date which is ninety (90) days prior to the Scheduled Mandatory Tender Date. If such date is not a Business Day, then the Call Protection Standard Date will be the next succeeding Business Day.

Notice of Adjustment to SIFMA Flexible Rate Period. The Paying Agent for the Series 2014B Bonds shall give notice by first-class mail of an adjustment to a (or the establishment of another) SIFMA Flexible Rate Period for any subseries of the Series 2014B Bonds to the Owners of such Series 2014B Bonds not less than 15 days prior to the proposed effective date of such SIFMA Flexible Rate Period. Such notice shall state (i) the proposed effective date of such adjustment; and (ii) that such Bonds are subject to mandatory tender for purchase on such proposed effective date and describing the applicable Purchase Price and the place of delivery for purchase of such Bonds and date for delivery of such Bonds (if other than the effective date).

Determination of LIBOR Flexible Rates and Adjustments to LIBOR Flexible Rate Periods

Determination of LIBOR Flexible Rate. During each Flexible Rate Period, while the Series 2014B Bonds of a subseries bear interest in the LIBOR Flexible Rate Period at a LIBOR Flexible Rate, no later than 10:00 a.m. on the Business Day immediately preceding each Interest Payment Date, the applicable Remarketing Agent shall deliver written notice to the Trustee specifying the LIBOR Flexible Rate for the next Index Rate Accrual Period. No later than 11:00 a.m. on the Business Day immediately preceding each Interest Payment Date, while the Series 2014B Bonds bear interest in the LIBOR Flexible Rate Period at the LIBOR Flexible Rate, the Trustee shall deliver written notice to the Trust and the Museum specifying the LIBOR Flexible Rate for and the aggregate amount of interest that accrued during, the Index Rate Accrual Period ending on the day preceding such Interest Payment Date. The LIBOR Flexible Rate is equal to the sum of: (a) 70% of One-Month LIBOR calculated for each Index Rate Accrual Period; and (b) the Index Spread applicable for the related Flexible Rate Period. “One-Month LIBOR” means the London interbank offered rate

for deposits in U.S. dollars having the applicable one-month maturity as it appears on Bloomberg Screen US000IM Page, or another page of this or any other financial reporting service in general use in the financial services industry, as of 11:00 a.m., London time, on the related LIBOR Determination Date as obtained by the Remarketing Agent from such source. If the rate is not available, One-Month LIBOR in effect for the applicable Interest Accrual Date will be One-Month LIBOR in effect for the previous Interest Accrual Period. All determinations of LIBOR will be rounded to two decimal places.

Index Spread; Adjustment of Index Spread for LIBOR Flexible Rate. With respect to each Flexible Rate Period during which Series 2014B Bonds bear interest at a LIBOR Flexible Rate, the Index Spread will be determined by the Remarketing Agent and adjusted as described under the captions – “Remarketing and Purchase of Series 2014B Bonds in Connection With Scheduled Mandatory Tenders” and – “Remarketing and Purchase of Series 2014B Bonds in Connection With Unscheduled Mandatory Tenders.” During each Flexible Rate Period, the Index Spread for the Series 2014B Bonds of a subseries with respect to such Flexible Rate Period will apply to all Series 2014B Bonds of such subseries. The determination of the Index Spread by the Remarketing Agent will be conclusive and binding on the Trust, the Museum, the Trustee and the Owners of the Series 2014B Bonds. The Series 2014B Resolution requires that not later than 5:00 p.m. on the Business Day immediately preceding the effective date of the new Index Spread, the Trustee shall notify the Owners of the Series 2014B Bonds of the term of the then new Flexible Rate Period, including the Scheduled Mandatory Tender Date and the applicable Index Spread during such Flexible Rate Period.

Adjustment to LIBOR Flexible Rate Period. The Museum, by written direction to the Trust, the Trustee, the Paying Agent and the Remarketing Agent for a subseries of the Series 2014B Bonds, may elect that such Bonds shall bear interest at a LIBOR Flexible Rate. Such direction must specify: (i) the election of the LIBOR Flexible Rate; (ii) the effective date of such adjustment, which must be: (1) a Business Day not earlier than the fifteenth day following the date such direction is given; or (2) if applicable, the day immediately following the last day of the then-current Flexible Rate Period; or (3) a day on which such subseries of the Bonds would otherwise be subject to optional redemption pursuant to the Resolution if such change did not occur; (iii) the related Call Protection Date; and (iv) the Business Day that the Museum elects to be the Scheduled Mandatory Tender Date of the Flexible Rate Period commencing on the effective date of the adjustment to a LIBOR Flexible Rate Period (provided that the Scheduled Mandatory Tender Date may not be earlier than three months after the commencement of the Flexible Rate Period). Any adjustment from a LIBOR Flexible Rate Period or a SIFMA Flexible Rate Period may only occur on or after the applicable Call Protection Standard Date.

Call Protection. With respect to any Flexible Rate Period commencing on a Scheduled Mandatory Tender Date, an Unscheduled Mandatory Tender Date or on the effective date of the adjustment to a LIBOR Flexible Rate Period, the Call Protection Standard Date will be the date which is the ninety (90) days prior to the Scheduled Mandatory Tender Date. If such date is not a Business Day, then the Call Protection Standard Date will be the next succeeding Business Day.

Notice of Adjustment to LIBOR Flexible Rate Period. The Paying Agent for the Series 2014B Bonds shall give notice by first-class mail of an adjustment to a (or the establishment of another) LIBOR Flexible Rate Period for any subseries of the Series 2014B Bonds to the Owners of such Series 2014B Bonds not less than 15 days prior to the proposed effective date of such LIBOR Flexible Rate Period. Such notice shall state (i) the proposed effective date of such adjustment; and (ii) that such Bonds are subject to mandatory tender for purchase on such proposed effective date at the applicable Purchase Price and the place of delivery for purchase of such Bonds and date for delivery of such Bonds (if other than the effective date).

Duration of Flexible Rate Periods

The initial Flexible Rate Period will commence on the date of delivery of the Series 2014B Bonds and end on the dates shown on the inside cover page as the Initial Scheduled Mandatory Tender Date (unless otherwise remarketed prior to such date through an Unscheduled Mandatory Tender).

Thereafter, each Flexible Rate Period for each subseries of the Series 2014B Bonds will commence on the first to occur of: (i) the Scheduled Mandatory Tender Date of the immediately preceding Flexible Rate Period; (ii) an Unscheduled Mandatory Tender Date in connection with any Unscheduled Mandatory Tender if all Series 2014B Bonds of any subseries are actually purchased as described under the caption “—Remarketing and Purchase of Series 2014B Bonds in Connection with Unscheduled Mandatory Tenders—Purchase of Series 2014B Bonds;” and (iii) the effective date of a conversion to a LIBOR Flexible Rate Period or a SIFMA Flexible Rate Period, as applicable. Notwithstanding the foregoing, if on the Scheduled Mandatory Tender Date or Unscheduled Mandatory Tender Date, the Purchase Price is not paid in full, the Flexible Rate Period will not terminate and will continue until such time as the Purchase Price is paid in full. Each Flexible Rate Period for the Series 2014B Bonds of any subseries will terminate on the first to occur of: (a) the Scheduled Mandatory Tender Date; (b) an Unscheduled Mandatory Tender Date in connection with any Unscheduled Mandatory Tender if all Series 2014B Bonds of such subseries are actually purchased as described under the caption “—Remarketing and Purchase of Series 2014B Bonds in Connection with Unscheduled Mandatory Tenders—Purchase of Series 2014B Bonds;” (c) the first date on which the Series 2014B Bonds of any subseries bear interest in a Mode other than the SIFMA Flexible Rate or the LIBOR Flexible Rate, as applicable; or (d) the date on which all Series 2014B Bonds of any subseries are redeemed in accordance with the terms of the Resolution or all principal and accrued interest on all Series 2014B Bonds are otherwise paid in full.

Mandatory Tender for Purchase of Series 2014B Bonds

Scheduled Mandatory Tender for Purchase. Unless the Series 2014B Bonds of any subseries subject to a Flexible Rate Period have been purchased (including in connection with a change in Mode or an Unscheduled Mandatory Tender) or redeemed prior to the Scheduled Mandatory Tender Date for such Flexible Rate Period, the Owners of all of the Series 2014B Bonds of such subseries will tender for purchase, and the Museum will purchase, all of the Series 2014B Bonds of such subseries on the Scheduled Mandatory Tender Date for such Flexible Rate Period. The Trustee will provide electronic notice of the mandatory tender for purchase to DTC no later than 12:00 p.m. on the Business Day immediately prior to the designated Scheduled Mandatory Tender Date and the Trustee will also use its best efforts to file notice of such notice of mandatory tender for purchase with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System (“EMMA”), or any successor thereto, by 4:30 p.m. on such date. The Trustee will give notice of each Scheduled Mandatory Tender as provided in the Resolution. With respect to the initial Flexible Rate Period, the Scheduled Mandatory Tender Date for each subseries of the Series 2014B Bonds is the date shown on the inside cover page hereof and, with respect to each subsequent Flexible Rate Period, the Scheduled Mandatory Tender Date is determined as described under the caption “—Determination of Flexible Tender Rates and Index Rate Accrual Periods for Series 2014B Bonds in Flexible Rate Mode—Duration of Flexible Rate Period.” Failure of the Museum to pay the Purchase Price for the Series 2014B Bonds on a Scheduled Mandatory Tender Date constitutes an Event of Default under the Resolution. See the caption “—Remarketing and Purchase of Series 2014B Bonds in Connection with Scheduled Mandatory Tenders—Consequences of a Scheduled Mandatory Tender Failure” below.

Unscheduled Mandatory Tender for Purchase for Series 2014B Bonds. At its option, the Museum may require, during each Flexible Rate Period, the Owners of all (but not less than all) of the Series 2014B Bonds of such subseries to tender their Series 2014B Bonds of such subseries to the Museum for purchase, from the source of funds described under the caption “—Remarketing and Purchase of Series 2014B Bonds in Connection with Unscheduled Mandatory Tenders—Purchase of Series 2014B Bonds” on any Business Day from and after the Call Protection Standard Date of such Flexible Rate Period. To exercise such option while the Series 2014B Bonds of any subseries are in the Flexible Rate Mode, at least five Business Days prior to any Unscheduled Mandatory Tender Date, the Museum will provide electronic notice to the Remarketing Agent and the Trustee of its intent to schedule an Unscheduled Mandatory Tender Date and the Trustee will no later than one Business Day following receipt of such notice, file electronic notice with EMMA of the Museum’s intent to schedule an Unscheduled Mandatory Tender Date. The Remarketing Agent will exercise the Museum’s option to schedule an Unscheduled Mandatory Tender Date for any subseries of Series 2014B Bonds by delivering to the Trustee at its Corporate Trust Office, no later than 11:00 a.m. one Business Day

before the Unscheduled Mandatory Tender Date an electronic notice of the subsequent Index Spread and Scheduled Mandatory Tender Date. The Trustee will give notice of each Unscheduled Mandatory Tender as provided in the Resolution. Except as provided under the caption “—Remarketing and Purchase of Series 2014B Bonds in Connection with Unscheduled Mandatory Tenders—Failure to Meet Conditions,” the Trustee will pay to the Owners of the Bonds the Purchase Price on the related Unscheduled Mandatory Tender Date as provided in the fifth paragraph under the caption “—Purchase of Series 2014B Bonds.”

Except as provided under the caption “—Remarketing and Purchase of Series 2014B Bonds in Connection with Unscheduled Mandatory Tenders—Failure to Meet Conditions,” the Trustee will pay to the Owners of the Series 2014B Bonds 100% of the principal amount of the Series 2014B Bonds purchased on such date, plus unpaid accrued interest, if any, to such date on the related Unscheduled Mandatory Tender Date from the proceeds of the remarketing of Series 2014B Bonds and monies of the Museum as described under the caption “—Remarketing and Purchase of Series 2014B Bonds in Connection with Unscheduled Mandatory Tenders—Purchase of Series 2014B Bonds.” The failure to pay the purchase price of Series 2014B Bonds in connection with an Unscheduled Mandatory Tender does not constitute an Event of Default under the Resolution and the purchase of the Series 2014B Bonds subject to mandatory tender will be cancelled and the Flexible Rate Period will continue. See the caption “—Remarketing and Purchase of Series 2014B Bonds in Connection with Unscheduled Mandatory Tenders—Failure to Meet Conditions.”

Purchase of Series 2014B Bonds

Each Remarketing Agent has agreed to use its best efforts to remarket the Series 2014B Bonds of any subseries for which it is acting as Remarketing Agent which are to be purchased pursuant to the Resolution at a price equal to the principal amount thereof, such that the Index Spread for the next Flexible Rate Period will be adjusted as described below to be the minimum fixed per annum interest rate spread to SIFMA or LIBOR, as applicable, available in the marketplace. See “—Remarketing and Purchase of Series 2014B Bonds in Connection with Scheduled Mandatory Tenders” and “—Remarketing and Purchase of Series 2014B Bonds in Connection with Unscheduled Mandatory Tenders.” Series 2014B Bonds of any subseries subject to purchase on a Mandatory Purchase Date, Scheduled Mandatory Tender Date or Unscheduled Mandatory Tender Date will be purchased from the Owners thereof at the Purchase Price, which will be payable solely from the following sources in the order listed:

- (i) Immediately available funds on deposit in the Remarketing Proceeds Account relating to the applicable subseries; and
- (ii) Immediately available funds on deposit in the Institution Purchase Account relating to the applicable subseries.

See Appendix D under the caption “SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION—Creation of Bond Purchase Fund” for a description the Remarketing Proceeds Accounts and Institution Purchase Accounts.

As soon as practicable, but in no event later than 11:00 a.m. on each Scheduled Mandatory Tender Date or Unscheduled Mandatory Tender Date, the Remarketing Agent for the applicable Series 2014B Bonds shall inform the Paying Agent and the Museum by telephone, promptly confirmed in writing, of (1) the principal amount of Series 2014B Bonds to be purchased on a Scheduled Mandatory Tender Date or Unscheduled Mandatory Tender Date (“Purchased Bonds”) for which the Remarketing Agent has identified prospective purchasers, (2) the name, address and taxpayer identification number of each such purchaser, (3) the principal amount of Purchased Bonds to be purchased and (4) the Minimum Authorized Denominations in which such Purchased Bonds are to be delivered. Upon receipt from the Remarketing Agent of such information, the Paying Agent shall prepare Purchased Bonds in accordance with the information received from the Remarketing Agent for the registration of transfer and redelivery to the Remarketing Agent. By 11:45 a.m. on each Scheduled Mandatory Tender Date and Unscheduled Mandatory Tender Date, the Paying

Agent shall notify the Museum and the Trustee by telephone, promptly confirmed in writing, as to the aggregate Purchase Price of the Purchased Bonds and as to the projected Funding Amount.

The term “Funding Amount” means an amount equal to the difference between (1) the total Purchase Price of those Purchased Bonds to be purchased on a Scheduled Mandatory Purchase Date or an Unscheduled Mandatory Purchase Date, and (2) the Purchase Price of those Purchased Bonds to be purchased on a Scheduled Mandatory Purchase Date or an Unscheduled Mandatory Purchase Date with respect to which the Remarketing Agent has transferred or has caused to be transferred immediately available funds to the Paying Agent by 11:15 a.m. on the Purchase Date for deposit in the Remarketing Proceeds Account pursuant to the Series 2014B Resolution. The term “Purchase Price” of any Purchased Bond means the principal amount thereof plus accrued interest from and including the last Interest Accrual Date to, but not including, the Purchase Date; provided, however, that if the Purchase Date for any Purchased Bond is an Interest Payment Date and an Interest Accrual Date, the Purchase Price thereof shall be the principal amount thereof, and interest on such Series 2014B Bond shall be paid to the registered owner of such Series 2014B Bond pursuant to provisions of the Resolution.

The Trustee will pay from the funds specified in the Resolution, the Purchase Price for each tendered Series 2014B Bond on the Scheduled Mandatory Tender Date or, if all Series 2014B Bonds are purchased, the Unscheduled Mandatory Tender Date. The Purchase Price of any Series 2014B Bond so tendered is payable only upon surrender of such Series 2014B Bond to the Trustee at its Corporate Trust Office for delivery of such Series 2014B Bond. Payment of the Purchase Price of any Series 2014B Bond tendered for purchase will be made in immediately available funds or in such manner as the Bond Depository and the Trustee agree.

Remarketing and Purchase of Series 2014B Bonds in Connection with Scheduled Mandatory Tenders

Remarketing of Series 2014B Bonds. During each Flexible Rate Period for any subseries of the Series 2014B Bonds in the Flexible Rate Mode, upon establishing the Index Spread for the next succeeding Flexible Rate Period (as described below under the caption “—Determination of Index Spread”), the applicable Remarketing Agent will offer for sale and use its best efforts to sell in accordance with the Remarketing Agreement all Series 2014B Bonds of such subseries at a price equal to the principal amount thereof, described below under the caption “—Determination of Index Spread”. The Remarketing Agent will sell any Series 2014B Bonds of such subseries tendered pursuant to a Scheduled Mandatory Tender at the principal amount thereof; provided that if the Museum delivers a Favorable Opinion of Bond Counsel, the Museum has the right to direct the Remarketing Agent to sell any Series 2014B Bonds tendered pursuant to a Scheduled Mandatory Tender at a discount or at a premium.

Determination of Scheduled Mandatory Tender Date. Unless any subseries of the Series 2014B Bonds subject to a Flexible Rate Period have been purchased (including in connection with a change in Mode or an Unscheduled Mandatory Tender) or redeemed prior to the Scheduled Mandatory Tender Date for such Flexible Rate Period, the Museum, by direction to the Trust, the Remarketing Agent and Trustee by electronic notice or telecopy not later than ten (10) Business Days before the Scheduled Mandatory Tender Date for each Flexible Rate Period, will determine the Scheduled Mandatory Tender Date for all Series 2014B Bonds of such subseries for each Flexible Rate Period immediately following the purchase of Series 2014B Bonds pursuant to a Scheduled Mandatory Tender as provided in the Resolution. Such Scheduled Mandatory Tender Date may be any Business Day during the next Flexible Rate Period, except that the Scheduled Mandatory Tender Date must be on a date on or after any Call Protection Standard Date and may not be a date that is later than 270 days after the commencement of the Flexible Rate Period. If the Museum is required to deliver a written direction as provided above but fails to do so, then the Scheduled Mandatory Tender Date for the Flexible Rate Period immediately following the purchase of Series 2014B Bonds of such subseries will be the date that is 270 days after the commencement of the Flexible Rate Period (unless such date is not a Business Day, in which case the Scheduled Mandatory Tender Date will be the first Business Day preceding such date). The Resolution provides that the Scheduled Mandatory Tender Dates for each of the Series 2014B1 Bonds and the Series 2014B2 Bonds must be separated by at least five (5) consecutive Business Days.

Establishment of Call Protection Standard Date. With respect to any Flexible Rate Period commencing for each subseries of the Series 2014B Bonds bearing interest in a Flexible Rate Mode on a Scheduled Mandatory Tender Date and immediately following the purchase of Series 2014B Bonds pursuant to a Scheduled Mandatory Tender, the Call Protection Standard Date will be the date which is ninety (90) days prior to the Scheduled Mandatory Tender Date for such Flexible Rate Period, or if such date is not a Business Day, then the Call Protection Standard Date will be the next succeeding Business Day.

The Call Protection Date with respect to the initial Flexible Rate Period of each subseries as shown on the inside cover page of this Official Statement.

Determination of Index Spread. Unless the Series 2014B Bonds of a subseries subject to a Flexible Rate Period have been purchased (including in connection with a change in Mode or an Unscheduled Mandatory Tender) or redeemed prior to the Scheduled Mandatory Tender Date for such Flexible Rate Period, no later than 5:00 p.m. on the day that is two Business Days before the Scheduled Mandatory Tender Date for each Flexible Rate Period, the Remarketing Agent will determine the Index Spread with respect to the Flexible Rate Period immediately following such Scheduled Mandatory Tender Date. The Index Spread determined by the Remarketing Agent is to be equal to the minimum fixed spread to SIFMA or LIBOR (as applicable) which, if borne by the Series 2014B Bonds of such subseries, would enable the Remarketing Agent to sell all Series 2014B Bonds of such subseries tendered or deemed tendered pursuant to the Scheduled Mandatory Tender on the Scheduled Mandatory Tender Date at a price equal to the principal amount thereof. With respect to all Series 2014B Bonds sold in a Flexible Rate Mode, the Index Spread determined by the Remarketing Agent pursuant to the Resolution will be conclusive and binding on the Owners of the Series 2014B Bonds.

Purchase of Series 2014B Bonds. Series 2014B Bonds required to be purchased as described under caption “—Remarketing of Series 2014B Bonds” will be purchased from the Owners thereof, on the Scheduled Mandatory Tender Date at the Purchase Price from the sources and in the order of priority described under the caption “THE SERIES 2014B BONDS—Purchase of Series 2014B Bonds.”

The Museum is irrevocably obligated to pay the Purchase Price of all Series 2014B Bonds on each applicable Scheduled Mandatory Tender Date.

Consequences of a Scheduled Mandatory Tender Failure. Upon the occurrence of a Scheduled Mandatory Tender Failure on any Scheduled Mandatory Tender Date, the following will occur:

(i) The Trustee will promptly return all Series 2014B Bonds of the applicable subseries to the Owners thereof together with notice of such insufficiency and the Trustee and the applicable Remarketing Agent will promptly return all remarketing proceeds to the persons providing such moneys without interest;

(ii) The Flexible Rate Period then in effect will terminate with respect to each subseries on such Scheduled Mandatory Tender Date and the Series 2014B Bonds of such subseries will bear interest at the Maximum Interest Rate for the Flexible Rate Period commencing on the Scheduled Mandatory Tender Date of the immediately preceding Flexible Rate Period to the earliest to occur of the purchase of the Series 2014B Bonds of such subseries by or on behalf of the Museum or the payment of the principal of the Series 2014B Bonds of such subseries; and

(iii) An Event of Default under the Resolution will occur.

Effect of a Successful Remarketing. If moneys on deposit with the Trustee are sufficient to pay the Purchase Price of Series 2014B Bonds of a subseries to be purchased as described under caption “—Remarketing of Series 2014B Bonds” on a Scheduled Mandatory Tender Date, the following will occur:

(i) The Flexible Rate Period applicable to such subseries in effect immediately before such purchase will terminate on the Scheduled Mandatory Tender Date and a new Flexible Rate Period will commence on such date; and

(ii) The Index Spread with respect to the Series 2014B Bonds applicable to such subseries for the new Flexible Rate Period will be the Index Spread determined as described above under the caption “—Determination of Index Spread.”

Notification of Scheduled Mandatory Tender Failure. On the date of a Scheduled Mandatory Tender Failure, the Trustee will deliver a notice to: (i) the Museum; (ii) the respective Owners of any Series 2014B Bonds of the affected subseries at their addresses appearing on the Bond Register; (iii) the applicable Remarketing Agent; and (iv) one or more Information Services, including EMMA, which will state: (A) that a Scheduled Mandatory Tender Failure occurred; (B) that the Trustee will return all Series 2014B Bonds tendered on the Scheduled Mandatory Tender Date to the Owners thereof; and (C) that an Event of Default has occurred under the Resolution.

Remarketing and Purchase of Series 2014B Bonds in Connection with Unscheduled Mandatory Tenders

Remarketing of Series 2014B Bonds. Upon receipt of notice of an Unscheduled Mandatory Tender for the Series 2014B Bonds of a subseries from the Museum or notice of intent to schedule an Unscheduled Mandatory Tender Date as described under the caption “—Mandatory Tender for Purchase—Unscheduled Mandatory Tender for Purchase,” the Remarketing Agent will offer for sale and use its best efforts to sell in accordance with the Remarketing Agreement all Series 2014B Bonds of such subseries at a price equal to the principal amount thereof, and with an Index Spread determined as described below under the caption “Determination of Index Spread”. The applicable Remarketing Agent will sell any Series 2014B Bonds of a subseries tendered pursuant to an Unscheduled Mandatory Tender at the principal amount thereof.

Determination of Scheduled Mandatory Tender Date. In accordance with the authorization provided by the Museum to a Remarketing Agent, with a copy to the Trustee, in the notice of intent to schedule an Unscheduled Mandatory Tender Date as described under the caption “—Mandatory Tender for Purchase—Unscheduled Mandatory Tender for Purchase,” such Remarketing Agent will, no later than 11:00 a.m. one Business Day before the Unscheduled Mandatory Tender Date, determine the Scheduled Mandatory Tender Date for the Flexible Rate Period immediately following the purchase of the Series 2014B Bonds of a subseries pursuant to the Resolution. Such Scheduled Mandatory Tender Date must be on a date on or after any Call Protection Standard Date and may not be a date that is later than 270 days after the commencement of the Flexible Rate Period. If the Museum is required to deliver a written direction as provided above but fails to do so, then the Scheduled Mandatory Tender Date for the Flexible Rate Period immediately following the purchase of Series 2014B Bonds will be the date that is 270 days after the commencement of the Flexible Rate Period (unless such date is not a Business Day, in which case the Scheduled Mandatory Tender Date will be the first Business Day preceding such date).

Establishment of Call Protection Standard Date. With respect to any Flexible Rate Period commencing on an Unscheduled Mandatory Tender Date and immediately following the purchase of Series 2014B Bonds of a subseries pursuant to an Unscheduled Mandatory Tender, the Call Protection Standard Date for such subseries will be the date which is ninety (90) days prior to the Scheduled Mandatory Tender Date, or if such date is not a Business Day, then Call Protection Standard Date will be the next succeeding Business Day.

Determination of Index Spread. In accordance with the authorization provided by the Museum to the Remarketing Agent, with a copy to the Trustee, in the notice of intent to schedule an Unscheduled Mandatory Tender Date for a subseries of Series 2014B Bonds as described under the caption “—Mandatory Tender for Purchase—Unscheduled Mandatory Tender for Purchase,” the applicable Remarketing Agent will, no later than 11:00 a.m. one Business Day before the Unscheduled Mandatory Tender Date, determine the Index Spread with respect to the Flexible Rate Period immediately following such Unscheduled Mandatory Tender

Date. The Remarketing Agent will determine the Index Spread which will be equal to the minimum spread to SIFMA or LIBOR, as applicable, which, if borne by the Series 2014B Bonds of such subseries, would enable the Remarketing Agent to sell all Series 2014B Bonds of such subseries tendered pursuant to the Unscheduled Mandatory Tender on the Unscheduled Mandatory Tender Date at a price equal to the principal amount thereof. With respect to all Series 2014B Bonds of a subseries sold with a Flexible Index Rate based on an Index Spread determined by the Remarketing Agent pursuant to the Resolution, the determination of the Index Spread so determined by the Remarketing Agent with respect to the Series 2014B Bonds of such subseries will be conclusive and binding on the Owners of the Series 2014B Bonds.

Purchase of Series 2014B Bonds. Subject to the conditions described under the caption “—Failure to Meet Conditions,” the Museum will cause Series 2014B Bonds of a subseries required to be purchased pursuant to an Unscheduled Mandatory Tender to be purchased on each Unscheduled Mandatory Tender Date from the Owners thereof at the Purchase Price from the source indicated under the caption “THE SERIES 2014B BONDS—Purchase of Series 2014B Bonds.”

Consequences of an Unscheduled Mandatory Tender Failure. If any of the conditions of any Unscheduled Mandatory Tender are not satisfied as described under the captions “—Mandatory Tender for Purchase—Unscheduled Mandatory Tender for Purchase” and “—Failure to Meet Conditions,” then the Museum will not have any obligation to purchase any Series 2014B Bonds and no purchase of Series 2014B Bonds will occur. In such event, the following will occur:

(i) The Trustee will return all Series 2014B Bonds of the affected subseries to the Owners thereof together with notice of the basis for such return and the Trustee and the Remarketing Agent will return all remarketing proceeds to the persons providing such moneys without interest;

(ii) The Series 2014B Bonds of the affected subseries will continue to bear interest at the Flexible Rate in effect during such Flexible Rate Period without change or modification and the Flexible Rate Period then in effect will continue until terminated in accordance with the provisions set forth under the caption “—Determination of Index Tender Rates and Index Rate Accrual Periods for Series 2014B Bonds in Flexible Rate Mode—Duration of Flexible Rate Period”; and

(iii) No Event of Default under the Resolution will have occurred.

No Rescission of Unscheduled Mandatory Tender. The Museum is not entitled to rescind an Unscheduled Mandatory Tender.

Failure to Meet Conditions. Any Unscheduled Mandatory Tender will be conditioned upon amounts sufficient to pay the Purchase Price of the Series 2014B Bonds subject to such mandatory tender being on deposit, as described under the caption “—Purchase of Series 2014B Bonds” with the Trustee on the Unscheduled Mandatory Tender Date. If on an Unscheduled Mandatory Tender Date the conditions described in the immediately preceding sentence are not satisfied, then no purchase of Series 2014B Bonds will occur, the applicable subseries of Series 2014B Bonds will continue to bear interest at the SIFMA Flexible Rate or LIBOR Flexible Rate in effect during the Flexible Rate Period then in effect without change or modification then in effect will continue until terminated as described under the caption “Duration of Flexible Rate Period.”

Failure by the Museum to pay or cause to be paid the Purchase Price of any Series 2014B Bonds tendered under the Unscheduled Mandatory Tender provisions of the Resolution for any reason does not constitute an Event of Default by the Museum under such Resolution. No such failure affects the Museum’s right to require Owners of Series 2014B Bonds to tender their Series 2014B Bonds as described under the caption “—Mandatory Tender for Purchase—Unscheduled Mandatory Tender for Purchase” during the remainder of the Flexible Rate Period then in effect or during any subsequent Flexible Rate Period.

Effect of a Successful Remarketing. If moneys on deposit with the Trustee are sufficient to pay the Purchase Price of Series 2014B Bonds to be purchased as described under the caption “—Mandatory Tender

for Purchase—Unscheduled Mandatory Tender for Purchase” and all other conditions are satisfied, the following will occur:

(i) The Flexible Rate Period in effect immediately with respect to such Series 2014B Bonds before such tender will terminate on such Unscheduled Mandatory Tender Date and a new Flexible Rate Period with respect to such Series 2014B Bonds will commence on such date; and

(ii) The Index Spread with respect to the applicable subseries of Series 2014B Bonds for the new Flexible Rate Period will be the Index Spread determined as described above under the caption “—Determination of Index Spread.”

Changes in Mode

All of the Series 2014B1 Bonds or the Series 2014B2 Bonds may be converted to a LIBOR Flexible Rate Period, a SIFMA Flexible Rate Period or any other Interest Rate Period permitted under the Resolution; provided, however, that upon any adjustment, the adjusted subseries of Series 2014B Bonds shall be in Minimum Authorized Denominations. Any adjustment from a LIBOR Flexible Rate Period or a SIFMA Flexible Rate Period may only occur on or after the then-applicable Call Protection Standard Date.

In the event that the Museum shall elect to adjust the interest rate on the Series 2014B Bonds to a LIBOR Flexible Rate Period, a SIFMA Flexible Rate Period or to any other Interest Rate Period, then the written direction furnished by the Museum to the Trust, the Trustee, the Paying Agent and the Remarketing Agent for such Bonds as required by such sections shall be made by registered or certified mail, or by telex or telecopy, confirmed by registered or certified mail. Any such direction of the Museum shall specify the expected new Interest Rate Period and shall be accompanied by a copy of the notice required to be given by the Paying Agent pursuant to the Resolution. Notwithstanding anything herein to the contrary, prior to any effective date of adjustment, the Museum may rescind such initial election and select a different Interest Rate Period without restarting the notice period requirements set forth in the Resolution.

It is a condition precedent to any conversion of the Series 2014B1 Bonds or the Series 2014B2 Bonds from a LIBOR Flexible Rate Period or a SIFMA Flexible Rate Period to any other Interest Rate Period permitted under the Resolution that a Favorable Opinion of Bond Counsel be provided to the Trust, the Trustee and the Remarketing Agent on the effective date of such adjustment at the expense of the Museum. In the event that a Favorable Opinion of Bond Counsel is not delivered or any other condition precedent to such adjustment is not met on the proposed effective date of such adjustment, then the Interest Rate Period on the applicable Series 2014B Bonds shall not be adjusted, and such Bonds shall continue to bear interest at a LIBOR Flexible Rate or a SIFMA Flexible Rate, as the case may be, as in effect immediately prior to such proposed adjustment in the Interest Rate Period. In any event, if notice of such adjustment has been mailed to the Owners of Series 2014B Bonds as provided in the Resolution and any applicable conditions to the obligation to purchase such Series 2014B Bonds have not been met, such Series 2014B Bonds shall continue to be subject to mandatory tender for purchase on the date which would have been the proposed effective date of such adjustment.

In connection with any adjustment of the Interest Rate Period applicable to Series 2014B Bonds, the Museum shall have the right to deliver to the Trust, the Trustee, the Paying Agent and the applicable Remarketing Agent, at any time prior to 10:00 a.m. on the effective date of such adjustment, a written notice to the effect that the Museum elects to rescind its election to make such adjustment. If the Museum rescinds its election to make such adjustment, then the Interest Rate Period shall not be adjusted and the affected Series 2014B Bonds shall continue to bear interest at the LIBOR Flexible Rate or the SIFMA Flexible Rate, as the case may be, as in effect immediately prior to such proposed adjustment. In any event, if notice of adjustment has been mailed to the Owners and the Museum rescinds its election to make such adjustment, then such Series 2014B Bonds shall continue to be subject to mandatory tender for purchase on the date which would have been the effective date of the adjustment.

Mandatory Purchase of Series 2014B Bonds

Except as otherwise provided under the caption “—Remarketing and Purchase of Series 2014B Bonds in Connection with Unscheduled Mandatory Tender—Failure to Meet Conditions” with respect to an Unscheduled Mandatory Tender, each Series 2014B Bond as to which a Tender Notice for purchase on a Purchase Date has been delivered pursuant to a tender for purchase upon election of the Owner or which is subject to mandatory tender for purchase on a Mandatory Purchase Date, Scheduled Mandatory Tender Date or Unscheduled Mandatory Tender Date as a result of a Change in Mode or as otherwise provided in the Resolution will be purchased on such date at the applicable Purchase Price but solely from the sources of payment described under the captions “—Purchase of Series 2014B Bonds,” “—Remarketing and Purchase of Series 2014B Bonds in Connection with Scheduled Mandatory Tender—Purchase of Series 2014B Bonds” or “—Remarketing and Purchase of Series 2014B Bonds in Connection with Unscheduled Mandatory Tender—Purchase of Series 2014B Bonds,” as applicable. Subject to the provisions of the Resolution all Series 2014B Bonds required to be purchased on a Mandatory Purchase Date, Scheduled Mandatory Tender Date or Unscheduled Mandatory Tender Date will be tendered for purchase by delivery to the Trustee at its Corporate Trust Office on or prior to the Mandatory Purchase Date, Scheduled Mandatory Tender Date or Unscheduled Mandatory Tender Date, as applicable, and, except as otherwise provided under the caption “—Mandatory Tender for Purchase—Unscheduled Mandatory Tender for Purchase” with respect to an Unscheduled Mandatory Tender, will be purchased, but solely from the sources of payment described under the captions “—Purchase of Series 2014B Bonds,” “—Remarketing and Purchase of Series 2014B Bonds in Connection with Scheduled Mandatory Tender—Purchase of Series 2014B Bonds” or “—Remarketing and Purchase of Series 2014B Bonds in Connection with Unscheduled Mandatory Tender—Purchase of Series 2014B Bonds,” as applicable.

Undelivered Bonds

Any Series 2014B Bond which is subject to mandatory tender for purchase in accordance with the provisions described under the caption “—Mandatory Tender for Purchase,” in each case which is not tendered for purchase as required by the Resolution, will constitute an Undelivered Bond and will nonetheless be deemed to have been so tendered and, upon provision for payment of the Purchase Price thereof from the applicable funds specified under the caption “—Purchase of Series 2014B Bonds,” will be deemed to have been purchased on the Mandatory Purchase Date, the Scheduled Mandatory Tender Date or the Unscheduled Mandatory Tender Date, as applicable, after which no interest will accrue on the Series 2014B Bond for the benefit of the Owner required to tender the Series 2014B Bond from and after such Mandatory Purchase Date, Scheduled Mandatory Tender Date or Unscheduled Mandatory Tender Date, as applicable, and such Owner will have no rights under the Resolution as the Owner of the Series 2014B Bond except the right to receive the Purchase Price thereof from the funds available therefor, as described under the caption “—Purchase of Series 2014B Bonds.”

Refinancing and Related Risks

No assurance can be given that the Museum will have sufficient remarketing proceeds or funds on hand on the Initial Scheduled Mandatory Tender Date or any Scheduled Mandatory Tender Date thereafter to pay the Purchase Price of the Series 2014B Bonds of any subseries upon the mandatory tender thereof on such date. The Museum has not currently provided for any Liquidity Facility to support the payment of the Purchase Price upon mandatory tender of the Series 2014B Bonds. In the event that the Museum does not have sufficient funds to pay the Purchase Price of the Series 2014B Bonds of any subseries on such date from remarketing proceeds or other funds on hand, the Museum’s ability to pay such Purchase Price is dependent on the Museum’s ability: (i) to issue and sell refunding obligations to refund the Series 2014B Bonds prior to such date; or (ii) to provide for the conversion of such Series 2014B Bonds to another Mode on or prior to such date and to receive sufficient remarketing proceeds upon such conversion to provide for payment of the Purchase Price of such Series 2014B Bonds upon the mandatory tender thereof.

A variety of events could prevent access to the municipal securities market, prohibit the Museum from issuing such refunding obligations or remarketing the Series 2014B Bonds or make the issuance of refunding obligations or the remarketing of the Series 2014B Bonds prohibitively expensive. No assurance can be given that the Museum will be able to effect such a refinancing or remarketing on sufficiently favorable terms. Failure of the Museum to provide sufficient funds to pay the Purchase Price upon a mandatory tender constitutes an Event of Default under the Resolution. See the caption “—Remarketing and Purchase of Series 2014B Bonds in Connection with Scheduled Mandatory Tender—Consequences of a Scheduled Mandatory Tender Failure.”

Disclosure Concerning Remarketing of Series 2014B Bonds

The information contained under this subheading “Disclosure Concerning Remarketing of the Series 2014B Bonds” has been provided by the Remarketing Agents for use in this Official Statement but has not been required by the Trust or Museum to be included herein and, except to the extent such information describes express provisions of the Resolution, the Trust and Museum do not accept any responsibility for its accuracy or completeness.

The Remarketing Agents are Paid by the Museum. Each Remarketing Agent is responsible for remarketing the applicable subseries of Series 2014B Bonds that are tendered by the owners thereof on a Scheduled Mandatory Tender Date or an Unscheduled Mandatory Tender Date. Each Remarketing Agent is appointed by the Museum and is paid by the Museum for its services. As a result, the interests of the Remarketing Agents may differ from those of existing Owners and potential purchasers of the Series 2014B Bonds.

Each Remarketing Agent Routinely Purchases Bonds for its Own Account. Each Remarketing Agent acts as remarketing agent for a variety of variable rate obligations and, in its sole discretion, routinely purchases such obligations for its own account. Each Remarketing Agent is permitted, but not obligated, to purchase tendered Series 2014B Bonds for its own account and, in its sole discretion, may routinely acquire such tendered Series 2014B Bonds in order to achieve a successful remarketing of the Series 2014B Bonds for which it is acting as Remarketing Agent (i.e., because there otherwise are not enough buyers to purchase the Series 2014B Bonds of such subseries) or for other reasons. However, the Remarketing Agent is not obligated to purchase Series 2014B Bonds, and may cease doing so at any time without notice and may elect not to purchase Series 2014B Bonds even though it is purchasing other variable rate demand obligations. A Remarketing Agent may also make a market in Series 2014B Bonds by routinely purchasing and selling Series 2014B Bonds other than in connection with a mandatory tender and remarketing. Such purchases and sales may be at or below par. However, the Remarketing Agents are not required to make a market in Series 2014B Bonds. A Remarketing Agent may also sell any Series 2014B Bonds it has purchased to one or more affiliated investment vehicles for collective ownership or enter into derivative arrangements with affiliates or others in order to reduce its exposure to Series 2014B Bonds. The purchase of Series 2014B Bonds by a Remarketing Agent may create the appearance that there is greater third party demand for Series 2014B Bonds in the market than is actually the case.

Series 2014B Bonds May be Offered at Different Prices on Any Date. Pursuant to the Series 2014B Resolution and the applicable Remarketing Agreement, prior to the Scheduled Mandatory Tender Date or Unscheduled Mandatory Tender Date for the related subseries of the Series 2014B Bonds, such Remarketing Agent is required to determine the applicable rate of Index Spread as described above. The determination of the Index Spread will reflect the Remarketing Agent’s judgment as to, among other factors, the level of market demand for such Series 2014B Bonds (including whether the Remarketing Agent is willing to purchase Series 2014B Bonds for its own account). The Remarketing Agent may or may not be able to remarket any Subseries 2014B Bonds tendered for purchase on the Scheduled Mandatory Tender Date or Unscheduled Mandatory Tender Date, as the case may be, at par and the Remarketing Agent may sell such Series 2014B Bonds at varying prices to different investors on such date or any other date. The Remarketing Agent is not obligated to advise purchasers in a remarketing if it does not have third party buyers for all of such Series 2014B Bonds at the remarketing price. In the event a Remarketing Agent owns any Series 2014 B Bonds for

its own account, it may, in its sole discretion in a secondary market transaction outside the tender process, offer such Series 2014B Bonds on any date, including the interest rate determination date, at a discount to par to some investors.

The Ability to Sell the Series 2014B Bonds Other Than Through the Tender Process May Be Limited. The Remarketing Agents may buy and sell Series 2014B Bonds other than through the tender process. However, it is not obligated to do so and may cease doing so at any time without notice. Thus, investors who purchase the Series 2014B Bonds, whether in a remarketing or otherwise, should not assume that they will be able to sell their Series 2014B Bonds other than by tendering the Series 2014B Bonds on the Scheduled Mandatory Tender Date or Unscheduled Mandatory Tender Date in accordance with the tender process as provided in the Series 2014B Resolution.

Remarketing Agents May be Removed, Resign or Cease Remarketing the Bonds, Without a Successor Being Named. Under certain circumstances, a Remarketing Agent may be removed or have the ability to resign or cease its remarketing efforts, without a successor having been named, subject to the terms of the applicable Remarketing Agreement.

Redemption

Optional Redemption of Series 2014A Bonds. The Series 2014A Bonds maturing after July 1, 2024 are subject to optional redemption by the Trust, at the direction of the Museum, in whole or in part, at any time and in any order from the maturities designated by the Museum, on or after July 1, 2024, at a redemption price of 100% of the principal amount being redeemed, plus accrued interest to the date fixed for redemption.

Mandatory Redemption of Series 2014A Bonds. The Series 2014A Bonds maturing on July 1, 2037 and July 1, 2041 are subject to mandatory sinking fund redemption prior to maturity on July 1 in each of the respective years and in the respective principal amounts (the “Sinking Fund Installments”) set forth below (except as the same may be revised following credits to Sinking Fund Installments, as described below) pursuant to Sinking Fund Installments (the particular Series 2014A Bonds to be redeemed to be selected by the Trustee by lot), in each case at a redemption price of 100% of the principal amount being redeemed, plus accrued interest to the date fixed for redemption.

<u>Series 2014A Bonds maturing July 1, 2037</u>		<u>Series 2014A Bonds maturing July 1, 2041</u>	
<u>Payment Date</u> <u>(July 1)</u>	<u>Sinking Fund</u> <u>Installment</u>	<u>Payment Date</u> <u>(July 1)</u>	<u>Sinking Fund</u> <u>Installment</u>
2035	\$4,215,000	2038	\$4,885,000
2036	4,430,000	2039	5,145,000
2037 [†]	4,650,000	2040	5,415,000
		2041 [†]	2,015,000

[†]Final maturity.

Optional Redemption of Series 2014B Bonds. The Series 2014B Bonds of each subseries in the Flexible Rate Mode are subject to redemption at the option of the Trust, at the direction of the Museum, in whole or in part, in Authorized Denominations, during any Flexible Rate Period, on any Business Day on or after the Call Protection Standard Date for such Flexible Rate Period, at a Redemption Price equal to 100% of the principal amount of the Series 2014B Bonds of such subseries being redeemed plus unpaid accrued interest, if any, to such Redemption Date, without premium. The initial Call Protection Date for each subseries as shown on the inside cover page hereof. See the captions “—Remarketing and Purchase of Series 2014B Bonds in Connection with Scheduled Mandatory Tender—Establishment of Call Protection Date” and “—Remarketing and Purchase of Series 2014B Bonds in Connection with Unscheduled Mandatory Tender—Establishment of Call Protection Standard Date.”

Mandatory Redemption of Series 2014B Bonds. The Series 2014B Bonds of each subseries are subject to mandatory sinking fund redemption prior to maturity on April 1 in each of the respective years and in the respective principal amounts (the “Sinking Fund Installments”) set forth below (except as the same may be revised following credits to Sinking Fund Installments, as described below) pursuant to Sinking Fund Installments (the particular Series 2014B Bonds of such subseries to be redeemed to be selected by the Trustee by lot), in each case at a redemption price of 100% of the principal amount being redeemed, plus accrued interest to the date fixed for redemption.

<u>Series 2014B1 Bonds</u>		<u>Series 2014B2 Bonds</u>	
<u>Payment Date</u> <u>(April 1)</u>	<u>Sinking Fund</u> <u>Installment</u>	<u>Payment Date</u> <u>(April 1)</u>	<u>Sinking Fund</u> <u>Installment</u>
2034	\$ 475,000	2029	\$1,400,000
2035	2,060,000	2030	7,540,000
2036	2,130,000	2031	3,615,000
2037	2,245,000	2032	2,820,000
2038	2,340,000	2033	2,950,000
2039	2,430,000	2034	2,540,000
2040	2,495,000	2035	2,330,000
2041	6,370,000	2036	2,440,000
2042	9,540,000	2037	2,550,000
2043	9,890,000	2038	2,660,000
2044 [†]	10,250,000	2039	2,765,000
		2040	2,905,000
		2041	3,065,000
		2042	3,155,000
		2043	3,285,000
		2044 [†]	3,470,000

[†]Final maturity.

Right of New York State to Require Redemption of the Series 2014 Bonds

The Act provides that the State of New York may, upon furnishing sufficient funds therefor, require the Trust to redeem, as a whole, any issue of the Trust’s bonds, including the Series 2014A Bonds, on any interest payment date for such bonds that is not less than 20 years after the date of issue of such bonds. The Act states that any such redemption of Trust bonds shall be at a price equal to “one hundred five per centum of their face value and accrued interest or at such lower redemption price as may be provided in the bonds in case of the redemption thereof as a whole on the redemption date”. The Resolution provides that the Trustee is required to give notice, in the name of the Trust, of the redemption of Series 2014A Bonds, however, if the Series 2014A Bonds are authorized and issued as Book Entry Bonds, notice of redemption is to be provided in accordance with the operational arrangements of the Securities Depository.

Selection of Bonds to be Redeemed; Credits Against Sinking Fund Installments

If less than all of the Series 2014 Bonds of any subseries are to be redeemed, the particular Series 2014 Bonds of such subseries to be redeemed shall be selected by lot or as the Trustee shall deem fair and appropriate in its discretion in accordance with the provisions of the General Resolution for the selection of Series 2014 Bonds of such subseries to be redeemed in part. Upon any partial redemption, purchase in lieu of optional redemption or surrender of Series 2014 Bonds of such subseries for cancellation, the Sinking Fund Installments due on the Series 2014 Bonds of such subseries so redeemed, purchased or surrendered shall be credited with a like principal amount in any order of their due dates at the election of the Museum.

Purchase in Lieu of Optional Redemption

Whenever the Series 2014 Bonds of any subseries are subject to optional redemption, such Series 2014 Bonds may instead be purchased at the election of the Museum at a purchase price equal to the redemption price. The Museum shall give written notice thereof and of the Series 2014 Bonds and the maturities of Series 2014 Bonds to be so purchased to the Trust and the Trustee. The Trustee shall select the particular Series 2014 Bonds of such subseries and maturities to be so purchased by lot in accordance with the provisions of the General Resolution for the selection of Series 2014 Bonds to be redeemed in part. Promptly thereafter, the Trustee shall give notice of the purchase of such Bonds at the times and in the manner provided in the General Resolution for the notice of redemption. All such purchases may be subject to conditions to the obligation of the Museum to purchase such Series 2014 Bonds and shall be subject to the condition that money for the payment of the purchase price therefor is available on the date set for such purchase. Notice of purchase having been given in the manner required above, then, if sufficient money to pay the purchase price of such Series 2014 Bonds is held by the Trustee, the purchase price of the Series 2014 Bonds or portions thereof so called for purchase shall become due and payable on the date set for purchase. The General Resolution provides that a purchased Series 2014 Bond shall not be considered to cease to be Outstanding solely by virtue of its purchase, that each such purchased Series 2014 Bond that is not a Book-Entry Bond shall be registered in the name or at the direction of the Museum, and that the Museum may not exercise certain rights that are provided to other holders of such Series 2014 Bonds thereunder.

Notice and Effect of Redemption

Notice of redemption is to be provided in accordance with the operational arrangements of the Securities Depository, but in any event, notice of redemption is to be provided to Registered Owners not less than 20 and not more than 60 days prior to any proposed optional redemption date.

The General Resolution provides that, in the case of any optional redemption of the Series 2014 Bonds, such notice shall state that such redemption is conditional upon the deposit of moneys with the Trustee on or before the date fixed for redemption in the necessary amount to redeem such Series 2014 Bonds. If notice of redemption has been duly given and if money for the payment of the redemption price of the Series 2014 Bonds or portions thereof to be redeemed is held by the Trustee, then on the optional redemption date, the Series 2014 Bonds or portions thereof so called for redemption shall become payable at the redemption price specified in such notice and that from and after the optional redemption date, interest thereon or on portions thereof so called for redemption shall cease to accrue, such Series 2014 Bonds or portions thereof shall cease to be outstanding under the Resolution and to be entitled to any benefit, protection or security thereunder, and the Registered Owners of such Series 2014 Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the redemption price upon delivery of such Series 2014 Bonds to the Trustee.

BOOK-ENTRY ONLY SYSTEM

Securities Depository

Unless otherwise noted, portions of the description which follows of the procedures and record-keeping with respect to beneficial ownership interests in the Series 2014 Bonds, payment of interest and other payments on the Series 2014 Bonds to DTC Participants or Beneficial Owners of the Series 2014 Bonds, confirmation and transfer of beneficial ownership interests in the Series 2014 Bonds and other bond-related transactions by and between DTC, the DTC Participants and Beneficial Owners of the Series 2014 Bonds is based solely on information furnished by DTC to the Trust for inclusion in this Official Statement. Accordingly, the Trust, the Museum and the Underwriters do not and cannot make any representations concerning these matters.

DTC will act as securities depository for the Series 2014 Bonds. The Series 2014 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One

fully-registered Series 2014 Bond certificate will be issued for the Series 2014 Bonds, in the aggregate principal amount of such bond, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participant’s accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of the Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission.

Purchases of Series 2014 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2014 Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2014 Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2014 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2014 Bonds, except in the event that use of the book-entry system for the Series 2014 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2014 Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2014 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2014 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Series 2014 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to Series 2014 Bonds unless authorized by a Direct Participant in accordance with DTC’s Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Trust as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Series 2014 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Series 2014 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detailed information from the Trust or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Trust, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest and redemption proceeds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trust or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2014 Bonds at any time by giving reasonable notice to the Trust or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2014 Bond certificates are required to be printed and delivered.

The Trust may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository) with respect to the Series 2014 Bonds. In that event, Series 2014 Bond certificates will be printed and delivered.

THE TRUST, THE TRUSTEE OR THE MUSEUM SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY PARTICIPANT OR THE PERSONS TO WHOM THEY ACT AS NOMINEES WITH RESPECT TO: THE ACCURACY OF THE RECORDS MAINTAINED BY DTC, CEDE & CO. OR ANY PARTICIPANT; PAYMENTS TO, OR THE PROVIDING OF NOTICE FOR, ANY PARTICIPANT OR ANY INDIRECT PARTICIPANT OR BENEFICIAL OWNER; THE SELECTION BY DTC OR ANY PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF A MATURITY OF THE SERIES 2014 BONDS; OR ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE REGISTERED OWNER OF SERIES 2014 BONDS.

The Trust, the Trustee, the Underwriters and the Museum cannot and do not give any assurances that DTC, Participants or others will distribute (i) payments of debt service on the Series 2014 Bonds paid to DTC or its nominee, as the registered owners, or (ii) any redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis or that DTC will serve and act in a manner described in this Official Statement. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Trust and the Underwriters believe to be reliable, but none of the Trust, the Trustee, the Underwriters or the Museum is responsible for the accuracy or completeness thereof.

SECURITY FOR THE SERIES 2014 BONDS

General

The Series 2014 Bonds, together with the Outstanding Bonds and any Additional Bonds hereafter issued under the Resolution, are limited obligations of the Trust, secured solely by and payable solely from the "Trust Estate" which includes (i) the Loan Payments required to be made by the Museum pursuant to the Loan Agreement (the "Revenues"), (ii) all moneys and investments in funds and accounts established under the Resolution (including proceeds of all Outstanding Bonds and Additional Bonds but excluding the Rebate Fund and bond purchase funds, established in connection with any subseries of Bonds and interest earned and gains realized thereon); provided, however, that all accounts and subaccounts thereunder created with respect to the Series 2014 Bonds and all additional accounts and subaccounts thereunder created with respect to other Series of Bonds of the Funds designated in the Resolution shall be pledged solely for the benefit, security and protection of the owners of the Series 2014 Bonds or such applicable Series of Bonds, and interest earned and gains realized on such funds, (iii) all income and gains, and the proceeds of such income and gains, received

by the Trust, and (iv) all of the Trust's right, title and interest in and to the Loan Agreement, excluding only the rights to all Additional Payments (as described herein) and the Trust's rights to obtain notices and make consents and amendments thereunder relating thereto but including, without limitation, the immediate and continuing right to receive and collect Revenues. The Museum's obligation to make payments under the Loan Agreement is a general, unsecured obligation of the Museum.

The Trust has also previously issued tax-exempt bonds in addition to the Outstanding Bonds, the proceeds of which were loaned to AMNH for the purpose of paying a portion of costs incurred for the construction, expansion, improvement and rehabilitation of facilities operated by AMNH and the Planetarium Authority and to refinance outstanding debt. Such other bonds in the outstanding principal amount of \$113,105,000, will remain outstanding. Such other bonds were issued and are secured under separate bond resolutions and loan agreements which do not secure the Outstanding Bonds, the Series 2014 Bonds or any other Bonds issued under the Resolution. The Museum's obligations under such loan agreements are general, unsecured obligations of the Museum.

Under the terms of the Loan Agreement, the Museum has agreed to pay to the Trust, in addition to all other payments of any nature due under the Loan Agreement, the Loan Payments which shall be sufficient to pay the principal of, redemption premium (if any) and interest on the Bonds outstanding under the Resolution, whether at maturity, upon redemption, acceleration or otherwise, and to pay the purchase price of any Bonds required to be purchased pursuant to the Resolution at the times required thereby (but only to the extent certain other funds are not available therefor). The Museum has agreed in the Loan Agreement that the obligation to make the Loan Payments shall be absolute and unconditional irrespective of any defense or any rights of set-off, recoupment, counter-claim or deduction and without any rights of suspension, deferment diminution or reduction the Museum might otherwise have. The Museum has agreed in the Loan Agreement that until such time as no Bonds are deemed Outstanding under the Resolution, the Museum (i) will not suspend or discontinue any Loan Payments except to the extent that the same have been prepaid, and (ii) will not terminate the provisions of the Loan Agreement with respect to the Bonds for any cause including, without limiting the generality of the foregoing, any failure on the part of the Trust to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or in connection with the Loan Agreement. Under the terms of the Resolution, the Loan Payments have been pledged and assigned to the Trustee as security for the payment of the Bonds.

Moneys on deposit in the Debt Service Fund, including all income earned on such moneys from the temporary investment thereof, shall be used solely for the payment of the principal of, redemption premium (if any) and interest on the Bonds as the same shall become due and payable or as otherwise permitted by the Resolution; provided, however, that if a bond insurance policy is provided with respect to any Series of Bonds, moneys received from or with respect to such bond insurance policy may be applied only to the payment of amounts due on the Series of Bonds with respect to which such bond insurance policy was issued.

The Series 2014 Bonds are not a debt of the State of New York, The City of New York or any other municipality therein, and neither the State of New York, The City of New York nor any other municipality therein shall be liable on the Series 2014 Bonds.

Additional Bonds

Subsequent to the issuance of the Series 2014 Bonds, the Trust may at any time and from time to time issue and deliver under the Resolution and secure under the Resolution at one time or from time to time one or more additional Series of Bonds for the purposes described in the Resolution, including (i) financing the acquisition and construction of projects for use by the Museum, or (ii) refunding all or any portion of any Series of Bonds or other bonds issued by the Trust for the benefit of the Museum.

Any such Series of Additional Bonds may provide for a maturity date or maturity dates of such additional Series of Bonds different from the Series 2014 Bonds, interest payment dates and record dates different from the Series 2014 Bonds, an interest rate or rates *per annum* (including a maximum rate, if

applicable) or the manner of determining such rates different from the rate or rates or method of determination with respect to the Series 2014 Bonds, and terms and conditions (including redemption premiums, if any) for the redemption (by sinking fund or otherwise) of any such Series of Additional Bonds different from the Series 2014 Bonds.

Except as described above with respect to any bond insurance policy provided with respect to any particular Series of Bonds or accounts established with respect to any particular Series of Bonds, any such additional Series of Bonds shall rank on a parity as to liens on the Trust Estate with the Series 2014 Bonds in the manner provided in the Resolution.

Loan Agreement Payment Obligation

Under the terms of the Loan Agreement, the agreement of the Museum to make Loan Payments constitutes a general, unsecured obligation of the Museum. The Museum's obligation under the Loan Agreement is not secured by the collections or exhibits of the Museum or by a pledge of or mortgage of any specific assets or property of the Museum.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Debt Service Requirements

The following table shows the Museum's debt service requirements with respect to its outstanding long-term indebtedness and the Series 2014 Bonds.

Estimated Debt Service Requirements

Fiscal Year Ended June 30 ⁽¹⁾	Other Long- Term Debt of the Museum ^{(2) (3)}	Series 2014A (Fixed Rate)		Series 2014B (FRNs) ⁽³⁾		Aggregate Debt Service Requirements
	Debt Service	Principal Installments	Interest	Principal	Interest	Debt Service
2014	\$ 14,047,013	-	-	-	\$ 199,529	\$ 14,246,542
2015	7,423,930	-	\$ 2,668,493	-	2,765,074	12,857,497
2016	8,014,555	-	2,488,750	-	2,930,617	13,433,922
2017	11,224,998	-	2,488,750	-	3,094,265	16,808,013
2018	11,203,608	-	2,488,750	-	3,260,074	16,952,431
2019	11,204,148	-	2,488,750	-	3,425,074	17,117,971
2020	11,260,018	-	2,488,750	-	3,426,414	17,175,181
2021	11,208,078	-	2,488,750	-	3,423,734	17,120,561
2022	11,602,288	-	2,488,750	-	3,425,074	17,516,111
2023	11,620,648	-	2,488,750	-	3,425,074	17,534,471
2024	11,651,628	-	2,488,750	-	3,426,414	17,566,791
2025	11,693,908	-	2,488,750	-	3,423,734	17,606,391
2026	11,751,168	-	2,488,750	-	3,425,074	17,664,991
2027	11,761,868	-	2,488,750	-	3,425,074	17,675,691
2028	7,287,108	-	2,488,750	-	3,426,414	13,202,271
2029	6,023,903	-	2,488,750	\$ 1,400,000	3,411,851	13,324,504
2030	-	-	2,488,750	7,540,000	3,313,548	13,342,298
2031	-	\$ 3,765,000	2,488,750	3,615,000	3,090,878	12,959,628
2032	-	4,835,000	2,300,500	2,820,000	2,976,237	12,931,737
2033	-	5,080,000	2,058,750	2,950,000	2,876,715	12,965,465
2034	-	5,340,000	1,804,750	3,015,000	2,777,087	12,936,837
2035	-	4,215,000	1,537,750	4,390,000	2,661,123	12,803,873
2036	-	4,430,000	1,327,000	4,570,000	2,507,282	12,834,282
2037	-	4,650,000	1,105,500	4,795,000	2,342,749	12,893,249
2038	-	4,885,000	873,000	5,000,000	2,174,522	12,932,522
2039	-	5,145,000	628,750	5,195,000	1,997,872	12,966,622
2040	-	5,415,000	371,500	5,400,000	1,815,671	13,002,171
2041	-	2,015,000	100,750	9,435,000	1,590,527	13,141,277
2042	-	-	-	12,695,000	1,241,085	13,936,085
2043	-	-	-	13,175,000	804,394	13,979,394
2044	-	-	-	13,720,000	351,371	14,071,371
2045	-	-	-	-	-	-
Total	\$168,978,860	\$49,775,000	\$54,596,743	\$99,715,000	\$82,434,548	\$455,500,151

(1) Includes July 1 payments advanced to bond trustee prior to end of fiscal year (e.g., Fiscal Year 2014 includes July 1, 2014 debt service requirements).

(2) Includes debt service on the outstanding Bonds, excluding any interest due on the Refunded Bonds after the date of issue of the Series 2014 Bonds.

(3) Interest on \$74,715,000 principal amount of the Series 2014B Bonds and a portion of the outstanding Bonds is calculated taking into account anticipated payments under three floating-to-fixed rate swaps. See "APPENDIX A – American Museum of Natural History – INTEREST RATE EXCHANGE AGREEMENTS" for a description of such swaps. Interest on the remaining \$25,000,000 of Series 2014B Bonds is variable and is calculated based upon an assumption that such bonds bear interest at rates which will average .69% through Fiscal Year 2015, 1.35% in Fiscal Year 2015, 2.01% in Fiscal Year 2016, 2.67% in Fiscal Year 2017 and 3.33% thereafter.

CERTAIN INVESTMENT CONSIDERATIONS AND RISK FACTORS

Prospective purchasers of the Series 2014 Bonds should be aware of certain investment considerations and risk factors in evaluating an investment in the Series 2014 Bonds. Purchase of the Series 2014 Bonds involves investment risk. Accordingly, prospective purchasers should consider carefully the following investment considerations and risk factors, in addition to the other information concerning the Museum contained in this Official Statement, before purchasing the Series 2014 Bonds offered hereby.

Written or oral statements made by the Trust, the Museum, the Underwriters or their respective representatives, including statements describing their respective objectives, estimate, expectations or predictions of the future may be “forward-looking statements,” which can be identified by use of forward-looking terminology such as “believes,” “expects,” “may,” “will,” “should,” “estimates,” “anticipates” or the negative thereof or other variations thereon. The Trust, the Museum, and the Underwriters caution that, by their nature, forward-looking statements involve risk and uncertainty and that the actual results achieved by the Museum could differ materially from those expressed or implied in such forward-looking statements or could affect the extent to which a particular projection is realized. Some of the factors which may affect the actual results of the Museum are described below.

Revenue and Expense

The Museum derives its revenue from a variety of sources, including admissions and memberships, donations and the endowment, New York City capital and operating support, federal research grants, and auxiliary income from traveling exhibitions and retail sales and other programs. Over the term of the Series 2014 Bonds, many factors could adversely affect these sources of revenue, including by way of illustration and not limitation, recessions and other setbacks for the economy, a reduction in foreign and domestic travel caused by increased transportation costs, foreign exchange rates, or security concerns. Changes in the tax law affecting matters such as deductibility of donations and tax exemptions for income from admissions, endowment and related program sales would adversely affect the financial condition of the Museum.

Damage or Destruction of the Museum

The Museum or its Collections could be subject to damage or destruction, in whole or in part. The amount of insurance the Museum has may not be sufficient to replace or rebuild the Museum, replace the Collections or reimburse the Museum for loss of income.

Matters Relating to Enforceability

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the Resolution and the Loan Agreement. Any attempt by the Trustee to enforce these remedies may require judicial action, which is often subject to discretion and delay. Under existing law, certain of the remedies specified in the Resolution and the Loan Agreement may not be readily enforceable. For example, a court may decide not to order the specific performance of the covenants contained in these documents if it determines that monetary damages will be an adequate remedy. In the event of a bankruptcy of the Museum, the federal bankruptcy laws may delay or prevent the enforcement by the Trustee and the Bondholders of their claim to the Trust Estate, which could delay or prevent payment of debt service on the Series 2014 Bonds.

Donors under pledge agreements with the Museum also are subject to bankruptcy risks. In the event of a bankruptcy of a donor under a pledge agreement, the Museum may be delayed or prevented from enforcing the donor’s obligations under its agreement. Any such occurrence could adversely affect the Museum’s ability to meet its cash requirements.

All legal opinions with respect to the enforceability of legal documents will be expressly subject to a qualification that enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditor's rights generally and by applicable principles of equity.

Tax Exemption for the Series 2014 Bonds

Interest on the Series 2014 Bonds could become includable in gross income for federal income tax purposes (including, in certain circumstances, from the issuance date of the Series 2014 Bonds) in the event of the failure of the Trust or the Museum to comply with certain covenants contained in the Resolution and the Loan Agreement, respectively. Upon the occurrence of such an event of taxability, there is no provision for mandatory redemption of the Series 2014 Bonds. In such event, the owners of the Series 2014 Bonds might incur a significant tax liability and might be unable to sell, or might suffer a loss in selling, their Series 2014 Bonds. The Trust and the Museum will covenant to maintain the tax-exempt status of the Series 2014 Bonds. See “—Summary of Certain Provisions of the Loan Agreement—Tax Covenant.”

Basis of Ratings

The ratings that are assigned to the Series 2014 Bonds upon their initial issuance are based upon the current ratings of the respective rating agencies. The Museum has not covenanted to maintain the applicability of such ratings to the Series 2014 Bonds. The financial condition and affairs of the Museum, and the evaluations of the respective rating agencies of such matters, may change in a manner which could cause one or more of the rating agencies to suspend, reduce or withdraw the rating that it has previously assigned to the Series 2014 Bonds. Any such adverse rating action, or any statement by a rating agency that it is considering such an action with respect to the Series 2014 Bonds, may adversely affect the market value of the Series 2014 Bonds and the existence of a secondary market for the Series 2014 Bonds. See “RATINGS”.

Secondary Markets and Prices

The Underwriters will not be obligated to repurchase any of the Series 2014 Bonds, and no representation is made concerning the existence of any secondary market for the Series 2014 Bonds. No assurance is given that any secondary market will develop following the completion of the offering of the Series 2014 Bonds and no assurance is given that the initial offering prices for the Series 2014 Bonds will continue for any period of time.

Refinancing and Related Risks

No assurance can be given that the Museum will have sufficient remarketing proceeds or funds on hand on the Initial Scheduled Mandatory Tender Date or any Scheduled Mandatory Tender Date thereafter to pay the Purchase Price of the Series 2014B Bonds of any subseries upon the mandatory tender thereof on such date. See “Remarketing and Purchase of Series 2014B Bonds in connection with Unscheduled Mandatory Tender — Refinancing and Related Risks” herein.

TAX MATTERS

In the opinion of Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2014 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the “Code”). Bond Counsel is of the further opinion that interest on the Series 2014 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel is also of the opinion that interest on the Series 2014 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). A copy of the proposed form of opinion of Bond Counsel is set forth in “APPENDIX F — Form of Opinion of Bond Counsel” hereto.

To the extent the issue price of any maturity of the Series 2014 Bonds is less than the amount to be paid at maturity of such Series 2014 Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Series 2014 Bonds), the difference constitutes “original issue discount,” the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the Series 2014 Bonds which is excluded from gross income for federal income tax purposes. For this purpose, the issue price of a particular maturity of the Series 2014 Bonds is the first price at which a substantial amount of such maturity of the Series 2014 Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Series 2014 Bonds accrues daily over the term to maturity of such Series 2014 Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Series 2014 Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Series 2014 Bonds. Beneficial Owners of the Series 2014 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Series 2014 Bonds with original issue discount, including the treatment of Beneficial Owners who do not purchase such Series 2014 Bonds in the original offering to the public at the first price at which a substantial amount of such Series 2014 Bonds is sold to the public.

Series 2014 Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) (“Premium Bonds”) will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner’s basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Series 2014 Bonds. The Trust and the Museum have made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Series 2014 Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Series 2014 Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Series 2014 Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel’s attention after the date of issuance of the Series 2014 Bonds may adversely affect the value of, or the tax status of interest on, the Series 2014 Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

In addition, Bond Counsel has relied, among other things, on the opinion of the General Counsel to the Museum, regarding, among other matters, the current qualification of the Museum as an organization described in Section 501(c)(3) of the Code and the intended operation of the facilities to be financed or refinanced by the Series 2014 Bonds as substantially related to the Museum’s charitable purpose under Section 513(a) of the Code. Such opinion is subject to a number of qualifications and limitations. Furthermore, General Counsel to the Museum cannot give and has not given any opinion or assurance about the future activities of the Museum, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the resulting changes in enforcement thereof by the Internal Revenue Service. Failure of the Museum to be organized and operated in accordance with the Internal Revenue Service’s requirements for the maintenance of its status as an organization described in Section 501(c)(3) of

the Code, or to operate the facilities financed or refinanced by the Series 2014 Bonds in a manner that is substantially related to the Museum's charitable purpose under Section 513(a) of the Code, may result in interest payable with respect to the Series 2014 Bonds being included in federal gross income, possibly from the date of the original issuance of the Series 2014 Bonds.

Although Bond Counsel is of the opinion that interest on the Series 2014 Bonds is excluded from gross income for federal income tax purposes, and is exempt from personal income taxes imposed by the State of New York or any political subdivision thereof (including The City of New York), the ownership or disposition of, or the accrual or receipt of interest on, the Series 2014 Bonds may otherwise affect a Beneficial Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Series 2014 Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. For example, Representative Dave Camp, Chair of the House Ways and Means Committee released draft legislation that would subject interest on the Series 2014 Bonds to a federal income tax at an effective rate of 10% or more for individuals, trusts, and estates in the highest tax bracket, and the Obama Administration proposed legislation that would limit the exclusion from gross income of interest on the Series 2014 Bonds to some extent for high-income individuals. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Series 2014 Bonds. Prospective purchasers of the Series 2014 Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Series 2014 Bond Counsel is expected to express no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Series 2014 Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the Trust or the Museum, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The Trust and the Museum have covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the Series 2014 Bonds ends with the issuance of the Series 2014 Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the Trust, the Museum or the Beneficial Owners regarding the tax-exempt status of the Series 2014 Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the Trust, the Museum and their appointed counsel, including the Beneficial Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the Trust or the Museum legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Series 2014 Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Series 2014 Bonds, and may cause the Trust, the Museum or the Beneficial Owners to incur significant expense.

LITIGATION

There is no litigation pending or, to the knowledge of the Trust or the Museum, threatened, against the Trust or the Museum, respectively, in any court to restrain or enjoin the issuance or delivery of the Series 2014 Bonds, or the collection of Loan Payments pledged or to be pledged to pay the principal of and interest on the Series 2014 Bonds, or in any way contesting or affecting the validity of the Series 2014 Bonds or the Resolution or in any way questioning the tax-exemption of interest on the Series 2014 Bonds.

There is no material litigation pending or, to the knowledge of the Trust, threatened against the Trust or involving any of the property or assets under the control of the Trust.

There is no material litigation pending or to the knowledge of the Museum threatened against the Museum or involving any of the property or assets under its control.

CONTINUING DISCLOSURE INFORMATION

The Museum has covenanted for the benefit of the holders of the Series 2014 Bonds that, consistent with Rule 15c2-12 under the Securities and Exchange Act of 1934, as amended (the “Rule”), the Museum will provide or cause a dissemination agent to provide: annual financial information for the Museum, including audited financial statements of the Museum for each fiscal year ending on and after June 30, 2014, and notices of certain events with respect to the Series 2014 Bonds, including principal and interest payment delinquencies, non-payment related defaults, if material, unscheduled draws on debt service reserves reflecting financial difficulties, unscheduled draws on credit enhancements reflecting financial difficulties, substitution of credit or liquidity providers or their failure to perform, adverse tax opinions or the issuance by the IRS of a proposed or final determination of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2014 Bonds or other material events affecting the tax-exempt status of the Series 2014 Bonds; modifications to rights of security holders, if material, bond calls, if material, defeasances, bankruptcy, insolvency, receivership or similar event of the issuer, rating change, tender offers, consummation of a merger, consolidation, acquisition, or sale or all of substantially all of the assets of an obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material, appointment of a successor or additional trustee or the change of name of a trustee, if material; and release, substitution, or sale of property securing repayment of the securities if material. The annual financial information referred to above and the notices of the events referred to above will be provided to the Municipal Securities Rulemaking Board (“MSRB”). The continuing obligation to provide annual financial information and notices referred to above will terminate with respect to the Series 2014 Bonds when the Series 2014 Bonds are no longer outstanding. Any failure by the Museum to comply with foregoing will not constitute a default with respect to the Bonds. See “APPENDIX G — Proposed Form of Continuing Disclosure Agreement.”

The Museum entered into continuing disclosure agreements (the “Prior CDAs”) in connection with certain prior Trust bond issues, which required the Museum to provide certain annual financial information to a third party for filing with the applicable information repositories (the MSRB being the sole repository after July 1, 2009). Such annual financial information for one fiscal year (2009) was not filed with the MSRB by the third party and with respect to certain other years the information was incomplete or not filed with the MSRB within the timeframe contemplated by the Prior CDAs or was not filed with respect to all the relevant CUSIPs. The Museum has recently received authorization to make filings on its own behalf and has made filings with MSRB to supply the missing and misfiled annual information to the proper CUSIPs. The Museum has adopted procedures designed to directly make the required financial information filings on its own behalf and to assure timely filings going forward.

VERIFICATION

The accuracy of (i) the mathematical computations of the adequacy of the cash and the maturing principal of and interest earned on the government obligations to be held in escrow to pay principal, interest and redemption premiums, if any, on the Refunded Series 2004 Bonds and (ii) certain mathematical computations supporting the conclusion that the Series 2014 Bonds are not “arbitrage bonds” under the Code, will be verified by Causey Demgen & Moore Inc.

UNDERWRITING

The Series 2014A Bonds are being purchased by Morgan Stanley & Co. LLC (“Morgan Stanley”) as representative of the underwriters named on the cover page of this Official Statement (the “2014A Underwriters”). The 2014A Underwriters have agreed to purchase the Series 2014A Bonds from the Trust at a purchase price of \$56,304,277.90, representing the principal amount of the Series 2014A Bonds, plus original issue bond premium in the amount of \$6,529,277.90. The Museum will pay the 2014A Underwriters \$245,370.16 from the Museum’s equity contribution as consideration for underwriting the Series 2014A Bonds. The 2014A Underwriters will purchase the Series 2014A Bonds pursuant to a purchase contract for the Series 2014A Bonds entered into by and among the 2014A Underwriters, the Trust and the Museum. The obligation of the 2014A Underwriters to accept delivery of the Series 2014A Bonds is subject to various conditions contained in the purchase contract. The 2014A Underwriters will be obligated to purchase all the Series 2014A Bonds if any Series 2014A Bonds are purchased.

The Series 2014B1 Bonds are being purchased by Wells Fargo Securities, LLC and Morgan Stanley as underwriters (the “2014B1 Underwriters”). The 2014B1 Underwriters have agreed to purchase the Series 2014B1 Bonds from the Trust at a purchase price of \$50,225,000, representing the principal amount of the Series 2014B1 Bonds. The Museum will pay the 2014B1 Underwriters \$103,930.76 from the Museum’s equity contribution as consideration for underwriting the Series 2014B1 Bonds. The Series 2014B2 Bonds are being purchased by Morgan Stanley as underwriter (the “2014B2 Underwriter”). The 2014B2 Underwriter has agreed to purchase the Series 2014B2 Bonds from the Trust at a purchase price of \$49,490,000, representing the principal amount of the Series 2014B2 Bonds. The Museum will pay the 2014B2 Underwriter \$102,733.81 from the Museum’s equity contribution as consideration for underwriting the Series 2014B2 Bonds. The 2014B1 Underwriters and the 2014B2 Underwriter (collectively, the “2014B Underwriters”) will purchase the respective subseries of the Series 2014B Bonds they are underwriting pursuant to purchase contracts for the Series 2014B Bonds entered into by and among such 2014B Underwriters, the Trust and the Museum. The obligation of each 2014B Underwriter to accept delivery of the subseries of Series 2014B Bonds it has agreed to underwrite is subject to various conditions contained in the related purchase contract. Each 2014B Underwriter will be obligated to purchase all the subseries of Series 2014B Bonds it has contracted to purchase if any of such subseries of Series 2014B Bonds are purchased.

The Museum has agreed to indemnify the Underwriters against certain liabilities arising out of, or relating to, misstatements in or omissions from this Official Statement or from materials supplied by the Museum in writing in connection with the offering of the Series 2014 Bonds.

The Underwriters and their affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services.

In the ordinary course of their various business activities, the Underwriters and their affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the Trust and/or the Museum (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Trust and/or the Museum. The Underwriters and their affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

The following paragraphs under this heading were provided by certain of the underwriters of the Series 2014 Bonds.

Morgan Stanley, parent company of Morgan Stanley & Co. LLC, an underwriter of the Bonds, has entered into a retail distribution arrangement with Morgan Stanley Smith Barney LLC. As part of the distribution arrangement, Morgan Stanley & Co. LLC may distribute municipal securities to retail investors through the financial advisor network of Morgan Stanley Smith Barney LLC. As part of this arrangement, Morgan Stanley & Co. LLC may compensate Morgan Stanley Smith Barney LLC for its selling efforts with respect to the Series 2014 Bonds.

J.P. Morgan Securities LLC (“JPMS”), one of the Underwriters of the Series 2014A Bonds, has entered into a negotiated dealer agreement (the “Dealer Agreement”) with Charles Schwab & Co., Inc. (“CS&Co.”) for the retail distribution of certain securities offerings, including the Series 2014A Bonds, at the original issue prices. Pursuant to the Dealer Agreement, CS&Co. will purchase Series 2014A Bonds from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any Series 2014A Bonds that CS&Co. sells.

“US Bancorp” is the marketing name of U.S. Bancorp and its subsidiaries, including U.S. Bancorp Investments, Inc. (“USBII”), which is serving as an underwriter of the Series 2014A Bonds.

Wells Fargo Securities, LLC, serving as one of the underwriters and the remarketing agent for the Series 2014B1 Bonds, and Wells Fargo Bank, National Association, serving as an underwriter for the Series 2014A Bonds, are affiliates of each other and subsidiaries of Wells Fargo & Company. Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Securities, LLC, member NYSE, FINRA, NFA, and SIPC, and Wells Fargo Bank, National Association.

Wells Fargo Bank, National Association (“WFBNA”), one of the underwriters of the Series 2014A Bonds, has entered into an agreement (the “Distribution Agreement”) with its affiliate, Wells Fargo Advisors, LLC (“WFA”), for the distribution of certain municipal securities offerings, including the Series 2014A Bonds. Pursuant to the Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the Series 2014A Bonds with WFA. WFBNA also utilizes the distribution capabilities of its affiliates, Wells Fargo Securities, LLC (“WFSLLC”) and Wells Fargo Institutional Securities, LLC (“WFIS”), for the distribution of municipal securities offerings, including the Series 2014A Bonds. In connection with utilizing the distribution capabilities of WFSLLC, WFBNA pays a portion of WFSLLC’s expenses based on its municipal securities transactions. Wells Fargo Securities, LLC (“WFS”), one of the underwriters of the Series 2014B1 Bonds, utilizes the distribution capabilities of Wells Fargo Advisors, LLC (“WFA”) for the distribution of certain municipal securities offerings, including the Series 2014B1 Bonds. WFS will share a portion of its underwriting or remarketing agent compensation, as applicable, with WFA for any Bonds sold by WFA to its customers. WFS also utilizes the distribution capabilities of its affiliates, Wells Fargo Bank, N.A. (“WFBNA”) and Wells Fargo Institutional Securities, LLC (“WFIS”), for the distribution of municipal securities offerings, including the Series 2014B1 Bonds. WFBNA, WFS, WFIS, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

REMARKETING AGENTS

Pursuant to respective remarketing agreements, Wells Fargo Securities, LLC will be acting as Remarketing Agent for the Series 2014B1 Bonds and Morgan Stanley will be acting as Remarketing Agent for the Series 2014B2 Bonds.

RATINGS

Moody’s Investors Service (“Moody’s”) has assigned a rating of “Aa3” to the Series 2014 Bonds. Standard & Poor’s Ratings Services, a division of The McGraw Hill Companies, Inc. (“S&P”) has assigned a rating of “AA” to the Series 2014 Bonds. Moody’s and S&P have assigned short-term ratings of “VMIG1” and “A-1+” respectively to the Series 2014B Bonds. Such ratings reflect only the views of the respective

rating organizations, and any explanation of the meaning or significance of the ratings may only be obtained from the respective rating agency, as follows: from Standard & Poor's Ratings Group, 55 Water Street, New York, New York 10041 and from Moody's Investors Service, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007. Generally, rating agencies base their ratings on their own investigation, studies and assumptions. There can be no assurance that a rating when assigned will continue for any given period of time or that it will not be lowered or withdrawn entirely by a rating agency if in their judgment circumstances so warrant. Any lowering or withdrawal of a rating may have an adverse effect on the marketability or market price of the Series 2014 Bonds.

LEGAL MATTERS

All legal matters incident to the authorization, issuance, sale and delivery of the Series 2014 Bonds are subject to the approval of Orrick, Herrington & Sutcliffe LLP, New York, New York, Bond Counsel. The approving opinion of Bond Counsel will be in substantially the form attached to this Official Statement as "APPENDIX F — Form of Opinion of Bond Counsel". Certain legal matters concerning the Trust will be passed on for the Trust by its counsel, Bryant Rabbino LLP, New York, New York. Certain legal matters, including the validity and enforceability of the Loan Agreement, will be passed upon for the Museum by its General Counsel, Gerald Singer, Esq. Certain legal matters will be passed on for the Underwriters by their counsel, Hawkins Delafield & Wood LLP, New York, New York.

LEGAL INVESTMENTS

The Act provides that the Series 2014 Bonds are securities in which all public officers and bodies of the State and all municipalities and political subdivisions, all insurance companies and associations and other persons carrying on an insurance business, all banks, bankers, trust companies, savings banks and savings associations, including savings and loan associations, building and loan associations, investment companies and other persons carrying on a banking business, all administrators, guardians, executors, trustees and other fiduciaries, and all other persons who are now or may hereafter be authorized to invest in bonds or other obligations of the State, may properly and legally invest funds including capital in their control or belonging to them. The Act further provides that the Series 2014 Bonds are also securities which may be deposited with and may be received by all public officers and bodies of the State and all municipalities and political subdivisions for any purpose for which the deposit of bonds or other obligations of the State is now or may hereafter be authorized.

INDEPENDENT AUDITORS

The financial statements of the Museum as of and for the fiscal years ended June 30, 2013 and 2012, included in this Official Statement in "APPENDIX B — The American Museum of Natural History Consolidated Financial Statements", have been audited by Grant Thornton LLP, independent auditors, as stated in their report appearing therein.

MISCELLANEOUS

The references herein to the Act, the Resolution and the Loan Agreement are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such statute and documents for full and complete statements thereof. The agreements of the Trust with the holders of the Series 2014 Bonds are fully set forth in the Resolution, and neither any advertisement of the Series 2014 Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Series 2014 Bonds. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations of fact. Copies of the documents mentioned in this paragraph are on file at the offices of the Trustee, The Bank of New York.

The Museum has reviewed the information contained herein with respect to it, its facilities, its operations and its financial condition and has approved all such information for use in this Official Statement.

The execution and delivery of this Official Statement by the Chairman of the Trust have been duly authorized by the Trust.

THE TRUST FOR CULTURAL RESOURCES
OF THE CITY OF NEW YORK

By: /s/ Stanley Kreitman
Chairman

AMERICAN MUSEUM OF NATURAL HISTORY

[THIS PAGE INTENTIONALLY LEFT BLANK]

AMERICAN MUSEUM OF NATURAL HISTORY

OVERVIEW

The American Museum of Natural History (“AMNH” or the “Museum”) is one of the largest natural history museums in the world. It is a diverse scientific, educational and cultural organization that includes the Rose Center for Earth and Space (which houses the Hayden Planetarium), and the Richard Gilder Graduate School. The Museum was founded as a nonprofit, educational corporation in 1869 by a special act of the Legislature of the State of New York. It is located in the Theodore Roosevelt Park in the Manhattan borough of New York City, the largest city in the United States with a growing and diverse population of 8.4 million and the highest tourism of any city in the United States with 50 million foreign and domestic tourists a year.

The Museum’s scientific research, educational programs and exhibitions operate under the auspices of the Board of Regents of the State of New York. The AMNH mission, which reflects a close integration of science and education, is “to discover, interpret, and disseminate—through scientific research and education—knowledge about human cultures, the natural world, and the universe.”

AMNH scientific research is carried out with a full-time scientific staff of more than 200 who work in astrophysics, earth sciences, paleontology, biological sciences and anthropology. AMNH scientists conduct more than 100 expeditions each year and publish their research in peer-reviewed journals at the rate of about 400 publications each year. Research facilities utilized by AMNH include the Museum’s collections, a substantial natural history library and state-of-the-art laboratories as well as other research facilities off site which are available at university consortiums in which AMNH participates. AMNH also owns over 100 acres in the Chiricahua Mountains in Southeastern Arizona with research laboratories and temporary housing for researchers, as well as the 17-acre Great Gull Island, a conservation area located at the eastern end of Long Island Sound in New York State. Their work is partially funded by federal agencies including the National Science Foundation, the National Aeronautics and Space Administration and the National Institutes of Health. AMNH’s cross-disciplinary research centers include the Sackler Institute for Comparative Genomics, which advances basic research in molecular biology, and the Center for Biodiversity and Conservation, which surveys and studies biological diversity, provides educational programs and strives to mitigate threats to the Earth’s ecosystems.

The Museum’s collections number over 33 million specimens and artifacts and are among the largest and most comprehensive in the world. The collections are maintained to facilitate the study and deep understanding of 4.5 billion years of change in Earth’s geology, climate, and life forms. The collections typically increase by between fifty and one hundred thousand specimens and artifacts each year. New collections and facilities include the Museum’s frozen tissue collection of DNA and tissue samples that serve as a repository for research at AMNH and other institutions, often including specimens of endangered species such as those deposited by researchers under permit from the National Park Service. Other new forms of collections include large scientific digital databases of genomic and astrophysical data. The collections and research assets are enriched by continued exploration of areas such as Mongolia, Peru, Madagascar, Chile, Argentina, Bolivia, Brazil, Vietnam, Mexico, Republic of Congo, Thailand, India, the Arctic of Canada and Russia, China, New Guinea, and Australia. AMNH provides research material for other institutions, typically with loans of hundreds of thousands of specimens outstanding at any given time, and its collections are also made available for study on site to hundreds of research scientists and students annually.

In fiscal 2007, AMNH established the Richard Gilder Graduate School (the “Graduate School”) to confer the degrees of Doctor of Philosophy (“Ph.D.”) and Master of Philosophy (“M. Phil”), the first and only museum in the United States to do so. The Graduate School is accredited by the Board of Regents of the State of New York, and has admitted six classes into its Ph.D. program in comparative biology. To further advance training of the next generation of scientists, the Graduate School also conducts a doctoral training program in

collaboration with four universities: Cornell, Columbia, New York University, and the City University of New York, and maintains an active post-doctoral program. Finally, the Graduate School also offers an undergraduate training program, which provides a select group of undergraduate students with intensive research experience in such subjects as evolutionary biology, earth and planetary sciences, and astrophysics.

In fiscal 2011, the New York State Board of Regents selected AMNH to pilot a Master of Arts in Teaching (MAT) program for K-12 science teachers with conferral of the degree by the Board of Regents. The MAT program brings the Museum's scientific resources, educational expertise, and exhibitions to bear on the critical need to improve science teaching. In September 2013, the MAT program graduated its first cohort of 20 new science teachers, all of whom are now teaching in high-needs schools in the New York area. It is now recruiting its third cohort of new science teachers.

In addition to its MAT program, AMNH has extensive professional development programs that annually train over 4,000 K-12 science teachers, both online and on site. Many of these programs offer teachers the opportunity to earn certificates of continuing professional education and credits toward advanced degrees in science education through the City University of New York and other universities. In 2013, the Museum offered teachers three massive open online courses (known as "MOOCs"), *Genetics & Society*, *The Dynamic Earth*, and *Evolution*, co-authored and co-taught by PhD-level Museum scientists and educators. The Museum is continuing the MOOCs in 2014. Total enrollment to date in the US and internationally is 54,000 registered students.

One of the Museum's signature education programs, Urban Advantage, is now in its 10th year. Urban Advantage is a middle school science enrichment program developed by the Museum with the NYC Department of Education and operated by the Museum and seven science institutions of New York City. The program has grown to reach 177 schools, 525 teachers and over 52,000 students throughout all five boroughs of New York City. The program is now being piloted in other urban areas in the United States. In addition, organized school groups with over 500,000 students and teachers visit the Museum's permanent halls and special exhibitions each year, and many participate in the Museum's after-school programs.

AMNH also produces and distributes curricula, lesson plans and resource materials for classroom use and for use in libraries and community organizations to support science teaching and learning in New York City. These materials are widely available on line to other communities throughout the State of New York and the US through the Museum's continued investment in digital media. AMNH further extends the reach of its exhibitions and educational programs through its auxiliary activities. It operates after-hours public programs, including the Science Café featuring popular presentations by Museum curators, and the Isaac Asimov debates led by Neil Tyson, the Director of the Hayden Planetarium. It convenes international conferences on scientific, environmental, cultural, and educational topics, including the Margaret Mead Festival, the longest running showcase for international documentary films in anthropology. The Museum also distributes its award-winning exhibitions, science video bulletin displays, and planetarium shows to museums, science centers, and planetaria in numerous venues in over 20 countries.

AMNH has several shops on its premises that provide visitors a selection of books, videos, and other items for continued learning and that are related to permanent and special Museum exhibitions and education programs. The Museum also provides food service and parking for the convenience of its visitors. The Museum's shops, food service and parking are each operated by independent companies under agreements with AMNH.

The Museum is open to the public 363 days a year. In the last four years, the Museum's attendance averaged approximately 3.8 million paid on site visitors each year, despite two hurricanes that forced closure of the Museum for days and affected a wide area of the Museum's regional attendance base. Additional visitors to special programs, events and research activities brought attendance to approximately 5 million.

The AMNH campus is a complex of interconnected buildings totaling 1.6 million square feet. Within the campus, the Museum's permanent exhibitions are displayed in 45 halls and are supplemented with special

temporary exhibitions during the year, the majority of which are designed and built by AMNH staff. Over the past two decades, AMNH built or renovated fifteen permanent exhibition halls, which incorporate the display of specimens, artifacts, and scientific models, high-definition video and photography, interactive hands-on exhibits, and diorama art. In the last five years, the Museum invested \$118 million in plant, including historic restoration of both the 77th Street castle façade and the Central Park West façade, Roosevelt Rotunda and Memorial, as well as restoration of three major permanent exhibition halls. It has upgraded projectors in the Hayden Planetarium and added “3-D” to its IMAX theater. AMNH also has modernized its security and fire systems, upgraded elevators and escalators, improved visitor services, and completed energy savings improvements.

The premises of AMNH, other than the portion housing the Hayden Planetarium, are exclusively occupied by AMNH under a rent-free lease from the City of New York (the “City Lease”) entered into in 1877 that continues indefinitely so long as the premises are used for the Museum’s chartered purposes. In September, 2013, the City of New York and the Museum entered into an amendment to the lease that affirms the Museum’s long standing policy and practice of setting admission pricing for the general public to its permanent exhibition halls, subject to the consent of the City of New York not to be unreasonably withheld. Admission to the 45 permanent halls and the Rose Center for Earth and Space is on a “suggested” basis. The City Lease amendment also affirmed the Museum’s policy of setting admission to its special exhibits, events, programs, courses, theaters and planetarium at the discretion of the Museum.

The premises of AMNH includes the Rose Center for Earth and Space with the Hayden Planetarium, one of the most technologically advanced planetariums in the world. These facilities are connected to the Museum on an adjacent plot in Theodore Roosevelt Park. The Hayden Planetarium and surrounding exhibition halls are exclusively occupied and operated by the Museum under a lease from the American Museum of Natural History Planetarium Authority (the “Planetarium Authority Lease”) for the purposes of operating the planetarium, astrophysics research, and providing educational programs to the public. The Planetarium Authority Lease is rent free in consideration of the Museum paying the costs of operation, maintenance and reasonable repair, and continues indefinitely until surrendered by the Museum at the discretion of its Board of Trustees. The Planetarium Authority was chartered in 1933 by a special act of Legislature of the State of New York as a public benefit corporation to establish and fund the building of the Hayden Planetarium. The Hayden Planetarium was rebuilt in 2000 as part of the Rose Center for Earth and Space with new exhibition halls and educational programming. In July 2009, the State of New York adopted a revision to the charter of the Planetarium Authority, pursuant to which the Board of the Planetarium Authority now consists of three to five members appointed by the Museum’s Board. Accordingly, the activities of the Planetarium Authority are included in accompanying consolidated financial statements.

The City Lease and the Planetarium Authority Lease are not assignable to pay the indebtedness of the Museum. Consistent with generally accepted accounting principles and museum practice, the value of the Museum’s collections is not reflected in its financial statements, and the collections should be considered unavailable to satisfy the indebtedness of the Museum.

ORGANIZATION AND GOVERNANCE

BOARD OF TRUSTEES/DIRECTORS

The Museum is governed by a Board of Trustees that currently consists of 47 private individuals, elected by the Board, and eight *ex officio* trustees. The *ex officio* trustees are the President of AMNH and the following New York City officials: Mayor of the City of New York; Speaker of the Council of the City of New York; Comptroller of the City of New York; President of the Borough of Manhattan; Commissioner of the Department of Parks and Recreation; Commissioner of the Department of Cultural Affairs; and Chancellor of the Department of Education. Trustees meet quarterly and serve without compensation for their duties as Trustees.

The elected Trustees are divided into three classes for the purpose of staggering their terms of office. The term of each class is three years. Other than officers of the Board and Trustees at Large, no elected Trustee may serve for more than three consecutive full three-year terms, but may be re-elected upon completion of a one year hiatus in service. Trustees at Large may be elected for any number of one-year terms.

The officers of the Board include the Chairman, President, one or more Vice Chairmen, Secretary, and Treasurer. All officers of the Board, except for the President, are elected annually by the Board. The Trustees and officers of the Board are:

Trustee/Director (voting) <i>(For legend of notations, see below.)</i>	Affiliation
Roger C. Altman, <i>Vice Chairman</i> (a,b,c)	Chairman, Evercore Partners, Inc.
Lewis Bernard, <i>Chairman</i>	Chairman, American Museum of Natural History
Scott L. Bok	CEO, Greenhill & Co., Inc.
Gail Brewer, <i>ex officio</i>	President of the Borough of Manhattan
Tom Brokaw, <i>Trustee at Large</i> (c)	NBC News
Archibald Cox, Jr. (b)	AMNH Board Member
Christopher C. Davis (c)	Chairman, Davis Selected Advisors
Bill de Blasio, <i>ex officio</i>	Mayor of the City of New York
Vivian H. Donnelley	Senior Admissions Associate, The Dalton School
Fiona Druckenmiller, <i>Vice Chairman</i> (c)	AMNH Board Member
Carmen Fariña, <i>ex officio</i>	Chancellor of the New York City Department of Education
Nancy B. Fessenden, <i>Trustee at Large</i> (a,c,d)	AMNH Board Member
Tina Fey	Little Stranger, Inc.
Tom Finkelpearl, <i>ex officio</i>	Commissioner, NYC Department of Cultural Affairs
Ellen V. Futter, <i>ex officio and President</i>	President, AMNH
Helene D. Gayle	President and CEO, CARE
Louis V. Gerstner, Jr., <i>Vice Chairman</i> (c)	Retired Chairman and CEO, IBM Corporation
Richard Gilder, <i>Trustee at Large</i>	Gilder Gagnon Howe & Co, LLC
Joseph H. Gleberman (b)	Advisory Director, Goldman Sachs
Sibyl R. Golden, <i>Secretary</i> (c,e)	Freelance writer and editor
David S. Gottesman, <i>Vice Chairman</i> (c,d)	Managing Partner, First Manhattan Co.
Marlene Hess (a)	AMNH Board Member
Richard E. Jaffe (a,d,e)	Managing Director, Stifel Nicolaus
Helene L. Kaplan, <i>Trustee at Large</i> (c)	Of Counsel, Skadden, Arps, Slate, Meagher & Flom, L.L.P.
Katheryn P. Kempner (d)	AMNH Board Member
David H. Koch, <i>Trustee at Large</i>	Executive Vice President, Koch Industries, Inc.
Ilene Sackler Lefcourt	Director, Sackler Lefcourt Center for Child Development
Richard S. LeFrak (c,e)	Chairman and CEO, LeFrak Organization
Linda R. Macaulay, <i>Vice Chairman</i> (a,b,c)	AMNH Board Member
Melissa Mark-Viverito, <i>ex officio</i>	Speaker of The Council of the City of New York
Victor Marrero	Federal Judge in the Southern District of New York
Theodore A. Mathas (a)	Chairman and CEO, New York Life
Rebekah Mercer	AMNH Board Member
Lorne Michaels, <i>Trustee at Large</i>	Executive Producer, Saturday Night Live
Roberto A. Mignone, <i>Vice Chairman</i> (b, c)	Founder and President, Bridger Capital LLC
Edwin H. Morgens, (a), <i>Trustee at Large</i>	Chairman, Morgens, Waterfall, Vintiadis & Co., Inc.
Charles H. Mott, <i>Treasurer</i> (a,c,d)	Managing Director, John W. Bristol & Co., Inc.
Valerie S. Peltier (c,e)	Managing Director, Tishman Speyer
Charles E. Phillips, Jr.	CEO, Infor
Virginia H. Randt	AMNH Board Member
Alan Rappaport (a,b)	Vice Chairman Roundtable Investment Partners, LLC
Shaiza Rizavi	Partner, Gilder, Gagnon Howe & Co, LLC
Theodore Roosevelt IV (a,c)	Managing Director, Barclays Capital

Trustee/Director (voting)
(For legend of notations, see below.)

Affiliation

Walter V. Shipley, <i>Trustee at Large</i>	Retired Chairman, The Chase Manhattan Corporation
Frank V. Sica (a)	President, Menemsha Capital Partners
Laura Baudo Sillerman (c)	President, The Tomorrow Foundation
Mitchell Silver, <i>ex officio</i>	Commissioner, NYC Department of Parks and Recreation
Anna Deavere Smith	Dramatist, Actor, Professor New York University
Mary C. Solomon	AMNH Board Member
Peter J. Solomon (c,e)	Chairman, Peter J. Solomon, L.P.
Scott Stringer, <i>ex officio</i>	Comptroller of the City of New York
Christine A. Varney	Partner, Cravath, Swaine & Moore, L.L.P.
Kenneth L. Wallach (c,d)	Chairman, President & CEO, Central National-Gottesman, Inc.
Tamsen Ann Ziff	Owner of TamsenZ by Ann Ziff

Chairmen Emeriti (non-voting)

Robert G. Goelet	Chairman Emeritus, AMNH Board Member; GXG Management, LLC
Anne Sidamon-Eristoff (c)	Chairwoman Emerita, AMNH Board Member

Membership on standing Committees of the Board is limited to Trustees and may include Chairmen Emeriti in a nonvoting capacity, all of whom are elected for one-year Committee terms by a majority of the entire Board. Committees of the Board have the authority to act for the Board as set forth in the by-laws.

Membership on Committees of the Museum is not limited exclusively to Trustees; however, a majority of the members of each Committee of the Museum must consist of Trustees. The Chairman and President are *ex officio* members of all Committees of the Board and Committees of the Museum. Committees of the Museum are advisory.

Committees are as follows (membership in finance-related committees is indicated in the Board list above with the letters noted below):

Committees of the Board of Trustees

Committees of the Museum (may include non-Trustee members)

Audit (d)
 Budget and Finance (a)
 Building and Grounds (e)
 Collections
 Education Policy
 Executive (c)
 Executive Compensation
 Exhibition Policy
 External Relations
 Officers
 Planning
 Science Policy
 Trustees

Development
 Investment (b)
 Library
 Planetarium

MANAGEMENT

The President has primary responsibility for the management and operation of AMNH. The Senior Vice Presidents and all other administrative officers are responsible to the President and, through the President, to the Board of Trustees. Following is a brief statement of the background of the principal officers of AMNH.

Ellen V. Futter, President—Ellen V. Futter became President of AMNH in 1993. Previously, she served as President of Barnard College for thirteen years. She serves on the boards of a number of nonprofit organizations including: The Brookings Institution, Memorial Sloan-Kettering Cancer Center and NYC & Company. Her record of public service includes having served as Chairman of the Federal Reserve Bank of New York. Ms. Futter is also a director of Consolidated Edison, Inc. She is a fellow of the American Academy of Arts and Sciences and a member of the Council on Foreign Relations and the American Philosophical Society. Ms. Futter received a J.D. degree from Columbia University and an A.B. degree from Barnard College.

Michael J. Novacek, Senior Vice President and Provost of Science—Michael J. Novacek was appointed Vice President and Dean of Science in 1989 and Senior Vice President and Provost of Science in 1995, in which role he provides leadership to the curatorial staff and advises the President on the direction of scientific research at AMNH. He also serves as Curator of Paleontology. Dr. Novacek oversees the activities of the AMNH scientific and research departments, the Hayden Planetarium and Rose Center for Earth and Space, the Center for Biodiversity and Conservation, the Sackler Institute for Comparative Genomics, as well as those of Exhibitions, the Library, and scientific publications. Dr. Novacek joined the AMNH staff as Assistant Curator in the Department of Vertebrate Paleontology in 1982, became Chairman of the Department in 1983, Associate Curator in 1985, and Curator in 1989. Dr. Novacek received his doctorate in paleontology from the University of California at Berkeley, a master's degree from San Diego State University, and a bachelor's degree from the University of California at Los Angeles.

Lisa J. Gugenheim, Senior Vice President for Institutional Advancement, Strategic Planning, and Education—Lisa Gugenheim joined the AMNH in 1996 as Executive Director of Government and Community Relations, and was appointed Senior Vice President for Education, Government Relations, and Strategic Planning in 2006. In 2009, she was appointed Senior Vice President of Institutional Advancement, Strategic Planning, and Education, and serves as one of the Museum's senior officers in support of its long-term strategic direction and the fulfillment of its mission. Ms. Gugenheim is responsible for the Museum's educational programs for children, teachers, and families, both on site and online, and also directs the Museum's work in public policy and government relations at the international, Federal, City, and State levels. Other responsibilities include oversight of all Museum fundraising in both the public and private sectors, including philanthropic support from foundations, corporations, and government grants. Prior to joining the Museum, she served as Chief of Staff to the City Council of New York, District #6, and as Director of the New York Office of Greater Media, Inc. She holds a bachelor's degree from Oberlin College.

Ellen C. Gallagher, Senior Vice President and Chief Financial Officer—Ellen Gallagher has served as Senior Vice President and CFO since 2011, overseeing departments and activities pertaining to Finance, Internal Audit, Information Technology, Global Business Development, Retail Operations and Events and Conference Services. Ms. Gallagher joined the Museum in 2005 as the Senior Director for Budget, responsible for all budgeting and fiscal strategy implementation for the AMNH operating budget. Prior to joining the Museum, Ms. Gallagher held CFO positions at The Public Theater / NY Shakespeare Festival and the Lincoln Center Redevelopment Corporation, and was Executive Director of the Tucker Opera Foundation and General Manager of The Pennsylvania Ballet. Ms. Gallagher holds a bachelor's degree in International Business from King's College.

Ann B. Siegel, Senior Vice President for Operations & Capital Programs—Ann Siegel has served as Senior Vice President for Operations & Capital Programs since 2011. Ms. Siegel oversees the department and activities pertaining to Visitor Services, Building Maintenance, Capital Planning and Construction, Security

and Safety, Audio Visual and Rose Center Engineering. Ms. Siegel joined the Museum in 1995 as the Senior Director for Operational Planning & Services and served in that capacity until her promotion to the role of Vice President for Operations & Capital Programs in 2010. Before arriving at the Museum, she served as Counsel to the Chief Judge of the State of New York and, before that, as Assistant Commissioner for Planning & Program Development at the New York City Department of Juvenile Justice. Ms. Siegel holds a law degree from the Fordham University School of Law and a Bachelor of Arts degree from The University of Colorado.

David Harvey, Senior Vice President for Exhibitions—David Harvey joined AMNH as Director of Exhibitions in 1997 and was appointed Vice President for Exhibitions in 1998 and Senior Vice President for Exhibitions in 2008. He is responsible for the management and development of all exhibitions and related programs. Prior to joining AMNH, Mr. Harvey served as Senior Exhibition Designer and Exhibition Designer at the Metropolitan Museum of Art and, prior to that, as Exhibition Designer at the North Carolina Museum of Art. Mr. Harvey received a master of fine arts and a master of art from the University of Iowa and a bachelor's degree from the State University of New York at Binghamton.

Anne Canty, Senior Vice President for Communications and Marketing—Anne Canty rejoined the Museum in 2010. In her role she is responsible for Media Relations, Digital Media, Marketing, Editorial, and the Photography Studio. Ms. Canty previously was in the Museum's Communications department from 1999 to 2005, serving as Senior Director for Media Relations and then Senior Director for Communications and Marketing. She has also been Vice President for Communications and Marketing at the New York Public Library and Deputy Commissioner for Communications and Intergovernmental Affairs for the New York City Department of Environmental Protection. Earlier in her career, Ms. Canty held leadership positions in communications at the Brooklyn Children's Museum, Columbia University, and the New York City Department of Sanitation. Ms. Canty received her bachelor's degree in English, with honors, from Wesleyan University, and a master's degree in Instructional Technology and Media from Teachers College, Columbia University.

Gerald R. Singer, Senior Vice President and General Counsel—Gerald R. Singer joined AMNH in 1995 as its first General Counsel. He is responsible for legal affairs and oversees human resources as well. Prior to joining AMNH, he was a corporate/litigation partner with a Chicago law firm representing both for-profit and non-profit entities. He holds a juris doctor degree from the University of Michigan and a bachelor's degree from the University of Illinois.

Daniel L. Stoddard, Vice President and Chief Investment Officer—Daniel L. Stoddard joined AMNH in 1998. He is responsible for overseeing the investment of the AMNH endowment under the direction and supervision of the Investment Committee of the Board of Trustees. In 2011, Mr. Stoddard was promoted from Senior Director of Financial Planning and Chief Investment Officer to Vice President and Chief Investment Officer. Prior to joining AMNH, Mr. Stoddard was an independent financial consultant and, prior to that, an investment banker at Lehman Brothers specializing in financing for colleges, universities, and cultural institutions. Mr. Stoddard received a master of public and private management from Yale University and a bachelor's degree from Cornell University.

MANAGEMENT AND FINANCIAL CONTROLS

The AMNH officers prepare operating and capital budgets that are presented to the Board of Trustees for their approval. The Board meets four times each year to oversee the management and financial controls of the Museum. The Board reviews quarterly reports at each of their meetings during the year and approves the annual operating budget and capital budget upon the recommendations of the Board's Budget & Finance Committee and the Board's Building & Grounds Committee.

The Board of Trustees reviews the endowment spending policy and the endowment asset allocation, investment guidelines, investment manager performance and the retention of the endowment's investment advisor upon the recommendation of the Board's Investment Committee that meets four times per year.

The Board of Trustees approves the hiring of the independent auditors and the annual audit of financial statements upon recommendations of the Board's Audit Committee. The Audit Committee meets with the independent public auditors twice each year to review the results of the financial audit and the auditor's recommendations on internal financial and operational controls. The Audit Committee also meets with the Museum's President, senior management in finance, accounting, operations, legal affairs and with the Museum's insurance brokers and an external consultant on the adequacy of insurance coverage. Finally, the Audit Committee meets with the Museum's internal auditor to review internal audit plans and the results of internal audits.

FINANCIAL INFORMATION AND MANAGEMENT DISCUSSION AND ANALYSIS

The following tables set forth certain financial data about the AMNH financial position and operations. The information is derived from audited consolidated financial statements for the five most recent fiscal years ended June 30, 2013, 2012, 2011, 2010, and 2009 and from the official books and records of AMNH. Data presented for prior periods has been adjusted to conform to the fiscal year 2013 presentation. The financial data was prepared in accordance with U.S. generally accepted accounting principles and should be read in conjunction with the audited consolidated financial statements for the years ended June 30, 2013 and 2012 and notes thereto, included in APPENDIX B to this Official Statement.

DISCUSSION AND ANALYSIS OF STATEMENT OF FINANCIAL POSITION

During the five fiscal years ending June 30, 2013, the Museum's total net assets increased by \$125.3 million or 18.87 percent to \$789.1 million from \$663.8 million, reflecting an increase in total assets of \$134.4 million to \$1,185.7 million and an increase in total liabilities of \$9.1 million to \$396.7 million. During this period, the Museum's long-term investments increased approximately \$120.6 million, and contributions and grants receivable increased by \$2.3 million. At the same time, accrued post-retirement and other benefits liabilities decreased by \$13.7 million due to a restructuring of the Museum's post-retirement health care plans, and the Museum's interest rate exchange agreements liability increased by \$12.4 million due to a declining interest rate environment. Also during this period, the amount of the Museum's outstanding tax-exempt debt decreased by \$3.0 million to \$269.3 million, taking into account the par amount of the bonds as well as unamortized premium, and the Museum's short-term bank borrowings decreased from \$6.8 million to \$6.6 million, utilized for the purpose of providing interim funding for capital projects pending reimbursement from New York State and New York City.

From June 30, 2009 to June 30, 2013, the Museum's total unrestricted net assets decreased by \$36.4 million, primarily as the result of the fiscal 2011 reclassification of \$94 million of unrestricted net assets to temporarily restricted net assets pursuant to accounting guidance relating to the New York Prudent Management of Institutional Funds Act ("NYPMIFA"). NYPMIFA requires that all unspent earnings from donor-restricted endowment be considered temporarily restricted until appropriated by the Board of the Museum. See footnote 6 of the Museum's audited financial statements, which are attached in Appendix B.

The following is a Condensed Summary of Consolidated Statements of Financial Position. Certain categories have been combined.

Condensed Summary of Consolidated Statements of Financial Position

	<u>June 30, 2013</u>	<u>June 30, 2012</u>	<u>June 30, 2011</u>	<u>June 30, 2010</u>	<u>June 30, 2009</u>
Assets					
Cash and other assets	\$ 86,023,510	\$ 69,082,171	\$ 74,905,100	\$ 73,234,446	\$ 68,855,415
Contributions and grants receivable, net	51,046,864	48,325,852	36,439,467	37,893,009	48,707,821
Long-term investments	596,572,355	553,587,932	583,112,212	514,206,771	475,956,278
Plant and equipment, net	452,074,386	461,555,798	462,000,234	455,180,804	457,823,158
Total assets	<u>\$1,185,717,115</u>	<u>\$1,132,551,753</u>	<u>\$1,156,457,013</u>	<u>\$1,080,515,030</u>	<u>\$1,051,342,672</u>
Liabilities					
Accounts payable and other liabilities	\$120,794,499	\$168,982,849	\$123,824,142	\$126,468,827	\$108,498,733
Bank borrowings	6,600,000	10,500,000	13,000,000	13,300,000	6,800,000
Loans from the Trust for Cultural Resources	269,270,225	270,677,376	272,064,527	273,426,679	272,235,000
Total liabilities	<u>396,664,724</u>	<u>450,160,225</u>	<u>408,888,669</u>	<u>413,195,506</u>	<u>387,533,733</u>
Net Assets					
Unrestricted	335,387,802	272,719,986	323,011,210	377,484,101	371,811,451
Temporarily restricted	277,597,339	247,716,605	266,756,331	143,209,197	150,624,901
Permanently restricted	176,067,250	161,954,937	157,800,803	146,626,226	141,372,587
Total net assets	<u>789,052,391</u>	<u>682,391,528</u>	<u>747,568,344</u>	<u>667,319,524</u>	<u>663,808,939</u>
Total liabilities and net assets	<u>\$1,185,717,115</u>	<u>\$1,132,551,753</u>	<u>\$1,156,457,013</u>	<u>\$1,080,515,030</u>	<u>\$1,051,342,672</u>

DISCUSSION OF UNRESTRICTED OPERATING AND NON-OPERATING ACTIVITIES

The following table is a summary of the AMNH audited Consolidated Statements of Activities for unrestricted operating and non-operating activities and the change in unrestricted net assets.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

	<u>June 30, 2013</u>	<u>June 30, 2012</u>	<u>June 30, 2011</u>	<u>June 30, 2010</u>	<u>June 30, 2009</u>
UNRESTRICTED OPERATING ACTIVITY					
<u>Revenue and Support</u>					
Investment return designated for current operations	\$18,115,493	\$17,769,956	\$18,833,531	\$19,609,014	\$20,124,704
Contributions and grants	24,854,218	24,923,549	27,649,381	25,307,204	25,034,922
Operating support from The City of New York	16,721,953	16,881,243	16,969,308	16,968,262	18,657,314
Visitors' contributions and admissions	43,956,168	44,882,738	41,522,475	42,413,644	39,623,484
Membership fees	6,715,807	6,531,150	5,503,865	5,484,942	5,568,133
Auxiliary services ¹	25,243,289	28,513,660	30,580,271	31,485,074	36,378,080
Miscellaneous fees and other revenue	5,053,478	4,547,041	4,718,134	3,692,343	4,581,618
Net assets released from restrictions	25,653,941	23,876,436	20,406,631	22,788,371	24,700,433
Total unrestricted operating revenue and support	166,314,347	167,925,773	166,183,596	167,748,854	174,668,688
<u>Expenses</u>					
Scientific research	33,570,176	34,787,891	33,609,367	32,349,735	33,868,745
Education	17,747,862	15,906,760	15,261,270	14,346,214	12,397,615
Exhibitions	8,963,758	7,587,442	7,538,886	7,276,766	6,906,830
Membership	2,154,412	2,034,387	1,725,809	1,561,195	2,007,991
Visitor Services	7,401,914	7,903,246	7,685,941	7,824,321	9,355,762
Cost of goods sold & other expenses of auxiliary activities ¹	16,501,880	18,378,326	20,798,045	23,201,967	24,262,002
General and administrative	15,851,165	16,206,245	16,554,876	16,779,021	17,581,443
Fundraising	5,437,851	5,208,800	5,162,834	5,027,053	5,862,624
Communications	7,041,211	7,573,235	7,436,440	6,698,456	6,286,766
Information Technology	5,594,584	5,713,740	5,346,490	5,384,443	5,381,342
Guardianship, maintenance & operating costs	31,840,534	30,634,967	29,991,684	28,473,237	30,316,368
Total operating expenses	152,105,347	151,935,039	151,111,642	148,922,408	154,227,488
Transfers to plant and long-term investment from operations	14,096,849	15,898,509	14,983,305	18,764,705	20,393,672
Operating revenue & support in excess of (less than) expenses and transfers	112,151	92,225	88,649	61,741	47,528
UNRESTRICTED NON OPERATING ACTIVITY					
<u>Revenue and support for plant</u>					
Contributions, grants and miscellaneous income	9,090,375	9,295,606	3,109,403	5,367,404	2,466,966
Capital support from The City of New York	12,750,969	6,107,742	20,055,298	854,739	14,217,283
Net assets released from restrictions	305,544	3,667,379	4,070,460	2,662,471	850,000
Transfer from long-term investments and operations to plant	22,004,796	18,478,509	17,015,876	19,355,705	17,919,672
<u>Plant expenses</u>					
Interest expense not capitalized	12,239,653	12,596,810	12,563,488	12,973,666	12,933,472
Change in value of interest rate swaps	(19,240,783)	27,720,198	(4,813,905)	9,477,848	9,689,460
Depreciation & amortization	26,758,139	25,808,947	23,290,344	23,020,955	22,583,795
Plant expenses not capitalized	457,914	277,179	291,862	1,033,420	248,382
Net loss on bond refinancing and related activities	-	-	-	32,009	(840,546)
<u>Long-term investment and other</u>					
Contributions and bequests	917,351	4,686,231	(28,705)	2,794,714	1,627,019
Investment return in excess of amounts designated for operations	4,888,132	(22,448,436)	16,138,725	17,899,498	(86,507,168)
Contributions redesignated by donors	-	-	-	-	(71,641)
Net assets released from restrictions	12,528,328	11,102,903	12,880,924	7,957,770	6,460,637
Transfer from operations to long-term investment and other, net	(7,907,947)	(2,580,000)	(2,032,571)	(591,000)	2,474,000
<u>Other</u>					
Other pension related charges	28,193,040	(12,290,249)	(18,779)	(4,152,494)	525,402
Change in net assets	62,667,816	(50,291,224)	39,947,491	5,672,650	(84,604,865)
Reclassification of net assets due to change in law			(94,420,382)		
Total change in unrestricted net assets	\$62,667,816	\$(50,291,224)	\$(54,472,891)	\$5,672,650	\$(84,604,865)

¹. Auxiliary Activity reflects a change in accounting methodology, effective January 1, 2011, which eliminated the recognition of both revenue and expenses for catering activity of an outside vendor.

UNRESTRICTED OPERATING ACTIVITIES

The Museum's measure of operations includes all unrestricted operating revenues and expenses that are an integral part of its programs and supporting activities, including net assets released from donor restrictions to support operating activities. The measure of operations also includes distributions from the endowment made in accordance with the Museum's endowment spending policy.

	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Unrestricted Operating Revenue and Support	\$166,314,347	\$167,925,773	\$166,183,596	\$167,748,854	\$174,668,688
Operating Expenses	\$(152,105,347)	\$(151,935,039)	\$(151,111,642)	\$(148,922,408)	\$(154,227,488)
Transfers to Plant and Long-Term Investments and to fund Debt Service	\$(14,096,849)	\$(15,898,509)	\$(14,983,305)	\$(18,764,705)	\$(20,393,672)
Operating Revenue and Support In excess of expenses and transfers	\$112,151	\$92,225	\$88,649	\$61,741	\$47,528

The major sources of unrestricted operating revenues are contributions and grants including those released from restrictions, visitor contributions, admissions and membership revenues, auxiliary services and miscellaneous revenue which includes retail, parking, events and conference services and traveling exhibits, distributions from the Museum's endowment, and operating support from the City of New York.

Total FY13 unrestricted operating revenue is down by \$8.35 million or 4.8% from FY09's all-time record high but relatively flat to FY10 revenue, reflecting the necessary resizing of the operating budget after the global financial crisis. Annual revenues from FY10 through FY13 averaging \$167 million are more reflective of pre-2008 levels of \$143 million (FY06) and \$154 million (FY07). Throughout the global financial crisis, however, the Museum continued to draw strong visitor attendance and membership, with combined revenue growth of \$5.5 million or 12% from FY09 to FY13, achieving new record levels in both areas, while contributions and grants including releases also grew by \$773,000 or 2%. Income from the Museum's endowment declined by \$2.0 million or 10% due to overall market conditions, and the Museum's operating support from the City of New York declined by \$1.9 million or 10.4%, reflective of the City's fiscal challenges. Auxiliary and miscellaneous revenues appear to decline significantly by \$10.6 million or 26%, but this is partially the result of a change in accounting methodology eliminating pass-through revenue and expense of catering in the Museum's events, and partially the result of lower volume of traveling exhibitions, as both domestic and international museums curbed their expenditures on temporary exhibitions following the 2008 financial crisis.

The Museum's operating expenses are concentrated heavily in its core areas of science, education and exhibition (40%) and maintenance and security expenses related to its 1.6 million square feet of space for visitors, students, collections, research and staff (21%). Other cost centers include cost of goods sold and auxiliary expenses (11%), general and administrative (10%), communications, digital and IT (8%), membership and visitor services (6%) and fundraising (4%).

Total FY13 operating expenses declined by \$2.1 million or 1.4% from FY09, as the Museum adjusted to external global financial conditions but generated significant program growth in its core areas and funded an important digital technology strategy. Spending in core mission areas of science, education and exhibition increased by \$7.1 million or 13.4% from FY09 to FY13, and investments in communications, digital and IT grew by \$970,000 or 8.3%. Costs to maintain and secure the Museum's facility and plant rose by \$1.5 million or 5%, but some of this increase is attributable to higher energy costs, which are funded by the City of New York. The largest reported expense decline of \$7.8 million or 32% in auxiliary expenses is partially attributable to the aforementioned accounting methodology change, but some cost savings were also the result of lower volume in traveling exhibitions. Spending in membership and visitor services declined by 16%,

general and administrative costs are 10% lower and fundraising costs 7% lower as the Museum generated efficiencies in both personnel and other expenses.

UNRESTRICTED NON-OPERATING ACTIVITIES

	<u>June 30, 2013</u>	<u>June 30, 2012</u>	<u>June 30, 2011</u>	<u>June 30, 2010</u>	<u>June 30, 2009</u>
Unrestricted Non-Operating Activities					
Revenue and Support for Plant	\$ 22,146,888	\$ 19,070,727	\$ 27,235,161	\$ 8,884,614	\$ 17,534,249
Plant Expenses	(20,214,923)	(66,403,134)	(31,331,789)	(46,537,898)	(44,614,563)
Transfers from Long-Term Investments and Operations to Plant	22,004,796	18,478,509	17,015,876	19,355,705	17,919,672
Revenue and Support for Long-Term Investments	18,333,811	(6,659,302)	28,990,944	28,651,982	(78,491,153)
Transfers from Plant and Operations to Long-Term Investments	(7,907,947)	(2,580,000)	(2,032,571)	(591,000)	2,474,000
Other Pension Related Activities	28,193,040	(12,290,249)	(18,779)	(4,152,494)	525,402
Reclassification of Net Assets Due to Change in Law			(94,420,382)		
Non-Operating Revenue and Support in Excess of Expenses, Transfers, Other Pension Related Activities, and the Reclassification of Net Assets due to Change in Law	\$ 62,555,665	\$(50,383,449)	\$(54,561,540)	\$ 5,610,909	\$ (84,652,393)

The Museum's measure of operations excludes net income and gains or losses on the endowment that exceed or are less than the distribution determined by the spending policy and changes in fair value of split-interest and other agreements (primarily charitable gift annuities and interest rate exchange agreements). The measure of operations also excludes plant revenue, contributions for plant expenditures that are capitalized, certain non-capital plant expenses, depreciation and amortization of plant and equipment, interest expense, other pension related activities and other non-recurring charges (described further below). The measure of operations also excludes permanently and temporarily restricted contributions for long-term investment, all bequests over \$100,000, planned-giving gifts, and unrestricted gifts designated by the Museum for non-operating purposes. While the measure of operations also excludes other transfers to long-term investment and plant, it is these transfers that fund 100% of interest expense and principal payments on the Museum's long-term debt, as well as periodic transfers to operating reserves.

For additional discussion of elements of Unrestricted Non-Operating Activities, please refer to the sections in this document below, entitled "Contributions and Grants", "Support from the City of New York", "Facilities", "Long-Term Investments and Pooled Endowment Funds", and "Outstanding Debt."

Other non-operating expenses and charges include those required by the Financial Accounting Standards Board Statement Number 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans" to record the full estimate of the Museum's postretirement healthcare plans on its Statement of Financial Position. While retiree health is an annual offering for non-union staff without binding commitment for it to continue, the estimates are nonetheless based on the accounting standards that require the assumption that the current health plan offerings will continue. Included in the annual financial statements are decreases / (increases) in estimated liability of \$28.193 million, (\$12.290 million), (\$0.019 million), (\$4.153 million), and \$0.525 million in 2013, 2012, 2011, 2010, and 2009 respectively. Increases in liability in 2010, 2011 and 2012 were the result of lower discount rates in a declining interest rate environment. The decrease in liability of \$28.2 million in 2013 was largely the result of management's restructuring of the post-65 healthcare offering, in which the previously self-insured plan was replaced with a premium-based Medicare supplement plan.

CONTRIBUTIONS AND GRANTS

The Museum received contributions and grants totaling \$342.2 million from fiscal 2009 through fiscal 2013, valued in accordance with generally accepted accounting principles. Contributions and grants reflect general

economic conditions as well as the timing of capital improvements and availability of public funding for capital projects and also the Museum’s funding priorities.

Contributions and grants for operations, including pledges, increased to \$50.0 million in fiscal 2013 from \$34.5 million in fiscal 2009, reflecting strong donor support for the Museum and its programs. Contributions and grants for plant were elevated in fiscal 2009 due to the completion of the 77th Street façade restoration and then increased in fiscal 2011, 2012 and 2013 as the Museum restored the entire Central Park West façade, renovated the Theodore Roosevelt Rotunda, the Theodore Roosevelt Memorial Hall and the Bernard Family Hall of North American Mammals.

Following is a summary of contributions and grants (which include pledges) for operating, plant, and long term investment received by AMNH during each of the last five fiscal years:

	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Operations*	\$50,028,870	\$45,440,017	\$44,489,861	\$32,823,123	\$34,528,696
Plant**	27,281,344	15,627,078	23,166,275	8,917,921	18,869,768
Long Term Investments***	10,577,031	12,570,792	3,910,739	4,539,668	9,401,541
Total Contributions and Grants	<u>\$87,887,245</u>	<u>\$73,637,887</u>	<u>\$71,566,875</u>	<u>\$46,280,712</u>	<u>\$62,800,005</u>

* Includes federal grants for programmatic research and development of \$8,169,438, \$8,857,537, \$8,215,414, \$8,078,440, and \$8,070,031 in fiscal 2013, 2012, 2011, 2010 and 2009, respectively.

** Includes capital support from The City of New York of \$12,750,969, \$6,107,742, \$20,055,298, \$854,739, and \$14,217,283 in fiscal 2013, 2012, 2011, 2010 and 2009 respectively. Additionally, includes unrestricted contributions designated for plant during fiscal 2010 and 2009 of \$2,000,000. Also includes capital support from the State of New York of \$7,821,800, \$7,995,773, \$1,302,835, \$3,588,308, and \$1,286,665 in fiscal 2013, 2012, 2011, 2010 and 2009 respectively.

*** Long-term investments include both Board-designated and donor-restricted contributions. Additionally, includes unrestricted contributions transferred to long-term investments of \$1,000,000 in 2009.

SUPPORT FROM THE CITY OF NEW YORK

Although the Museum is an independent not-for-profit organization, it maintains a close relationship with the City of New York (the “City”), which provides both operating and capital support to AMNH. In addition, the City owns the property and the buildings that house the Museum and has granted the Museum the exclusive right to occupy the buildings free of rent under an 1877 statutory and lease relationship (the “City Lease”), as amended in 2013, which continues indefinitely so long as the buildings are used for the Museum’s chartered purposes. The City Lease and occupancy rights are therefore not assignable to pay the debts of the Museum.

Each fiscal year, the City pays for energy and provides operating support for some staff salaries and pensions up to the amount determined by the City in its annual budget process (the “DCA Obligation Plan”) to help maintain the City-owned building and park surrounding it. Overall operating support from the City has decreased by \$2.0 million over the five year period.

The City, as the owner of the Museum’s land and buildings, also provides significant capital support to AMNH for certain contractually defined capital expenditures. This support includes infrastructure projects as well as hall renovations and new facilities, which AMNH records as non-operating capital support when AMNH has met all the requirements for reimbursement. From fiscal 2009 to fiscal 2013, the City provided the Museum with \$54.0 million of capital support, an average of \$10.7 million per year. The City also at times directly contracts for, manages, and pays the costs of certain repairs and maintenance projects and other capital projects. These costs are not reflected in the Museum’s financial statements (see “Capital Construction Expenditures”).

The following is a summary of City support for the five years ended June 30, 2013:

	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Operating Support					
Energy	\$ 7,993,801	\$ 7,475,763	\$ 7,124,221	\$ 6,035,730	\$ 6,727,342
Pension	891,632	944,679	1,011,378	1,118,379	1,177,007
DCA Obligation Plan	<u>7,836,520</u>	<u>8,460,801</u>	<u>8,833,709</u>	<u>9,814,153</u>	<u>10,752,965</u>
Total City Operating Support	16,721,953	16,881,243	16,969,308	16,968,262	18,657,314
City Capital Support	<u>12,750,969</u>	<u>6,107,742</u>	<u>20,055,298</u>	<u>854,739</u>	<u>14,217,283</u>
Total City Support	<u>\$29,472,922</u>	<u>\$22,988,985</u>	<u>\$37,024,606</u>	<u>\$17,823,001</u>	<u>\$32,874,597</u>

ATTENDANCE AND VISITOR CONTRIBUTIONS AND ADMISSIONS REVENUES

General admission for the public to the permanent exhibition halls in the Museum and Rose Center is “suggested” to offer access to the broadest population, and school groups from New York City public schools are admitted to the Museum and Rose Center free of charge. The Museum maintains separate admission charges for special exhibitions and programs, such as planetarium shows, 3-D and IMAX® educational films, and temporary exhibitions and public programs. Members receive free admission to all halls, exhibitions and films, and discounts to the Hayden Planetarium space shows.

The Museum’s paid attendance has grown from 3.6 million visitors in fiscal 2009 to 3.8 million visitors in fiscal 2013. This increase reflects the interest in the Museum’s exhibitions and the general increase in tourists visiting New York City.

Visitor Contributions and Admissions Revenue has also increased as paid attendance has grown, and also as a result of City-approved increases in suggested general admission and Museum pricing for special exhibits. The following is a summary of paid attendance and admissions for the five fiscal years ended June 30, 2013:

	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Paid Visitors	3,799,567	3,820,314	3,726,223	3,716,907	3,595,840
Visitor Contributions and Admissions	\$43,956,168	\$44,882,738	\$41,522,475	\$42,413,644	\$39,623,484

MEMBERSHIP REVENUES

Since fiscal 2009, membership participation increased 17% and membership revenues grew by 20%, despite challenging economic circumstances for the Museum’s primary member base of NYC and regional families. These results were driven in part by the 2012 redesign of the structure and benefits for the Museum’s membership program in response to surveys of the public. The following is a summary of membership participation and revenues for the five fiscal years ended June 30, 2013:

	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Members	52,580	49,995	46,899	43,094	45,032
Membership Revenue	\$6,715,807	\$6,531,150	\$5,503,865	\$5,484,942	\$5,568,133

AUXILIARY SERVICES REVENUES

Auxiliary revenues decreased from \$36.4 million in fiscal 2009 to \$25.2 million in fiscal 2013. This decline was due in part to a change in accounting methodology, effective January 1, 2011, which eliminated the recognition of pass-through revenue and expenses for catering by an outside vendor. The balance of the decline was from traveling exhibition revenues which suffered during the global financial crisis as venues both domestically and internationally reduced their spending on special exhibitions. Global distribution is rebounding in fiscal 2014 and advance bookings for subsequent years are strong. The following is a summary of gross revenues for auxiliary services for the last five fiscal years ended June 30, 2013:

	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Auxiliary Services	\$25,243,289	\$28,513,660	\$30,580,271	\$31,485,074	\$36,378,080

FACILITIES

The premises of AMNH, other than the portion housing the Hayden Planetarium, are exclusively occupied by AMNH under the rent-free City Lease that continues indefinitely so long as the premises are used for the Museum's chartered purposes. In September 2013, the City of New York and the Museum entered into an amendment to the City Lease that affirms the Museum's long standing policy and practice of setting admission pricing for the general public to its permanent exhibition halls subject to the consent of the City of New York not to be unreasonably withheld. The premises of AMNH include the Rose Center for Earth and Space with the Hayden Planetarium. See "–OVERVIEW" above for a description of such premises and the Museum's other principal facilities.

AMNH total gross investment in plant and equipment has increased by \$91.4 million since fiscal 2009 while accumulated depreciation and amortization increased \$97.2 million during the same period, both non-cash items. As a result, the net investment in plant and equipment has decreased by \$5.7 million or 1.3%. Fiscal 2013 reflects a return to a steady program of capital improvements following consecutive years of major capital improvements such as the 77th Street and Central Park West facades.

Plant & Equipment, net	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Building & leasehold improvements	\$729,790,138	\$678,950,935	\$665,380,722	\$598,651,137	\$596,353,547
Equipment, furniture & fixtures	70,466,801	67,912,907	64,680,021	61,031,797	60,177,664
Construction in progress	20,171,877	56,288,247	47,726,835	87,994,870	72,467,945
Total Gross Plant & Equipment	820,428,816	803,152,089	777,787,578	747,677,804	728,999,156
Less: Accumulated depreciation & amortization	(368,354,430)	(341,596,291)	(315,787,344)	(292,497,000)	(271,175,998)
Net Investment in Plant & Equipment	\$452,074,386	\$461,555,798	\$462,000,234	\$455,180,804	\$457,823,158

The Museum has approximately \$20 million of projects underway in 2014 (none of which are being financed with Bond proceeds) that include:

- **Rose Center and Hayden Planetarium Upgrade (underway):** The project is an upgrade to the Dome Screen to install one that is seamless and will provide an enhanced image of the Space Shows, as well as upgrades to the sound and lighting systems in the Hayden Planetarium. This project is scheduled to be completed in fiscal 2016.
- **Anne and Bernard Spitzer Hall of Human Origins Media Upgrades (underway):** This project will upgrade media, including the installation of video controllers and video screens, and the replacement of

projectors in the Hall of Human Origins. This project is underway and on schedule to be completed in fiscal 2014.

Significant capital projects completed in the last five years include:

- **Richard Gilder Graduate School:** This project renovated existing spaces to build a lecture hall, teaching lab/classroom, graduate student center, administrative offices and other required support spaces for the graduate school. The project was completed in fiscal 2009.
- **77th Street Façade Restoration:** The facades, lighting, and plaza of the buildings comprising the 77th Street Façade were declared in a 1967 Landmarks Designation report as the most impressive example of Romanesque Revival architecture in New York City. This project restored the façade and windows along 77th street and was completed in fiscal 2009.
- **PlaNYC Energy Savings Projects:** Through the Mayor's PlaNYC energy savings initiative, the Museum received funding to complete many energy-saving projects, including: Energy Efficient A/C Conversion in public halls, Rotunda Lighting & Controls Upgrade, Lighting Occupancy Sensors, Lighting Fixture Upgrades Program and Garage Exhaust VFDs. This project was completed in fiscal 2009.
- **Rose Center for Earth and Space:** This project replaced media and exhibitry in the Rose Center for Earth and Space, including the Astro Bulletin and the Big Bang Theater. It also replaced the space show projectors and associated computer equipment in the Hayden Planetarium. This project was completed in fiscal 2011.
- **Wayfinding/Explorer Project:** This project established public wireless internet infrastructure throughout the Museum and created a mobile phone application designed to work with the Museum's public wireless internet. The application provides visitors with step-by-step navigation of exhibit halls and offers pre-recorded tours of the Museum. This project was completed in fiscal 2011.
- **Central Park West Façade and Rotunda Restoration:** This project involved the restoration of the Central Park West Façade, second floor Rotunda and first floor exhibition halls and was completed in fiscal 2012. The first phase restored the exterior Central Park West façade, including additional railings, a new banner rigging system and masonry work, and a renovation of the main Rotunda entrance, including careful restoration of an original series of William Andrew Mackay murals. The second phase included a reconceived Theodore Roosevelt Memorial Hall as well upgrades to the façade lighting and driveway that were completed in fiscal 2013.
- **Bernard Family Hall of North American Mammals Restoration:** Contemporaneous with the Central Park West restoration, this project involved a complete renovation of the gallery, including individual restoration of each of its famous dioramas. This project was completed in fiscal 2013.
- **Security Modernization - Network Video Recording System:** This project installed a networked video recording system, including security cameras, switches, and servers, to support security surveillance throughout the Museum. This project was completed in fiscal 2012.
- **Milstein Hall of Ocean Life / Hall of Biodiversity Media and Lighting Upgrades:** This project upgraded media and lighting, including the replacement of the audio control system, projectors, and special effects lighting in the Hall of Ocean Life, and interactive kiosks and computers in the Hall of Biodiversity. This project was completed in fiscal 2013.

In the last two years the Museum experienced some negative impact to its buildings and revenue from two hurricanes and a major storm, but none of the Museum's collections, exhibitions, or infrastructure was damaged. The losses totaled about \$2 million and are mostly being reimbursed by insurance and FEMA.

LONG-TERM INVESTMENTS AND POOLED ENDOWMENT FUNDS

The fair value of the Museum's total long-term investments (including the pooled endowment fund) as of June 30 for the five fiscal years ending on June 30, 2013 was as follows:

	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Total pooled endowment	\$587,992,498	\$545,833,828	\$575,234,448	\$507,473,598	\$468,036,986
Total long term investments	\$596,572,355	\$553,587,932	\$583,112,212	\$514,206,771	\$475,956,278

From June 30, 2009 to June 30, 2013, the Museum's long-term investments increased by \$120.6 million, from \$476.0 million to \$596.6 million, with the Museum's pooled endowment increasing during this period by \$120.0 million, net of fees and spending (see below). Changes to the fair value of the Museum's long-term investments reflect market conditions as well as new gifts and pledges made to the endowment (see "CONTRIBUTIONS AND GRANTS" above).

The Investment Committee of the Board of Trustees, working with Museum staff and an external Investment Advisor, oversees and reviews the performance of long-term investments and investment managers, makes recommendations to the Board concerning investment policies, and reports on asset allocation and the selection of investment managers.

The composition of long-term investments at June 30 for each of the past five fiscal years is shown below:

	<u>2013</u>		<u>2012</u>		<u>2011</u>	
	Dollar <u>Amount</u>	Percent of <u>Portfolio</u>	Dollar <u>Amount</u>	Percent of <u>Portfolio</u>	Dollar <u>Amount</u>	Percent of <u>Portfolio</u>
Cash equivalents	\$25,878,851	4.34%	\$13,749,088	2.48%	\$28,274,897	4.85%
Accrued interest and dividends receivable	130,653	0.02%	182,605	0.03%	160,824	0.03%
U.S. common and preferred stock	74,610,528	12.51%	55,335,397	10.00%	63,596,796	10.91%
Foreign common and preferred stocks, including ADR's	78,572,282	13.17%	67,418,385	12.18%	81,266,478	13.94%
Fixed Income	43,339,883	7.26%	65,515,878	11.83%	62,705,882	10.75%
Alternative investments	365,460,301	61.26%	343,632,475	62.08%	339,229,571	58.17%
Total Pooled Endowment	\$587,992,498	98.56%	\$545,833,828	98.60%	\$575,234,448	98.65%
Investments designated for plant	-	0.00%	-	0.00%	17,000	0.00%
Split interest agreements & perpetual trusts	8,579,857	1.44%	7,754,104	1.40%	7,860,764	1.35%
Total Long-term Investments	\$596,572,355	100.00%	\$553,587,932	100.00%	\$583,112,212	100.00%
	<u>2010</u>		<u>2009</u>			
	Dollar <u>Amount</u>	Percent of <u>Portfolio</u>	Dollar <u>Amount</u>	Percent of <u>Portfolio</u>		
Cash equivalents	\$30,262,437	5.89%	\$68,062,024	14.30%		
Accrued interest and dividends receivable	144,378	0.03%	57,078	0.01%		
U.S. common and preferred stock	55,371,148	10.77%	53,517,938	11.24%		
Foreign common and preferred stocks, including ADR's	71,565,888	13.92%	85,649,111	18.00%		
Fixed income	57,377,201	11.16%	-	0.00%		
Alternative investments	292,752,546	56.92%	260,750,835	54.78%		
Total Pooled Endowment	\$507,473,598	98.69%	\$468,036,986	98.33%		
Investments designated for plant	17,000	0.00%	1,500,000	0.32%		
Split interest agreements & perpetual trusts	6,716,173	1.31%	6,419,292	1.35%		
Total Long-term Investments	\$514,206,771	100.00%	\$475,956,278	100.00%		

ENDOWMENT SPENDING POLICY

The endowment spending policy, as authorized by the Board of Trustees, is to distribute for operations an amount equal to five percent (5%) of the average of the estimated fair market value of the total Pooled Endowment for the twelve preceding quarters, calculated annually as of March 31, to be distributed in the following fiscal year to support Museum operations.

In accordance with the endowment spending policy, AMNH has distributed \$139.1 million from the endowment for Museum operations during the past five fiscal years, as follows:

	<u>June 30, 2013</u>	<u>June 30, 2012</u>	<u>June 30, 2011</u>	<u>June 30, 2010</u>	<u>June 30, 2009</u>
Endowment Distribution to operations and plant pursuant to spending policy	\$27,105,344	\$26,470,802	\$27,969,634	\$28,752,510	\$28,813,204

Additionally, over the past five fiscal years the Board has authorized further distributions from the endowment for capital projects. Endowment distributions for these purposes totaled \$18.0 million during the last five fiscal years. During the same period, AMNH received contributions to its endowment (including pledges) of \$51.3 million.

OUTSTANDING DEBT

LINES OF CREDIT

The Museum has lines of credit for working capital and general corporate purposes from three banks totaling \$80 million that bear interest at floating LIBOR or Federal Funds Rates on amounts outstanding that are reset every 30 days. The line of credit with Bank of America, N.A. allows a maximum draw of \$40 million and expires June 21, 2015. The line of credit with JP Morgan Chase Bank, N.A. allows a maximum draw of \$20 million and expires March 28, 2015. The line of credit with Citibank, N.A. allows a maximum draw of \$20 million and expires September 29, 2015.

Below are the amounts outstanding under all lines of credit as of June 30 for each of the last five fiscal years:

	<u>June 30, 2013</u>	<u>June 30, 2012</u>	<u>June 30, 2011</u>	<u>June 30, 2010</u>	<u>June 30, 2009</u>
Line of Credit	\$6,600,000	\$10,500,000	\$13,000,000	\$13,300,000	\$6,800,000

LOANS FROM TRUST FOR CULTURAL RESOURCES

The Trust for Cultural Resources of The City of New York (the "Trust") has previously issued tax-exempt bonds on behalf of AMNH. The proceeds of these bond issues were loaned to AMNH for the purpose of financing or refinancing a portion of costs incurred for the construction, expansion, improvement and rehabilitation of facilities operated by AMNH and the Planetarium Authority and to refinance outstanding debt. As of June 30, 2013, the principal amount, including unamortized bond premium, of all outstanding Bonds issued by the Trust for AMNH totaled \$269,270,225, which includes the bonds being refunded with the Series 2014 Bonds that are the subject of this Official Statement.

INTEREST RATE EXCHANGE AGREEMENTS

The Museum has entered into interest rate exchange agreements relating to a majority of its floating rate bond issues in order to manage its interest rate risk and cost. In each instance, the Museum agrees to pay the counterparty a fixed interest rate and the counterparty agrees to pay the Museum a variable interest rate

intended to approximate the variable rate on the Museum’s bonds. Such agreements will continue in place following the refunding of the Refunded Bonds. The interest rate exchange agreements are as follows:

Notional Amount	Fair Value*	Counterparty Interest Rate	AMNH Fixed Interest Rate	Counterparty
\$75,975,000 Expires 2027	\$(17,613,264)	Variable rate equal to 70% of LIBOR	4.40%	Bank of America
\$25,225,000 Expires 2044	\$(6,176,597)	Variable rate equal to 70% of LIBOR	3.62%	BONY
\$68,975,000 Expires 2044	\$(11,719,064)	Variable rate equal to the SIFMA Index**	3.95%	Morgan Stanley Capital Services, Inc.

* As of June 30, 2013

** An amendment has been entered into to modify the basis of the Morgan Stanley agreement to a variable rate equal to 70% of 3-month LIBOR and modify the AMNH Fixed Interest Rate to 3.395%.

Under certain circumstances the Museum or its counterparties may be required to post collateral to secure its obligations under the interest rate exchange agreements. In addition, each agreement may be terminated following the occurrence of certain events, at which time the Museum or its counterparties may be required to make a termination payment to the other.

In addition to the interest rate exchange agreements described above, on May 28, 2014, the Museum entered into a Rate Protection Transaction (the “Hedge”) on \$25,000,000 with SMBC Capital Markets, Inc. (“SMBC”) effective June 5, 2014 for a term ending April 1, 2024. The Hedge is intended to limit the Museum's interest rate exposure on \$25,000,000 of Series 2014B1 Bonds. Under the Hedge, which is in the form of an interest rate cap, SMBC will pay the Museum to the extent floating rates (as measured by 70% of 3-month US Dollar LIBOR) exceed 5.00%. The Museum purchased the Hedge with a single upfront payment, and has no further payment obligations under it.

LIQUIDITY AND MARKET ACCESS

The Series 2014B1 Bonds are expected to be issued in a Flexible Mode with an Initial Scheduled Mandatory Tender Date approximately 270 days following the issue date and subsequently remarketed at each tender date for a 270-day period. The Series 2014B2 Bonds are expected to be issued in a Flexible Mode with an Initial Scheduled Mandatory Tender Date approximately 180 days following the issue date and subsequently remarketed at each tender date for a new 270-day period. Through this initial separation of Scheduled Mandatory Tender Dates, the Series 2014B1 Bonds and the Series 2014B2 Bonds are expected to have 90 days between Scheduled Mandatory Tender Dates going forward. It is the Museum’s intention to set an Unscheduled Mandatory Tender Date for each subseries of the Series 2014B Bonds approximately 90 days prior to each Scheduled Mandatory Tender Date and remarket such subseries on such Unscheduled Mandatory Tender Date. In the event of a failed remarketing on such Unscheduled Mandatory Tender Date, such subseries could remain outstanding for up to 90 days until the original Scheduled Mandatory Tender Date. This would allow the Museum 90 days for continued remarketing efforts and to access Museum liquidity should it not be possible to remarket such bonds.

In accordance with such plan, in the initial event of a failed remarketing on an Unscheduled Mandatory Tender Date of the Series 2014B1 Bonds or the Series 2014B2 Bonds, each of which is in an aggregate principal amount of approximately \$50 million, the Museum would have up to 90 days to access liquidity sufficient to purchase the tendered Bonds and initiate timely transfer of cash to the paying agent. Upon any such remarketing failure, the Museum also intends to evaluate the probability of a remarketing failure of the other Series 2014B Bonds, for which the Museum would have 180 days to access sufficient liquidity. As of

December 31, 2013, the Museum had assets and bank facilities of more than \$500 million that could have been liquidated or drawn upon in 180 days or less, to meet any liquidity obligations.

Those assets included \$150 million of cash and lines of credit available on a same-day basis, marketable investments of \$250 million available in 90 days or less, and \$147 million available in 91-180 days.

The following table provides certain updated information as of March 31, 2014 regarding the Museum's sources of liquidity.

Liquidity as of March 31, 2014
(unaudited)

	Less than 30 days	31-90 days	91-180 days	Over 180 Days	Total
Cash and Cash Equivalents	\$ 66,553,496	-	-	-	\$ 66,553,496
Undrawn Operating Lines of Credit	77,850,000	-	-	-	77,850,000
US Equities	60,928,659	\$ 27,528,374	\$ 18,883,196	-	107,340,229
International Equities	-	77,495,388	-	-	77,495,388
Global Equities	-	45,428,500	18,886,000	-	64,314,500
Fixed Income	16,201,758	-	-	-	16,201,758
Hedge Funds	-	-	98,887,382	\$135,923,555	234,810,937
Private Investments	-	-	-	95,716,120	95,716,120
Marketable Real Assets	-	17,139,861	-	4,185,000	21,324,861
Endowment Cash Equivalents	13,338,106	-	-	-	13,338,106
Total	\$234,872,019	\$167,592,123	\$136,656,578	\$235,824,675	\$774,945,395
Total Liquidity available in 180 days or less			<u>\$539,120,720</u>		

INSURANCE

AMNH and the Planetarium Authority maintain insurance covering all of their facilities, property and operations subject to varying deductibles. This includes commercial general liability, all-risk property insurance including business interruption, automobile, commercial crime, workers compensation, foreign general liability, directors' and officers' liability, fine arts covering collections, and other insurance. All insurance coverage, including deductibles and limits of liability, is reviewed by the Audit Committee of the Board of Trustees with senior management based upon a review and recommendations by external insurance consultants.

EMPLOYEES AND LABOR RELATIONS – HUMAN RESOURCES

AMNH staff numbers approximately 1,000 full-time and 330 part-time employees, supplemented by about 1,000 volunteers. Four unions represent about 26% of AMNH employees under existing contracts.

The unions representing the largest number of employees are Local 1306 (museum attendant guards) and Local 1559 (e.g. maintainers, clerks, preparators, artists, museum instructors, scientific assistants, editors, photographers), both of District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO. Local 3 of the International Brotherhood of Electrical Workers represents the AMNH electricians, elevator mechanics and electrician helpers. The fourth union is Local 306 of the Moving Picture Projectionists, Video Technicians, and Allied Crafts, International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists, and Allied Crafts of the IATSE, of the United States and Canada (audio-visual technicians).

The Local 1306 contract expires May 31, 2014 and the Local 1559 contract expires September 15, 2014. For these unions, the general wage and benefit increases are governed by the City of New York's economic bargaining agreement between the City and the union, which then flow down into a local contract between the union and AMNH that covers working conditions, assignment differentials and the like. Accordingly, these contracts await completion of negotiations with the City of New York which are underway, and the local contracts are routinely extended by mutual agreement pending completion of the negotiations with the City. The Local 3 contract includes "a duration of agreement clause" whereby the agreement remains in effect unless either party provides 60-days' notice to terminate its terms, and no notice has been given. The Local 306 contract expires June 30, 2018.

RETIREMENT PLANS

AMNH participates in multi-employer retirement plans administered by the Cultural Institutions Retirement System ("CIRS"), a trust established in 1972 with an independent board of nine trustees. The employers include, among others, the Wildlife Conservation Society, the Brooklyn Museum, The New York Botanical Garden, the Brooklyn Botanic Garden, and Brooklyn Academy of Music.

The CIRS plans consist of 1) a 401(k) plan funded by employees; 2) a term life insurance plan; and 3) a traditional pension plan funded by employers and by the City of New York. The pension plan is a "defined benefit pension plan" that is regulated by ERISA and the federal Pension Protection Act, with benefits guaranteed by the Pension Benefit Guaranty Corporation. Under federal law, the plan must report how well it is funded by using a measure called the "funded percentage" and the funded percentage as of July 1, 2013 was reported to be 102.32%. Total plan costs paid by AMNH for the year ended June 30, 2013 were \$5.52 million.

AMNH provides post-retirement health care benefits for retired employees and life insurance benefits for certain retired employees. The total actuarial valuation of the post-retirement health, dental and life insurance benefits obligation as of June 30, 2013 was \$38.2 million.

AMNH provides supplemental retirement plans for certain key employees. These plans are not funded and are contingent upon the employee meeting specified service requirements. They represent actuarially determined general obligations of AMNH valued at \$4.7 million as of June 30, 2013.

LITIGATION

There is no litigation or other proceeding pending or, to the knowledge of AMNH, threatened in any court, agency, or other administrative body challenging the validity or seeking to restrain or enjoin the refunding of the Refunded Bonds or the issuance of the Series 2014 Bonds.

There is no litigation pending against the Museum, or to the knowledge of the Museum threatened, which, if resolved adversely to the Museum would, in the opinion of the Museum, have a material adverse effect on the Museum's financial position or operations.

FISCAL YEAR 2014 UPDATE

During the first six months of fiscal 2014, the Museum generated unrestricted net operating revenues of \$2.8 million, compared to net operating revenues of \$420,000 during the same period in fiscal 2013. This is largely due to increased revenues from admissions, strong fundraising and improved performance in the Museum's auxiliary divisions including events and conference services and traveling exhibitions. The Museum's endowment also performed well through December 31, 2013, with net returns of 8.8% since July 1, 2013 and reaching a market value of \$625.4 million. This estimate is unaudited and includes valuations for certain private partnership assets which are provided to the Museum on a quarterly basis. Overall, the positive operating performance, investment appreciation and positive cash flow, as well as expense discipline, combined to increase total Museum assets by \$26.3 million net of depreciation.

During the same period, liabilities decreased by \$9.2 million, reflecting lower liabilities associated with Museum's interest rate exchange agreements and a reduction in temporary borrowings from lines of credit. Together, net assets after liabilities increased by \$35.5 million or 4.5% from \$789.1 million to \$824.6 million in the first six months of operation, including an increase in cash on hand from \$60.2 million to \$72.6 million.

The Museum has not issued any additional long-term debt during fiscal 2014, but continued its program of capital investment with \$3.8 million invested in its physical plant in the first six months, with about \$20 million in new projects coming on stream in the remainder of this fiscal year and the next.

**AMERICAN MUSEUM OF NATURAL HISTORY
CONSOLIDATED FINANCIAL STATEMENTS**

[THIS PAGE INTENTIONALLY LEFT BLANK]

Consolidated Financial Statements Together with
Report of Independent Auditors

THE AMERICAN MUSEUM OF NATURAL HISTORY

For the years ended June 30, 2013 and 2012



Audit • Tax • Advisory

Grant Thornton LLP
666 Third Avenue, 13th Floor
New York, NY 10017-4011

T 212.599.0100
F 212.370.4520
www.GrantThornton.com

REPORT OF INDEPENDENT AUDITORS

To the Board of Trustees of
The American Museum of Natural History:

We have audited the accompanying consolidated financial statements of The American Museum of Natural History (the “Museum”), which includes The American Museum of Natural History Planetarium Authority, which comprise the consolidated statements of financial position as of June 30, 2013 and 2012, and the related consolidated statements of activities and cash flows for the years then ended and the related notes to the financial statements.

Management’s responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor’s responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of The American Museum of Natural History, which includes The American Museum of Natural History Planetarium Authority, as of June 30, 2013 and 2012, and the consolidated changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Grant Thornton LLP

New York, New York
November 1, 2013

THE AMERICAN MUSEUM OF NATURAL HISTORY
Consolidated Statements of Financial Position
At June 30, 2013 and 2012

ASSETS	2013	2012
Cash and cash equivalents	\$ 50,305,296	\$ 38,817,893
Short-term investments, designated for current operations	9,921,310	3,228,000
Accounts receivable, less allowance for doubtful accounts of \$802,202 and \$2,215,060 in 2013 and 2012, respectively	4,282,058	3,950,547
Inventory, less allowance of \$40,000 in 2013 and 2012	1,198,523	1,112,557
Prepaid expenses and other assets	17,549,748	19,009,636
Government grants receivable, net	11,296,290	16,955,453
Contributions receivable, net	39,750,574	31,370,399
Deferred bond issuance costs, net	2,766,575	2,963,538
Long-term investments	596,572,355	553,587,932
Plant and equipment, net	452,074,386	461,555,798
Total assets	<u>\$ 1,185,717,115</u>	<u>\$ 1,132,551,753</u>
 LIABILITIES AND NET ASSETS		
LIABILITIES		
Accounts payable and accrued expenses	\$ 34,574,027	\$ 36,463,089
Accrued interest payable	2,745,276	2,764,134
Deferred revenue	5,091,237	5,491,622
Notes payable to banks	6,600,000	10,500,000
Loans from Trust for Cultural Resources	269,270,225	270,677,376
Interest rate exchange agreements	35,508,925	54,749,708
Accrued postretirement and other employee benefits	42,875,034	69,514,296
Total liabilities	<u>396,664,724</u>	<u>450,160,225</u>
 NET ASSETS		
Unrestricted	335,387,802	272,719,986
Temporarily restricted	277,597,339	247,716,605
Permanently restricted	176,067,250	161,954,937
Total net assets	<u>789,052,391</u>	<u>682,391,528</u>
Total liabilities and net assets	<u>\$ 1,185,717,115</u>	<u>\$ 1,132,551,753</u>

The accompanying notes are an integral part of these consolidated financial statements.

THE AMERICAN MUSEUM OF NATURAL HISTORY
Consolidated Statements of Activities
For the years ended June 30, 2013 and 2012

	2013				2012			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
OPERATING REVENUE AND SUPPORT								
Investment return designated for operations	\$ 18,115,493	\$ 8,206,373	\$ -	\$ 26,321,866	\$ 17,769,956	\$ 7,925,720	\$ -	\$ 25,695,676
Contributions and grants	24,854,218	25,174,652	-	50,028,870	24,923,549	20,516,468	-	45,440,017
Operating support from the City of New York	16,721,953	-	-	16,721,953	16,881,243	-	-	16,881,243
Visitors' contributions and admissions	43,956,168	-	-	43,956,168	44,882,738	-	-	44,882,738
Membership fees	6,715,807	-	-	6,715,807	6,531,150	-	-	6,531,150
Auxiliary activities	25,243,289	-	-	25,243,289	28,513,660	-	-	28,513,660
Miscellaneous fees and other revenue	5,053,478	-	-	5,053,478	4,547,041	-	-	4,547,041
Net assets released from restrictions	25,653,941	(25,653,941)	-	-	23,876,436	(23,876,436)	-	-
Total operating revenue and support	166,314,347	7,727,084	-	174,041,431	167,925,773	4,565,752	-	172,491,525
OPERATING EXPENSES								
Scientific research	33,570,176	-	-	33,570,176	34,787,891	-	-	34,787,891
Education	17,747,862	-	-	17,747,862	15,906,760	-	-	15,906,760
Exhibitions	8,963,758	-	-	8,963,758	7,587,442	-	-	7,587,442
Membership	2,154,412	-	-	2,154,412	2,034,387	-	-	2,034,387
Visitor services	7,401,914	-	-	7,401,914	7,903,246	-	-	7,903,246
Auxiliary activities	16,501,880	-	-	16,501,880	18,378,326	-	-	18,378,326
General and administrative	15,851,165	-	-	15,851,165	16,206,245	-	-	16,206,245
Fundraising	5,437,851	-	-	5,437,851	5,208,800	-	-	5,208,800
Communications and digital media	7,041,211	-	-	7,041,211	7,573,235	-	-	7,573,235
Information technology	5,594,584	-	-	5,594,584	5,713,740	-	-	5,713,740
Guardianship, maintenance and operating costs	31,840,534	-	-	31,840,534	30,634,967	-	-	30,634,967
Total operating expenses	152,105,347	-	-	152,105,347	151,935,039	-	-	151,935,039
Designated contributions and transfers to plant and long-term investments	14,096,849	-	-	14,096,849	15,898,509	-	-	15,898,509
Operating revenue and support in excess of operating expenses, designated contributions and transfers	112,151	7,727,084	-	7,839,235	92,225	4,565,752	-	4,657,977
NONOPERATING REVENUE, SUPPORT AND EXPENSES								
Revenue and support for plant:								
Contributions, grants and miscellaneous revenue	9,090,375	5,440,000	-	14,530,375	9,295,606	223,730	-	9,519,336
Capital support from the City of New York	12,750,969	-	-	12,750,969	6,107,742	-	-	6,107,742
Net assets released from restrictions	305,544	(305,544)	-	-	3,667,379	(3,667,379)	-	-
Transfer from long-term investments and operations to plant	22,004,796	-	-	22,004,796	18,478,509	-	-	18,478,509
Plant expenses:								
Interest and related expenses	12,239,653	-	-	12,239,653	12,596,810	-	-	12,596,810
Change in value of interest rate exchange agreements	(19,240,783)	-	-	(19,240,783)	27,720,198	-	-	27,720,198
Depreciation and amortization	26,758,139	-	-	26,758,139	25,808,947	-	-	25,808,947
Plant expenses not capitalized	457,914	-	-	457,914	277,179	-	-	277,179
Long-term investments:								
Contributions and bequests	917,351	925,582	8,734,098	10,577,031	4,686,231	331,854	7,552,707	12,570,792
Investment return, in excess of amounts designated for operations and plant	4,888,132	28,621,940	5,378,215	38,888,287	(22,448,436)	(9,390,780)	(3,398,573)	(35,237,789)
Net assets released from restrictions	12,528,328	(12,528,328)	-	-	11,102,903	(11,102,903)	-	-
Transfers from plant and operations to long-term investments, net	(7,907,947)	-	-	(7,907,947)	(2,580,000)	-	-	(2,580,000)
Other pension related activities	28,193,040	-	-	28,193,040	(12,290,249)	-	-	(12,290,249)
Changes in net assets	62,667,816	29,880,734	14,112,313	106,660,863	(50,291,224)	(19,039,726)	4,154,134	(65,176,816)
Net assets, beginning of year	272,719,986	247,716,605	161,954,937	682,391,528	323,011,210	266,756,331	157,800,803	747,568,344
Net assets, end of year	\$ 335,387,802	\$ 277,597,339	\$ 176,067,250	\$ 789,052,391	\$ 272,719,986	\$ 247,716,605	\$ 161,954,937	\$ 682,391,528

The accompanying notes are an integral part of these consolidated financial statements.

THE AMERICAN MUSEUM OF NATURAL HISTORY
Consolidated Statements of Cash Flows
For the years ended June 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ 106,660,863	\$ (65,176,816)
Adjustments to reconcile changes in net assets to net cash flows used in operations:		
Depreciation and amortization	26,758,139	25,808,947
(Gain) loss in fair value of investments	(64,466,017)	11,148,046
Change in value of interest rate exchange agreements	(19,240,783)	27,720,198
Amortization and write-off of deferred bond issuance costs	196,963	199,340
Amortization of deferred bond premium	(202,151)	(202,151)
Contributions permanently restricted	(3,848,633)	(2,804,737)
Contributions and grants restricted for plant and equipment	(26,376,049)	(14,924,493)
Changes in operating assets and liabilities:		
Accounts receivable, inventory, prepaid expenses and other assets	1,094,916	1,927,052
Contributions and grants receivable, net	(2,721,012)	(11,886,385)
Accounts payable and other liabilities	1,022,043	(374,092)
Accrued postretirement and other employee benefits	<u>(26,639,262)</u>	<u>15,487,754</u>
Net cash used in operating activities	<u>(7,760,983)</u>	<u>(13,077,337)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Capital expenditures	(17,209,424)	(25,297,208)
Proceeds from disposition of investments	306,938,878	397,796,540
Purchases of investments	<u>(292,203,099)</u>	<u>(374,393,353)</u>
Net cash used in investing activities	<u>(2,473,645)</u>	<u>(1,894,021)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Contributions permanently restricted	3,848,633	2,804,737
Contributions and grants restricted for plant and equipment	26,376,049	14,924,493
Accounts payable and other liabilities	(3,330,348)	2,324,847
Payments on loans from Trust for Cultural Resources	(1,205,000)	(1,185,000)
Payments on capital lease obligation	(67,303)	(67,303)
Repayments of bank borrowings, net	<u>(3,900,000)</u>	<u>(2,500,000)</u>
Net cash flows provided by financing activities	<u>21,722,031</u>	<u>16,301,774</u>
Increase in cash and cash equivalents	11,487,403	1,330,416
Cash and cash equivalents, beginning of year	<u>38,817,893</u>	<u>37,487,477</u>
Cash and cash equivalents, end of year	<u>\$ 50,305,296</u>	<u>\$ 38,817,893</u>
Supplemental disclosures:		
Interest paid	<u>\$ 11,650,529</u>	<u>\$ 11,649,667</u>

The accompanying notes are an integral part of these consolidated financial statements.

THE AMERICAN MUSEUM OF NATURAL HISTORY

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

1. ORGANIZATION

The American Museum of Natural History (the “Museum”) is a highly complex scientific, educational and cultural institution chartered in 1869 as a museum and library by a special act of the Legislature of the State of New York. It is a member institution of the University of the State of New York under the auspices of the Regents of the State of New York and is accredited by the American Association of Museums.

The Museum established the Richard Gilder Graduate School (the “Graduate School”) in 2007 to confer the degrees of Doctor of Philosophy (“Ph.D.”) and Master of Philosophy (“M. Phil”). The Graduate School is accredited by the Board of Regents of the State of New York. The activities of the graduate school are included in the accompanying consolidated financial statements.

The American Museum of Natural History Planetarium Authority (the “Planetarium Authority”) was chartered in 1933 by a special act of the Legislature of the State of New York as a public benefit corporation to fund the construction of the Hayden Planetarium. The Hayden Planetarium was rebuilt in 2000 as part of the Rose Center for Earth and Space with new exhibition halls and educational programming. The Museum leases the planetarium, exhibition halls and facilities to provide educational programs to the public, free of rent and, for an indefinite term, in consideration for the Museum paying the costs of operation, maintenance and reasonable repair. The Board of the Planetarium Authority consists of three to five independent members appointed by the Museum’s Board. Accordingly, the activities of the Planetarium Authority are included in the accompanying consolidated financial statements.

The Museum is a nonprofit corporation and exempt from corporate federal income tax under Section 501(c)(3) of the Internal Revenue Code and is qualified to receive tax-deductible gifts and bequests under the U.S. tax code. The Planetarium Authority is also exempt from corporate federal income tax under Section 501(c)(3) of the Internal Revenue Code.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation - The accompanying consolidated financial statements have been prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”). All inter-institutional amounts/transactions have been eliminated in consolidation.

Net Asset Accounting - Museum resources are classified and reported in the accompanying consolidated financial statements as separate classes of net assets in accordance with donor-imposed restrictions as follows:

- Permanently restricted net assets are subject to donor-imposed restrictions that stipulate that the corpus of the gifts be maintained in perpetuity but allow for the expenditure of net income and gains earned on the corpus for either specified or unspecified purposes.
- Temporarily restricted net assets carry donor-imposed restrictions on the expenditure of the contributed assets. They may expire by passage of time or as a result of expenditure through the fulfillment of the donors’ restrictions. When temporarily restricted net assets are released from restrictions, they are transferred to unrestricted net assets and shown as “net assets released from restrictions” in the consolidated statement of activities. In addition, earnings on certain donor-restricted endowment funds are classified as temporarily restricted, pursuant to the New York Prudent

THE AMERICAN MUSEUM OF NATURAL HISTORY

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

Management of Institutional Funds Act (“NYPMIFA”) until appropriated for expenditure by the Board of Trustees.

- Unrestricted net assets are not restricted by donors. A portion of unrestricted net assets may be designated by the Museum for specific purposes, including long-term investment.

Measure of Operations

The Museum’s measure of operations includes all unrestricted operating revenues and expenses that are an integral part of its programs and supporting activities, including net assets released from donor restrictions to support operating activities. The measure of operations also includes distributions from the endowment in support of operating expenses as appropriated by the Museum’s Board of Trustees (see Note 6). The measure of operations excludes net income and gains or losses on the endowment that exceed or are less than the annual distribution appropriated by the Board of Trustees and changes in fair value of planned giving and other agreements, plant revenue, non-capitalizable plant expenses, depreciation and amortization of plant and equipment, interest and related expenses, other pension related activities, contributions permanently and temporarily restricted for long-term investment, all bequests over \$100,000, unrestricted gifts designated by the Museum for nonoperating purposes and other transfers and nonrecurring items.

Contributions and Grants

Contribution and grants, including donations of cash, property, in-kind contributions and unconditional promises to give (pledges), are reported in the period received. Contributions are recorded at fair value, and in the case of pledges, are recorded at the present value of their estimated future cash flows. Discounts to present value are calculated using current interest rates paid on U.S. Treasury obligations with maturities that correspond to expected pledge payment dates adjusted for credit risk. Allowances are recorded for estimated uncollectible contributions based on management’s judgment, past collection experience and other relevant factors.

Grants for capital projects received from the City of New York (the “City”) and the State of New York (the “State”) are recorded as unrestricted revenue as the work is performed.

Federal, State and City grants and contracts for research, education and other purposes are included in unrestricted contributions and grants in the consolidated statement of activities. Revenue from grants and contracts is recognized when earned, that is, generally as the related costs are incurred under the grant or contract agreements. Amounts expended in excess of reimbursements are reported as government grants receivable.

The Museum has a significant number of volunteers who contribute meaningful amounts of time in furtherance of the Museum’s mission. Such contributions do not meet the criteria for recognition of contributed services contained in U.S. GAAP and, accordingly, are not reflected in the consolidated statement of activities.

Investments

Investments in publicly traded debt and equity securities are recorded at fair value, generally determined on the basis of quoted market values. Investments in alternative investments that are not readily marketable, are reported at fair value as determined by the respective investment manager at the fund’s measurement date and adjusted by the Museum for activity from that date through June 30th of each year. Interests in planned giving agreements and perpetual trusts are reported at fair value based on the underlying assets.

THE AMERICAN MUSEUM OF NATURAL HISTORY

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

Purchases and sales of investments are reflected on a trade-date basis. Changes in fair value of investments are determined based on average cost and are recorded in the consolidated statement of activities in the period in which they occur. Such changes are reported as increases or decreases in unrestricted net assets unless subject to donor restriction or applicable law. Dividends and interest are recognized as earned. The Museum's investments are pooled to facilitate their management. Investment return is allocated to unrestricted, temporarily restricted and permanently restricted funds based on donor restrictions, if any, calculated on a unit basis that reflects the ratio of the related funds invested in the pooled portfolio to the total fair value.

Inventory

Inventory consists of retail shop merchandise and is valued at cost, principally using the average cost method, that is not in excess of net realizable value. The Museum provides an allowance for inventory obsolescence and shrinkage based on amounts ultimately expected to be realized upon sale.

Plant and Equipment

The Museum's and the Planetarium Authority's facilities consist of permanent exhibition halls, including the Rose Center for Earth and Space, and research and educational facilities located on an 18-acre campus on the Upper West Side of Manhattan.

The buildings occupied by the Museum and the land on which they reside are owned by the City of New York and are occupied by the Museum pursuant to an 1877 lease with the City. The lease grants to the Museum, free of rent, the exclusive use of the land and buildings erected and to be erected thereon for so long as the leased properties are used for purposes consistent with the Museum's charter. The Museum includes the net asset value of these buildings and grounds in its consolidated financial statements consistent with U.S. GAAP, which permits the recording of assets contributed to institutions pursuant to a long-term lease.

The Planetarium Authority holds title to the Planetarium and the land beneath. The land was donated by the City and the State to the Planetarium Authority subject to a reversion of title in certain events, in which case, title to the real property would revert to the City but under lease to the Museum, under the same provisions as the City's lease of land and buildings to the Museum.

The Museum also has research facilities located in Portal, Arizona named "Southwest Research Station", and off the coast of Long Island, New York named "Great Gull Island."

The gross value of plant represents the cost of Museum expenditures for construction and leasehold improvements. The gross value of equipment represents the cost of Museum expenditures and the value of donated equipment. Plant and equipment purchased for a value greater than \$5,000 and with depreciable lives greater than one year are reported at cost, net of depreciation and amortization which is calculated on a straight-line basis over the estimated useful lives of such assets which range from 5 to 40 years.

Exhibitions

The Museum capitalizes exhibition costs as they are incurred. Upon the opening of an exhibition, the capitalized costs are amortized on a straight-line basis over its estimated useful life of five years. The net unamortized exhibition costs are included in prepaid expenses and other assets on the consolidated statement of financial position.

THE AMERICAN MUSEUM OF NATURAL HISTORY

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

Collections

The Museum has extensive collections of specimens and artifacts that constitute a record of life on Earth. These valuable, and sometimes irreplaceable, collections have been acquired through field expeditions, contributions and purchases since the Museum's inception and represent one of the largest natural history collections in the world. New collection areas include the Museum's frozen tissue collection of DNA and tissue samples as well as large scientific databases of genomic and astrophysical data. The collections provide a resource for scientists around the world, and grow significantly each year.

In conformity with accounting policies generally followed by museums, the value of the Museum's collections is not reflected in the consolidated statement of financial position. The Museum's collections policy requires that the proceeds from the sale of collection items be used for acquisitions to the collections. If the assets used to purchase the collection items are from restricted funds, proceeds from the sale of those items are recorded as increases in temporarily restricted net assets in that fund until an acquisition is made.

Deferred Revenue

Deferred revenue consists of advance payments for traveling exhibitions; advance ticket sales, recognized as revenue when the tickets are redeemed; and other miscellaneous deferred items, recognized as revenue upon performance of the underlying obligation.

Income Taxes

U.S. GAAP requires that a tax position be recognized or derecognized based on a "more likely than not" threshold. This applies to positions taken or expected to be taken in a tax return. The Museum does not believe its consolidated financial statements include any uncertain tax positions for the open tax years of 2013, 2012, 2011 and 2010 that would have a materially adverse effect on its financial condition.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The more significant estimates relate to actuarial assumptions used to calculate potential postretirement benefits, the determination of allowances for doubtful accounts, the useful lives of plant and equipment, conditional asset retirement obligations and the fair value of certain alternative investments and interest rate exchange agreements. Actual results could differ from those estimates.

Fair Value Measurements

The Financial Accounting Standards Board ("FASB") Topic 820, under the FASB Accounting Standards Codification, defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements. The standard provides a consistent definition of fair value, which focuses on an exit price between market participants in an orderly transaction. The standard also prioritizes, within the measurement of fair value, the use of market-based information over entity-specific information and establishes a three-level hierarchy for fair value measurements based on the transparency of information used in the valuation of an asset or liability as of the measurement date.

THE AMERICAN MUSEUM OF NATURAL HISTORY

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

Assets and liabilities, subject to the standard, measured and reported at fair value are classified and disclosed in one of the following categories:

- Level I - Quoted prices are available in publicly traded markets for identical assets or liabilities as of the measurement date. The type of investments in Level I include listed equities held in the name of the Museum, and exclude listed equities and other securities held indirectly through commingled funds.
- Level II - Pricing inputs, including broker quotes, are generally those other than exchange quoted prices in publicly traded markets, which are either directly or indirectly observable as of the measurement date, and fair value is determined through the use of valuation methodologies. Also included in Level II are investments measured using a net asset value (“NAV”) per share, or its equivalent, that may be redeemed at that NAV at the date of the statement of financial position or in the near term, which the Museum has generally considered to be within 90 days.
- Level III- Pricing inputs are unobservable for the asset or liability and include situations where there is little, if any, market activity for the asset or liability. The inputs into the determination of fair value require significant management judgment or estimation. Investments that are included in this category generally include hedge funds, private investment funds and partnership interests, which are required to provide the Museum with periodic audited financial statements. Also included in Level III are investments measured using a NAV per share, or its equivalent, that can never be redeemed at NAV or for which redemption at NAV is uncertain due to lockup periods or other investment restrictions.

Cash and Cash Equivalents

Cash consists of cash on premises generated through the course of daily activities and cash on deposit with banks and other financial institutions. Cash equivalents represent money market funds or short-term investments with original maturities of 90 days or less from the date of purchase. Cash and cash equivalents managed by the Museum’s investment managers as part of its long-term investment strategy are included in long-term investments.

Short-Term Investments, Designated for Current Operations

Short-term investments are reported at fair value based on quoted market values and consist of operating cash placed in certificates of deposit, treasury bills and notes, and other federal agency notes and have maturities greater than 90 days.

Concentrations of Credit Risk

In order to avoid concentrations of credit risk in cash and cash equivalents, the Museum has diversified its cash holdings amongst several high credit quality banks and financial institutions. Additionally, it has diversified its investment holdings amongst different investment managers with different strategies and holdings consistent with recommendations from the Investment Committee of its Board of Trustees, outside advisors and management.

THE AMERICAN MUSEUM OF NATURAL HISTORY
Notes to Consolidated Financial Statements
June 30, 2013 and 2012

Reclassifications

At June 30, 2013, the Museum began reporting short-term investments, designated for current operations, as a distinct item on its consolidated statement of financial position. Prior to 2013, these amounts were included in long-term investments. The Museum reclassified its June 30, 2012 statement of financial position to be consistent with the 2013 presentation. Additionally, in 2013, the Museum considered capital related accounts payable as part of financing activities and therefore reclassified its 2012 statement of cash flows to be consistent with its 2013 presentation.

Subsequent Events

The Museum evaluated its June 30, 2013 consolidated financial statements for subsequent events through November 1, 2013, the date the consolidated financial statements were issued. Except for the matter included in Note 8, the Museum is not aware of any material subsequent events which would require recognition or disclosure in the accompanying consolidated financial statements.

3. CONTRIBUTIONS RECEIVABLE

Unconditional promises to donate to the Museum (pledges) are recorded as contributions receivable at the present value of expected future cash flows. Discount factors are established in the fiscal year in which the respective contribution originates and are not subsequently adjusted. The rates used to discount contributions receivable to present value at June 30, 2013 and 2012 ranged from .7% to 5.3% each year.

Contributions receivable consist of the following at June 30, 2013 and 2012:

	<u>2013</u>	<u>2012</u>
Gross Contributions Due:		
Within one year	\$ 13,461,950	\$ 10,659,154
1 to 5 years	25,545,173	22,280,367
Over 5 years	<u>3,117,695</u>	<u>480,383</u>
Gross Contributions Receivable	42,124,818	33,419,904
Less:		
Discount to Present Value	(1,974,244)	(1,649,505)
Allowance for Doubtful Accounts	<u>(400,000)</u>	<u>(400,000)</u>
Contributions Receivable, net	<u>\$ 39,750,574</u>	<u>\$ 31,370,399</u>

The Museum has been notified of certain intentions to give. If received, these gifts will be used to support operations, fund capital expenditures or for long-term investment. These amounts have not been recorded in the accompanying consolidated financial statements due to their conditional nature.

THE AMERICAN MUSEUM OF NATURAL HISTORY
Notes to Consolidated Financial Statements
June 30, 2013 and 2012

4. GOVERNMENT GRANTS RECEIVABLE

Government grants receivable consist of the following at June 30, 2013 and 2012:

	<u>2013</u>	<u>2012</u>
Due from the City (primarily for capital projects)	\$ 2,926,400	\$ 3,729,290
Due from the City for Urban Advantage	2,843,357	2,883,943
Due from the State (primarily for capital projects)	3,619,175	7,750,365
Due from Federal agencies	<u>2,186,358</u>	<u>2,870,855</u>
Gross Government Grants Receivable	11,575,290	17,234,453
Less: Allowance for Doubtful Accounts	<u>(279,000)</u>	<u>(279,000)</u>
Government Grants Receivable, net	<u>\$ 11,296,290</u>	<u>\$ 16,955,453</u>

The Museum is also the recipient of government grants that have been awarded primarily for research and education that will be recorded as revenue in the future as the terms of the respective agreements are satisfied. The remaining balances of these grants, which have not been reflected in the accompanying consolidated financial statements at June 30, 2013, total approximately \$7,759,000.

5. LONG-TERM INVESTMENTS

Investment objectives and policies are approved by the Museum's Board of Trustees based on recommendations by its Investment Committee and are carried forward and implemented by external investment managers which are selected and monitored by the Investment Committee and staff of the Museum in consultation with its investment advisors.

The following table presents a summary of investment returns, less distribution from endowment to operations and plant, pursuant to annual appropriation by the Board of Trustees, for the years ended June 30, 2013 and 2012:

	<u>2013</u>	<u>2012</u>
Interest and dividends	\$ 3,009,185	\$ 3,658,555
Gain (loss) in fair value of investments	<u>64,466,017</u>	<u>(11,148,046)</u>
Total gains (losses) on investments, before investment expenses	67,475,202	(7,489,491)
Investment expenses	<u>(1,481,571)</u>	<u>(1,277,496)</u>
Total gains (losses) on investments, after investment expenses	65,993,631	(8,766,987)
Less: Distribution from endowment to operations and plant pursuant to annual appropriation by the Board of Trustees	<u>(27,105,344)</u>	<u>(26,470,802)</u>
Investment gains, net of amounts designated for operations	<u>\$ 38,888,287</u>	<u>\$ (35,237,789)</u>

THE AMERICAN MUSEUM OF NATURAL HISTORY
Notes to Consolidated Financial Statements
June 30, 2013 and 2012

Long-term investments consist of the following at June 30, 2013 and 2012:

	<u>2013</u>	<u>2012</u>
	<u>Fair Value</u>	<u>Fair Value</u>
Cash equivalents*	\$ 25,878,851	\$ 13,749,088
Accrued interest and dividends receivable	130,653	182,605
U.S. common and preferred stocks	74,610,528	55,335,397
Foreign common and preferred stocks	78,572,282	67,418,385
Fixed income	43,339,883	65,515,878
Alternative investments	<u>365,460,301</u>	<u>343,632,475</u>
Pooled endowment	587,992,498	545,833,828
Planned giving agreements and perpetual trusts	<u>8,579,857</u>	<u>7,754,104</u>
Long-term investments	<u>\$ 596,572,355</u>	<u>\$ 553,587,932</u>

* Includes pending settlements of investment trades, net of \$(54,209) and \$(3,365,756) at June 30, 2013 and 2012, respectively.

Alternative investments represent hedge funds, private equity, real assets and other investments which follow a variety of investment strategies. Terms and conditions of these investments, including liquidity provisions, differ for each fund. The Museum believes that the reported amount of its alternative investments is a reasonable estimate of the fair value of such investments at June 30, 2013 and 2012.

The Museum uses the NAV per share or its equivalent to determine the fair value of all the underlying investments which (a) do not have a readily determinable fair value and (b) prepare their financial statements consistent with the measurement principles of an investment company or have the attributes of an investment company. The following table lists investments by major category:

2013						
Alternative Investment Strategy	Fair Value Determined Using NAV in Funds	Remaining Life	Unfunded Commitments	Redemption Terms	Redemption Restrictions	
Marketable Alternative Assets:						
Funds of Funds	\$ 45,579,394	NA	None	Annual with 90 days notice.	None	
Equity-oriented funds	120,556,934	NA	None	Ranges between quarterly redemption with 30 days' notice to a rolling 3 year redemption with a 60 days' notice.	Range between none and lock-ups through fiscal 2014.	
Credit-oriented funds	50,599,478	NA	None	Ranges between quarterly redemption with 65 days' notice to a rolling 3 year redemption with 60 days' notice.	Range between none and lock-ups through fiscal 2014.	
Multi-strategy funds	40,505,092	NA	None	Ranges between quarterly redemption with 65 days' notice to a rolling 3 year redemption with 65 days' notice.	None	
Real assets-oriented funds	<u>19,315,195</u>	NA	None	Ranges between monthly redemption with 15 days' notice to quarterly redemption with 60 days' notice.	None	
Total Marketable Alternative Assets	<u>276,556,093</u>					
Nonmarketable Alternative Assets:						
Funds of Funds	2,316,075	1 year	None	As underlying investments are sold.	None	
Equity-oriented funds	53,388,023	1 to 10 years	\$ 12,636,497	As underlying investments are sold.	None	
Credit-oriented funds	19,920,654	1 to 9 years	13,413,613	As underlying investments are sold.	None	
Real assets-oriented funds	<u>13,279,456</u>	3 to 7 years	<u>1,416,160</u>	As underlying investments are sold.	None	
Total Nonmarketable Alternative Assets	<u>88,904,208</u>		<u>27,466,270</u>			
Total Alternative Investments	<u>\$ 365,460,301</u>		<u>\$ 27,466,270</u>			

THE AMERICAN MUSEUM OF NATURAL HISTORY
Notes to Consolidated Financial Statements
June 30, 2013 and 2012

2012						
Alternative Investment Strategy	Fair Value Determined Using NAV in Funds	Remaining Life	Unfunded Commitments	Redemption Terms	Redemption Restrictions	
Marketable Alternative Assets:						
Funds of Funds	\$ 40,495,927	NA	None	Annual with 90 days notice.	None	
Equity-oriented funds	105,564,818	NA	None	Ranges between quarterly redemption with 30 days' notice to a rolling 3 year redemption with a 60 days' notice.	Range between none and lock-ups through fiscal 2014.	
Credit-oriented funds	52,270,412	NA	None	Ranges between quarterly redemption with 65 days' notice to a rolling 2 year redemption with 90 days' notice.	Range between none and lock-ups through fiscal 2014.	
Multi-strategy funds	40,335,828	NA	None	Ranges between quarterly redemption with 65 days' notice to a rolling 3 year redemption with 65 days' notice.	None	
Real assets-oriented funds	20,476,244	NA	None	Ranges between monthly redemption with 15 days' notice to quarterly redemption with 60 days' notice.	None	
Total Marketable Alternative Assets	259,143,229					
Nonmarketable Alternative Assets:						
Funds of Funds	2,752,700	1 to 3 years	None	As underlying investments are sold.	None	
Equity-oriented funds	55,435,914	1 to 10 years	\$ 16,927,955	As underlying investments are sold.	None	
Credit-oriented funds	12,278,131	2 to 11 years	6,869,493	As underlying investments are sold.	None	
Real assets-oriented funds	14,022,501	5 to 9 years	3,815,437	As underlying investments are sold.	None	
Total Nonmarketable Alternative Assets	84,489,246		27,612,885			
Total Alternative Investments	\$ 343,632,475		\$ 27,612,885			

The Museum's investment portfolio is exposed to various risks, such as interest rate, market risk and credit risk. Because of the level of risk associated with such investments, changes in their values will occur and such changes could materially affect the amounts reported in the accompanying consolidated financial statements.

The following table summarizes investments within the fair value hierarchy as of June 30, 2013 and 2012:

	2013			
	Level I	Level II	Level III	Total
Cash equivalents	\$ 25,933,060	\$ -	\$ -	\$ 25,933,060
U.S. common and preferred stocks	57,407,011	17,203,517	-	74,610,528
Foreign common and preferred stocks, including ADR's	346,006	78,226,276	-	78,572,282
Fixed income	36,039,523	7,300,360	-	43,339,883
Marketable alternative investments	-	95,826,739	180,729,354	276,556,093
Nonmarketable alternative investments	-	-	88,904,208	88,904,208
Planned giving agreements	-	5,723,243	-	5,723,243
Perpetual trusts	-	-	2,856,614	2,856,614
	<u>\$ 119,725,600</u>	<u>\$ 204,280,135</u>	<u>\$ 272,490,176</u>	596,495,911
Pending receivables and payables, net				(54,209)
Accrued interest and dividends				130,653
Total long-term investments				<u>\$ 596,572,355</u>

THE AMERICAN MUSEUM OF NATURAL HISTORY
Notes to Consolidated Financial Statements
June 30, 2013 and 2012

	2012			
	Level I	Level II	Level III	Total
Cash equivalents	\$ 17,114,845	\$ -	\$ -	\$ 17,114,845
U.S. common and preferred stocks	49,931,375	5,404,022	-	55,335,397
Foreign common and preferred stocks, including ADR's	790,206	66,628,179	-	67,418,385
Fixed income	44,414,455	21,101,423	-	65,515,878
Marketable alternative investments	-	90,306,797	168,836,432	259,143,229
Nonmarketable alternative investments	-	-	84,489,246	84,489,246
Planned giving agreements	-	5,051,216	-	5,051,216
Perpetual trusts	-	-	2,702,887	2,702,887
	<u>\$ 112,250,881</u>	<u>\$ 188,491,637</u>	<u>\$ 256,028,565</u>	556,771,083
Pending receivables and payables, net				(3,365,756)
Accrued interest and dividends				182,605
Total long-term investments				<u>\$ 553,587,932</u>

At year end June 30, 2012, the Museum transferred \$11,467,172 from Level III to Level II due to the expiration of a lock-up provision for two funds. The following tables summarize the changes in fair values associated with Level III investments for the years ended June 30, 2013 and 2012:

<u>Level III Investments</u>	<u>Beginning Balance at June 30, 2012</u>	<u>Realized and Unrealized Gains (Losses)</u>	<u>Net Purchases (Sales and Settlements)</u>	<u>Net Transfers Out of Level III</u>	<u>Ending Balance at June 30, 2013</u>
Marketable Alternative Investments:					
Funds of Funds	\$ 40,495,928	\$ 5,083,467	\$ -	\$ -	\$ 45,579,395
Equity-oriented funds	53,209,578	10,496,877	(313,166)	-	63,393,289
Credit-oriented funds	52,270,412	4,833,868	(6,504,802)	-	50,599,478
Multi-strategy funds	22,860,514	2,252,927	(3,956,249)	-	21,157,192
Real assets-oriented funds	-	-	-	-	-
Nonmarketable Alternative Assets:					
Funds of Funds	2,752,700	128,643	(565,268)	-	2,316,075
Equity-oriented funds	58,138,801	6,022,468	(7,916,632)	-	56,244,637
Credit-oriented funds	12,278,131	2,367,028	5,275,495	-	19,920,654
Real assets-oriented funds	<u>14,022,501</u>	<u>144,074</u>	<u>(887,119)</u>	-	<u>13,279,456</u>
Total	<u>\$ 256,028,565</u>	<u>\$ 31,329,352</u>	<u>\$ (14,867,741)</u>	<u>\$ -</u>	<u>\$ 272,490,176</u>

THE AMERICAN MUSEUM OF NATURAL HISTORY
Notes to Consolidated Financial Statements
June 30, 2013 and 2012

Level III Investments	Beginning Balance at June 30, 2011	Realized and Unrealized Gains (Losses)	Net Purchases (Sales and Settlements)	Net Transfers Out of Level III	Ending Balance at June 30, 2012
Marketable Alternative Investments:					
Funds of Funds	\$ 40,181,060	\$ 314,868	\$ -	\$ -	\$ 40,495,928
Equity-oriented funds	46,637,552	(1,926,384)	16,106,942	(7,608,532)	53,209,578
Credit-oriented funds	52,769,269	2,501,143	(3,000,000)	-	52,270,412
Multi-strategy funds	26,130,563	(713,221)	(2,556,828)	-	22,860,514
Real assets-oriented funds	5,378,423	(1,519,783)	-	(3,858,640)	-
Nonmarketable Alternative Assets:					
Funds of Funds	3,501,960	(59,715)	(689,545)	-	2,752,700
Equity-oriented funds	56,455,290	1,937,534	(254,023)	-	58,138,801
Credit-oriented funds	12,310,628	642,947	(675,444)	-	12,278,131
Real assets-oriented funds	14,942,887	(1,046,019)	125,633	-	14,022,501
Total	\$ 258,307,632	\$ 131,370	\$ 9,056,735	\$ (11,467,172)	\$ 256,028,565

Under the Museum's charitable gift annuities program and for charitable remainder trusts where the Museum is the trustee, liabilities are recorded for the present value of the estimated future payments expected to be made to the donors and/or other life beneficiaries. Upon termination of a life interest, the share of the corpus attributable to the life interest holder becomes available to the Museum, if any. Changes in the life expectancy of the donor or beneficiary, amortization of the discount, and other changes in the estimates of future payments are recognized annually by the Museum, based on actuarially determined valuations. The discount rates used to value planned giving agreements at June 30, 2013 and 2012 ranged from 1.2% to 8.2% and 1.4% to 8.2%, respectively, and are set at the time the original gift is made. Contribution revenue is recognized at the date planned giving agreements are established.

6. ENDOWMENT

The Museum's endowment consists of donor-restricted endowment funds (funds contributed by donors with the restriction that the funds be invested, spent in part, or otherwise preserved as endowment). The endowment also includes Board-designated gifts (gifts that could be spent currently but have been set aside by the Board to be invested and spent in a manner similar to donor-restricted endowment funds). As required by U.S. GAAP, net assets of the endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions or relevant law.

One of the financial objectives of the Museum's endowment is to provide support for the Museum's annual operations and to provide funding for certain nonoperating activities, including capital needs, as such needs or opportunities arise. Accordingly, the Museum's current policy is to annually spend 5 percent of the value of the endowment averaged over the twelve preceding quarters for operations with such additional amounts as may be appropriated by the Board of Trustees for capital and other needs.

In order to accomplish this financial objective, the primary investment strategy for the endowment over the long-term is to generate an average total return equal to the Museum's spending policy, plus an amount sufficient to fund investment-related expenses and inflation. While this is the Museum's long-term objective, it is recognized that due to market circumstances the Museum may not be able to achieve this objective in a particular year or years, and may surpass this objective in other years.

THE AMERICAN MUSEUM OF NATURAL HISTORY
Notes to Consolidated Financial Statements
June 30, 2013 and 2012

In order to meet this investment objective, while also maintaining prudent levels of risk and liquidity, the Museum maintains a highly diversified investment portfolio.

The portfolio is invested by external investment managers in consultation with external advisors. Investments are made through separate accounts or commingled vehicles, including funds, trusts, and limited partnerships and similar interests.

In September 2010, the New York Prudent Management of Institutional Funds Act became effective. All not-for-profit organizations formed in New York, including the Museum, must comply with this law, commencing with the Museum's 2011 fiscal year. The application of NYPMIFA requires all unspent donor-restricted endowment earnings to be classified as restricted until appropriated by the Board of the Museum (hence "temporarily restricted"). In accordance with NYPMIFA, the Museum applies a standard of prudence and considers the spending policy and the following factors in making a determination to appropriate for expenditure or to accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the endowment funds
- (2) The purposes and institutional objectives of the Museum and the endowment funds
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and appreciation of investments
- (6) Other resources of the Museum
- (7) Where appropriate, alternatives to appropriation from the endowment funds and the possible effects of those alternatives on the Museum
- (8) The investment policy of the Museum
- (9) The cash needs and other needs of the Museum

The Museum classifies the following donor-restricted funds as permanently restricted net assets, unless otherwise stipulated by the donor: (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. Board-designated endowment is classified as unrestricted.

Total endowment net assets include the pooled endowment and accrued endowment expenses and exclude endowment related pledges, planned giving agreements and perpetual trusts.

The following table summarizes endowment net asset composition by type of fund as of June 30, 2013:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ (238,347)	\$ 226,715,951	\$ 156,013,635	\$ 382,491,239
Board-designated endowment funds	<u>205,337,237</u>	<u>-</u>	<u>-</u>	<u>205,337,237</u>
Total endowment funds	<u>\$ 205,098,890</u>	<u>\$ 226,715,951</u>	<u>\$ 156,013,635</u>	<u>\$ 587,828,476</u>

THE AMERICAN MUSEUM OF NATURAL HISTORY
Notes to Consolidated Financial Statements
June 30, 2013 and 2012

The following table summarizes endowment net asset composition by type of fund as of June 30, 2012:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ (820,797)	\$ 207,496,669	\$ 147,233,956	\$ 353,909,828
Board-designated endowment funds	<u>192,109,916</u>	<u>-</u>	<u>-</u>	<u>192,109,916</u>
Total endowment funds	<u>\$ 191,289,119</u>	<u>\$ 207,496,669</u>	<u>\$ 147,233,956</u>	<u>\$ 546,019,744</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level the donor requires the Museum to retain as a fund of perpetual duration. Cumulative deficiencies of this nature, totaling \$238,347 and \$820,797, respectively, at June 30, 2013 and 2012 have been charged to unrestricted net assets. These deficiencies generally resulted from unfavorable market fluctuations that occurred shortly after the investment of new permanently restricted contributions. The following tables summarize changes in endowment net assets for the fiscal years 2013 and 2012:

	2013			
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, beginning of year	\$ 191,289,119	\$ 207,496,669	\$ 147,233,956	\$ 546,019,744
Contributions and bequests	1,009,047	3,213,149	3,622,660	7,844,856
Appropriation of endowment assets for expenditure	(19,210,796)	(7,894,548)	-	(27,105,344)
Interest and dividends	1,042,092	1,967,093	-	3,009,185
Investment gains (losses), realized and unrealized	22,746,100	34,461,916	5,157,019	62,365,035
Net distributions to support non-operating purposes	(4,305,000)	-	-	(4,305,000)
Other, primarily net assets released from restrictions	<u>12,528,328</u>	<u>(12,528,328)</u>	<u>-</u>	<u>-</u>
Endowment net assets, end of year	<u>\$ 205,098,890</u>	<u>\$ 226,715,951</u>	<u>\$ 156,013,635</u>	<u>\$ 587,828,476</u>

	2012			
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, beginning of year	\$ 201,785,155	\$ 226,014,958	\$ 147,607,723	\$ 575,407,836
Contributions and bequests	5,001,138	1,938,337	2,879,635	9,819,110
Appropriation of endowment assets for expenditure	(18,843,239)	(7,627,563)	-	(26,470,802)
Interest and dividends	1,267,754	2,323,208	-	3,590,962
Investment gains (losses), realized and unrealized	(4,827,592)	(4,066,368)	(3,253,402)	(12,147,362)
Net distributions to support non-operating purposes	(4,180,000)	-	-	(4,180,000)
Other, primarily net assets released from restrictions	<u>11,085,903</u>	<u>(11,085,903)</u>	<u>-</u>	<u>-</u>
Endowment net assets, end of year	<u>\$ 191,289,119</u>	<u>\$ 207,496,669</u>	<u>\$ 147,233,956</u>	<u>\$ 546,019,744</u>

THE AMERICAN MUSEUM OF NATURAL HISTORY
Notes to Consolidated Financial Statements
June 30, 2013 and 2012

7. PLANT AND EQUIPMENT, NET

Plant and equipment, net, consists of the following at June 30, 2013 and 2012:

	Estimated Useful Lives	2013	2012
Buildings and leasehold improvements	5 - 40 years	\$ 729,790,138	\$ 678,950,935
Equipment, furniture and fixtures	5 years	70,466,801	67,912,907
Construction-in-progress		<u>20,171,877</u>	<u>56,288,247</u>
Gross plant and equipment		820,428,816	803,152,089
Less: Accumulated depreciation and amortization		<u>(368,354,430)</u>	<u>(341,596,291)</u>
Plant and Equipment, net		<u>\$ 452,074,386</u>	<u>\$ 461,555,798</u>

In accordance with U.S. GAAP, the Museum accounts for conditional asset retirement obligations to reflect the cost associated with the eventual remediation of asbestos on certain Museum collections and portions of the buildings in which they reside. At June 30, 2013 and 2012, the Museum's present value liability for conditional asset retirement obligations totaled approximately \$2,200,000 and is included in the accompanying consolidated statements of financial position in accounts payable and accrued liabilities.

Because the Museum's buildings and land are owned by the City, responsibility for remediation costs associated with the removal of asbestos and other hazardous materials within the construct of the buildings is allocated between the City and the Museum at the time of project origination. Until a project exists, the range of time over which remediation may be required is unknown and the costs to the Museum cannot reasonably be estimated. Accordingly, any building remediation where a remediation project has not been entered into between the City and the Museum cannot be measured and has not been recorded in the accompanying consolidated financial statements.

The Museum has capital leases for office equipment. The leases extend through fiscal year 2015 and have total remaining cash payments due, inclusive of interest, of \$221,356 (with monthly payments of \$10,541). The net book value of the equipment is \$117,779 at June 30, 2013, and is included in plant and equipment, net, in the accompanying 2013 consolidated statement of financial position. Additionally, the remaining amounts due under the capital leases are \$117,779 at June 30, 2013 and \$185,082 at June 30, 2012. These amounts are included in accounts payable and accrued liabilities in the accompanying consolidated statements of financial position.

THE AMERICAN MUSEUM OF NATURAL HISTORY
Notes to Consolidated Financial Statements
June 30, 2013 and 2012

8. NOTES PAYABLE TO BANKS

At June 30, 2013 the Museum had two unsecured credit facilities with two commercial banks. Under one facility, a \$40 million revolving line of credit, the amounts of \$6,600,000 and \$10,500,000 were outstanding as of June 30, 2013 and 2012, respectively. Payment is due at the scheduled maturity of June 21, 2015, unless the agreement continues to be renewed as it has been since 2004. Amounts borrowed under this facility bear interest based on LIBOR or the Federal Funds Rate and are reset every 30 days. The interest rate in effect at June 30, 2013 and 2012 was 0.64% and 0.59%, respectively.

Additionally, the Museum has an unsecured \$20 million line of credit as of June 30, 2013, against which no borrowings were outstanding. Amounts borrowed under this agreement bear interest based on LIBOR.

Subsequent to year end the Museum negotiated and closed a new \$20 million additional unsecured line of credit. Through the date of the audit report there have been no draws against the new line.

9. LOANS FROM TRUST FOR CULTURAL RESOURCES

Since 1991, the Museum has entered into loan agreements with the Trust for Cultural Resources of the City of New York (the "Trust"), a public benefit organization created by the State of New York. Pursuant to these agreements the Trust has issued tax-exempt bonds, the proceeds of which have been used for the financing of a portion of the construction, expansion, improvement and rehabilitation of facilities operated by the Museum or to refinance existing indebtedness incurred for similar purposes. Pursuant to these loan agreements, the Museum is required to pay, when due, principal and interest on the bonds.

Series 2004 Bonds:

In 2004, the Trust issued \$79,360,000 Series 2004A Fixed Interest Rate Bonds, due serially through July 1, 2044 at 5%, for the purpose of refinancing the Series 1999A Bonds, which are no longer outstanding.

The 2004 loan agreement with the Trust requires the Museum to maintain unrestricted assets, as defined under the agreement, with a market value of at least 90% of the Museum's total indebtedness. The Museum was in compliance with this covenant at June 30, 2013 and 2012, and the Series 2004A Bonds are additionally insured by MBIA Insurance Corporation.

Series 2008 Bonds:

In 2008, the Trust issued Series 2008 Variable Interest Rate Bonds totaling \$174,630,000 divided as follows: \$39,290,000 Series 2008A1 Bonds, \$39,290,000 Series 2008A2 Bonds, \$49,490,000 Series 2008B1 Bonds, \$25,225,000 Series 2008B2 Bonds and \$21,335,000 Series 2008B3 Bonds for the purpose of refinancing the Series 2004B, Series 2004C and Series 2007A Bonds, which are no longer outstanding.

The Series 2008A1 and 2008A2 Bonds are subject to a daily interest rate reset, and the Series 2008B1, 2008B2 and 2008B3 Bonds are subject to a weekly interest rate reset. In the event the Museum receives notice of any optional tender on its variable rate demand bonds, or if the bonds become subject to mandatory tender, the purchase price will be paid from the remarketing of the bonds. To provide liquidity in the event a tender does not remarket promptly, the Museum has entered into backup credit facilities with three major U.S. banks totaling \$171.1 million which have historically been renewed since inception. One expires on June 5, 2014 and two expire on June 5, 2015. There have been no drawdowns to date against any of the credit facilities.

THE AMERICAN MUSEUM OF NATURAL HISTORY
Notes to Consolidated Financial Statements
June 30, 2013 and 2012

Series 2009 Bonds:

In 2009, the Trust issued \$17,940,000 Series 2009A Fixed Interest Rate Bonds, due serially through April 1, 2021 at 4.79%, for the purpose of refinancing the Series 1993A Bonds, which are no longer outstanding.

In summary, the bonds and related activity underlying the Museum's long-term debt consist of the following:

	Fair Value at	Book Value at	Fair Value at	Book Value at
Long-Term Debt:	June 30, 2013	June 30, 2013	June 30, 2012	June 30, 2012
Series 2004A due by July 1, 2044	\$ 81,547,647	\$ 79,360,000	\$ 81,430,512	\$ 79,360,000
Series 2008A1 due by April 1, 2027	39,290,000	39,290,000	39,290,000	39,290,000
Series 2008A2 due by April 1, 2027	39,290,000	39,290,000	39,290,000	39,290,000
Series 2008B1 due by April 1, 2044	49,490,000	49,490,000	49,490,000	49,490,000
Series 2008B2 due by April 1, 2044	25,225,000	25,225,000	25,225,000	25,225,000
Series 2008B3 due by April 1, 2029	17,785,000	17,785,000	18,990,000	18,990,000
Series 2009A due by April 1, 2021	20,294,085	17,940,000	20,942,059	17,940,000
	<u>\$ 272,921,732</u>	268,380,000	<u>\$ 274,657,571</u>	269,585,000
Series 2009A unamortized bond premium		890,225		1,092,376
Total Long-Term Debt		<u>\$ 269,270,225</u>		<u>\$ 270,677,376</u>

Total interest and related expense for the years ended June 30, 2013 and 2012 was \$12,239,653 and \$12,596,810, respectively. Included in this amount are payments related to interest rate exchange agreements of \$6,586,671 and \$6,637,294 for the years ended June 30, 2013 and 2012, respectively, as well as other bond related expenses of \$810,134 and \$1,131,533, for the years ended June 30, 2013 and 2012, respectively. The interest rates for each issue are as follows:

Interest rates on long-term debt	June 30,	June 30,
	2013	2012
Series 2004A	5.00%	5.00%
Series 2008A1	0.05%	0.20%
Series 2008A2	0.06%	0.17%
Series 2008B1	0.05%	0.13%
Series 2008B2	0.03%	0.13%
Series 2008B3	0.03%	0.13%
Series 2009A	4.79%	4.79%

THE AMERICAN MUSEUM OF NATURAL HISTORY
Notes to Consolidated Financial Statements
June 30, 2013 and 2012

After giving effect to the interest rate exchange agreements, the estimated future debt service payments of principal and interest are as follows:

Year Ending June 30,	Principal Amount	Interest Payments	Total Estimated Debt Service
2014	\$ 2,405,000	\$ 11,842,871	\$ 14,247,871
2015	2,500,000	11,746,829	14,246,829
2016	3,190,000	11,647,504	14,837,504
2017	6,530,000	11,527,278	18,057,278
2018	6,810,000	11,225,888	18,035,888
Thereafter	<u>246,945,000</u>	<u>158,471,782</u>	<u>405,416,782</u>
Total	<u>\$ 268,380,000</u>	<u>\$ 216,462,152</u>	<u>\$ 484,842,152</u>

Interest Rate Exchange Agreements:

In 2004, the Museum entered into a 23-year interest rate exchange agreement with Bank of America Securities LLC (“BOA”) that effectively changes the Museum’s interest rate exposure on the Series 2008A1 and 2008A2 Bonds to a fixed rate of 4.4%. The notional amount of the exchange was set at \$75,975,000 and amortizes according to a schedule that is similar to the mandatory redemption schedule of the Series 2008A1 and 2008A2 Bonds. Under the terms of the exchange, BOA pays to the Museum a variable rate consistent with the rate on the Series 2008A1 and 2008A2 Bonds, and the Museum pays to BOA the fixed rate of 4.4% per annum.

In 2005, the Museum entered into a 39-year interest rate exchange agreement with Morgan Stanley (“MS”) that effectively changes the Museum’s interest rate exposure on the Series 2008B1 and 2008B3 Bonds to a fixed rate of 3.95%. The notional amount of the exchange was set at \$68,975,000 and amortizes according to a schedule that is similar to the mandatory redemption schedule of the Series 2008B1 and 2008B3 Bonds. Under the terms of the exchange, MS pays to the Museum a variable rate consistent with the rate on the Series 2008B1 and 2008B3 Bonds, and the Museum pays to MS the fixed rate of 3.95% per annum.

In 2007, the Museum entered into a 39-year interest rate exchange agreement with Bank of New York (“BONY”) that effectively changes the Museum’s interest rate exposure on the Series 2008B2 Bonds to a fixed rate of 3.62%. The notional amount of the exchange was set at \$25,225,000 and amortizes according to a schedule that is similar to the mandatory redemption schedule of the Series 2008B2 Bonds. Under the terms of the exchange, BONY pays to the Museum a variable rate consistent with the rate on the Series 2008B2 Bonds, and the Museum pays to BONY the fixed rate of 3.62% per annum.

THE AMERICAN MUSEUM OF NATURAL HISTORY
Notes to Consolidated Financial Statements
June 30, 2013 and 2012

The Museum's interest rate exchange agreements are considered Level II financial instruments with an estimated fair value as follows:

	<u>2013</u>	<u>2012</u>
Interest Rate Exchange Agreement Valuations:		
Fair value interest rate exchange agreement on Series 2008A1 and 2008A2	\$ (17,613,264)	\$ (23,952,700)
Fair value interest rate exchange agreement on Series 2008B1 and 2008B3	(11,719,064)	(20,516,703)
Fair value interest rate exchange agreement on Series 2008B2	<u>(6,176,597)</u>	<u>(10,280,305)</u>
Total interest rate exchange agreements	<u>\$ (35,508,925)</u>	<u>\$ (54,749,708)</u>

The change in value of the interest rate exchange agreements was \$(19,240,783) and \$27,720,198 for the years ended June 30, 2013 and 2012, respectively, and is included in the accompanying consolidated statements of activities.

10. POSTRETIREMENT HEALTH INSURANCE BENEFITS

Eligible retirees may participate in medical and dental plans as offered by the Museum annually. These plans are not funded; however, current expenditures are funded from operations, and potential future costs are actuarially estimated and recorded as a liability during the service lives of eligible employees.

The medical and dental plans are contributory with participants' contributions adjusted annually.

The actuarial valuations of the potential postretirement medical and dental benefits for fiscal 2013 and 2012 are as follows:

	<u>2013</u>	<u>2012</u>
Benefit obligation, beginning of year	\$ 65,312,329	\$ 50,348,341
Service cost	1,181,523	1,385,142
Interest cost	2,016,300	2,838,835
Plan participants' contributions	460,887	352,139
Medicare Part D payments	92,153	77,429
Change in over 65 plan offering	(19,096,137)	-
Actuarial (gain) loss	(9,400,515)	13,162,604
Benefits paid	<u>(2,383,936)</u>	<u>(2,852,161)</u>
Funded status/accrued benefit liability recorded in consolidated statements of financial position/benefit obligation, end of year	<u>\$ 38,182,604</u>	<u>\$ 65,312,329</u>

The decrease in the fiscal 2013 benefit obligation is primarily due to an increase in the discount rate commensurate with higher long-term interest rates and to a change in the over 65 plan offering which was adopted in October 2012.

THE AMERICAN MUSEUM OF NATURAL HISTORY
Notes to Consolidated Financial Statements
June 30, 2013 and 2012

Change in Plan assets for fiscal 2013 and 2012 included:

	<u>2013</u>	<u>2012</u>
Fair value of Plan assets, beginning of year	\$ -	\$ -
Museum contributions	1,830,896	2,422,593
Medicare Part D	92,153	77,429
Plan participants' contributions	460,887	352,139
Benefits paid	<u>(2,383,936)</u>	<u>(2,852,161)</u>
Fair value of Plan assets, end of year	<u>\$ -</u>	<u>\$ -</u>

Amounts recognized in unrestricted net assets consist of:

Net actuarial loss	\$ 18,210,112	\$ 28,907,054
Prior unamortized service credit	<u>(17,451,336)</u>	<u>-</u>
Total amount recognized	<u>\$ 758,776</u>	<u>\$ 28,907,054</u>

	<u>2013</u>	<u>2012</u>
Amounts in unrestricted net assets expected to be recognized in net periodic benefit cost:		
Amortization of unrecognized net loss	\$ 1,117,691	\$ 1,762,146
Amortization of prior service credit	<u>(2,467,201)</u>	<u>-</u>
Total amount to be recognized	<u>\$ (1,349,510)</u>	<u>\$ 1,762,146</u>

Weighted average assumptions as of June 30th (measurement date):

	<u>2013</u>	<u>2012</u>
Discount rate	5.25 %	4.75 %
Expected return on Plan assets	N/A	N/A
Initial trend for the coming fiscal year	8% pre-65, 7% post-65	6.00 %
Ultimate trend rate	4.50 %	4.50 %
Fiscal year in which ultimate trend is attained	2021 pre-65, 2019 post-65	2018

The actuarially determined components of the net periodic postretirement medical and dental benefit costs consist of the following:

	<u>2013</u>	<u>2012</u>
Service cost	\$ 1,181,523	\$ 1,385,142
Interest cost	2,016,300	2,838,835
Amortization of actuarial loss	1,296,427	918,395
Amortization of prior service cost	<u>(1,644,801)</u>	<u>(19,857)</u>
Net periodic benefit cost	<u>\$ 2,849,449</u>	<u>\$ 5,122,515</u>

THE AMERICAN MUSEUM OF NATURAL HISTORY

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

Assumed healthcare cost trend rates have a significant effect on the amounts reported for the healthcare plan. A one percentage point change in assumed healthcare cost trend rates would have the following effects:

Impact of a 1% increase in Medical Trend:

On obligations at year end	\$ 5,918,304
On service and interest costs	\$ 559,619

Impact of a 1% decrease in Medical Trend:

On obligations at year end	\$ (5,124,072)
On service and interest costs	\$ (476,272)

Projected cash outflows for the years ending June 30th are as follows:

	<u>Without Subsidy</u>	<u>With Subsidy</u>
2014	\$ 2,300,382	\$ 1,496,609
2015	2,426,408	1,510,087
2016	2,572,723	1,552,301
2017	2,704,506	1,663,519
2018	2,892,798	1,671,959
2019 through 2023	17,979,189	9,645,300

11. RETIREMENT PLANS

The Museum participates in the Cultural Institution Retirement System (“CIRS”) that provides a defined benefit pension plan, a 401k plan and life insurance to Museum employees. CIRS is a trust managed by an independent board of trustees that holds title to and invests the assets.

The CIRS pension plan - plan number 11-2001170 001 - is a multi-employer plan funded by the participating employers and the City. To be eligible, employees must be over 21 years old and employed for a minimum of one year. They vest after five consecutive years of employment. CIRS is responsible for administering the benefits of the pension plan and investing the plan assets. For the plan years 2012 and 2011 the zone status under the Pension Reform Act is certified by the pension plan’s actuary to be in the green zone, and therefore there are no surcharges for the pension plan and no financial improvement plan or rehabilitation plan is required.

Under the CIRS 401k plan, employees make contributions via payroll deduction and direct the investment of their funds among the investment options offered by the 401k plan. To be eligible under this plan, employees must be over 21 years old and employed for a minimum of three months. Employees have been eligible for matching contributions from their employers.

THE AMERICAN MUSEUM OF NATURAL HISTORY
Notes to Consolidated Financial Statements
June 30, 2013 and 2012

Life insurance is provided for employees in the amount of their salary and two times that amount for those employed over 10 years up to a maximum of \$500,000.

The CIRS pension plan, 401k, life insurance and the employer contributions are collectively bargained by the 50 institutions participating in CIRS and three unions representing some of the employees, with the agreement subject to approval of the CIRS board of trustees and the City. The collective bargaining agreement expired June 30, 2013 and a tentative agreement was reached by the employers and the unions and approved by the CIRS board. The City reported that it had no objection to the tentative agreement subject to union member ratification which is now pending. The tentative agreement maintains employer and City contributions at the same rate as paid the last two years by making two changes – the employer match would be suspended for two years, and the amount that would normally pay for the employer match would be added to the employers’ contributions to the pension plan. Total costs for the plans paid by the Museum for eligible employees, exclusive of payments made directly by the City, amounted to \$5,524,851 and \$5,318,528 for the years ended June 30, 2013 and 2012, respectively.

The Museum established and maintains supplemental executive retirement plans for key employees. These plans are unfunded and contingent upon meeting specified service requirements and represent actuarially determined general obligations of the Museum of, \$4,692,430 and \$4,201,967 at June 30, 2013 and 2012, respectively.

12. NET ASSETS

Temporarily restricted net assets consist of the following at June 30, 2013 and 2012:

	<u>2013</u>	<u>2012</u>
Restricted for:		
Scientific research	\$ 100,967,355	\$ 90,892,387
Education and public programs	11,721,984	9,610,046
Exhibitions	8,941,463	8,921,336
Capital projects	5,767,933	626,680
Debt service	36,484,285	34,112,975
Other operating purposes (primarily passage of time)	14,278,429	11,808,982
Awaiting appropriation by Board of Trustees - otherwise unrestricted	99,435,890	91,744,199
Total	<u>\$ 277,597,339</u>	<u>\$ 247,716,605</u>

THE AMERICAN MUSEUM OF NATURAL HISTORY
Notes to Consolidated Financial Statements
June 30, 2013 and 2012

Net assets were released from donor restrictions due to the passage of time, performance of activities satisfying the restricted purposes specified by the donors, and/or by appropriation by the Board of Trustees as follows:

	<u>2013</u>	<u>2012</u>
Operating:		
Passage of time (cash receipt of prior period pledges)	\$ 3,280,269	\$ 2,699,047
Expenditures satisfying donor-imposed purpose restrictions	<u>22,373,672</u>	<u>21,177,389</u>
	<u>25,653,941</u>	<u>23,876,436</u>
Nonoperating:		
Passage of time (cash receipt of prior period pledges)	2,963,149	1,638,338
Expenditures satisfying donor-imposed capital purpose restrictions	305,544	3,667,379
Expenditures satisfying endowment purpose restrictions	351,735	332,911
Appropriation by the Board of Trustees (otherwise unrestricted)	<u>9,213,444</u>	<u>9,131,654</u>
	<u>12,833,872</u>	<u>14,770,282</u>
Total	<u>\$ 38,487,813</u>	<u>\$ 38,646,718</u>

The Museum's permanently restricted net assets are comprised of gift arrangements where the Museum is obligated to retain the original value of the gift in perpetuity and of perpetual trusts, planned giving agreements and endowment pledges receivable. In addition, donors have restricted the income on these permanently restricted net assets to the purposes shown below:

	<u>2013</u>	<u>2012</u>
Scientific research	\$ 58,818,281	\$ 51,487,718
Education and public programs	59,938,177	56,004,663
Exhibitions	19,295,611	16,742,627
Unrestricted (for general purposes of the Museum)	36,515,181	36,219,929
Other	<u>1,500,000</u>	<u>1,500,000</u>
Total permanently restricted net assets	<u>\$ 176,067,250</u>	<u>\$ 161,954,937</u>

13. SUPPORT FROM THE CITY OF NEW YORK

The City annually appropriates funds to support the cost of certain operating salaries, primarily guardianship, and expenses (the "Department of Cultural Affairs [DCA] Obligation Plan") up to a maximum amount determined by the City in its annual budget process. These amounts are recognized as operating revenue in the month the expenses are incurred by the Museum. The Museum also receives City support for certain contractually defined capital expenditures that it records as nonoperating capital support when the Museum has met all the requirements of the City contract.

THE AMERICAN MUSEUM OF NATURAL HISTORY

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

The City pays the Museum's energy costs as well as pension costs for employees funded on the DCA Obligation Plan. The City provides a statement of these expenditures to the Museum, which records them as operating revenue with an offsetting amount to operating expense. The City, as owner of the Museum buildings and land, also at times directly contracts for, manages, and pays the costs of certain repairs and maintenance projects and other capital projects. These costs are not reflected in the accompanying consolidated financial statements.

The following represents City support for the years ended June 30, 2013 and 2012, respectively:

	<u>2013</u>	<u>2012</u>
Operating Support:		
Energy	\$ 7,993,801	\$ 7,475,763
Pension	891,632	944,679
DCA - Obligation Plan	<u>7,836,520</u>	<u>8,460,801</u>
	16,721,953	16,881,243
Capital Support	<u>12,750,969</u>	<u>6,107,742</u>
Total City Support	<u>\$ 29,472,922</u>	<u>\$ 22,988,985</u>

14. COMMITMENTS AND CONTINGENCIES

The Museum has entered into an operating lease for a facility used for storage purposes through fiscal year 2015. Total future minimum rental commitments due under the terms of this lease agreement are approximately as follows:

Year ending June 30:	
2014	\$ 249,000
2015	105,000
Total	<u>\$ 354,000</u>

The Museum is a party to litigation which has arisen in the normal course of its operations. The matters are insured, and in the opinion of management the resolution of such matters will not have a material effect on its consolidated financial statements.

THE AMERICAN MUSEUM OF NATURAL HISTORY
Notes to Consolidated Financial Statements
June 30, 2013 and 2012

15. FUNCTIONAL EXPENSES

The following presents the natural expense classifications by program and support area for fiscal year 2013 and in total for fiscal year 2012 and reflects the allocation of depreciation, amortization and interest generally on the basis of the department for which the assets were purchased or constructed; the allocation of guardianship, maintenance and operating costs on the basis of square footage; and the allocation of plant administration expenses to general and administrative expenses. The following classification of expenses excludes the change in value of interest rate exchange agreements and other pension related activities.

	<u>Scientific Research</u>	<u>Exhibitions</u>	<u>Auxiliary Activities</u>	<u>Education</u>	<u>Visitor Services</u>	<u>Membership</u>	<u>Subtotal Programs</u>	<u>General and Administrative</u>	<u>Fundraising</u>	<u>Supporting Services</u>	<u>Total 2013</u>	<u>Total 2012</u>
Payroll and fringe benefits	\$ 36,063,987	\$ 15,525,660	\$ 6,912,738	\$ 12,487,398	\$ 5,612,655	\$ 1,457,639	\$ 78,060,077	\$ 16,986,810	\$ 4,315,084	\$ 21,301,894	\$ 99,361,971	\$ 99,511,244
Supplies	1,702,791	1,147,919	222,469	743,024	190,786	19,134	4,026,123	566,031	71,521	637,552	4,663,675	4,578,629
Energy services	3,408,557	3,503,683	502,011	167,870	148,685	15,188	7,745,994	195,048	52,759	247,807	7,993,801	7,470,508
Outside services and insurance	1,886,856	2,434,179	1,591,766	1,960,370	390,929	153,291	8,417,391	1,754,471	667,183	2,421,654	10,839,045	11,061,566
Professional fees	478,382	18,824	2,536,834	2,352,540	24,636	205,070	5,616,286	2,250,310	407	2,250,717	7,867,003	7,722,521
Depreciation and amortization	11,409,670	11,728,092	1,680,411	561,921	497,701	50,840	25,928,635	652,899	176,605	829,504	26,758,139	25,808,947
Interest	5,218,988	5,364,640	768,650	257,033	227,658	23,255	11,860,224	298,648	80,781	379,429	12,239,653	12,596,810
Other	6,187,192	2,942,010	7,115,746	832,413	1,739,033	376,086	19,192,480	2,064,296	580,990	2,645,286	21,837,766	21,867,750
Total 2013	<u>\$ 66,356,423</u>	<u>\$ 42,665,007</u>	<u>\$ 21,330,625</u>	<u>\$ 19,362,569</u>	<u>\$ 8,832,083</u>	<u>\$ 2,300,503</u>	<u>\$ 160,847,210</u>	<u>\$ 24,768,513</u>	<u>\$ 5,945,330</u>	<u>\$ 30,713,843</u>	<u>\$ 191,561,053</u>	
Total 2012	<u>\$ 66,781,385</u>	<u>\$ 40,473,810</u>	<u>\$ 23,090,315</u>	<u>\$ 17,482,425</u>	<u>\$ 9,298,834</u>	<u>\$ 2,176,948</u>	<u>\$ 159,303,717</u>	<u>\$ 25,610,250</u>	<u>\$ 5,704,008</u>	<u>\$ 31,314,258</u>		<u>\$ 190,617,975</u>

DEFINITIONS OF CERTAIN TERMS

[THIS PAGE INTENTIONALLY LEFT BLANK]

DEFINITIONS OF CERTAIN TERMS

The following definitions of certain of the terms used in the Resolution, the Series 2014A Resolution, the Series 2014B Resolution and the Loan Agreement and used in this Official Statement do not purport to be complete and reference should be made to the aforementioned documents for full and complete definitions.

“Accounts” means all accounts created and established by or held pursuant to the Resolution.

“Act” means Articles 20 and 21 of Title E of the Arts and Cultural Affairs Laws of New York, as the same may be amended from time to time.

“Act of Bankruptcy” means the filing of a petition in bankruptcy by or against the Trust or the commencement of a receivership, insolvency, assignment for the benefit of creditors or other similar proceeding by or against the Trust, unless such case or petition was dismissed and all applicable appeal periods have expired without an appeal having been filed.

“Additional Payments” means certain payments to be made by the Institution to the Trustee, the Paying Agent and the Trust pursuant to the Loan Agreement.

“Agreement” or *“Loan Agreement”* means the Loan Agreement, by and between the Trust and the Institution, dated as of June 1, 2008, in connection with the issuance of Bonds, and assigned to the Trustee for the benefit of the Bondholders, as amended by the First Amendment of Loan Agreement and as may be further amended, supplemented or otherwise modified from time to time.

“Alternate Liquidity Facility” means an irrevocable letter of credit, a surety bond, line or lines of credit or other similar agreement or agreements or any other agreement or agreements used to provide liquidity support for payment of the Purchase Price of the Bonds, satisfactory to the Institution and containing administrative provisions reasonably satisfactory to the Trustee, issued and delivered to the Trustee in accordance with the applicable Multi-Mode Annex.

“Annual Interest Rate” means a variable interest rate on a particular Series of Bonds established in accordance with the Multi-Mode Annex.

“Authorized Newspaper” means THE BOND BUYER or any other newspaper or publication carrying municipal bond notices and devoted primarily to financial news or the subject of state and municipal bonds, printed in the English language and generally circulating at least five days (other than legal holidays) in each calendar week in the Borough of Manhattan, City and State of New York.

“Authorized Officer” means: (i) in the case of the Trust, the Chairman, and when used with reference to any act or document also means any other person authorized by resolution of the Trust to perform such act or sign such document; (ii) in the case of the Institution, the President, the Director, the Senior Vice President, Vice President, Treasurer or Secretary, and when used with reference to any act or document also means any other person authorized by resolution of the Institution to perform such act or sign such document; and (iii) in the case of the Liquidity Facility Issuer, any President, Vice President, Treasurer or Secretary and when used with reference to any act or document also means any other person authorized by the Liquidity Facility Issuer to perform such act or sign such document and (iv) in the case of the Trustee, any officer within the Corporate Trust Office with direct responsibility for the administration of the Resolution or any other officer of the Trustee and also means any other officer to whom such matter is referred because of such officer’s knowledge and familiarity with the particular subject.

“Bond” or *“Bonds”* means any of the bonds of the Trust authenticated and delivered under and pursuant to the provisions of the Resolution and any Series Resolution.

“*Bond Counsel*” means any law firm having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal bonds, selected by the Trust and approved by the Institution.

“*Bondholder*” or “*holder*” or “*Owner*” or any similar term, when used with reference to a Bond or Bonds, means any person who is the registered owner of any Bond Outstanding.

“*Bond Purchase Fund*” means the fund established and designated as such under the applicable Series Resolution.

“*Bond Register*” means registration books for the registration and transfer of Bonds kept by the Trustee.

“*Business Day*” means a day other than (a) a Saturday, Sunday or other day on which banks located in New York, New York, or a city in which the principal offices of the Trustee or the Paying Agent are located are required or authorized by law or executive order to close, (b) a day on which banks in the city in which the office of any Liquidity Facility Issuer at which a payment under any Liquidity Facility, is to be made are required or authorized by law or executive order to be closed, or (c) a day on which the New York Stock Exchange is closed.

“*Call Protection Standard Date*” means, with respect to the initial Flexible Rate Period commencing on the date of initial delivery of the Bonds as set forth in the Series 2014B Certificate and with respect to each subsequent LIBOR Flexible Rate Period, SIFMA Flexible Rate Period, LIBOR Index Period or SIFMA Index Period, the date which is ninety (90) days prior to a Scheduled Mandatory Tender Date or a Mandatory Purchase Date, as applicable. If such date is not a Business Day, then the Call Protection Standard Date shall be the next succeeding Business Day.

“*Capitalized Interest Account*” means the account within the Development Fund established and designated as such under the applicable Series Resolution.

“*Code*” means the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated thereunder.

“*Commercial Paper Rate*” means, with respect to each Bond, an interest rate on such Bond established periodically in accordance with the Multi-Mode Annex.

“*Corporate Trust Office*” means the principal corporate trust office of the Trustee at which at any particular time its corporate trust business shall be administered, which office is located at 101 Barclay Street, 7W Floor, New York, NY 10286, Attention: Corporate Trust and Agency Services (Municipal Group).

“*Costs of Issuance Account*” means the account within the Development Fund established and designated as such under the applicable Series Resolution.

“*Daily Interest Rate*” means a variable interest rate on a particular Series of Bonds established in accordance with the Multi-Mode Annex.

“*Debt*” means, without duplication, indebtedness for borrowed money, whether or not evidenced by notes, bonds, capitalized leases, debentures or other evidence of indebtedness, including indebtedness under purchase money mortgages and similar security arrangements, indebtedness which is non-recourse and any other obligation which appears as indebtedness on the balance sheet included in the Institution's annual financial statement; provided, however, that debt service amounts for the payment of which moneys or defeasance securities maturing or redeemable at not less than 100% of the principal amount thereof solely at the option of the holder of such securities prior to the principal payment date or interest payment date on which they are to be applied have been irrevocably set aside to pay such debt service will not be considered Debt for

purposes of the Loan Agreement. Debt incurred with respect to a credit facility or liquidity facility will be counted only to the extent the reimbursement obligation on amounts drawn, or in the reasonable judgment of the Institution likely to be drawn, on the credit facility or liquidity facility exceeds the obligation on the Debt for which a credit facility or a liquidity facility is provided.

“Debt Service Fund” means the fund so designated which is created and established as such under the Resolution.

“Defeasance Obligations” means non-callable obligations described in clause (A) of the definition of *“Permitted Investments”*, below.

“Depository” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State, or its nominee, or any other person, firm, association or corporation designated in the Series Resolution authorizing a Series of Bonds or a Series Certificate relating to a Series of Bonds to serve as securities depository for the Bonds of such Series.

“Development Fund” means that fund so designated which is created and established as such in the Resolution.

“Favorable Opinion of Bond Counsel” means an opinion of Orrick, Herrington & Sutcliffe LLP, or other Bond Counsel, addressed to the Trust, any Remarketing Agent, the Institution and the Trustee, which may be relied upon by a Liquidity Facility Issuer, if any, to the effect that the action proposed to be taken is authorized or permitted by the laws of the State of New York and the Resolution and will not adversely affect any exclusion from gross income for federal income tax purposes of interest on the Series 2014B Bonds.

“First Amendment of Loan Agreement” means the First Amendment of Loan Agreement, dated as of June 1, 2014, between the Trust and the Institution.

“Fiscal Year” means with respect to the Institution, the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other successive twelve-month period hereafter selected and designated as the official fiscal year period of the Institution.

“Flexible Rate Mode” means the mode of interest when Series 2014B Bonds are in the LIBOR Flexible Rate Period or the SIFMA Flexible Rate Period.

“Flexible Rate Period” means, with respect to Bonds bearing interest in a Flexible Rate Mode, a period determined in accordance the Multi-Mode Annex.

“General Resolution” or *“Resolution”* shall mean the resolution of the Trust adopted on April 22, 2008, entitled *“Revenue Bond Resolution”*, as amended and supplemented.

“Funds” means all funds created and established by or held pursuant to the Resolution.

“Indemnification Agreement” means the Indemnification Agreement, dated as of June 1, 2014, between the Trust and the Institution, as the same may be amended from time to time.

“Index Rate Accrual Period” means, for Bonds in a Flexible Rate Mode or an Index Rate Mode, the period from each Interest Accrual Date to and including: (a) in the case of Bonds bearing interest in the LIBOR Flexible Rate or the LIBOR Index Rate, the day next preceding the next Interest Payment Date for such Bonds; (b) in the case of Bonds bearing interest in the SIFMA Flexible Rate or the SIFMA Index Rate, the period from each Thursday through the next succeeding Wednesday, whether or not it is a Business Day; (c) the day next preceding any redemption date; and (d) the day next preceding each Unscheduled Mandatory Tender Date, Scheduled Mandatory Tender Date and Mandatory Purchase Date; provided, however, the first Index Rate Accrual Period will begin on the date of delivery of the Bonds.

“Index Rate Mode” means the method of determining interest when Series 2014B Bonds are in the LIBOR Index Period or the SIFMA Index Period.

“Index Spread” means, with respect to the initial Flexible Rate Period or Bonds bearing interest initially in an Index Rate Mode, each Index Spread as set forth in the Series 2014B Certificate and, with respect to subsequent Flexible Rate Periods or subsequent LIBOR Index Periods or SIFMA Index Periods, a fixed per annum rate determined by the Remarketing Agent in accordance with the Series 2014B Resolution.

“Institution” means the American Museum of Natural History, a not-for-profit corporation created and existing under the laws of the State of New York and a participating cultural institution for purposes of the Act.

“Institution Purchase Account” means the account within the Bond Purchase Fund which is created and established pursuant to the Series 2014B Resolution.

“Interest Accrual Date” means with respect to any LIBOR Flexible Rate Period, or SIFMA Flexible Rate Period, the first day of each Flexible Rate Period and, thereafter, each Interest Payment Date during such Flexible Rate Period.

“Interest Payment Date” means with respect to the Series 2014B Bonds in the Flexible Rate Mode, (A) the first Business Day of each month, (B) each Mandatory Purchase Date, (C) each Scheduled Mandatory Tender Date and (D) each Unscheduled Mandatory Tender Date on which all Outstanding Bonds are purchased as provided in the Series 2014B Resolution. The initial Interest Payment Date for the Series 2014B Bonds shall be set forth in the Series 2014B Certificate. *“Interest Payment Date”* means with respect to the Series 2014A Bonds, each January 1 and July 1, commencing January 1, 2015.

“LIBOR Determination Date” means the second Business Day before the beginning of each Interest Rate Accrual Period while the Series 2014 Bonds are in a LIBOR Flexible Rate Period or LIBOR Index Period.

“LIBOR Flexible Rate Period” means each Flexible Rate Period with respect to Bonds during which a LIBOR Flexible Rate is in effect and the Flexible Rate Period of which does not exceed 270 days, as established in accordance with the Multi-Mode Annex.

“LIBOR Flexible Rate” means the rate of interest, determined for any LIBOR Flexible Rate Period, equal to the sum of (a) 70% of One-Month LIBOR; and (b) the Index Spread applicable for the related Flexible Rate Period.

“LIBOR Index Period” means, during the LIBOR Indexed Mode, the period from (and including) the date of issuance of the Series 2014B Bonds or the date of adjustment of the Series 2014B Bonds, as applicable, to the Mandatory Purchase Date, as set forth in accordance with the Multi-Mode Annex.

“LIBOR Index Rate” means the rate of interest, determined for any LIBOR Index Period, in accordance with the Multi-Mode Annex.

“LIBOR Indexed Mode” means the interest rate mode during which the Bonds bear interest at the LIBOR Index Rate.

“Liquidity Facility” means an irrevocable letter of credit, a surety bond, line or lines of credit, standby bond purchase agreement or other similar agreement or agreements or any other agreement or agreements delivered to the Trustee and providing liquidity support for the Bonds in accordance with a Series Resolution, and any Alternate Liquidity Facility, as the same may be amended or supplemented from time to time pursuant to the terms thereof.

“Liquidity Facility Issuer” means each issuer of a Liquidity Facility, then in effect with respect to a particular Series of Bonds, as may be designated and set forth in the applicable Series Resolution authorizing such Series of Bonds, and its successors and assigns.

“Liquidity Facility Issuer Bond” means each Bond purchased by the Liquidity Facility Issuer with the proceeds of a drawing under the Liquidity Facility pursuant to the applicable Series Resolution and registered and/or held in the name of and/or for the benefit of the Liquidity Facility Issuer or its nominee until the date on which such Bond is remarketed in accordance with the provisions of the Multi-Mode Annex and sold by the Liquidity Facility Issuer pursuant to the applicable Series Resolution.

“Liquidity Facility Payments Account” means the account within the Bond Purchase Fund which is created and established pursuant to the Series 2014B Resolution.

“Loan Payments” means those payments made by the Institution to the Trustee pursuant to the Agreement as set forth in Appendix E under the caption *“Payment for the Bonds.”*

“Long-Term Interest Rate” means, with respect to a particular Series of Bonds, an interest rate on such Bonds established in accordance with the Multi-Mode Annex.

“Mandatory Purchase Date” means with respect to Bonds bearing interest at a LIBOR Flexible Rate, a SIFMA Flexible Rate, a LIBOR Index Rate or a SIFMA Index Rate, the first Business Day following the end of the applicable LIBOR Flexible Rate Period, SIFMA Flexible Rate Period, LIBOR Index Rate or SIFMA Index Rate, as applicable, as set forth in the Series 2014B Certificate.

“Maximum Interest Rate” means (a) with respect to a particular Series of Bonds other than Liquidity Facility Issuer Bonds and those Bonds bearing interest at the Annual Interest Rate, 15% per annum, (b) with respect to Liquidity Facility Issuer Bonds, 23% per annum and (c) with respect to a particular Series of Bonds bearing interest at the Annual Interest Rate, 23% per annum; provided, however, that the Maximum Interest Rate will not exceed the maximum interest rate permitted by law from time to time.

“Minimum Authorized Denominations” shall have the meaning ascribed to it in the related Series Resolution.

“MMI Procedures” means DTC’s Operational Arrangements and the Issuing/Paying Agent General Operating Procedures for Money Market Instruments as the same may be amended and modified from time to time.

“Moody’s” means Moody’s Investors Service, Inc., or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the Trust.

“Multi-Mode Annex” means the Multi-Mode Annex set forth as an exhibit to the Series 2014B Resolution.

“One-Month LIBOR” shall mean the London interbank offered rate for deposits in U.S. dollars having the applicable one-month maturity as it appears on Bloomberg Screen US0001M Page, or another page of this or any other financial reporting service in general use in the financial services industry, as of 11:00 a.m., London time, on the related LIBOR Determination Date as obtained by the Remarketing Agent from such source. If the rate is not available, One-Month LIBOR in effect for the applicable Interest Accrual Date will be One-Month LIBOR in effect for the previous Interest Accrual Period. All determinations of LIBOR will be rounded to two decimal places.

“Outstanding” when used with reference to Bonds, means as of a particular date and subject to the further provisions of the Resolution, all Bonds authenticated and delivered under the Resolution except: (i) any

Bond paid or redeemed or otherwise cancelled by the Trustee at or before such date; (ii) any Bond for the payment of which cash, equal to the principal amount thereof with interest to date of maturity, will have theretofore been deposited with the Trustee prior to maturity pursuant to the Resolution; (iii) any Bond in lieu of or in substitution for which another Bond will have been authenticated and delivered pursuant to the Resolution, and (iv) any Bond deemed paid under the provisions of the Resolution, except that any Bond described in (ii) or (iv) are considered Outstanding until the maturity or redemption date thereof solely for the purposes of the Resolution and provided further, that Liquidity Facility Issuer Bonds shall be considered Outstanding until such Liquidity Facility Issuer has been reimbursed in full for all amounts due or to become due with respect to the respective Liquidity Facility Issuer.

“*Paying Agent*” means the person or persons so designated and appointed in a Series Resolution, to perform the duties imposed under the Resolution and under such Series Resolution.

“*Payment Date*” means any date on which principal, interest or premium on any Series of Bonds is due and payable pursuant to the provisions of the applicable Series Resolution, by virtue of scheduled interest falling due, maturity, redemption or acceleration thereof or otherwise.

“*Permitted Investments*” means, to the extent permitted by applicable law:

(A) The following obligations may be used as Permitted Investments for all purposes, including defeasance investments in refunding escrow accounts.

- (1) Cash (insured at all times by the Federal Deposit Insurance Corporation),
- (2) Obligations of, or obligations guaranteed as to principal and interest by, the U.S. or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the U.S. including:
 - U.S. treasury obligations
 - All direct or fully guaranteed obligations
 - Farmers Home Administration
 - General Services Administration
 - Guaranteed Title XI financing
 - Government National Mortgage Association (GNMA)
 - State and Local Government Series

Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

(B) The following obligations may be used as Permitted Investments for all purposes other than defeasance investments in refunding escrow accounts.

- (1) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:
 - Export-Import Bank
 - Rural Economic Community Development Administration
 - U.S. Maritime Administration
 - Small Business Administration
 - U.S. Department of Housing & Urban Development (PHAs)
 - Federal Housing Administration

- Federal Financing Bank
- (2) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:
- Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC)
 - Obligations of the Resolution Funding Corporation (REFCORP)
 - Senior debt obligations of the Federal Home Loan Bank System
- (3) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P and maturing not more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);
- (4) Commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's and "A-1+" by S&P and which matures not more than 270 calendar days after the date of purchase;
- (5) Investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;
- (6) Pre-refunded Municipal Obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and
- (a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of Moody's or S&P or any successors thereto; or
 - (b) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph A(2) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;
- (7) Municipal obligations rated "Aaa/AAA" or general obligations of states with a rating of "A2/A" or higher by both Moody's and S&P;
- (8) Other forms of investment provided for in an applicable Series Resolution; and
- (9) Investment agreements or guaranteed investment contracts with any company or financial institution; provided, that such agreements or contracts, or the senior unsecured long term debt obligations of the issuer (or of any unconditional guarantor) are rated, at the time such agreements or contracts are entered into, in one of the 2 highest ratings categories

(disregarding any gradations within such categories) for comparable types of obligations by a NRSRO.

(C) The value of the above investments shall be determined as follows:

(1) For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at fair market value. The Trustee shall determine the fair market value based on accepted industry standards and from accepted industry providers. Accepted industry providers shall include but are not limited to pricing services provided by Financial Times Interactive Data Corporation, Merrill Lynch, or Citigroup Global Markets Inc.;

(2) As to certificates of deposit and bankers' acceptances: the face amount thereof, plus accrued interest thereon; and

(3) As to any investment not specified above: the value thereof established by prior agreement among the Issuer and the Trustee.

"Project" means any project as permitted under the Act, or as set forth in one or more Series Resolutions.

"Project Account" means the account within the Development Fund established and designated as such under the applicable Series Resolution.

"Purchase Date" means the date on which a particular Series of Bonds are to be purchased pursuant to the Multi-Mode Annex.

"Purchase Price" means the principal amount thereof plus accrued interest from and including the last Interest Accrual Date to, but not including, the Purchase Date.

"Purchased Bonds" means the Series 2014B Bonds to be purchased pursuant to the provisions of the Multi-Mode Annex.

"Rating" means a full letter grade (or its equivalent) rating category such as Aaa in the case of Moody's and AAA in the case of Standard & Poor's, without regard to "+" or "-" denotations or any other denotations intended by the Rating Agency assigning the rating to indicate qualitative differences within a particular rating category; and when Bonds of the Series of Bonds to which it is being applied bear interest at a rate calculated more frequently than annually, "Rating" shall refer only to a "short-term" rating issued by the Rating Agency and when such Bonds bear interest calculated annually or less frequently than annually, the term shall refer only to a "long-term" rating issued by the Rating Agency (unless short-term and long-term ratings are otherwise said by such Rating Agency in an official announcement to refer to obligations on which interest is calculated at different times, in which case the revised definition of short-term and long-term shall apply herein).

"Rating Agency" means any nationally recognized rating agency (as determined by the Trust) having a Rating in effect on any Series of Bonds, which Rating has been affirmatively requested by the Trust.

"Rebate Fund" means the fund so designated which is created and established under the Resolution.

"Record Date" means (i) with respect to any Interest Payment Date for the Series 2014A Bonds, the fifteenth (15th) day of the month immediately preceding such Interest Payment Date and (ii) with respect to any Interest Payment Date for any Series 2014B Bonds bearing interest at either a LIBOR Flexible Rate or a SIFMA Flexible Rate, the Business Day immediately preceding the related Interest Payment Date.

“Redemption Fund” means the fund so designated which is created and established under the Resolution.

“Redemption Price” when used with respect to a Bond, means the principal amount of such Bond plus the applicable premium, if any, payable upon redemption thereof pursuant to the Resolution.

“Remarketing Agent” means, with respect to the (i) Series 2014B1 Bonds, Wells Fargo Securities, LLC and (ii) Series 2014B2 Bonds, Morgan, Stanley & Co. LLC, or any successor thereto or additional Remarketing Agent appointed in accordance with the Series 2014B Resolution with respect to such Bonds. *“Principal Office”* of the Remarketing Agent means the address for the Remarketing Agent designated in writing to the Trust, the Trustee, the Paying Agent, any Liquidity Facility Issuer and the Institution.

“Remarketing Agreement” means, collectively, (i) the Remarketing Agreement to be entered into between the Institution and Wells Fargo Securities, LLC in connection with the Series 2014B1 Bonds, and (ii) the Remarketing Agreement entered into between the Institution and Morgan Stanley & Co. LLC in connection with the Series 2014B2 Bonds.

“Remarketing Proceeds Account” means the account within the Bond Purchase Fund which is created and established by the Series 2014B Resolution.

“Resolution” means the Revenue Bond Resolution (American Museum of Natural History), adopted by the Board of Trustees of the Trust on April 22, 2008, as supplemented by the Series 2014A Resolution and Series 2014B Resolution, as each of them may be amended or supplemented from time to time by one or more Supplemental Resolutions.

“Revenues” means all payments made or to be made by the Institution pursuant to the Loan Agreement (except for Additional Payments (as defined in the Loan Agreement) and payments made or to be made for deposit in the Rebate Fund).

“Scheduled Mandatory Tender Date” means, with respect to the initial Flexible Rate Period, the date set forth in the Series 2014B Certificate, and, with respect to each subsequent Flexible Rate Period, the date determined by the Institution pursuant to the Series 2014B Resolution; provided, however, that the Scheduled Mandatory Tender Dates for each of the Series 2014B1 Bonds and the Series 2014B2 Bonds must be separated by at least five (5) Business Days.

“Scheduled Mandatory Tender Failure” means the failure of the Institution to pay or provide for the payment of the Purchase Price of all of the Series 2014B Bonds required to be purchased on a Scheduled Mandatory Tender Date.

“Series” means all of the Bonds authenticated and delivered on original issuance and pursuant to the Resolution and the applicable Series Resolution authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to the Resolution, regardless of variations in maturity, interest rate, Sinking Fund Installments or other provisions.

“Series Certificate” means a certificate of an Authorized Officer of the Trust establishing final terms, conditions and other details of a Series of Bonds prior to issuance thereof in accordance with the delegation of power to do so under the Resolution or any applicable Series Resolution;

“Series Resolution” means a Supplemental Resolution authorizing bonds under the provisions of the Resolution, including any Series Certificate delivered pursuant thereto.

“Series 2014B Certificate” shall mean a certificate of an Authorized Officer of the Trust which establishes final terms, conditions and other details of the Series 2014B Bonds in accordance with the delegation of power to do so under the Series 2014B Resolution.

“*SIFMA*” means, as of any date, the per annum rate published or reported by Municipal Market Data on its SIFMA Municipal Swap Index most recently available, or if the SIFMA Municipal Swap Index is no longer published or reported, the rate per annum published or reported on the S&P Weekly High Grade Index (formerly the J.J. Kenny Index), or if neither the SIFMA Municipal Swap Index nor the S&P Weekly High Grade Index is published, such alternate interest rate index as the Remarketing Agent selects as most comparable to the SIFMA Municipal Swap Index.

“*SIFMA Determination Date*” means with respect to Bonds bearing interest at the SIFMA Index Rate, Wednesday of each week, or if any Wednesday is not a Business Day, the next preceding Business Day; provided, however, that the SIFMA Index Rate will always accrue from Thursday through the next succeeding Wednesday, whether or not it is a Business Day.

“*SIFMA Flexible Rate Period*” means each Flexible Rate Period with respect to Bonds during which an SIFMA Flexible Rate is in effect and the Flexible Rate Period of which does not exceed 270 days, as established in accordance with the Multi-Mode Annex.

“*SIFMA Flexible Rate*” means the rate of interest, determined for any SIFMA Flexible Rate Period, equal to the sum of (a) SIFMA calculated for such Interest Rate Accrual Period; and (b) the Index Spread applicable for the related Flexible Rate Period.

“*SIFMA Index Period*” means, during the SIFMA Indexed Mode, the period from (and including) the date of issuance of the Series 2014B Bonds or the date of adjustment of the Series 2014B Bonds, as applicable, to the Mandatory Purchase Date, as set forth in accordance with the Multi-Mode Annex.

“*SIFMA Index Rate*” means the rate of interest, determined for any SIFMA Index Period, in accordance with the Multi-Mode Annex.

“*SIFMA Indexed Mode*” means the interest rate mode during which the Bonds bear interest at the SIFMA Index Rate.

“*Sinking Fund Installment*” means, as of any date of calculation and with respect to any Series of Bonds, the amount of money required by a Series Resolution, pursuant to which such Bonds were issued, to be paid at all events by the Trust on a single future date for the retirement of any Outstanding Bonds of said Series which mature after said date, but does not include any amount payable by the Trust by reason only of the maturity of a Bond, and said future date is deemed to be the date when a Sinking Fund Installment is payable and the date of such Sinking Fund Installment and said Outstanding Bonds are deemed to be the Bonds entitled to such Sinking Fund Installment.

“*Standard & Poor’s*” or “*S&P*” means Standard & Poor’s Ratings Services, a division of the McGraw-Hill Companies, Inc., or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the Trust.

“*State*” means the State of New York.

“*Supplemental Resolution*” means any resolution supplemental to or amendatory of the Resolution or any Series Resolution, adopted by the Trust in accordance with the terms of the Resolution.

“*Tax Certificate and Agreement*” means any Tax Certificate and Agreement with respect to a Series of Bonds, concerning certain matters pertaining to the use of proceeds of such Series of Bonds and the facilities financed thereby executed by and delivered to the Trust, the Institution and the Trustee on the date of issuance of such Series of Bonds, including any and all exhibits attached thereto, as the same may be supplemented or amended with a Favorable Opinion of Bond Counsel.

“Trust” means The Trust for Cultural Resources of The City of New York, a corporate governmental agency and a public benefit corporation constituting a political subdivision of the State of New York.

“Trustee” means the bank, trust company or national banking association then acting as Trustee in accordance with the Resolution, which at the time of adoption of the Resolution is The Bank of New York.

“Unscheduled Mandatory Tender” means any mandatory tender for purchase of Bonds in any LIBOR Flexible Rate Period or any SIFMA Flexible Rate Period, pursuant in each case to the Series 2014B Resolution.

“Unscheduled Mandatory Tender Date” means a date for the mandatory tender for the mandatory tender of Bonds in any LIBOR Flexible Rate Period, or any SIFMA Flexible Rate Period pursuant in each case to the Series 2014B Resolution.

“Weekly Interest Rate” means a variable interest rate on a particular Series of Bonds established in accordance with the Multi-Mode Annex.

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX D

SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION

[THIS PAGE INTENTIONALLY LEFT BLANK]

SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION

The descriptions contained herein do not purport to be complete, and reference should be made to the Resolution, the Series 2014A Resolution and the Series 2014B Resolution (together with the Multi-Mode Annex thereto), for a full and complete statement of their provisions.

Resolution to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued under the Resolution by those who own the same from time to time, the Resolution is deemed to be a contract among the Trust, the Trustee and the holders from time to time of the Bonds. The pledges and assignments made and the covenants and agreements set forth in the Resolution are for the benefit, protection and security of (i) the holders of any and all of the Bonds, all of which, regardless of the time or times of their issue or maturity, are of equal rank without preference, priority or distinction, except as expressly provided in or permitted by the Resolution or (ii) each Liquidity Facility Issuer, if any, as their interests may appear, as further provided in the Resolution.

Authorization and Issuance of Bonds. The Bonds may be issued at any time and from time to time to finance: (i) the cost of building, constructing, equipping and installing the Project; (ii) the cost of any additions or improvements to the Project; (iii) the payment to the Trust and the Institution of their administrative, legal and other necessary expenses in connection with developing the Project; (iv) the payment of the administrative, legal, accounting, financing and other expenses of the Trust and the Institution incidental to the issuance of the Bonds, the payment of fees, charges, expenses and costs (including, without limitation, attorneys' fees) of the Trustee and the payment of other costs of issuing the Bonds; (v) the payment of the principal and Redemption Price of and interest on the Bonds; (vi) the payment of fees, charges and other costs in connection with a Liquidity Facility or credit support, if applicable to a particular Series of Bonds; (vii) the payment of capitalized interest and accrued interest on the Bonds; and (viii) the payment of other obligations issued for any of the above purposes.

Establishment of Funds and Accounts. The Resolution creates and establishes the following Funds and separate Accounts within Funds to be held and maintained by the Trustee:

Development Fund (including the Costs of Issuance Account, the Capitalized Interest Account and the Project Account therein);

Debt Service Fund;

Redemption Fund; and

Rebate Fund.

The Development Fund. The Trustee will pay from the Costs of Issuance Account of the Development Fund the costs of issuing the Bonds, administrative, legal, accounting and other necessary expenses and fees of the Trust and the Institution in connection with the Project, upon requisition. Except as otherwise provided in the Resolution, any moneys deposited in the Development Fund, including net proceeds of any casualty insurance award, will be used only to pay the capitalized interest on the Bonds when due and the cost of building, constructing, equipping and installing the Project or repairing or restoring the Project, including necessary incidental expenses, and further including reimbursement to the Institution for payments made for such purposes, including reimbursement of payments made prior to the issuance of the related Series of Bonds with the expectation of such reimbursement and, if permitted pursuant to the Tax Certificate and Agreement, any ongoing payments to be made pursuant to an interest rate swap agreement entered into by the Institution; provided, however, that moneys on deposit in the Project Account may be used to pay the costs of other capital projects if the Trustee is provided with a Favorable Opinion of Bond Counsel to the effect that such use is authorized by the Act and the Resolution and that such use will not adversely affect the exclusion from gross income of interest on the Bonds for federal tax purposes. Transfers may be made from time to time

from the Capitalized Interest Account to the Project Account in order to pay costs of the Project. Upon the occurrence and continuance of an Event of Default under the Resolution, no moneys will be disbursed from the Development Fund for the payment of Project costs if the Trustee takes action to prohibit such disbursement.

Upon receipt of a certificate from the Institution as to completion of the Project pursuant to the Loan Agreement, the Trustee will thereupon certify the balance of moneys then remaining in the Development Fund and, as directed by the Institution (i) use such balance, less the amount estimated by the Institution to be necessary to complete the Project or its repair or restoration or fully effectuate the purposes for which such Bonds were issued; (ii) for the costs of other capital projects as permitted by the Resolution or (iii) deposit such balance in the Redemption Fund or the Debt Service Fund for the payment of principal of or Sinking Fund Installments then due, on the appropriate Series of Bonds to which such excess moneys relate or for payment of interest then due on the appropriate Series of Bonds with the delivery of a Favorable Opinion of Bond Counsel; provided, however, that one or more Series of Bonds issued simultaneously will be deemed to be one Series for such purposes. Upon any declaration of acceleration (as described under “*Acceleration of Maturity*,” below), the Trustee will immediately transfer the balance in the Development Fund to the Debt Service Fund.

The Debt Service Fund. Except as may otherwise be provided in a Series Resolution and the Resolution, Revenues will be deposited in the Debt Service Fund.

To the extent that Revenues held in the Debt Service Fund are insufficient to make all of such transfers two (2) Business Days before such amounts are due, the Trustee will immediately notify the Institution. There may also be deposited in the Debt Service Fund any amounts remaining in the Development Fund upon any declaration of acceleration pursuant to the Resolution. There will also be deposited in the Debt Service Fund any other amount required to be deposited therein pursuant to the Resolution and any Supplemental Resolution.

On each date on which principal installments are due on any Series of Outstanding Bonds, whether upon redemption, purchase in lieu of redemption, maturity or acceleration, the Trustee will apply amounts on deposit in the Debt Service Fund to payment of the principal installments due on the Outstanding Bonds on such date. Principal (including Sinking Fund Installments) due on any Series of Bonds shall be paid by the Trustee one Business Day in advance of the Payment Date to the Paying Agent or Paying Agents, unless the Trustee is serving as sole Paying Agent, in which case such principal shall be paid on the Payment Date.

On each interest payment date and Redemption Date, the Trustee shall apply amounts on deposit in the Debt Service Fund to the payment of the interest due on any Series of Outstanding Bonds to such date. Interest due on any Series of Bonds shall be paid by the Trustee, to the extent it has received adequate funds for such payment, one Business Day in advance of the Payment Date to the Paying Agent or Paying Agents, unless the Trustee is serving as sole Paying Agent, in which case such interest shall be paid on the Payment Date.

The Redemption Fund. There will be deposited in the applicable account of the Redemption Fund (i) excess amounts on deposit in the Development Fund and (ii) all moneys to be used to redeem Bonds pursuant to any Series Resolution.

Application of Moneys in Certain Funds for Retirement of Bonds. If at any time any funds held on deposit in the Debt Service Fund and the Redemption Fund, together with any funds held in the Development Fund (to the extent such funds will not be needed to pay costs of the Project), are sufficient to effect defeasance and the release of the pledge of the Revenues in accordance with the Resolution, the Trust, upon direction of the Institution, may request the Trustee in writing to retire all Bonds. The Trustee will, upon receipt of any such request or direction in writing by the Trust and the Institution, proceed, as promptly as possible, to comply with such request or direction.

The Rebate Fund. The Rebate Fund shall be maintained by the Trustee as a fund separate from any other fund established and maintained under the Resolution. Within the Rebate Fund, the Trustee shall maintain such accounts as shall be required by the Institution in order to comply with the terms and requirements of any Tax Certificate and Agreement. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement (as defined in a Tax Certificate and Agreement), for payment to the Treasury Department of the United States of America, and the Trust, the Institution, any provider of any liquidity facility with respect to the Bonds or the owner of any Bonds shall not have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by the Resolution and by the applicable Tax Certificate and Agreement.

Upon the written direction of the Institution, the Trustee shall deposit in the Rebate Fund funds received from the Institution and, to the extent that the Institution has provided insufficient funds the Trustee shall withdraw first, from available amounts held in the Redemption Fund, second, from available amounts held in the Development Fund and, third, from available amounts held in the Debt Service Fund if and to the extent required, so that the balance of the amount on deposit thereto shall be equal to the Rebate Requirement.

Investment of Moneys. Moneys in any of the Funds will be invested by the Trustee, as directed in writing by an Authorized Officer of the Institution in compliance with the Tax Certificate and Agreement, in Permitted Investments. Except as otherwise provided in the Resolution, rebate, interest or dividends derived on account of the investments in any Fund or account will be deposited in and credited to the Fund or account with respect to which they derived.

Neither the Trust nor the Trustee, subject to the provisions of the Resolution governing the responsibilities of the Trustee, is liable for any depreciation in the value of any securities in which moneys of the Funds are invested, or for any loss arising from any investment.

Tax Covenants. The Trust covenants that it will not take any action, or fail to take any action, or permit such action to be taken on its behalf or cause or permit any circumstance within its control to arise or continue, if any such action or failure to take action would adversely affect the exclusion from gross income for federal income tax purposes under Section 103 of the Code of the interest on the Bonds that are issued as tax-exempt bonds. In furtherance of the foregoing covenant, the Trust covenants to comply with the Tax Certificate and Agreement. This covenant will survive defeasance or payment in full of the Bonds.

Appointment and Acceptance of Trustee. The Bank of New York Mellon, New York, New York, is appointed as Trustee and Paying Agent.

Obligation of Trustee. The Trustee is under no obligation to institute any suit, or to take any proceeding under the Resolution, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts created by or in the enforcement of any rights and powers under the Resolution (other than (1) to draw on each Liquidity Facility in accordance with the terms thereof and as provided by the Resolution, (2) to make required payments to Bondholders or to the Paying Agent for the benefit of Bondholders or (3) to accelerate the Bonds in accordance with the directions of the Bondholders as provided in the Resolution), until it is indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability, except for liability stemming from its willful misconduct, willful disregard of instructions, negligence or bad faith.

The duties and obligations of the Trustee are determined by the express provisions of the Resolution, and the Trustee will not be liable except for the performance of such duties and obligations as are specifically set forth in the Resolution.

Property Held in Trust. All moneys and securities held by the Trustee and any Paying Agent pursuant to the Resolution will be in trust for the purposes and under the terms and conditions of the Resolution.

Compensation. Unless otherwise provided by contract with the Trustee, the Trust will pay to the Trustee, from time to time, reasonable compensation for all services rendered by it under the Resolution, including its services as registrar and Paying Agent, and also all its reasonable expenses, charges, counsel fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties in the Resolution. The Trustee will have a lien therefor on any and all funds at any time held by it under the Resolution prior to the Bonds (other than proceeds of any Liquidity Facility, remarketing proceeds and funds provided by the Institution for optional and mandatory tenders pursuant to a Series Resolution or moneys on deposit in the Rebate Fund). None of the provisions contained in the Resolution require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Resignation of Trustee. The Trustee, or any successor thereof, may at any time resign and be discharged of its duties and obligations under the Resolution by giving not less than 60 days written notice to the Trust, the Institution and any Liquidity Facility Issuer and publishing notice specifying the date when such resignation will take effect. Resignation will not take effect until a successor is appointed and has accepted such appointment.

Removal of Trustee. The Trustee, or any successor thereof, may be removed at any time, with or without cause, by (i) the Institution (with the consent of the Trust) except during the continuance of an Event of Default of the Institution, (ii) the Trust, or (iii) the owners of not less than a majority in aggregate principal amount of the Bonds Outstanding, excluding any Bonds held by or for the account of the Trustee. Such removal shall be effected by an instrument or concurrent instruments in writing signed and acknowledged by the Institution, the Trust or such Bondholders, as applicable, or by their attorneys-in-fact duly authorized and delivered to the Trustee, the Trust, the Institution and the Bondholders. Upon receipt by the Trustee of notice of termination, the Trustee will continue to act as Trustee under the Resolution until a successor Trustee is appointed by the Institution (with the consent of the Trust), the Trust or such Bondholders. The Trustee or any successor thereof may also be removed at any time for cause or any breach of trust or for acting or proceeding in violation of, or failing to act or proceed in accordance with, any provisions of the Resolution with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon application by the Trust, the Institution or the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding. Copies of each such instrument providing for any such removal shall be delivered by the Trust, the Institution or such Bondholders to the Trustee and any successor thereof. Removal of the Trustee will not take effect until a successor is appointed and has accepted such appointment.

Successor Trustee. In case the Trustee, or any successor thereof, resigns, is removed or becomes incapable of acting, or is adjudged a bankrupt or insolvent entity, or if a receiver, liquidator or conservator of the Trustee or of its property is appointed, or if any public officer takes charge or control of the Trustee, or of its property or affairs, a successor may be appointed by (i) the Institution (with the consent of the Trust) except during the continuance of an Event of Default of the Institution, (ii) the Trust or (iii) the owners of not less than a majority in aggregate principal amount of the Bonds Outstanding. Such appointment will be effected by an instrument or concurrent instruments in writing signed and acknowledged by the Institution, the Trust or such Bondholders, as applicable, or by their attorneys-in-fact duly authorized and delivered to such successor Trustee with notification thereof being given to the Institution, the Trust or such Bondholders, as applicable.

If no appointment of a successor is made within 45 days after the Trust's receipt of the written notice of resignation or after the occurrence of any other event requiring or authorizing such appointment, the Trustee, the Trust or any Bondholder may apply to any court of competent jurisdiction for such appointment.

Any successor is required to be a commercial bank or trust company or national banking association doing business and having its main office located in the State of New York, and having capital funds aggregating at least \$75,000,000, if there be such an entity willing and able to accept the appointment on

reasonable and customary terms (including the imposition of commercially reasonable fees) and authorized by law to perform all the duties required by the Resolution.

The Paying Agents. The Trustee and such other paying agent as is appointed in the appropriate Series Resolutions are the Paying Agents for the Bonds, with such duties and obligations as are determined by the express provisions of the Resolution. No Paying Agent is liable for any action taken or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by the Resolution. Unless otherwise provided by contract with each Paying Agent, the Trust (but solely from moneys provided by the Institution) will pay each Paying Agent reasonable compensation for all services rendered. In the event of the failure of any Paying Agent to accept its appointment, the resignation of any Paying Agent, or the failure of any Paying Agent to perform its duties satisfactorily, the Institution (with the consent of the Trust) and the Trustee may appoint a successor. Pending such appointment, the Trustee will succeed to the duties of the Paying Agent that resigned or is removed. Each Paying Agent is required to: (i) be a commercial bank or trust company authorized by law to act in such capacity; and (ii) have capital funds aggregating at least \$50,000,000.

Trustee to Exercise Powers of Statutory Trustee. The Trustee is vested with all of the rights and powers of a trustee appointed by Bondholders pursuant to the Act and the rights of Bondholders to appoint a separate trustee to represent them pursuant to the Act is abrogated.

Events of Default. Each of the following events is an event of default (herein called “Event of Default”) under the Resolution:

(a) payment of the principal of, premium, if any, or any installment of interest on any of the Bonds is not made when the same becomes due and payable; or

(b) payment of the purchase price from any source of any of the Bonds tendered or deemed tendered for purchase pursuant to any Series Resolution is not made when the same becomes due and payable; or

(c) the Trust defaults in the due and punctual performance of its tax covenants contained in the Resolution; or

(d) the Trustee defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in the Resolution (other than any default described in paragraphs (a), (b) or (c), above) and such default continues for 30 days after written notice has been given to the Trust by the Trustee, which may give such notice in its discretion, and will give such notice at the written request of the holders of not less than a majority in principal amount of the Bonds Outstanding; or

(e) an Act of Bankruptcy has occurred and is continuing or is deemed to have occurred and be continuing and the Trustee has received written notice thereof from the Trust, the Institution, any Liquidity Facility Issuer or a Bondholder; provided, however, that the filing of a petition in bankruptcy or similar proceeding against the Institution or the Trust, if dismissed within 90 days, will not be deemed to be an Act of Bankruptcy for such purposes; or

(f) the occurrence and continuance of an Event of Default under the Loan Agreement after any applicable grace period has run provided in the manner specified therein and the receipt by the Trustee of written notice thereof from the Trust, the Institution, any Liquidity Facility Issuer or a Bondholder; or

(g) receipt by the Trustee of written notice from any Liquidity Facility Issuer of an “Event of Default” under the documents governing the related Liquidity Facility, as applicable.

Acceleration of Maturity. Upon the happening and continuance of any Event of Default, then and in every such case, the Trustee may and, upon the written request of the holders of not less than a majority in principal amount of the Bonds Outstanding, will give notice in writing to the Trust, the Governor and Attorney General of the State of New York and the Mayor and Comptroller of The City of New York specifying the Event or Events of Default and stating that the Trustee will declare the principal of all Bonds Outstanding (other than Bonds registered in the name of the Institution) to be immediately due and payable. Unless the Event of Default is fully cured, the Trustee may and, upon the written request of the holders of not less than a majority in principal amount of the Bonds Outstanding (subject to indemnification), will declare the principal of all the Bonds Outstanding and the interest accrued thereon to be due and payable immediately, whereupon such principal plus such accrued interest, will become and be immediately due and payable. If then required by law, the Trustee will give the notice described above to the Governor and Attorney General of the State of New York and the Mayor and Comptroller of The City of New York at least 30 days prior to the date of declaration of acceleration.

At any time after the principal of the Bonds has been declared to be due and payable, as described above, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Resolution, the Trustee may and, the Trustee will, with the written consent of the holders of not less than a majority in principal amount of the Bonds not then due by their terms and then Outstanding and by written notice to the Trust, annul such declaration and its consequences if certain conditions set forth in the Resolution are met.

Exhaustion of Revenues. If, following action to realize upon the security interests granted under the Resolution and under the Loan Agreement and otherwise to enforce the payment of all liabilities of the Institution under the Loan Agreement, it appears that no further Revenues will be received by the Trust or the Trustee and that no further recovery from the Institution may be realized and the moneys and investments held by the Trustee, together with earnings reasonably expected thereon, will be insufficient to pay in full the principal of, Sinking Fund Installments and interest on the Bonds as the same become due and payable, or to effect defeasance under the Resolution, the Trustee will proceed to give the required notice and, to declare the principal of all the Bonds Outstanding (other than Bonds registered in the name of the Institution) to be due and payable immediately.

Enforcement of Remedies. Upon the happening and continuance of any Event of Default, then and in every such case, the Trustee may proceed, and upon the written request of the holders of not less than a majority in principal amount of the Bonds Outstanding will proceed (subject to such indemnification as provided by the Resolution) to protect and enforce its rights and the rights of the holders of the Bonds under State law or the Resolution by such suits, actions or special proceedings in equity or at law, either for the specific performance of any covenant contained under the Resolution or in aid or execution of any power therein granted, or for an accounting against the Trust as if the Trust were the trustee of an express trust as to moneys received by the Trust and pledged to the Trustee under the Resolution or for the enforcement of any proper legal or equitable remedy as the Trustee will deem most effectual to protect and enforce such rights.

Upon the occurrence and continuance of any Event of Default, the Trustee may take such action, without notice or demand, as it deems advisable to protect and enforce its rights under the Loan Agreement.

Priority of Payments After Default. If, at any time, the moneys held by the Trustee under the Resolution (other than remarketing proceeds or moneys provided by the Institution for optional and mandatory tenders pursuant to a Series Resolution) will not be sufficient to pay the principal of or Sinking Fund Installments and interest on the Bonds as the same become due and payable (either by their terms or by acceleration of maturity or otherwise under the provisions of the Resolution), such moneys, together with any moneys then available or thereafter becoming available for such purpose, will be applied (after payment of all amounts owing to the Trustee under the Resolution) as follows:

(a) Unless the principal of all the Bonds (other than Bonds registered in the name of the Institution) has become due and payable either by their terms, by redemption or by a declaration of acceleration, all such moneys are applied:

FIRST: To the payment to the persons entitled thereto of all installments of interest then due, in the order of the maturity of the installments of such interest, and, if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference;

SECOND: To the payment to the persons entitled thereto of the unpaid principal or Redemption Price, if any, of any of the Bonds which have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of the Resolution) with interest upon such Bonds from the respective dates upon which they have become due, in the order of their due dates, and, if the amount available is not sufficient to pay in full Bonds due on any particular due date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto, without any discrimination or preference; and

(b) If the principal of all the Bonds has become due and payable, either by their terms, by redemption, or by a declaration of acceleration or otherwise, to the payment to the Bondholders of the principal and interest (at the rate or rates expressed in the Bonds) then due and unpaid upon the Bonds and if applicable to the Redemption Price of the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference.

Amounts so paid are subject to the pledge and assignment set forth in the Resolution and any amounts pledged thereunder to secure the payment of a particular Series of Bonds will not be used for the payment of any other Series of Bonds.

Bondholders May Control Proceedings. The holders of no less than a majority in the aggregate principal amount of the Bonds Outstanding will have the right to direct all remedial proceedings to be taken by the Trustee, in accordance with law or the provisions of the Resolution.

Restrictions Upon Action by Individual Bondholder. Subject to the provisions of a Series Resolution, no holder of any Bonds will have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust under the Resolution or for any other remedy under the Resolution, unless such holder satisfies certain requirements in the Resolution as to notification, request and offer of indemnity. No one or more holders of the Bonds have any right to affect, disturb or prejudice the security of or to enforce any rights under the Resolution except in the manner therein provided.

Subject to the provisions of the applicable Series Resolution, nothing contained in the Resolution will affect or impair, or be construed to affect or impair, the right of any Bondholder (i) to receive payment of the principal of or interest on such Bond, as the case may be, on or after the due date thereof or (ii) to institute suit for the enforcement of any such payment on or after such due date; provided, however, no Bondholder may institute or prosecute any such suit or enter judgment therein if, and to the extent that, the institution or prosecution of such suit or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver or loss of the lien of the Resolution for (i) the equal and ratable benefit of all Bondholders and (ii) each Liquidity Facility Issuer, subject, however, to the provisions of the Resolution.

Remedies Not Exclusive. No remedy conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy or remedies. Each such remedy is cumulative and in addition to every other remedy given under the Resolution or now or hereafter existing at law or in equity or by statute.

Waiver and Non-Waiver. No delay or omission of the Trustee, of any holder of Bonds or of any Liquidity Facility Issuer, if any, for such Bonds to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver of any such default or an acquiescence therein and each and every power and remedy given by the Resolution to the Trustee, the Bondholders or any Liquidity Facility Issuer, if any, respectively, may be exercised from time to time and as often as may be deemed expedient.

The Trustee may and upon written request of the holders of not less than a majority of the principal amount of such Series of Bonds Outstanding will, waive any default or any Event of Default before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of the Resolution or before the completion of the enforcement of any other remedy under the Resolution; provided, however, that no such waiver will extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon; provided further, any such waiver may be for any period of time as may be specified.

Notice of Default. The Trustee will mail to all Bondholders written notice of the occurrence of any Event of Default described in clauses (a) or (b) under the caption “*Events of Default*” within 30 days after any such Event of Default has occurred.

Modification and Amendment Without Consent. The Trust, with the prior written consent of an Authorized Officer of the Institution, may adopt at any time or from time to time a Supplemental Resolution supplementing the Resolution or supplementing any Supplemental Resolution so as to modify or amend such Resolutions for one or more of the following purposes:

- (a) to add to the covenants and agreements of the Trust contained in the Resolution other covenants and agreements thereafter to be observed which are not contrary to or inconsistent with the Resolution as theretofore in effect;
- (b) to surrender any right, power or privilege reserved to or conferred upon the Trust by the Resolution;
- (c) to confirm, as further assurance, any pledge or other security interest under and the subjection to any lien or pledge created or to be created by the Resolution;
- (d) to provide for the issuance, execution, delivery, authentication, payment, registration, transfer and exchange of Bonds in coupon form payable to bearer or in book-entry form; provided, however, that the Trust may then issue bonds in coupon form payable to bearer or in book-entry form, with interest thereon excludable from gross income for federal income tax purposes;
- (e) to amend any provision of the Resolution upon any withdrawal, substitution or replacement of any Liquidity Facility and the delivery of any Alternate Liquidity Facility, provided that such amendment shall not adversely affect the security for the Bonds;
- (f) to provide for the issuance of Bonds in accordance with the Resolution;
- (g) to amend any provision of any applicable Series Resolution relating to the conversion from any variable interest rate determination method on the Bonds to another variable interest rate determination method or to a fixed rate of interest, or to add to such provisions;
- (h) to amend any provision of the Resolution or a Series Resolution and to take any action deemed necessary or desirable by the Trust with respect to a Series of Bonds on any mandatory tender date with respect to such Series of Bonds; and

(i) to include any modifications, amendments or supplements as may be required with respect to any Series of Bonds in order to obtain or maintain a favorable Rating or Ratings from one or more Rating Agency;

provided, that (i) notice of any such amendment or modification shall be delivered to each Liquidity Facility Issuer and (ii) an opinion of Bond Counsel with respect to such proposed amendments and/or additions be delivered to the Trust and the Trustee prior to the adoption of such amendments or additions.

Such Supplemental Resolution will become fully effective in accordance with its terms upon its filing with the Trustee, certified by an Authorized Officer of the Trust with an original counterpart of the Institution consents.

Supplemental Resolutions Effective With Consent of Trustee. At any time or from time to time subject to the conditions or restrictions contained in the Resolution, a Supplemental Resolution amending or supplementing the Resolution or any Supplemental Resolution may be adopted, with the written consent of an Authorized Officer of the Trustee and the Institution, curing any ambiguity or curing, correcting or supplementing any defect or inconsistent provisions contained in the Resolution or making such provisions in regard to matters or questions arising under the Resolution as may be necessary or desirable and, in the reasonable opinion of the Trustee, not materially prejudicial to the interests of Bondholders. No such Supplemental Resolution, however, will be effective until after the filing with the Trustee of a copy of such Supplemental Resolution certified by an Authorized Officer, Secretary or Assistant Secretary of the Trust and the filing with the Trust of original counterparts of an instrument in writing made by the Trustee and the Institution consenting to such Supplemental Resolution.

Supplemental Resolutions Effective With Consent of Bondholders. (a) At any time or from time to time but subject to the conditions or restrictions contained in the Resolution, a Supplemental Resolution amending or supplementing the Resolution, any Supplemental Resolution or the Bonds may be adopted, with the prior written consent of an Authorized Officer of the Institution and each Liquidity Facility Issuer. No such Supplemental Resolution, however, will be effective unless such Supplemental Resolution is certified by the Trust, and original counterparts of consent of the Institution and each Liquidity Facility Issuer filed with the Trustee, and is approved or consented to by the holders of at least a majority in principal amount of all Bonds Outstanding.

(b) No such modification changing any terms of redemption of Bonds, due date of principal or interest on Bonds or making any reduction in principal or Redemption Price of and interest on any Bond will be made without the consent of the affected Bondholder, nor will any modification of any rights or obligations of the Trustee be made without the consent of the Trustee.

(c) No Supplemental Resolution will be adopted by the Trust, except with unanimous consent, reducing the percentage of consent of Bondholders required for any modifications of the Resolution or diminishing the pledge of Revenues securing the Bonds.

Consent of Bondholders. Any consent is binding upon the Bondholder giving such consent and on any subsequent holder of such Bonds (whether or not such subsequent holder has notice thereof) unless such consent is revoked in writing by the holder of such Bonds giving such consent or a subsequent holder by filing a revocation with the Trustee prior to the date when notice is first published.

Modifications by Unanimous Action. The rights and obligations of the Trust and of the holders of the Bonds and the terms and provisions of the Resolution, any Supplemental Resolution or the Bonds may be modified or amended in any respect upon the adoption of the Supplemental Resolution by the Trust, the consent of the Institution, each Liquidity Facility Issuer, and the consent of the holders of all of the Bonds Outstanding; provided, however, that no such modification or amendment will change or modify any of the

rights or obligations of the Trustee or of any Paying Agent without its written consent thereto in addition to the consent of the Bondholders.

Exclusion of Bonds. Bonds owned or held by or for the account of the Trust or the Institution or any affiliate thereof will not be deemed Bonds Outstanding for the purpose of any consent or other action or any calculation of Bonds Outstanding provided for under the Resolution.

Defeasance. If the Trust will pay or cause to be paid or there are otherwise paid, (i) to the holders of the Bonds (other than Bonds registered in the name of the Institution) the principal or Redemption Price thereof and interest thereon, at the times and in the manner stipulated therein and in the Resolution, (ii) all fees, expenses and other amounts due and payable under the Resolution and the Loan Agreement and (iii) all amounts due to each Liquidity Facility Issuer pursuant to the applicable Liquidity Facility, then the pledge of any Revenues or other moneys and securities pledged and the estate and rights granted by the Resolution and all covenants, agreements and other obligations of the Trust to the Bondholders will thereupon cease, terminate, become void and be discharged and satisfied and the Bonds will thereupon cease to be entitled to any lien, benefit or security under the Resolution, except as expressly provided.

Any Bond or Bonds will, prior to the maturity or redemption date thereof, be deemed to have been paid if: (i) in case any of such Bonds are to be redeemed on any date prior to their maturity, the Trust, upon written direction of the Institution, has given to the Trustee, in form satisfactory to the Trustee, irrevocable instructions to give notice of redemption that such Bonds will be redeemed on such date; (ii) there has been deposited with, and held and segregated by, the Trustee either moneys or Defeasance Obligations, the principal of and the interest on which when due will provide moneys which, together with moneys, if any, deposited with the Trustee at the same time for such purpose, are sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on such Bonds (and if any Bonds bear interest at a variable interest rate, other than a variable interest rate which has been determined through the principal payment date, calculated at the maximum rate of interest payable on such Series of Bonds) on and prior to the redemption date or maturity date thereof, as the case may be, and all fees, expenses and other amounts payable or to become payable under the Resolution and the Loan Agreement; (iii) in the event such Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Trust, upon written direction of the Institution, has given the Trustee irrevocable instructions to publish, as soon as practicable, at least twice, at an interval of not less than seven days between publications, in an Authorized Newspaper a notice to the Bondholders that the required deposit has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with the Resolution and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, of such Bonds; (iv) in the event the Bonds are subject to optional or mandatory tender prior to the date of payment of the principal or Redemption Price thereof, there also has been deposited with the Trustee amounts in the form of either moneys in an amount which are sufficient, or Defeasance Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time for such purpose, are sufficient, without reinvestment, to pay when due the Purchase Price of any Bonds not remarketed or purchased by the Liquidity Facility Issuer for such Bonds, if any, on the date of tender; (v) there has been filed with the Trustee an opinion of Bond Counsel to the effect that the Bonds for which such moneys and Defeasance Obligations have been deposited with the Trustee are, upon such deposit with the Trustee, deemed paid as set forth in the Resolution; and (vi) there has been filed with the Trustee a verification report as to the sufficiency of such moneys and Defeasance Obligations. To the extent required for the payment of the principal or Redemption Price, if applicable, and interest on said Bonds, neither Defeasance Obligations nor moneys deposited with the Trustee nor principal or interest payments on any such obligations will be withdrawn or used for any purpose other than, and will be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on such Bonds; provided, that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Trustee, if not then needed for such purpose, will, to the extent practicable, be reinvested (subject to certain restrictions contained in the Resolution). Interest earned from such reinvestment will be paid over to the Institution upon written request of the Trust, free and clear of any lien or pledge under the Resolution.

Moneys and Funds Held for Particular Bonds. The amounts held by the Trustee and any Paying Agent for the payment of the principal or Redemption Price of and interest on the Bonds due on any date with respect to particular Bonds, pending such payment, will be set aside and held in trust for the holders of the Bonds entitled thereto.

No Recourse on the Bonds. No recourse will be had for the payment of the principal or Redemption Price of and interest on the Bonds or for any claims based thereon or on the Resolution against any officer or other trustee of the Trust or any Trustee or any person executing the Bonds, all such liability, if any, being expressly waived and released by every Bondholder by the acceptance of the Bond.

Notices. Any notices that are to be given to the Bondholders will be mailed, postage prepaid, by first class mail to the address of such Bondholders contained in the Bond Register.

Governing Law. The Resolution is governed by and construed in accordance with the law of the State of New York.

Resolution of Conflicts Between Documents. In the event of a conflict between the provisions of the Resolution and any Series Resolution or Supplemental Resolution, the provisions of the Series Resolution or Supplemental Resolution will control.

Payment on Business Days. In the event that the date of payment of any amount due under the Resolution is not a Business Day, then such payment will be made on the next succeeding Business Day with the same force and effect as if made on the scheduled date of payment without the accrual of any additional interest.

Below is a summary of certain provisions contained in the Series 2014B Resolution (together with the Multi-Mode Annex thereto). Please see the Series 2014B Resolution (together with the Multi-Mode Annex thereto), for a full and complete statement of the provisions contained therein.

Creation of Bond Purchase Fund. (a) The Series 2014B Resolution creates and establishes the “Series 2014B1 Bond Purchase Fund” and the “Series 2014B2 Bond Purchase Fund” to be held in trust with the Paying Agent. The Owners of tendered Series 2014B Bonds shall be restricted exclusively to the moneys held in such fund for the satisfaction of any claim for the Purchase Price of such tendered Series 2014B Bonds. Neither the Institution nor the Trust shall have any right, title or interest in any of the funds held on deposit in the Bond Purchase Fund nor any remarketing proceeds held for any period of time by the Remarketing Agent.

(b) The Series 2014B Resolution creates the following Accounts of each of the Bond Purchase Funds: The “Series 2014B1 Remarketing Proceeds Account,” “Series 2014B2 Remarketing Proceeds Account,” the “Series 2014B1 Institution Purchase Account” and the “Series 2014B2 Institution Purchase Account,” as applicable. Moneys paid to the Paying Agent for the purchase of tendered or deemed tendered Series 2014B Bonds received from (i) the Remarketing Agent shall be deposited in the Remarketing Proceeds Account and (ii) the Institution shall be deposited in the Institution Purchase Account. Moneys provided by the Institution not required to be used in connection with the purchase of tendered Series 2014B Bonds shall be returned to the party so providing such moneys. Funds held in the Series 2014B Bond Purchase Fund shall not be used to rebate any amounts required to be rebated to the Treasury Department of the United States of America.

(c) The Series 2014B Bond Purchase Fund is and will remain with the Paying Agent, who shall be a corporate trust department of a federal depository institution or state chartered depository institution which in either case has corporate trust powers and is acting in a fiduciary capacity.

Disbursements. Moneys delivered to the Paying Agent on a Purchase Date shall be applied on such Purchase Date as follows in the indicated order of application and, to the extent not so applied on such date,

shall be held in the separate and segregated accounts of the Bond Purchase Fund for the benefit of the owners of the purchased Bonds which were to have been purchased:

FIRST: Moneys deposited in the Remarketing Proceeds Account.

SECOND: Moneys deposited in the Liquidity Facility Payments Account (if applicable).

THIRD: Moneys deposited in the Institution Purchase Account.

As provided in the Multi-Mode Annex, any such moneys held by the Paying Agent remaining unclaimed by the owners of the Purchased Bonds which were to have been purchased for two (2) years after the respective Purchase Date for such Series 2014B Bonds shall be paid, upon the written request thereof by the Paying Agent, the Liquidity Facility Issuer or the Institution, respectively (i) to the Paying Agent the moneys remaining in the Remarketing Proceeds Account to be held in trust for the benefit of Series 2014B Bond owners who have tendered their Series 2014B Bonds for purchase, (ii) to the Liquidity Facility Issuer, the moneys remaining in the Liquidity Facility Payments Account and (iii) to the Institution, the moneys remaining in the Institution Purchase Account, against written receipt therefor. The owners of Purchased Bonds who have not yet claimed money in respect of such Series 2014B Bonds shall thereafter be entitled to look only to the Paying Agent, to the extent it shall hold moneys on deposit in the Bond Purchase Fund or the Institution to the extent moneys have been transferred in accordance with this section. The Institution shall not be liable for any interest thereon and shall not be regarded as a trustee for such moneys.

APPENDIX E

SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT

[THIS PAGE INTENTIONALLY LEFT BLANK]

SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT

The descriptions contained herein do not purport to be complete, and reference should be made to the Loan Agreement for a complete statement of its provisions.

Assignment. Under the Loan Agreement, the Institution consents to and authorizes the assignment, transfer or pledge by the Trust to the Trustee for the benefits of the Bondholders and each Liquidity Facility Issuer, if any, as their interests may appear, of the Trust's rights to receive the payments required to be made pursuant to paragraphs (ii), (iii), (iv), (v), (vi) and (vii) or found under subdivision (a) under the heading "Payment for the Bonds" below, the obligations and other securities delivered pursuant to subdivision (a) found under the heading "Payment for the Bonds" below, the security interests that hereafter may be granted by the Institution, and all funds and accounts established by the Resolution (other than the Rebate Fund and the Bond Purchase Fund) and pledged under the Resolution, in each case, to secure any payment or the performance of any obligation of the Institution under the Loan Agreement or arising out of the transactions contemplated thereby whether or not the right to enforce such payment or performance will be specifically assigned by the Trust to the Trustee (for the benefit of the Bondholders and the Liquidity Facility Issuer, if any, as their interest may appear). The Institution further agrees that the Trust may pledge and assign to the Trustee (for the benefit of the Bondholders and the Liquidity Facility Issuer, if any, as their interest may appear) any and all of the Trust's rights and remedies under the Loan Agreement. Upon any pledge and assignment by the Trust to the Trustee authorized by this paragraph, the Trustee will be fully vested with all of the rights of the Trust so assigned and pledged and may thereafter exercise or enforce, by any remedy provided thereby or by law, any of such rights directly in its own name. Any such pledge and assignment will be limited to securing the Institution's obligation to make all payments required thereby and to performing all other obligations required to be performed by the Institution under the Loan Agreement. Any pledge made or security interest granted by the Loan Agreement will not, by operation of law or otherwise, result in cancellation or termination thereof of the obligations of the Institution under the Loan Agreement.

Covenants. The Institution makes certain representations in the Loan Agreement for the benefit of the Trust as to its authority to enter into and perform its obligations under certain agreements, its operation, qualification and maintenance of existence as a participating cultural institution under the Act, its tax-exempt status, and its charitable purposes, among other matters. The Institution covenants in the Loan Agreement with the Trust as to the maintenance of its tax-exempt status, charitable purposes, its rights to its properties and the provision of certain financial statements and notices, among other matters. The Institution also covenants that:

- (i) It will at all times procure and maintain or cause to be procured and maintained such insurance on the Project as a prudent person owning property similar to the Project would customarily obtain at the time; and
- (ii) It will apply all cash and investment type property as defined in the Code received in the future, that are delivered from pledges or other contributions to the Institution the use of which is restricted to costs of the Project or debt service in accordance with the provisions of the Tax Certificate and Agreement and the Resolution.

Payment for the Bonds. (a) The Institution unconditionally agrees to pay, subject to certain permitted credits under the Loan Agreement, directly to the Trustee, from any moneys legally available to it, the following amounts which payments will constitute "Loan Payments":

- (i) To the Rebate Fund, upon at least five (5) Business Days' notice, such amounts as are required to be paid by the Institution into the Rebate Fund pursuant to the Resolution and the Tax Certificate and Agreement;

(ii) To the Debt Service Fund, at least three (3) Business Days prior to the Interest Payment Date, the amount of interest due on all Bonds on such Interest Payment Date, (for purposes of calculating the amount of interest on Bonds bearing interest from the date of such deposit to the Interest Payment Date if such interest rate cannot then be known, the rate of interest will be assumed to be the interest rate in effect on such date of deposit plus one percent per annum);

(iii) To the Debt Service Fund, at least three (3) Business Days prior to each principal or Sinking Fund Installment payment date, an amount equal to the principal or Sinking Fund Installment due on the Bonds on such principal or Sinking Fund Installment payment date;

(iv) To the Redemption Fund on or prior to the date on which Bonds are to be redeemed pursuant to the Resolution, an amount equal to the principal of and interest and premium, if any, on such Bonds payable upon such redemption;

(v) Promptly upon demand (but in no event sooner than one (1) Business Day following such demand) by an Authorized Officer of the Trust or the Trustee, all amounts required to be paid by the Institution pursuant to an acceleration of payments owed by the Institution to the Trust as provided in the Loan Agreement;

(vi) Upon three (3) Business Days' notice, any other amounts that, from time to time, may be required to enable the Trust to pay amounts to the Trustee pursuant to the Resolution equal to the principal or purchase price of, premium, if any, and interest on any Bonds at any time such principal, purchase price, premium or interest is due and payable pursuant to the Resolution;

(vii) To the Debt Service Fund for the payment of principal then due or the Sinking Fund Installment, if any, then due on Bonds or to the Redemption Fund at the election of the Institution, all amounts received from pledges, gifts, grants or donations restricted to the Project, other than amounts used to pay costs of the Project pursuant to the Loan Agreement, or as otherwise permitted by the Loan Agreement; and

(viii) To the Liquidity Facility Issuer, all amounts due under the Liquidity Facility, if any.

(b) Notwithstanding any provisions of the Loan Agreement or the Resolution to the contrary (except as otherwise specifically provided for in the Loan Agreement), (i) all moneys paid pursuant to the Loan Agreement by the Institution to the Trustee, or credited against the obligations of the Institution as provided in clause (ii) below, are made in satisfaction of the Institution's indebtedness to the Trust to the extent of such payment or credit and (ii) investment earnings on moneys held in the Debt Service Fund or the Redemption Fund, to the extent credited to the account or Fund in which such moneys are held or transferred to any other of such accounts or Funds in accordance with the applicable provisions of the Loan Agreement or the Resolution, are credited, to the extent available to pay principal, premium, if any, or interest on the Bonds, against the obligations of the Institution under the Loan Agreement to make such payments.

To the extent that the Trustee has withdrawn funds from the Debt Service Fund, the Redemption Fund or the Development Fund to provide a sufficient deposit to the Rebate Fund, when due, under the Resolution, the Institution will be obligated under the Loan Agreement to promptly replenish any or all of such Funds to the extent of the amounts which were withdrawn for such payment; provided, however, that the Institution is not obligated to replenish funds withdrawn from the Debt Service Fund to the extent the funds subject to such withdrawal were in excess of the amount required to be on deposit in the Debt Service Fund on the date of such withdrawal.

The Institution shall have no further obligation to make any Loan Payments (except for payments required to be made to the Rebate Fund pursuant to the terms of the Loan Agreement and of the Resolution) with respect to any Series of Bonds to the Trust during the term of the Loan Agreement when and so long as

the amount of cash and Defeasance Obligations that has remained on deposit in the Debt Service Fund and the Redemption Fund for such Series of Bonds is sufficient to pay such Series of Bonds and all amounts payable or that may become payable to the Liquidity Facility Issuer, if any, by the Institution as provided in the Resolution.

Additional Payments. The Institution unconditionally agrees to make certain payments and indemnifications specified in the Loan Agreement to the Trustee, the Paying Agent and the Trust from any moneys legally available to it.

Obligation to Pay Purchase Price. The Institution unconditionally agrees to pay or cause to be paid directly to the Paying Agent, from any monies legally available to it, the Purchase Price of the Bonds, pursuant to the provisions of the Multi-Mode Annex and the Series Resolution, on the respective Purchase Dates, in immediately available funds, but only to the extent that proceeds for the purchase of such Bonds so tendered are not available, either from the remarketing effort conducted by the Remarketing Agent on the respective Purchase Dates at the time specified in the relevant provisions of the Series Resolution. The obligations of the Institution under this paragraph will inure to the benefit of the Bondholders.

General Provisions.

(a) After all the Bonds have been retired and all interest and applicable premiums, if any, due thereon have been paid or provision for such retirement and payment has been made in accordance with the provisions of the Resolution and the Institution has performed all its other obligations under the Loan Agreement and under the Resolution, and any fees and miscellaneous expenses (including reasonable attorneys' fees and expenses) of each of the Trustee, the Paying Agent, any Auction Agent, any Broker Dealer, any Remarketing Agent, the Liquidity Facility Issuer, if any, and the Trust required to be paid by the Institution, have been paid or provided for, any excess moneys in the Funds established under the Resolution will be paid, from whatever source derived: first, to the Rebate Fund to pay any rebate amounts due and owing; and, second, to the Liquidity Facility Issuer, to the extent any amount remains owing to it, and, third, to the order of the Institution as an adjustment of Loan Payments and Additional Payments. This paragraph will survive the termination or expiration of the Loan Agreement for any reason.

(b) The obligation of the Institution to make payments required under the Loan Agreement are absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim or deduction and without any rights of suspension, deferment, diminution or reduction the Institution might otherwise have against the Trust, the Trustee, any Paying Agent, any Liquidity Facility Issuer, any Remarketing Agent, any Broker-Dealer, any Auction Agent, or any purchaser or the holder of any Bond. Until such time as no Bonds are deemed Outstanding and all other payment obligations of the Institution under the Loan Agreement have been satisfied, the Institution will not suspend or discontinue any such payment (except to the extent that the same has been prepaid) or terminate the Loan Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute an eviction or constructive eviction, failure of consideration, failure of title, or commercial frustration of purpose, or any damage to or destruction of the Project, or the taking by eminent domain of title to or the right of temporary use of all or any part of the Project, or any change in the tax or other laws of the United States, the State or any political subdivision of either thereof, or any failure of the Trust to perform and observe any agreement or covenant, whether express or implied, or any duty, liability or obligation arising out of or connected with the Loan Agreement and the Institution waives all rights now or hereafter conferred by statute or otherwise to grant, terminate, or surrender the Loan Agreement, or any part thereof except as provided in the Loan Agreement or to any abatement, suspension, deferment, diminution or reduction in the payments under the Loan Agreement. Except to the extent provided in the first and second sentences of this paragraph, nothing contained herein will be construed to prevent or restrict the Institution from asserting any rights which it may have against the Trust under the Loan Agreement or under any provision of law.

(c) As security for the payment of the Purchase Price of Bonds tendered and not remarketed, the Institution may, to the extent it deems releasing and desirable, simultaneously with the issuance and delivery of such Series of Bonds, arrange for the delivery of a Liquidity Facility with respect to such Series of Bonds to the Trustee.

Effectuation of the Project. The Project will be effectuated in accordance in all material respects with all applicable laws and regulations of governmental authorities having jurisdiction over the Project. The Institution will diligently pursue construction and completion of the Project, delays incidental only to causes beyond the reasonable control of the Institution excepted.

Events of Default. Any one or more of the following events will constitute an “Event of Default” under the Loan Agreement:

(a) Failure to pay any Loan Payment or any payment described in paragraph (a) under the heading “*Payment for the Bonds*” and under the heading “*Obligation to Pay Purchase Price*” when due and payable and such failure will continue for three (3) Business Days;

(b) Failure to pay any amount (except the obligation to make Loan Payments or any payment described under paragraph (a) under the heading “*Payment for the Bonds*” or any payment under the heading “*Obligation to Pay Purchase Price*”) that has become due and payable under the Loan Agreement, and such failure will continue for thirty (30) days after notice thereof from the Trust or the Trustee to the Institution;

(c) Failure of the Institution, in any material respect, to observe and perform any covenant, condition or agreement under the Loan Agreement on its part to be performed (except as specifically set forth in the Loan Agreement) and continuance of such failure for a period of thirty (30) days after notice thereof is given by the Trust, the Liquidity Facility Issuer, if any, or the Trustee to the Institution; provided that if such failure, cannot be cured within such thirty (30) day period, it will not constitute an Event of Default for a period not to exceed an additional sixty (60) days if the Institution commences corrective action during such thirty (30) day period and diligently pursues such cure of such failure;

(d) The Institution (i) applies for or consents to the appointment of or the taking of possession by a receiver, liquidator, custodian or trustee of itself or of all or a substantial part of its property, (ii) admits in writing its inability, or be generally unable, to pay its debts as such debts become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against itself in an involuntary case under such Bankruptcy Code or (vii) takes any action for the purpose of effecting any of the foregoing;

(e) A proceeding or case is commenced, without the application or consent of the Institution, in any court of competent jurisdiction, seeking (i) liquidation, reorganization, dissolution, winding-up or composition or adjustment of debts, (ii) the appointment of a trustee, receiver, liquidator, custodian or the like of the Institution or of all or any substantial part of its assets, or (iii) similar relief under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and such proceeding or case will continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing are entered and continue unstayed and in effect, for a period of ninety (90) days; or any final nonappealable order for relief against the Institution is entered in an involuntary case under such Federal Bankruptcy Code;

(f) A final nonappealable judgment or order for the payment of money in excess of \$1,000,000 and that is not fully covered by insurance is rendered against the Institution and the same remains undischarged

for a period of sixty (60) consecutive days during which execution has not been effectively stayed or in the case of an applicable judgment, the Institution shall fail to deliver a bond satisfactory to the Trust;

(g) Any representation or warranty made by the Institution (i) in any document or statement submitted to the Trust by the Institution, or prepared on its behalf, for approval of the Project, or (ii) in the Loan Agreement or (iii) in any written report, certificate, financial statement or other instrument furnished in writing pursuant to the Loan Agreement or any of the foregoing proves to have been false when made and continues to be misleading or incorrect in any material respect;

(h) The Charter of the Institution is repealed, suspended or revoked for more than 90 days;

(i) An “Event of Default” under the Resolution occurs and is continuing;

(j) An “Event of Default” under the Indemnification Agreement occurs and is continuing and the Trust gives notice of such event to the Trustee; or

(k) A default after any applicable grace period in the payment of the principal of, or interest on, any of its Debts, which Debt is in a principal amount in excess of \$1,000,000.

Remedies on Default. Whenever any Event of Default under the Loan Agreement has occurred and is continuing, the Trust, or the Trustee where so provided, may take any one or more of the following remedial steps:

(a) The Trustee may cause all Loan Payments payable under the heading “*Payment for the Bonds*” for the remainder of the term of the Loan Agreement to be immediately due and payable, whereupon the same, together with any accrued interest thereon, will become immediately due and payable;

(b) The Trustee may withhold any payments, advances or reimbursement from the Development Fund including, but not limited to, bond proceeds to which the Institution may otherwise be entitled under the Loan Agreement and apply any such proceeds or moneys in the Development Fund for such purposes as are authorized by the Resolution;

(c) The Trust may withhold any or all further performance under the Loan Agreement;

(d) The Trust may take whatever action at law or in equity as may appear necessary or desirable to collect the Loan Payments and Additional Payments then due and thereafter to become due and thereafter to become due, or to enforce performance or observance of any obligations, agreements or covenants of the Institution under the Loan Agreement;

(e) The Trustee may take any action permitted under the Resolution with respect to an Event of Default thereunder including any action to realize its security thereunder; and

(f) The Trust may proceed to enforce the Trust’s rights by an action for damages, injunction or specific performance.

All rights and remedies given or granted to the Trust or the Trustee (for the benefit of the Bondholders and the Liquidity Facility Issuer, if any, as their interest may appear) are cumulative, non-exclusive and in addition to any and all rights and remedies that the Trust may have or may be given by reason of any law, statute, ordinance or otherwise. No failure to exercise or delay in exercising any remedy will effect a waiver of the Trust’s rights to later exercise such remedy.

No action taken (including by operation of law or otherwise), except as expressly provided in the Loan Agreement, will relieve the Institution from its obligations under the Loan Agreement, all of which will survive any such action.

Waiver and Non-Waiver. No delay or omission of the Trustee, of any holder of Bonds for such Bonds or the Liquidity Facility Issuer, if any, to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver of any such default or an acquiescence therein and each and every power and remedy given by the Loan Agreement to the Trust, the Trustee, the holders of such Bonds or to any Liquidity Facility Issuer may be exercised from time to time and as often as may be deemed expedient.

The Trustee may, and upon written request of the holders of not less than a majority of the aggregate principal amount of such Bonds Outstanding will, waive any default or any Event of Default before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of the Resolution or before the completion of the enforcement of any other remedy under the Resolution; provided, however, that no such waiver will extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon; provided further, any such waiver may be for any period of time as may be specified.

Notwithstanding the foregoing, the provisions regarding any payments to be made to the Trust in the Loan Agreement or the requirements contained therein may only be waived with the prior written consent of the Trust.

Tax Covenants. The Institution covenants that it will not take any action or inaction, nor fail to take any action or permit any action to be taken, if any such action or inaction would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the Institution covenants that it will comply with the instructions and requirements of the Tax Certificate and Agreement. The Institution will, on a timely basis, provide the Trust with all necessary information and, with respect to the Institution's Rebate Requirement or Yield Reduction Payments (as defined in the Tax Certificate and Agreement) required to be paid, all necessary funds, in addition to any funds that are then available for such purpose in the Rebate Fund, to enable the Trust to comply with all arbitrage and rebate requirements of the Code as identified in the Resolution when due.

Such covenant will survive the defeasance or payment in full of any and all Bonds.

Assignment. The Loan Agreement may not be assigned in whole or in part by the Institution without the prior written consent of the Trust and the Liquidity Facility Issuer, if any.

Amendment. The Loan Agreement may be amended by the Institution and the Trust so long as, in the reasonable judgment of the Trustee, any such amendment is not materially prejudicial to the interests of the Bondholders. During the time that there are any Bonds Outstanding, any such amendment will be filed with the Trustee.

Governing Law. The Loan Agreement is governed by and construed in accordance with the laws of the State of New York.

Corporate Obligation. Any other provision of the Loan Agreement, or of any other document delivered pursuant to or otherwise in connection with the Loan Agreement, to the contrary notwithstanding, all covenants, stipulations, obligations and agreements of the Institution contained in or arising under the Loan Agreement or any such document: (i) shall be deemed to be corporate covenants, stipulations, obligations and agreements of the Institution that are payable, to the extent constituting payment obligations, solely from unrestricted assets of the Institution; and (ii) shall not be deemed to be covenants, stipulations, obligations and agreements of any member of the Board, of any of the Authorized Officers or of any other Institution

employee acting under any of their direction, in his or her individual capacity, and no such person shall be subject to any personal liability or accountability by reason of the execution and delivery of the Loan Agreement or of any other such document or by reason of any action taken by him or her in the good faith discharge of his or her duties in any such capacity.

[THIS PAGE INTENTIONALLY LEFT BLANK]

FORM OF OPINION OF BOND COUNSEL

[THIS PAGE INTENTIONALLY LEFT BLANK]

June 5, 2014

The Trust for Cultural Resources
of The City of New York

Re: The Trust for Cultural Resources of The City of New York
Refunding Revenue Bonds, Series 2014A, Series 2014B1 and Series 2014B2
(American Museum of Natural History)

(Final Opinion)

Ladies and Gentlemen:

We have acted as bond counsel to The Trust for Cultural Resources of The City of New York (the “Trust”) in connection with the Trust’s issuance of \$49,775,000 aggregate principal amount of The Trust for Cultural Resources of The City of New York Refunding Revenue Bonds, Series 2014A (American Museum of Natural History), \$50,225,000 aggregate principal amount of The Trust for Cultural Resources of The City of New York Refunding Revenue Bonds, Series 2014B1 (American Museum of Natural History) and \$49,490,000 aggregate principal amount of The Trust for Cultural Resources of The City of New York Refunding Revenue Bonds, Series 2014B2 (American Museum of Natural History) (collectively, the “Bonds”), issued pursuant to the provisions of the New York State Cultural Resources Act and The Trust for Cultural Resources of The City of New York Act, said acts being Articles 20 and 21 of Title E of the Arts and Cultural Affairs Law of the State of New York; a Revenue Bond Resolution (American Museum of Natural History) adopted by the Board of Trustees of the Trust on April 22, 2008, a Series 2014A Resolution and a Series 2014B Resolution, each adopted by the Board of Trustees of the Trust on May 6, 2014, and the corresponding Series 2014 Certificates, dated as of May 22, 2014 and May 29, 2014 and delivered on June 5, 2014 (collectively, the “Resolution”). The Bonds are being issued for the purpose of making a loan of the proceeds thereof to the American Museum of Natural History (the “Museum”) pursuant to a Loan Agreement, dated as of June 1, 2008, as amended (the “Loan Agreement”), between the Trust and the Museum, for the purpose of refunding certain outstanding bonds issued by the Trust for the benefit of the Museum. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

In such connection, we have reviewed the Resolution; the Loan Agreement; opinions of counsel to the Trust, the Museum, and The Bank of New York Mellon, as trustee and paying agent (the “Trustee”); the Tax Certificate and Agreement, dated the date hereof (the “Tax Certificate”), among the Trust, the Museum and the Trustee; certificates of the Trust, the Trustee, the Museum and others; and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

We have relied on the opinion of Gerald R. Singer, Esq., General Counsel to the Museum, regarding, among other matters, the current qualification of the Museum as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”) and the use of the facilities financed or refinanced with the proceeds of the Bonds in activities that are not considered unrelated trade or business activities of the Museum within the meaning of Section 513 of the Code. We note that such opinion is subject to a number of qualifications and limitations. Failure of the Museum to be organized and operated in accordance with the Internal Revenue Service’s requirements for the maintenance of its status as an organization described in Section 501(c)(3) of the Code, or use of the bond-financed facilities in activities that are considered unrelated

trade or business activities of the Museum within the meaning of Section 513 of the Code, may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of issuance of the Bonds.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. Accordingly, this opinion speaks only as of its date and is not intended to, and may not, be relied upon in connection with any such actions, events or matters. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Trust. We have assumed without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions referred to in the second and third paragraphs hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Resolution, the Loan Agreement and the Tax Certificate, including (without limitation) covenants and agreements compliance with which is necessary to assure that future actions, omissions or events will not cause interest on the Bonds to be included in gross income for federal income tax purposes. We call attention to the fact that the rights and obligations under the Bonds, the Resolution, the Loan Agreement and the Tax Certificate and their enforceability may be subject to bankruptcy, insolvency, receivership, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases. We express no opinion with respect to any indemnification, contribution, penalty, right of set off, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the foregoing documents, nor do we express any opinion with respect to the state or quality of title to or interest in any of the real or personal property described in or subject to the lien of the Resolution or the Loan Agreement or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such property. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no opinion with respect thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds constitute the valid and binding limited obligations of the Trust.
2. The Resolution has been duly adopted by, and constitutes the valid and binding obligation of, the Trust. The Resolution creates a valid pledge, to secure the payment of the principal of and interest on the Bonds, of the Revenues and any other amounts (including proceeds of the sale of the Bonds) held by the Trustee in any fund or account established pursuant to the Resolution, except the Rebate Fund, subject to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution.
3. The Loan Agreement has been duly executed and delivered by, and, assuming the due authorization, execution and delivery thereof by the Museum, constitutes a valid and binding agreement of, the Trust.
4. The Bonds are not a lien or charge upon the funds or property of the Trust except to the extent of the aforementioned pledge and assignment. Neither the faith and credit nor the taxing power of the State of New York or of any political subdivision thereof (including The City of New York) is pledged to the payment of the principal of or interest on the Bonds. The Bonds are not a debt of the State of New York or The City of New York, and neither said State nor said City is liable for the payment thereof.

5. Interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. Interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although we observe that it is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Interest on the Bonds is exempt from personal income taxes imposed by the laws of the State of New York or any political subdivision thereof (including The City of New York). We express no opinion regarding other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

Very truly yours,

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX G

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

[THIS PAGE INTENTIONALLY LEFT BLANK]

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Agreement”), dated as of June 5, 2014, by and between the American Museum of Natural History (the “Museum”) and The Bank of New York Mellon, as trustee (the “Trustee”) under the Revenue Bond Resolution (American Museum of Natural History) (the “General Resolution”), adopted by The Trust for Cultural Resources of The City of New York (the “Issuer”) on April 22, 2008, as supplemented by a Series 2014A Resolution, a Series 2014B Resolution and a Series 2014C Resolution, each adopted by the Issuer on May 6, 2014 (the “Series Resolution”, and collectively with the General Resolution, the “Resolution”), is executed and delivered in connection with the issuance of the Issuer’s \$49,775,000 principal amount of Refunding Revenue Bonds, Series 2014A (American Museum of Natural History), \$50,225,000 principal amount of Refunding Revenue Bonds, Series 2014B1 (American Museum of Natural History) and \$49,490,000 principal amount of Refunding Revenue Bonds, Series 2014B2 (American Museum of Natural History), (collectively, the “Bonds”). The proceeds of the Bonds are being loaned by the Issuer to the Museum pursuant to a Loan Agreement, dated as of June 1, 2008, as amended, between the Issuer and the Museum (the “Loan Agreement”). Capitalized terms used in this Agreement which are not otherwise defined in the Resolution shall have the respective meanings specified in Article IV hereof. Pursuant to Section 3.02 of the Loan Agreement, the parties agree as follows:

ARTICLE I The Undertaking

Section 1.1. *Purpose; No Issuer Responsibility or Liability.* This Agreement shall constitute a written undertaking for the benefit of the holders of the Bonds, and is being executed and delivered solely to assist the Underwriter in complying with subsection (b)(5) of the Rule. The Museum and the Trustee acknowledge that the Issuer has undertaken no responsibility, and shall not be required to undertake any responsibility, with respect to any reports, notices or disclosures required by or provided pursuant to this Agreement, and shall have no liability to any person, including any holder of the Bonds, with respect to any such reports, notices or disclosures.

Section 1.2. *Annual Financial Information.* (a) the Museum shall provide, or shall cause the Dissemination Agent to provide, Annual Financial Information with respect to each fiscal year of the Museum, commencing with fiscal year ending June 30, 2014, by no later than six months after the end of the respective fiscal year, to the MSRB. The Trustee shall provide notice in writing to the Museum that such Annual Financial Information is required to be provided by such date, at least 45 days but not more than 60 days in advance of such date.

(b) The Museum shall provide, or shall cause the Dissemination Agent to provide, in a timely manner, notice of any failure of the Museum to provide the Annual Financial Information by the date specified in subsection (a) above to the MSRB.

Section 1.3. *Audited Financial Statements.* If not provided as part of Annual Financial Information by the date required by Section 1.2(a) hereof, the Museum shall provide, or shall cause the Dissemination Agent to provide, Audited Financial Statements, when and if available, to the MSRB.

Section 1.4. *Notice Events.* (a) If a Notice Event occurs, the Museum shall provide, or shall cause the Dissemination Agent to provide, in a timely manner not in excess of ten (10) business days of the occurrence of such Notice Event, notice of such Notice Event to (i) the MSRB and (ii) the Trustee.

(b) Any notice of a defeasance of Bonds shall state whether the Bonds have been escrowed to maturity or to an earlier redemption date and the timing of such maturity or redemption.

(c) The Trustee shall promptly advise the Museum and the Issuer whenever, in the course of performing its duties as Trustee under the Resolution, the Trustee has actual notice of an occurrence which, if material, would require the Museum to provide notice of a Notice Event hereunder; provided, however, that the failure of the Trustee so to advise the Museum or the Issuer shall not constitute a breach by the Trustee of any of its duties and responsibilities under this Agreement or the Resolution.

(d) Each Notice Event notice relating to the Bonds shall include the CUSIP numbers of the Bonds to which such Notice Event relates or, if the Notice Event relates to all bond issues of the Issuer including the Bonds, such Notice Event notice need only include the CUSIP number of the Issuer.

Section 1.5. *Additional Disclosure Obligations.* The Museum acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Museum, and that, under some circumstances, compliance with the terms of this Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Museum under such laws.

Section 1.6. *Additional Information.* Nothing in this Agreement shall be deemed to prevent the Museum from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information or notice of Notice Event hereunder, in addition to that which is required by this Agreement. If the Museum chooses to include any information in any Annual Financial Information or notice of Notice Event in addition to that which is specifically required by this Agreement, the Museum shall have no obligation under this Agreement to update such information or include it in any future Annual Financial Information or notice of Notice Event hereunder.

Section 1.7. *No Previous Non-Compliance.* The Museum represents that it has never failed to comply in any material respect with any previous undertaking in a written contract or agreement specified in paragraph (b)(5)(i) of the Rule. However, as described in the Official Statement, certain information filings delivered to the trustee for the related bonds in accordance with two previous undertakings were not forwarded or timely forwarded to the applicable information repositories or were not filed with respect to all the relevant CUSIPs.

ARTICLE II *Operating Rules*

Section 2.1. *Reference to Other Filed Documents.* It shall be sufficient for purposes of Section 1.2 hereof if the Museum provides or causes to be provided Annual Financial Information (but not notices of Notice Events) by specific reference to documents (i) available to the public on the MSRB Internet Web site (currently, www.emma.msrb.org) or (ii) filed with the SEC.

Section 2.2. *Submission of Information.* Annual Financial Information may be provided in one document or multiple documents, and at one time or in part from time to time.

Section 2.3. *Dissemination Agents.* The Museum may from time to time designate an agent to act on its behalf in providing or filing notices, documents and information as required of the Museum under this Agreement, and revoke or modify any such designation.

Section 2.4. *Transmission of Information and Notices.* Unless otherwise required by the MSRB, all notices, documents and information provided to the MSRB shall be provided to the MSRB's Electronic Municipal Markets Access (EMMA) system, the current Internet Web address of which is www.emma.msrb.org. All notices, documents and information provided to the MSRB shall be provided in an

electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

Section 2.5. *Fiscal Year.* Annual Financial Information shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Museum's current fiscal year is July 1–June 30, and the Museum shall promptly notify (i) the MSRB and (ii) the Trustee in writing of each change in its fiscal year.

ARTICLE III

Effective Date, Termination, Amendment and Enforcement

Section 3.1. *Effective Date; Termination.* (a) This Agreement shall be effective upon the issuance of the Bonds.

(b) If the obligations of the Museum under the Loan Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Agreement in the same manner as if it were the Museum, and thereupon the Museum shall have no further responsibility hereunder.

(c) The obligations of the Museum and the Trustee under this Agreement shall terminate upon a legal defeasance, prior redemption or payment in full of all of the Bonds.

(d) This Agreement, or any provision hereof, shall be null and void in the event that the Issuer (1) delivers to the Trustee an opinion of Counsel, addressed to the Issuer and the Trustee, to the effect that those portions of the Rule which require this Agreement, or such provision, as the case may be, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, or otherwise, as shall be specified in such opinion, and (2) delivers copies of such opinion to the MSRB.

Section 3.2. *Amendment.* (a) This Agreement may be amended, by written agreement of the parties, without the consent of the holders of the Bonds (except to the extent required under clause (4)(ii) below), if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Museum or the type of business conducted thereby, (2) this Agreement as so amended would have complied with the requirements of the Rule as of the date of this Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) the Museum shall have delivered to the Trustee an opinion of Counsel, addressed to the Museum, the Issuer and the Trustee, to the same effect as set forth in clause (2) above, (4) either (i) the Museum shall have delivered to the Trustee an opinion of Counsel or a determination by a person unaffiliated with the Issuer or the Museum (such as bond counsel or the Trustee) and acceptable to the Museum, addressed to the Museum, the Issuer and the Trustee, to the effect that the amendment does not materially impair the interests of the holders of the Bonds or (ii) the holders of the Bonds consent to the amendment to this Agreement pursuant to the same procedures as are required for amendments to the Resolution with the consent of holders of the Bonds pursuant to Section 9.03 of the General Resolution as in effect at the time of the Amendment, and (5) the Museum shall have delivered copies of such opinion(s) and amendment to the MSRB.

(b) In addition to subsection (a) above, this Agreement may be amended, by written agreement of the parties, without the consent of the holders of the Bonds, if all of the following conditions are satisfied: (1) an amendment to the Rule is adopted, or a new or modified official interpretation of the Rule is issued, after the effective date of this Agreement which is applicable to this Agreement, (2) the Museum shall have delivered to the Trustee an opinion of Counsel, addressed to the Museum, the Issuer and the Trustee, to the effect that performance by the Museum and the Trustee under this Agreement as so amended will not result in

a violation of the Rule and (3) the Museum shall have delivered copies of such opinion and amendment to the MSRB.

(c) In addition to subsections (a) and (b) above, this Agreement may be amended by written agreement of the parties, without the consent of the holders of the Bonds, if all of the following conditions are satisfied: (1) the Museum shall have delivered to the Trustee an opinion of Counsel, addressed to the Museum, the Issuer and the Trustee, to the effect that the amendment is permitted by rule, order or other official pronouncement, or is consistent with any interpretive advice or no-action positions of staff, of the SEC, and (2) the Trustee shall have delivered copies of such opinion and amendment to the MSRB.

(d) To the extent any amendment to this Agreement results in a change in the type of financial information or operating data provided pursuant to this Agreement, the first Annual Financial Information provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

(e) If an amendment is made pursuant to Section 3.2(a) hereof to the accounting principles to be followed by the Museum in preparing financial statements, the Annual Financial Information for the fiscal year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative and, to the extent reasonably feasible, quantitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

Section 3.3. *Benefit; Third-Party Beneficiaries; Enforcement.* (a) The provisions of this Agreement shall constitute a contract with and inure solely to the benefit of the holders from time to time of the Bonds, except that (i) beneficial owners of Bonds shall be third-party beneficiaries of this Agreement and (ii) the Issuer shall be deemed to be a third party beneficiary of this Agreement and shall be entitled to enforce the rights of the Trustee under this Agreement to the extent the Trustee shall fail or refuse or shall be unable to take any enforcement action hereunder. The provisions of this Agreement shall create no rights in any person or entity except as provided in this subsection (a) and in subsection (b) of this Section.

(b) The obligations of the Museum to comply with the provisions of this Agreement shall be enforceable: (i) in the case of enforcement of obligations to provide financial statements, financial information, operating data and notices, by any holder of Outstanding Bonds, or by the Trustee on behalf of the holders of Outstanding Bonds; or (ii), in the case of challenges to the adequacy of the financial statements, financial information and operating data so provided, by the Trustee on behalf of the holders of Outstanding Bonds; provided, however, that the Trustee shall not be required to take any enforcement action except at the direction of the Issuer (but the Issuer shall have no obligation to take any such action), or the holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, who shall have provided the Trustee with adequate security and indemnity. The holders' and Trustee's rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the obligations of the Museum under this Agreement. In consideration of the third-party beneficiary status of beneficial owners of Bonds pursuant to subsection (a) of this Section, beneficial owners shall be deemed to be holders of Bonds for purposes of this subsection (b).

(c) Any failure by the Museum or the Trustee to perform in accordance with this Agreement shall not constitute a default or an "Event of Default" under the Resolution or the Loan Agreement, and the rights and remedies provided by the Resolution upon the occurrence of a default or an Event of Default shall not apply to any such failure.

(d) This Agreement shall be construed and interpreted in accordance with the laws of the State of New York, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State of New York, provided, however, that to the extent this Agreement addresses matters

of federal securities laws, including the Rule, this Agreement shall be construed in accordance with such federal securities laws and official interpretations thereof.

ARTICLE IV *Definitions*

Section 4.1. *Definitions.* The following terms used in this Agreement shall have the following respective meanings:

(1) “Annual Financial Information” means, collectively, (a) Audited Financial Statements, if available, or Unaudited Financial Statements of the Museum, (b) to the extent not provided in such Audited or Unaudited Financial Statements of the Museum, the financial and quantitative operating data of the Museum of the types included in the tables appearing in Appendix A to the Official Statement under the headings (i) “DISCUSSION AND ANALYSIS OF STATEMENT OF FINANCIAL POSITION”, (ii) “DISCUSSION OF UNRESTRICTED OPERATING AND NON-OPERATING ACTIVITIES”, (iii) “UNRESTRICTED OPERATING ACTIVITIES”, (iv) “UNRESTRICTED NON-OPERATING ACTIVITIES”, (v) “CONTRIBUTIONS AND GRANTS”, (vi) “SUPPORT FROM THE CITY OF NEW YORK”, (vii) “ATTENDANCE AND VISITOR CONTRIBUTIONS AND ADMISSIONS REVENUES”, (viii) “MEMBERSHIP REVENUES”, (ix) “AUXILIARY SERVICES REVENUES”, (x) “FACILITIES”, (xi) “LONG-TERM INVESTMENTS AND POOLED ENDOWMENT FUNDS”, (xii) “ENDOWMENT SPENDING POLICY”, (xiii) “OUTSTANDING DEBT”, (xiv) “LIQUIDITY AND MARKET ACCESS”, and (xv) “RETIREMENT PLANS”, and (c) the information regarding amendments to this Agreement required pursuant to Sections 3.2(c) and Sections 3.2 (d) of this Agreement.

The descriptions contained in clause (b) above of financial information and operating data constituting Annual Financial Information are of general categories of financial information and operating data. When such descriptions include information that no longer can be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided in lieu of such information. Any Annual Financial Information containing modified financial information or operating data shall explain, in narrative form, the reasons for the modification and the impact of the modification on the type of financial information or operating data being provided.

(2) “Audited Financial Statements” means the annual financial statements, if any, of the Museum, audited by such auditor as shall then be required or permitted by State law or the Resolution. Audited Financial Statements shall be prepared in accordance with GAAP; provided, however, that pursuant to Section 3.2(a) hereof, the Museum may from time to time, if required by federal or State legal requirements, modify the accounting principles to be followed in preparing its financial statements. The written notice of any such modification required by Section 3.2(a) hereof shall include a reference to the specific federal or State law or regulation describing such accounting principles or other description thereof.

(3) “Counsel” means any nationally recognized bond counsel or counsel expert in federal securities laws as they relate to municipal securities.

(4) “Dissemination Agent”, if any, means the person or firm, or any successor Dissemination Agent, designated in writing by the Museum pursuant to Section 2.3 of this Agreement and which has filed with the Museum and the Trustee a written acceptance of such designation.

(5) “GAAP” means generally accepted accounting principles in the United States of America as prescribed from time to time by the Financial Accounting Standards Board or any successor to the duties or responsibilities thereof.

(6) “MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, or any successor thereto or to the functions of the MSRB contemplated by this Agreement.

(7) “Notice Event” means any of the following events with respect to the Bonds, whether relating to the Museum or otherwise:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties¹;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties²;
- (v) substitution of credit or liquidity providers, or their failure to perform²;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of Bond holders, if material;
- (viii) optional, contingent or unscheduled bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Bonds³;
- (xi) rating changes
- (xii) bankruptcy, insolvency, receivership or similar event of the Issuer;

Note to clause (xii): For the purposes of the event identified in clause (xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;

(xiii) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and;

¹ No debt service reserve has been established to secure the Bonds.

² There is initially no credit enhancement or liquidity provider with respect to the Bonds.

³ No property secures the Bonds except as described in the Official Statement.

(xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(8) “Official Statement” means the “final official statement,” as defined in paragraph (f)(3) of the Rule.

(9) “Rule” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 CFR Part 240, §240.15c2-12), as in effect on the date of this Agreement, including any official interpretations thereof issued either before or after the effective date of this Agreement which are applicable to this Agreement.

(12) “SEC” means the United States Securities and Exchange Commission.

(13) “Unaudited Financial Statements” means the same as Audited Financial Statements, except that they shall not have been audited.

ARTICLE V *Miscellaneous*

Section 5.1. *Duties, Immunities and Liabilities of Trustee.* Article VI of the Resolution is hereby made applicable to this Agreement as if this Agreement were (solely for this purpose) contained in the Resolution. The Trustee shall have only such duties under this Agreement as are specifically set forth in this Agreement.

Section 5.2. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by their duly authorized representatives, all as of the date first above written.

THE AMERICAN MUSEUM OF NATURAL HISTORY

By: _____
An Authorized Representative

THE BANK OF NEW YORK MELLON, as Trustee

By: _____
An Authorized Representative

[THIS PAGE INTENTIONALLY LEFT BLANK]

[THIS PAGE INTENTIONALLY LEFT BLANK]



Printed by: ImageMaster, LLC
www.imagemaster.com