

NOT A NEW ISSUE

REMARKETING – BOOK-ENTRY ONLY

RATINGS: See “SECTION VIII: RATINGS” herein

Concurrently with the original issuance and delivery of the Series 2008D-1 Bonds, Sidley Austin LLP, New York, New York, Bond Counsel, delivered its opinion (the “Approving Opinion”) to the effect that as of the date of issuance of the Series 2008D-1 Bonds, assuming compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the “Code”), interest on the Series 2008D-1 Bonds would not be includable in the gross income of the Bondholders thereof for federal income tax purposes and such interest would not be a specific preference item for purposes of the federal individual or corporate alternative minimum tax. In the Approving Opinion, Sidley Austin LLP also delivered its opinion that interest on the Series 2008D-1 Bonds is exempt from personal income taxes imposed by the State of New York or any political subdivision thereof, including The City of New York. The Approving Opinion has not been updated or reissued in connection with the substitution of the Liquidity Facility and the remarketing of the Series 2008D-1 Bonds. On November 21, 2012, the Substitution Date, Sidley Austin LLP, Bond Counsel, will deliver an opinion to the effect that the substitution of the Liquidity Facility will not in and of itself impair the exclusion of interest on the Series 2008D-1 Bonds from gross income for purposes of federal income taxation. Bond Counsel will not express an opinion regarding the current status of such interest for federal income tax purposes. See “SECTION VII: TAX MATTERS” herein for further information.



NASSAU COUNTY INTERIM FINANCE AUTHORITY

(A Public Benefit Corporation of the State of New York)

\$123,185,000 Sales Tax Secured Variable Rate Bonds, Series 2008D-1

CUSIP® 631663MM0

Price 100%

Dated: May 16, 2008

Due: November 15, 2017

The Sales Tax Secured Variable Rate Bonds, Series 2008D-1 (the “Series 2008D-1 Bonds”) were originally issued on May 16, 2008 as Senior Bonds by the Nassau County Interim Finance Authority (the “Authority”), a corporate governmental agency and instrumentality of the State of New York (the “State”) constituting a public benefit corporation created pursuant to the Nassau County Interim Finance Authority Act, as amended (the “Act”), pursuant to an Indenture, dated as of October 1, 2000, as amended and supplemented (the “Indenture”), including as supplemented by the Sixteenth Supplemental Indenture, dated as of May 1, 2008, as supplemented (the “Sixteenth Supplemental Indenture”), each by and between the Authority and The Bank of New York Mellon, New York, New York, as trustee (the “Trustee”).

The Authority and **The Bank of New York Mellon** (the “Bank”) will enter into a Standby Bond Purchase Agreement, dated as of November 21, 2012, with respect to the Series 2008D-1 Bonds (the “Liquidity Facility”) in substitution for the existing liquidity facility with respect to the Bonds. On and after November 21, 2012 (the “Substitution Date”), payment of the purchase price of eligible Series 2008D-1 Bonds subject to optional or mandatory tender for purchase as described herein and not remarketed by the Remarketing Agent will be made by the Bank. Under certain circumstances described herein, the obligation of the Bank to purchase Series 2008D-1 Bonds may be immediately and automatically terminated or suspended. The Series 2008D-1 Bonds will continue to be Adjustable Rate Bonds bearing interest at Weekly Rates, subject to conversion as described herein. M.R. Beal & Company is serving as Remarketing Agent for the Series 2008D-1 Bonds.

The Authority is currently authorized under the Act to issue Additional Bonds only for the purpose of refunding Outstanding Bonds. See “SECTION II: SOURCES OF PAYMENT AND SECURITY FOR THE BONDS —Additional Bonds,” included by specific reference herein.

Pursuant to the Act, the Bonds are payable from the Revenues of the Authority which are derived from sales and compensating use taxes imposed by and within the County of Nassau, New York (the “County”) pursuant to authorization of the State. Neither the State nor the County is prohibited from amending, modifying, repealing or otherwise altering such taxes, subject, with respect to the County, to limitations set forth in the Act. The Act provides that the County will have no right, title or interest in or to Sales Tax Revenues required to be paid to the Authority, except after payment of debt service and operating expenses of the Authority and then as provided in the Authority’s agreements with the County. See “SECTION II: “SOURCES OF PAYMENT AND SECURITY FOR THE BONDS,” included by specific reference herein.

THE BONDS ARE PAYABLE SOLELY FROM AND SECURED BY A LIEN ON THE REVENUES OF THE AUTHORITY AND RELATED ACCOUNTS HELD BY THE TRUSTEE. THE BONDS ARE NOT A DEBT OF EITHER THE STATE OR THE COUNTY, AND NEITHER THE STATE NOR THE COUNTY SHALL BE LIABLE THEREON, NOR SHALL THE BONDS BE PAYABLE OUT OF ANY FUNDS OTHER THAN THOSE OF THE AUTHORITY.

The Series 2008D-1 Bonds have been issued and will be reoffered only as fully registered bonds, registered in the name of The Depository Trust Company, New York, New York, or its nominee (“DTC”). Purchases of beneficial interests in the Series 2008D-1 Bonds will be made in book-entry form in denominations of \$100,000 principal amount or multiples of \$5,000 in excess thereof or in any other Authorized Denominations as otherwise provided herein. Purchasers will not receive physical delivery of the Series 2008D-1 Bonds, except under the limited circumstances described herein. See “SECTION III: THE SERIES 2012 BONDS—Book-Entry Only System,” included by specific reference herein.

Principal, purchase price of, redemption price and interest on the Series 2008D-1 Bonds (with interest accruing from the delivery date) will be payable to DTC by the Trustee. So long as DTC remains the registered owner, disbursements of such payments to DTC Participants are the responsibility of DTC and disbursements of such payments to the purchasers of the Series 2008D-1 Bonds are the responsibility of DTC Participants, as described herein.

This Reoffering Circular, in general, describes the Series 2008D-1 Bonds only while bearing interest in a Daily, Weekly or Monthly Rate Period.

The Series 2008D-1 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as described herein.

This cover page contains information for quick reference only. It is not a summary of this issue. Potential investors must read the entire Reoffering Circular to obtain information essential to making an informed investment decision.

In connection with the substitution of the Liquidity Facility for the Series 2008D-1 Bonds, certain legal matters will be passed upon by Sidley Austin LLP, New York, New York, Bond Counsel to the Authority. Certain legal matters will be passed upon for the Authority by the General Counsel of the Authority. Certain legal matters will be passed upon for the Bank by its special counsel, Emmet, Marvin & Martin, LLP, New York, New York. The Authority expects to complete the substitution of the Liquidity Facility and the remarketing of the Series 2008D-1 Bonds in New York, New York on November 21, 2012.

M.R. Beal & Company

Remarketing Agent for the
Series 2008D-1 Bonds

November 14, 2012

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**RATE PERIOD TABLE
FOR SERIES 2008D-1 BONDS**

	DAILY RATE	WEEKLY RATE	MONTHLY RATE
Interest Payment Date	First Business Day of each calendar month	First Business Day of each calendar month	First Business Day of each calendar month
Record Date	Last Business Day of the calendar month next preceding the Interest Payment Date	Last Business Day of the calendar month next preceding the Interest Payment Date	Last Business Day of the calendar month next preceding the Interest Payment Date
Date of Interest Rate Determination	Not later than 9:30 a.m., on each Business Day	Not later than 5:00 p.m. on the Business Day immediately preceding the commencement of the Weekly Rate Period.	Not later than 5:00 p.m. on the Business Day immediately preceding the commencement of the Monthly Rate Period
Commencement of Rate Period	Each Business Day	On Conversion to a Weekly Rate and on each Wednesday thereafter	On Conversion to a Monthly Rate and on the first Business Day of each month thereafter
Purchase Date	Any Business Day	Any Business Day	First day of each Rate Period
Notice Period for Tender	Telephone notice by 11:00 a.m. on Purchase Date	Written notice not later than 5:00 p.m. on any Business Day not less than seven days prior to the Purchase Date	Written notice not later than 5:00 p.m. on any Business Day not less than seven days prior to the Purchase Date
Tender Date for Tendered Bonds	Not later than noon on the Purchase Date	Not later than 10:00 a.m. on the Purchase Date	Not later than 10:00 a.m. on the Purchase Date
Payment Date for Tendered Bonds	Not later than 3:00 p.m. on the Purchase Date	Not later than 3:00 p.m. on the Purchase Date	Not later than 3:00 p.m. on the Purchase Date

Note: All time references given above refer to New York City time.

The information in this Rate Period Table is provided for the convenience of the Bondholders and is not meant to be comprehensive. See “SECTION III—THE Series 2008D-1 Bonds” for a description of the Series 2008D-1 Bonds.

WHILE THE SERIES 2008D-1 BONDS MAY IN THE FUTURE BE CONVERTED TO BEAR INTEREST IN DIFFERENT RATE PERIODS, INCLUDING QUARTERLY RATE, SEMIANNUAL RATE, TERM RATE, MONEY MARKET MUNICIPAL RATE OR FIXED RATE, THIS REOFFERING CIRCULAR DOES NOT DESCRIBE TERMS SPECIFICALLY APPLICABLE TO BONDS BEARING INTEREST AT RATES OTHER THAN A DAILY RATE, WEEKLY RATE OR MONTHLY RATE, NOR DOES IT DESCRIBE SERIES 2008D-1 BONDS HELD BY THE BANK OR BY ANY REGISTERED OWNER OTHER THAN DTC. SERIES 2008D-1 BONDS SO CONVERTED ARE SUBJECT TO MANDATORY TENDER AND WILL BE REMARKETED UPON CONVERSION PURSUANT TO A SEPARATE OFFERING CIRCULAR.

The information in this Reoffering Circular has been provided by the Authority, the County and other sources considered by the Authority to be reliable. All estimates and assumptions contained herein are believed to be reliable, but no representation is made that such estimates or assumptions are correct or will be realized. Neither the Authority, its advisors, nor the Remarketing Agent assume any responsibility for material furnished by the Bank in Appendix D hereto.

The Remarketing Agent has provided the following sentence for inclusion in this Reoffering Circular. The Remarketing Agent has reviewed the information in this Reoffering Circular in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Remarketing Agent does not guarantee the accuracy or completeness of such information.

No dealer, broker, salesperson or other person has been authorized by the Authority or the Remarketing Agent to give any information or to make any representation with respect to the Series 2008D-1 Bonds, other than those contained in this Reoffering Circular, and, if given or made, such other information or representation must not be relied upon as having been authorized by any of the foregoing. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Reoffering Circular 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. This Reoffering Circular does not constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2008D-1 Bonds, by any person, in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

This Reoffering Circular contains forecasts, projections and estimates that are based on current expectations. In light of the important factors that may materially affect economic conditions in the County and the amount of Sales Tax Revenues (as defined herein), the inclusion in this Reoffering Circular of such forecasts, projections and estimates should not be regarded as a representation by the Authority or the Remarketing Agents that such forecasts, projections and estimates will occur. Such forecasts, projections and estimates are not intended as representations of fact or guarantees of results.

If and when included in this Reoffering Circular, the words “expects,” “forecasts,” “projects,” “intends,” “anticipates,” “estimates” 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 Authority. These forward-looking statements speak only as of the date of this Reoffering Circular. The Authority disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any change in the Authority’s expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

THE SERIES 2008D-1 BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY CORPORATION. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

IN CONNECTION WITH THIS OFFERING, THE REMARKETING AGENTS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2008D-1 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

SECTION I: INTRODUCTION

This Reoffering Circular of the Nassau County Interim Finance Authority (the “Authority”) sets forth information concerning the Authority in connection with the reoffering of the Authority’s \$123,185,000 Sales Tax Secured Variable Rate Bonds, Series 2008D-1 (the “Series 2008D-1 Bonds,” and, collectively with other Series of Senior Bonds, the “Bonds”). The Authority is a corporate governmental agency and instrumentality of the State of New York (the “State”) constituting a public benefit corporation created by the Nassau County Interim Finance Authority Act, Chapter 84 of the Laws of 2000, as supplemented by Chapter 179 of the Laws of 2000 and as amended from time to time (the “Act”).

The Series 2008D-1 Bonds were originally issued on May 16, 2008 as Senior Bonds pursuant to the Act and an Indenture dated as of October 1, 2000, as amended and supplemented, including as supplemented by the Sixteenth Supplemental Indenture, as supplemented (the “Sixteenth Supplemental Indenture”), dated as of May 1, 2008 (such Indenture as from time to time amended or supplemented by said and other Supplemental Indentures being herein called the “Indenture”), by and between the Authority and The Bank of New York Mellon, as Trustee (the “Trustee”). The Authority and the County of Nassau, New York (the “County”) have entered into a Financing Agreement (the “Agreement”), dated as of October 1, 2000, which provides, among other things, for the application of Bond proceeds. A summary of certain provisions of the Indenture and the Agreement, together with certain defined terms used therein and in this Reoffering Circular, are contained in Appendix B to the Authority’s Offering Circular dated October 4, 2012, relating to its Sales Tax Secured Variable Rate Bonds, Series 2012A (Tax-Exempt) and Series 2012B (Federally Taxable), which Appendix is included by specific reference herein, as described below under SECTION II: INCLUSION BY SPECIFIC REFERENCE.

The liquidity facility currently in effect with respect to the Series 2008D-1 Bonds is a Standby Bond Purchase Agreement which was delivered by Bank of America, N.A. (“Bank of America”), simultaneously with the original issuance of the Series 2008D-1 Bonds. On November 21, 2012 (the “Substitution Date”), the Series 2008D-1 Bonds will be subject to mandatory tender for purchase and remarketing as a result of the substitution of a new liquidity facility for the Series 2008D-1 Bonds for the liquidity facility provided by the Bank of America which will terminate on such date. On and as of the Substitution Date, the Authority, The Bank of New York Mellon (the “Bank”), and The Bank of New York Mellon, as tender agent (the “Tender Agent”), will enter into a Standby Bond Purchase Agreement, dated as of November 21, 2012 with respect to the Series 2008D-1 Bonds (the “Liquidity Facility”). The Stated Expiration Date of the Liquidity Facility is November 16, 2015, subject to extension as set forth in the Liquidity Facility. See “APPENDIX C— SUMMARY OF THE LIQUIDITY FACILITY” and “APPENDIX D — DESCRIPTION OF THE BANK.”

For the period beginning on the Substitution Date and ending on November 16, 2015 (unless such period is earlier terminated upon the occurrence of certain events in accordance with the terms of the Liquidity Facility described herein), payment of the Purchase Price of eligible Series 2008D-1 Bonds that are subject to optional or mandatory tender for purchase and not remarketed by the Remarketing Agent will be made by the Bank under and pursuant to, and subject to the terms, conditions and provisions of, the Liquidity Facility. Under certain circumstances described herein, the obligation of the Bank to purchase Series 2008D-1 Bonds may be immediately and automatically terminated or suspended. In such event, the right of the owners of Series 2008D-1 Bonds to tender such Series 2008D-1 Bonds for purchase will be terminated or suspended (in certain circumstances, immediately and without prior notice to such owners) and funds may not be available to purchase Series 2008D-1 Bonds tendered for purchase by the holders thereof. The Liquidity Facility does not support or secure the payment of the principal of, premium, if any, or interest on the Series 2008D-1 Bonds.

Under the Act, the Authority has both limited authority to oversee the County's finances, including covered organizations as defined in the Act ("Covered Organizations"), and upon the declaration of a "control period," additional oversight authority. The Authority is required to review the terms of and comment on the prudence of each proposed issuance of bonds or notes proposed to be issued by the County, and no such borrowing shall be made unless first reviewed and commented upon and, during a control period, approved by the Authority. On January 26, 2011, the Authority determined that that the County's proposed budget for fiscal year 2011 reflected a substantial likelihood that it would produce an operating funds deficit in excess of one percent of the aggregate result of operations of such funds and adopted a resolution declaring a control period to be in effect in accordance with the Act. For a description of certain litigation against the Authority arising from the Authority's declaration of a control period and/or wage freeze, see "SECTION IV: RECENT DEVELOPMENTS — Control Period Litigation" of the Series 2012 Offering Circular (hereinafter defined), which is included by specific reference herein.

The Series 2008D-1 Bonds may be converted to bear interest in other Rate Periods as described in "SECTION III: THE SERIES 2008D-1 Bonds — Conversions." Any such conversion would result in a mandatory tender of the Series 2008D-1 Bonds being so converted. This Reoffering Circular generally only describes the Series 2008D-1 Bonds bearing interest at a Daily Rate, Weekly Rate or Monthly Rate. It is currently anticipated that, should any Series 2008D-1 Bonds be converted to a Quarterly Rate, Semiannual Rate, Term Rate, Money Market Municipal Rate or Fixed Rate, a remarketing circular will be distributed describing such Quarterly Rate, Semiannual Rate, Term Rate, Money Market Municipal Rate or Fixed Rate.

Recent Developments

On October 29, 2012, Hurricane Sandy hit the Mid-Atlantic East Coast. The storm caused widespread damage to coastal areas of the County and power failures throughout the County. The potential impact of the interruption of business activities caused by the storm on collections of Sales Tax Revenues has not yet been determined.

SECTION II: INCLUSION BY SPECIFIC REFERENCE

On October 11, 2012, the Authority issued \$317,713,000 aggregate principal amount of its Sales Tax Secured Bonds, Series 2012A (Tax-Exempt) and Series 2012B (Federally Taxable) (the "Series 2012 Bonds"). Such Bonds were offered by a separate Offering Circular, which has been filed (<http://emma.msrb.org/EA482065-EA372478-EA769264.pdf>) with the Electronic Municipal Market Access system ("EMMA") established by the Municipal Securities Rulemaking Board (www.emma.msrb.org). Portions of the Authority's Offering Circular dated October 4, 2012 relating to the Series 2012 Bonds (the "Series 2012 Offering Circular"), subject to the information contained elsewhere herein, are included herein by specific reference, specifically the information under the captions below. References to the Series 2012 Bonds in such information under the captions below shall be deemed to refer to the Series 2008D-1 Bonds for the purposes of this Reoffering Circular:

SECTION II: SOURCES OF PAYMENT AND SECURITY FOR THE BONDS
SECTION III: THE SERIES 2012 BONDS
 Book-Entry Only System
 Debt Service Requirements
 Swap Contracts
SECTION IV: RECENT DEVELOPMENTS
SECTION V: THE AUTHORITY

SECTION XIV: LEGAL INVESTMENT
APPENDIX A—ECONOMIC AND DEMOGRAPHIC PROFILE
APPENDIX B—SUMMARY OF INDENTURE AND AGREEMENT
APPENDIX C—FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR REPORT
APPENDIX D—BOOK-ENTRY-ONLY SYSTEM

SECTION III: THE SERIES 2008D-1 BONDS

General

The Series 2008D-1 Bonds are dated and will mature on the date set forth on the cover page of this Reoffering Circular unless redeemed prior to maturity. The Series 2008D-1 Bonds will be reoffered as Adjustable Rate Bonds bearing interest at Weekly Rates. All of the Series 2008D-1 Bonds have been issued and will be reoffered in book-entry only form.

The Series 2008D-1 Bonds bearing a Daily Rate, a Weekly Rate or a Monthly Rate shall be fully registered Bonds in the denomination of \$100,000 or any integral multiple of \$5,000 in excess of \$100,000 unless modified by agreement or Officer's Certificate (in each case, an "Authorized Denomination").

The Series 2008D-1 Bonds are subject to Conversion to a Fixed Rate, or from a Variable Rate Period to a different Variable Rate Period or to the Money Market Mode, or from the Money Market Mode to a Variable Rate Period. The rate of interest for any Rate Period shall be determined as provided in the Indenture, and each determination of rate or period shall be conclusive and binding upon the Remarketing Agent, the Authority, the Bank, the Trustee, the Paying Agent, the Tender Agent and the Series 2008D-1 Bondholders. This Reoffering Circular does not purport to describe the Series 2008D-1 Bonds subsequent to a Conversion of the Series 2008D-1 Bonds to bonds bearing interest at other than a Daily Rate, Weekly Rate or Monthly Rate. Series 2008D-1 Bonds so converted are subject to mandatory tender and will be remarketed upon Conversion pursuant to a separate offering circular.

Interest for any Rate Period shall accrue from and including the commencement date of such Rate Period through and including the last day thereof. The Interest Payment Dates for the Series 2008D-1 Bonds shall be: (a) the first Business Day of each month, in the case of interest payable at Daily, Weekly or Monthly Rates; (b) the date of any redemption or mandatory tender of Series 2008D-1 Bonds for purchase; and (C) the date of maturity. Interest shall be payable on each Interest Payment Date to the registered owner as of the close of business on the appropriate Record Date.

Computations of interest shall be based on 365-day or 366-day years for the actual number of days elapsed; except that interest on Purchased Bonds shall be computed and paid as provided below under "Bank Bonds."

The Variable Rate of interest shall not exceed 15% per annum; and the rate of interest on any Series 2008D-1 Bond shall never in any event exceed the Maximum Lawful Rate per annum.

Variable Rates

Variable Rates shall be determined separately for the Series 2008D-1 Bonds on the following dates (the "Rate Determination Dates"): (a) not later than 9:30 a.m., New York City time, on the

commencement date of each Daily Rate Period and (b) not later than 5:00 p.m., New York City time, on the Business Day immediately preceding the commencement date of each Weekly or Monthly Rate Period.

Each Variable Rate Period shall commence: (a) initially, on the Substitution Date or the effective date of a Conversion to such Variable Rate Period; and (b) thereafter (i) on each Business Day following such Conversion, in the case of Daily Rate Periods, (ii) on Wednesday of each week commencing after such Conversion, in the case of Weekly Rate Periods, and (iii) on the first Business Day of each calendar month commencing after such Conversion, in the case of Monthly Rate Periods. Each such Variable Rate Period shall end on the last day preceding the earliest of the commencement date of the next Rate Period, the date of maturity and the date of any mandatory tender.

Each Variable Rate with respect to Series 2008D-1 Bonds shall be determined by the Remarketing Agent and shall represent the rate which, in the judgment of the Remarketing Agent, is the lowest rate of interest that would cause such Series 2008D-1 Bonds to have a market value equal to the principal amount thereof, plus accrued interest (if any), under prevailing market conditions on the commencement date of the applicable Rate Period. In the event that the Remarketing Agent no longer determines, or fails to determine when required, any Variable Rate for any Bond in a Variable Rate Period, or if for any reason such manner of determination shall be determined to be invalid or unenforceable, the Variable Rate for such Period shall be the Index Rate as defined in the Supplemental Indenture for a per annum rate equal to the lower of (x) SIFMA Index plus 25 basis points or (y) 25% except that the Index Rate shall not exceed the Maximum Lawful Rate. However, if with respect to a Series of Bonds, the Liquidity Facility has terminated in accordance with its terms and no substituted liquidity facility has been entered into, and such Bonds have not been converted to bear interest at a Fixed Rate, then such Bonds shall bear interest at the Maximum Rate.

Notice of each Variable Rate with respect to Series 2008D-1 Bonds shall be given by the Remarketing Agent to the Authority, the Trustee, the Bank, the Tender Agent and the Paying Agent not later than 4:00 p.m., New York City time, on the Business Day succeeding the Rate Determination Date (except that the Remarketing Agent may alternatively give such notice on each Tuesday (or, if not a Business Day, on the next succeeding Business Day) of the Daily Rate applicable to each day of the previous week), and the Tender Agent (or the Remarketing Agent in the case of Daily Rates) shall make such rate or rates available from the time of notification to the owners of the Series 2008D-1 Bonds upon request for such information. Notice of interest rates shall be given (a) in the case of Daily Rates and Weekly Rates, by the Paying Agent to the owners of Series 2008D-1 Bonds which bear interest at Daily Rates or Weekly Rates on each Interest Payment Date with the distribution of interest on such Bond; and (b) other than for Daily Rates and Weekly Rates, by mail by the Tender Agent by the third Business Day following the applicable Rate Determination Date.

Conversions

Upon the direction of the Authority, all or a portion of the Series 2008D-1 Bonds may be converted to a Fixed Rate, to or from one Variable Rate Period to a different type of Variable Rate Period (including a change from one Term Rate Period to a Term Rate Period equal or approximately equal in length to a different number of years from the preceding Term Rate Period) or to the Money Market Mode, or from the Money Market Mode to a Variable Rate Period; in each case on, if from a Variable Rate Period other than a Term Rate Period, a regularly scheduled Interest Payment Date for the Rate Period from which the Conversion is to be made; if from a Term Rate Period, only on a date on which a new Term Rate Period would have commenced; and if from the Money Market Mode, only on a regularly scheduled Mandatory Tender Date for all Series 2008D-1 Bonds to be converted which is at least 30 days after notice of mandatory tender upon Conversion is given to Bondholders.

Not later than the 15th day prior to the Conversion Date (or the immediately succeeding Business Day, if such 15th day is not a Business Day), the Authority may irrevocably withdraw its election to convert the applicable Series 2008D-1 Bonds and its notice of mandatory tender by giving written notice of such withdrawal to the Tender Agent, the Trustee, the Paying Agent, the Remarketing Agent, and the Bank. In the event the Authority gives such notice of withdrawal, such tender shall not take effect and the Conversion will not occur, and (i) the Tender Agent shall promptly give Written Notice to the owners of all Series 2008D-1 Bonds that were to be converted and (ii) such Bonds shall continue to bear interest in the type of Rate Period applicable to such Bonds prior to the Authority's election to convert such Bonds. Failure by the Tender Agent to provide such notice to the owners of the Series 2008D-1 Bonds shall not affect the validity of the notice of withdrawal given by the Authority.

Each Conversion is conditioned upon determination of the new rate or rates of interest and delivery to the Authority, the Remarketing Agent and the Tender Agent (not later than 10:00 a.m. on the Conversion Date) of (a) an opinion of Bond Counsel to the effect that such Conversion is authorized by the Indenture, (b) in the case of Conversion to a Variable Rate or to the Money Market Mode, evidence that the Liquidity Facility provides for coverage of interest for a period at least 5 days longer than the period that will extend between Interest Payment Dates after such Conversion, and (c) at or prior to Noon, New York City time on the Conversion Date, of a Remarketing Notice (as defined in the Indenture) to the effect that all of the Series 2008D-1 Bonds subject to tender for purchase on the Conversion Date have been remarketed by the Remarketing Agent. In the event any of the foregoing conditions is not satisfied with respect to a Conversion, (i) the Conversion will not occur, (ii) the Series 2008D-1 Bonds subject to the Conversion shall continue to bear interest at the type of rate applicable to such Series 2008D-1 Bonds prior to the Authority's election to convert such Series 2008D-1 Bonds, (iii) the mandatory tender for purchase of such Series 2008D-1 Bonds will occur (and the Remarketing Agent will use its best efforts to remarket such Series 2008D-1 Bonds at such type of rate and will determine the interest rate for such Series 2008D-1 Bonds for a Rate Period for such type of rate that commences on the date such Bonds had been proposed to be converted). In addition, the Authority shall not direct a conversion of the Series 2008D-1 Bonds to bear interest at any rate which would require the Remarketing Agent to determine that the Authority has undertaken to provide continuing disclosure in accordance with Securities and Exchange Commission Rule 15c2-12 as in effect on the Conversion Date unless the Authority has entered into such an undertaking.

Tender of Series 2008D-1 Bonds

So long as no Liquidity Condition exists, each Series 2008D-1 Bond bearing interest at a Variable Rate shall be subject to tender for purchase by the Tender Agent or the Bank as provided herein. In each case, such purchases shall be made at a purchase price (the "Purchase Price") equal to 100% of the principal amount to be purchased, plus accrued and unpaid interest thereon to the date of purchase thereof (the "Purchase Date"), which principal and interest components shall be applied to the purchase of the rights to receive such principal and interest, when and as the same is or becomes due, from the Owners of such rights.

Tenders for purchase at the option of the Bondowner shall be permitted (a) on any Business Day during a Daily or Weekly Rate Period and (b) on the first day of each Monthly Rate. All Series 2008D-1 Bonds or portions thereof tendered or retained shall be in Authorized Denominations.

The Owners of the Series 2008D-1 Bonds may not elect to retain their Bonds upon any mandatory tender for purchase. All Bonds of a Series to be purchased on a Purchase Date shall be required to be delivered to the designated office of the Tender Agent at or before 10:00 a.m., New York City time, on such Purchase Date or, in the case of Series 2008D-1 Bonds bearing interest at a Daily Rate, not later than noon on such Purchase Date. Notwithstanding such requirement, if on the Purchase Date for

any Series 2008D-1 Bond sufficient money is held by the Tender Agent for the payment of the Purchase Price of such Series 2008D-1 Bond, such Series 2008D-1 Bond shall be “deemed tendered” (and such Series 2008D-1 Bond shall be transferred to the new owner thereof) notwithstanding that such Series 2008D-1 Bond is not delivered to the Tender Agent on such Purchase Date and, thereafter, the former owner of such Series 2008D-1 Bond shall have no claim or right thereunder or hereunder, other than the right to receive the Purchase Price thereof upon delivery thereof to the Tender Agent. The Purchase Price shall be payable by the Tender Agent by wire transfer or at its designated office in immediately available funds, on the Purchase Date to the Owner thereof. In the case of any tender for purchase at the option of a Bondowner, irrevocable notice of the exercise of such option, specifying the Purchase Date and the principal amount to be purchased, shall be required to be given to the Tender Agent: (a) by telephone not later than 11:00 a.m., New York City time, on the Purchase Date, in the case of any Series 2008D-1 Bond bearing interest at a Daily Rate; or (b) in writing delivered to the designated office of the Tender Agent not later than 5:00 p.m., New York City time, on a Business Day which is not less than seven days prior to the Purchase Date, in the case of any Series 2008D-1 Bonds bearing interest at a Weekly or Monthly Rate.

The Remarketing Agent will remarket tendered Series 2008D-1 Bonds as provided in the Indenture. The Authority may, but is not obligated to, purchase tendered Series 2008D-1 Bonds.

By acceptance of a Series 2008D-1 Bond, the Series 2008D-1 Bondholder irrevocably agrees that, if a Series 2008D-1 Bond is to be purchased on any date and sufficient funds are duly deposited for all purchases to be made on such date, then such Series 2008D-1 Bond shall be deemed to have been purchased for all purposes thereunder and under the Indenture and, thereafter, the Series 2008D-1 Bondholder shall have no further rights hereunder or under the Indenture with respect to this Bond, except to receive the Purchase Price from the funds so deposited upon surrender thereof.

If either the funds available for purchases of Series 2008D-1 Bonds are inadequate for the purchase of all such Series 2008D-1 Bonds tendered on any Purchase Date or a Liquidity Condition shall exist, then all such Series 2008D-1 Bonds theretofore bearing interest at a Variable Rate shall bear interest from such date at the Maximum Rate as of such date and shall no longer be subject to optional or mandatory tender for purchase (except upon Conversion to a Fixed Rate); and the Tender Agent shall immediately: (i) return all such tendered Series 2008D-1 Bonds to the owners thereof; (ii) return all money received for the purchase of such Series 2008D-1 Bonds to the persons providing such money; and (iii) give Written Notice to all Series 2008 Bondowners. As long as no Liquidity Condition exists, the obligation to deposit funds in sufficient amounts to purchase Series 2008D-1 Bonds of a Series from either proceeds of the Liquidity Facility or remarketing proceeds will remain enforceable pursuant to the terms of the Indenture and only be discharged at such time as funds are deposited with the Tender Agent in an amount sufficient to purchase all Series 2008D-1 Bonds that were required to be purchased on the prior optional tender date or mandatory tender date, together with any interest which has accrued to such subsequent purchase date.

Special Considerations Relating to the Remarketing of the Series 2008D-1 Bonds

The Remarketing Agents are Paid by the Authority. The Remarketing Agent’s responsibilities include determining the interest rate from time to time and remarketing Series 2008D-1 Bonds that are optionally or mandatorily tendered by the owners thereof (subject, in each case, to the terms of the Remarketing Agreement), all as further described in this Reoffering Circular. The Remarketing Agent is appointed by the Authority and is paid by the Authority for their services. As a result, the interests of the Remarketing Agent may differ from those of existing owners and potential purchasers of Series 2008D-1 Bonds.

The Remarketing Agent Routinely Purchases Bonds for its Own Account. The Remarketing Agent acts as remarketing agent for a variety of variable rate demand obligations and, in its sole discretion, routinely purchases such obligations for its own account. The Remarketing Agent is permitted, but not obligated, to purchase tendered Series 2008D-1 Bonds for its own account and, in its sole discretion, may acquire such tendered Series 2008D-1 Bonds in order to achieve a successful remarketing of the Series 2008D-1 Bonds (i.e., because there otherwise are not enough buyers to purchase the Series 2008D-1 Bonds) or for other reasons. However, the Remarketing Agent is not obligated to purchase Series 2008D-1 Bonds, and may cease doing so at any time without notice. If a Remarketing Agent ceases to purchase Series 2008D-1 Bonds, it may be necessary for the Trustee to draw on the Liquidity Facility. The Remarketing Agent may also make a market in the Series 2008D-1 Bonds by routinely purchasing and selling Series 2008D-1 Bonds other than in connection with an optional or mandatory tender and remarketing. Such purchases and sales must be at fair market value, which may be at or below par. However, the Remarketing Agent is not required to make a market in the Series 2008D-1 Bonds. The Remarketing Agent may also sell any Series 2008D-1 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 their exposure to the Series 2008D-1 Bonds. The purchase of Series 2008D-1 Bonds by the Remarketing Agent may create the appearance that there is greater third party demand for the Series 2008D-1 Bonds in the market than is actually the case. The practices described above also may result in fewer Series 2008D-1 Bonds being tendered in a remarketing.

Series 2008D-1 Bonds May be Offered at Different Prices on Any Date Including an Interest Rate Determination Date. Pursuant to the Remarketing Agreement, the Remarketing Agent is required to determine the applicable rate of interest that, in its judgment, is the lowest rate that would permit the sale of the Series 2008D-1 Bonds bearing interest at the applicable interest rate at par plus accrued interest, if any, on and as of the applicable Rate Determination Date. At the time the new rate becomes effective, the Remarketing Agent is required to use its best efforts to remarket the Series 2008D-1 Bonds at par. The interest rate will reflect, among other factors, the level of market demand for the Series 2008D-1 Bonds (including whether the Remarketing Agent is willing to purchase Series 2008D-1 Bonds for its own account). There may or may not be Series 2008D-1 Bonds tendered and remarketed on a Rate Determination Date, the Remarketing Agent may or may not be able to remarket any Series 2008D-1 Bonds tendered for purchase on such date at par and the Remarketing Agent may sell Series 2008D-1 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 the Series 2008D-1 Bonds at the remarketing price. In the event the Remarketing Agent owns any Series 2008D-1 Bonds for its own account, it may, in its sole discretion in a secondary market transaction outside the tender process, offer such Series 2008D-1 Bonds on any date, including the Rate Determination Date, at a discount to par to some investors.

The Ability to Sell the Series 2008D-1 Bonds other than through Tender Process May Be Limited. The Remarketing Agent may buy and sell Series 2008D-1 Bonds other than through the tender process. However, the Remarketing Agent is not obligated to do so and may cease doing so at any time without notice and may require holders that wish to tender their Series 2008D-1 Bonds to do so through the Tender Agent with appropriate notice. Thus, investors who purchase the Series 2008D-1 Bonds, whether in a remarketing or otherwise, should not assume that they will be able to sell their Series 2008D-1 Bonds other than by tendering the Series 2008D-1 Bonds in accordance with the tender process.

Under Certain Circumstances, the Remarketing Agent May Be Removed, Resign or Cease Remarketing the Series 2008D-1 Bonds, Without a Successor Being Named. Under certain circumstances the 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 Remarketing Agreement.

Mandatory Tender Relating to Liquidity Facility

So long as no Liquidity Condition exists, the Series 2008D-1 Bonds bearing interest at a Daily Rate, a Weekly Rate or a Monthly Rate are subject to mandatory tender for purchase by the Bank at the Purchase Price following a Notice of Bank Purchase (as defined in the Liquidity Facility, the "Notice"): (a) on the fifth day (or if such day is not a Business Day, on the immediately preceding Business Day) next preceding the Stated Expiration Date of the Liquidity Facility (unless, on or prior to such day, the Stated Expiration Date of such Liquidity Facility is extended); (b) on each date on which a substitute liquidity facility is substituted for the Liquidity Facility then in effect; (c) on the 25th day next following the date on which the Tender Agent receives from the Bank a Notice of Termination (as such term is defined in the Liquidity Facility), and (d) on the fifth day (or if such day is not a Business Day, on the immediately preceding Business Day) next preceding the voluntary termination by the Authority of the Liquidity Facility. In connection with a mandatory tender for purchase of Series 2008D-1 Bonds by reason of the substitution of a substitute liquidity facility for the Liquidity Facility then in effect, any draw on the Liquidity Facility that is required to pay the Purchase Price of the Series 2008D-1 Bonds shall be made on the Liquidity Facility then in effect (and not the substitute liquidity facility).

Not less than five days before each Purchase Date on which Series 2008D-1 Bonds become subject to mandatory tender for purchase, the Tender Agent shall give written notice to the Owners of such Series 2008D-1 Bonds, the Authority, the Remarketing Agent and the Bank of such mandatory tender for purchase and the Purchase Date therefor (which notice, in the case of a notice of mandatory tender by reason of the occurrence of the Stated Expiration of the Liquidity Facility, shall state that if subsequent to the giving of such notice and prior to the stated mandatory tender date, the Stated Expiration Date of such Liquidity Facility is extended, such mandatory tender for purchase will nevertheless occur). In the case of a mandatory tender by reason of the occurrence of the Stated Expiration Date of the Liquidity Facility, if, subsequent to the giving of the notice of such mandatory tender for purchase and prior to the mandatory tender date, such Stated Expiration Date is extended, (i) such mandatory tender for purchase shall nevertheless occur and (ii) the affected Series 2008D-1 Bonds shall continue to bear interest at the type of rate applicable to such Series 2008D-1 Bonds immediately prior to the mandatory tender. Such notice to registered owners shall also state that such Series 2008D-1 Bonds shall be required to be surrendered to the Tender Agent on the Purchase Date; that if any such Bond is not so tendered, it shall be deemed to have been tendered on the Purchase Date; and that upon the deposit by the Tender Agent of sufficient money in a special account for the payment of the Purchase Price of such Bond, interest on such Bond shall cease to accrue to the former owner and such Bond shall be deemed purchased by the Bank. The Purchase Price of all Series 2008D-1 Bonds purchased as described in this paragraph shall be paid from funds furnished under the Liquidity Facility upon presentation and surrender thereof, together with an instrument of transfer thereof, in form satisfactory to the Tender Agent, executed in blank by the registered owner thereof, at the office of the Tender Agent. If Notice is not given as aforesaid with respect to such Series 2008D-1 Bonds, then following expiration or termination of the Bank's Available Commitment (as defined in the Liquidity Facility), such Series 2008D-1 Bonds shall bear interest at the Maximum Rate (as defined in the Indenture) as of such date or as Bank Bonds, if applicable, and shall not be subject to optional or mandatory tender for purchase (except upon Conversion to a Fixed Rate).

Optional Redemption

Prior to Conversion to a Fixed Rate, Series 2008D-1 Bonds are subject to redemption prior to maturity at the option of the Authority, in whole or in part, (a) if bearing interest at a Variable Rate, on any potential Conversion Date following the date of their defeasance (including, while in the initial Weekly Rate Period, any Interest Payment Date), or (b) if bearing interest as Bank Bonds or at the Index Rate, on any date, in each case on 30 days' notice at the principal amount thereof plus any interest

accrued and unpaid thereon. In the event that less than all Series 2008D-1 Bonds subject to redemption are to be redeemed, Series 2008D-1 Bonds shall be selected for redemption in the following manner: (i) first, from Series 2008D-1 Bonds, if any, subject to such redemption which are held as Bank Bonds by or for the Bank, (ii) second, from other Series 2008D-1 Bonds, which are not held by a Bank, bearing interest as Bank Bonds or at the Index Rate or the Maximum Rate , and (iii) third, by lot.

Mandatory Sinking Fund Redemption

The Series 2008D-1 Bonds are subject to mandatory sinking fund redemption in part (in accordance with procedures of DTC, so long as DTC is the Bondholder, and otherwise by lot in such manner as the Trustee in its discretion deems proper) at the principal amount thereof plus accrued interest up to but not including the date of redemption thereof, from mandatory sinking fund installments which are required to be made in amounts sufficient to redeem on November 15 of each year the principal amount of such Series 2008D-1 Bonds shown below:

SERIES 2008D-1 BONDS MATURING NOVEMBER 15, 2017

<u>November 15</u>	<u>Amount</u>
2014	\$ 26,400,000
2015	4,910,000
2016	61,275,000
2017*	30,600,000

*Stated maturity.

At the option of the Authority, there shall be applied to or credited against any of the required amounts the principal amount of any such Series 2008D-1 Bonds that have been defeased, purchased or redeemed and not previously so applied or credited.

Notice of Redemption

Upon receipt of notice from the Authority of its election to redeem Series 2008D-1 Bonds or when redemption of Series 2008D-1 Bonds is required pursuant to the Indenture, the Trustee is to give notice of such redemption by mail to the holders of Series 2008D-1 Bonds to be redeemed at least 30 days prior to the date set for redemption. Failure by a particular Bondholder to receive notice, or any defect in the notice to such Bondholder, will not affect the redemption of any other Series 2008D-1 Bond. If at the time of notice, the Authority shall not have deposited with the Trustee moneys sufficient to redeem all the Series 2008D-1 Bonds called for optional redemption, such notice shall state that such optional redemption is conditional, in that it is subject to the sufficient deposit of moneys with the Trustee not later than the date fixed for redemption. Such notice shall be of no effect and no optional redemption shall occur unless such moneys are so deposited.

Defeasance

For the purpose of determining whether Series 2008D-1 Bonds shall be deemed to have been defeased, the interest to come due on such Series 2008D-1 Bonds shall be calculated at the Maximum Rate; and if, as a result of such Series 2008D-1 Bonds having borne interest at less than the Maximum Rate for any period, the total amount on deposit for the payment of interest on such Series 2008D-1 Bonds exceeds the total amount required, the balance shall be paid to the Authority.

Liquidity Facility

Concurrently with the reoffering of the Series 2008D-1 Bonds, the Authority, the Bank and the Tender Agent will enter into a Standby Bond Purchase Agreement with respect to the Series 2008D-1 Bonds, dated as of November 21, 2012 (the “Liquidity Facility”) relating to the Series 2008D-1 Bonds. The Liquidity Facility is stated to expire on November 16, 2015 (subject to earlier termination). The Liquidity Facility provides that the Bank’s commitment to purchase Bonds only applies to Bonds bearing interest at a Daily Rate, a Weekly Rate or a Monthly Rate. Under certain circumstances described herein, the obligation of the Bank to purchase Series 2008D-1 Bonds may be immediately and automatically terminated or suspended. In such event, the right of Owners of the Series 2008D-1 Bonds to tender such Series 2008D-1 Bonds for purchase will be terminated or suspended (in certain circumstances, immediately and without prior notice to such Owners) and funds may not be available to purchase Series 2008D-1 Bonds that are subject to tender for purchase. The Authority shall not be responsible for the purchase price of Series 2008D-1 Bonds which are tendered for purchase, but are not remarketed. See “APPENDIX C — SUMMARY OF THE LIQUIDITY FACILITY” and “APPENDIX D — DESCRIPTION OF THE BANK.”

Substitution of Substitute Liquidity Facility

Subject to the fulfillment of certain conditions precedent, the Sixteenth Supplemental Indenture permits the Authority to substitute for the Liquidity Facility a substitute liquidity facility (of a bank or financial institution other than the Bank). The Series 2008D-1 Bonds will be subject to mandatory tender for purchase on the date of any such substitution upon not less than five days’ notice to Bondowners prior to such mandatory tender date.

Bank Bonds

Any Series 2008D-1 Bond purchased by the Bank pursuant to the Liquidity Facility (a “Bank Bond”) shall bear interest at the rates, payable on the dates, as provided in the Liquidity Facility. All amounts payable as principal of or interest on Bank Bonds will be on a parity with the Authority’s Senior Bonds.

Plan of Finance and Use of Proceeds

The proceeds from the sale of the Series 2008D-1 Bonds were used to provide for the refunding or payment of debt service on certain of the Authority’s Outstanding Bonds (the “Authority Refunded Bonds”), to make a deposit to the Debt Service Liquidity Account and to pay costs of issuance.

Other Information

For additional information regarding the Series 2008D-1 Bonds and the Indenture including the events of default under the Indenture and the remedies of the Bondholders thereunder, which include acceleration of the Series 2008D-1 Bonds under certain circumstances, see “APPENDIX B — SUMMARY OF INDENTURE AND AGREEMENT” of the Series 2012 Offering Circular, included by specific reference herein.

SECTION IV: LITIGATION

There is not now pending any litigation (i) restraining or enjoining the remarketing of the Series 2008D-1 Bonds or questioning or affecting the validity of the Series 2008D-1 Bonds or the proceedings and authority under which they were issued or will be remarketed, respectively; (ii) contesting the

creation, organization or existence of the Authority, or the title of the directors or officers of the Authority to their respective offices; (iii) questioning the right of the Authority to perform its obligations under the Indenture or the Agreement and to pledge the Revenues and funds and other moneys and securities purported to be pledged by the Indenture in the manner and to the extent provided in the Indenture; or (iv) questioning or affecting the levy or collection of the Local Sales Tax in any material respect, or the application of the Local Sales Tax for the purposes contemplated by the Act, or the procedure thereunder. For a description of litigation commenced with respect to the Authority's recent imposition of a control period pursuant to the Act, see "SECTION IV: RECENT DEVELOPMENTS — Control Period Litigation" of the Series 2012 Offering Circular, which is included by specific reference herein.

SECTION V: TAX MATTERS

Concurrently with the original issuance and delivery of the Series 2008D-1 Bonds, Sidley Austin LLP, New York, New York, Bond Counsel, delivered its opinion (the "Approving Opinion") to the effect that as of the date of issuance of the Series 2008D-1 Bonds assuming compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Series 2008D-1 Bonds would not be includable in the gross income of the Bondholders thereof for federal income tax purposes and such interest would not be a specific preference item for purposes of the federal individual or corporate alternative minimum tax. In the Approving Opinion, Sidley Austin LLP also delivered its opinion that interest on the Series 2008D-1 Bonds is exempt from personal income taxes imposed by the State of New York or any political subdivision thereof, including The City of New York. The Approving Opinion has not been updated or reissued in connection with the substitution of the Liquidity Facility and the remarketing of the Series 2008D-1 Bonds. On the Substitution Date, Sidley Austin LLP, Bond Counsel, will deliver an opinion to the effect that the substitution of the Liquidity Facility will not in and of itself impair the exclusion of interest on the Series 2008D-1 Bonds from gross income for purposes of federal income taxation. Bond Counsel will not express an opinion regarding the current status of such interest for federal income tax purposes. Consistent with customary procedures involving substitutions of liquidity facilities securing outstanding bonds and related changes to documents authorizing the issuance of such bonds and setting forth the terms of such bonds, Bond Counsel has not been asked to conduct, and has not conducted any review of facts and circumstances relating to the tax status of interest on the Series 2008D-1 Bonds and expresses no opinion as to whether interest on the Series 2008D-1 Bonds is currently excluded from gross income for federal income tax purposes.

Collateral Tax Matters and Future Developments

Bond Counsel expresses no opinion as to whether the interest on the Series 2008D-1 Bonds is currently excluded from gross income for federal income tax purposes. Assuming that the interest on the Series 2008D-1 Bonds is currently excluded from gross income for federal and State income tax purposes, purchasers of the Series 2008D-1 Bonds should be aware of following:

Ownership of tax-exempt obligations may result in collateral tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S corporations with excess passive income, individual recipients of Social Security or railroad retirement benefits, taxpayers eligible for the earned income credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Series 2008D-1 Bonds should consult their tax advisors as to the applicability of any such collateral consequences.

Interest paid on tax-exempt obligations will be subject to information reporting in a manner similar to interest paid on taxable obligations. Although such reporting requirement does not, in and of itself, affect the excludability of interest on the Series 2008D-1 Bonds from gross income for federal

income tax purposes, such reporting requirement causes the payment of interest on the Series 2008D-1 Bonds to be subject to backup withholding if such interest is paid to beneficial owners who (a) are not “exempt recipients,” and (b) either fail to provide certain identifying information (such as the beneficial owner’s taxpayer identification number) in the required manner or have been identified by the Internal Revenue Service (the “IRS”) as having failed to report all interest and dividends required to be shown on their income tax returns. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Amounts withheld under the backup withholding rules from a payment to a beneficial owner would be allowed as a refund or a credit against such beneficial owner’s federal income tax liability provided the required information is furnished to the IRS.

Future or pending legislative proposals, if enacted, regulations, rulings or court decisions may cause interest on the Series 2008D-1 Bonds to be subject, directly or indirectly, to federal income taxation or to State or local income taxation, or may otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. Legislation or regulatory actions and future or pending proposals may also affect the economic value of the federal or state tax exemption or the market value of the Series 2008D-1 Bonds. Prospective purchasers of the Series 2008D-1 Bonds should consult their tax advisors regarding any future, pending or proposed federal or State tax legislation, regulations, rulings or litigation as to which Bond Counsel expresses no opinion.

For example, based on a proposal by the President, the Senate Majority Leader introduced a bill, S. 1549 (the “Proposed Legislation”), which, if enacted, would subject interest on bonds that is otherwise excludable from gross income for federal income tax purposes, including interest on the Series 2008D-1 Bonds, to a tax payable by certain bondholders that are individuals, estates or trusts with adjusted gross income in excess of thresholds specified in the Proposed Legislation in tax years beginning after December 31, 2012. The Proposed Legislation would also provide special rules for such bondholders that are also subject to the alternative minimum tax. It is unclear if the Proposed Legislation will be enacted, whether in its current or an amended form, or if other legislation that would subject interest on the Series 2008D-1 Bonds to a tax or cause interest on the Series 2008D-1 Bonds to be included in the computation of a tax, will be introduced or enacted. Prospective purchasers should consult their tax advisors as to the effect of the Proposed Legislation, if enacted, in its current form or as it may be amended, or such other legislation on their individual situations.

SECTION VI: RATINGS

The Series 2008D-1 Bonds are expected to be assigned short-term ratings by Fitch Ratings (“Fitch”) and Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc. (“Standard & Poor’s”) (each a “Rating Agency” and, collectively, the “Rating Agencies”), based on the Liquidity Facility being provided by The Bank of New York Mellon with respect to the Series 2008D-1 Bonds. The long-term ratings of the Series 2008D-1 Bonds are “AAA” by Fitch and “AAA” by Standard & Poor’s. Such ratings reflect only the respective views of such organizations. There is no assurance that a particular rating will continue for any given period of time or that any such rating will not be revised downward or withdrawn entirely if, in the judgment of the Rating Agency originally establishing the rating, circumstances so warrant. A downward revision or withdrawal of such ratings, or any of them, may have an effect on the market price of the Series 2008D-1 Bonds.

SECTION VII: REMARKETING AGENT

M.R. Beal & Company has been appointed Remarketing Agent for the Series 2008D-1 Bonds, under the terms of the Remarketing Agreement which was entered into on the date of original issuance of the Series 2008D-1 Bonds. Under the Remarketing Agreement, the Remarketing Agent shall use its best efforts to remarket the Series 2008D-1 Bonds in accordance therewith and shall determine and provide

notice of the Variable Rates. The Remarketing Agent shall provide reports to the Authority on a quarterly basis as to the interest rates for the Series 2008D-1 Bonds and other remarketing activity. Pursuant to the terms of the Remarketing Agreement, the Authority may remove the Remarketing Agent at any time upon notice and may appoint a successor. The Remarketing Agent may at any time resign and be discharged of its duties and obligations by giving at least 30 days' written notice to the Authority, the Bank, the Tender Agent and the Trustee. The Tender Agent shall give written notice to the Series 2008D-1 Bondowners of any removal or appointment of the Remarketing Agent.

SECTION VIII: APPROVAL OF LEGALITY

Certain legal matters incidental to the authorization and issuance of the Series 2008D-1 Bonds by the Authority were subject to the approval of Sidley Austin LLP, New York, New York, Bond Counsel, which delivered the approving opinion in connection with the initial issuance of the Series 2008D-1 Bonds. A copy of the approving opinion delivered in connection with the original issuance of the Series 2008D-1 Bonds is set forth in Appendix A hereto. On the Substitution Date, Sidley Austin LLP will deliver its opinion to the effect that the substitution of the Liquidity Facility with respect to the Series 2008D-1 Bonds will not cause interest on the Series 2008D-1 Bonds to be included in gross income of the owners of such Series 2008D-1 Bonds for purposes of federal income taxation.

Certain legal matters are subject to the approval of the Authority's General Counsel. Certain legal matters will be passed upon for The Bank of New York Mellon by Emmet, Marvin & Martin, LLP, New York, New York.

SECTION IX: TRUSTEE

The Bank of New York Mellon is acting as Trustee and Tender Agent in connection with the Series 2008D-1 Bonds. The Bank of New York Mellon is also the provider of the Liquidity Facility with respect to the Series 2008D-1 Bonds,

SECTION X: MISCELLANEOUS

The references herein to the Act, the Indenture and the Agreement are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to the Act, the Indenture, and the Agreement for full and complete statements of such provisions. Copies of the Act, the Indenture, and the Agreement are available at the offices of the Trustee.

The agreements of the Authority with holders of the Series 2008D-1 Bonds are fully set forth in the Indenture. Neither any advertisement of the Series 2008D-1 Bonds nor this Reoffering Circular is to be construed as a contract with purchasers of the Series 2008D-1 Bonds.

Neither the Authority's independent auditors, nor any other independent accountants, have compiled, examined, or performed any procedures with respect to the prospective financial information contained herein, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with, the prospective financial information.

Any statements in this Reoffering Circular involving matters of opinion, projections or estimates, whether or not expressly stated, are intended merely as expressions of opinion, projections or estimates and not as representation of fact.

The delivery of this Reoffering Circular has been duly authorized by the Authority.

NASSAU COUNTY INTERIM FINANCE AUTHORITY

By: /s/ Evan L. Cohen
EVAN L. COHEN, EXECUTIVE DIRECTOR

APPENDIX A

ORIGINAL APPROVING OPINION OF BOND COUNSEL



SIDLEY AUSTIN LLP
 707 SEVENTH AVENUE
 NEW YORK, NY 10019
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BEIJING	LOS ANGELES
BRUSSELS	NEW YORK
CHICAGO	SAN FRANCISCO
DALLAS	SHANGHAI
FRANKFURT	SINGAPORE
GENEVA	SYDNEY
HONG KONG	TOKYO
LONDON	WASHINGTON, D.C.
FOUNDED 1800	

May 16, 2008

NASSAU COUNTY INTERIM
 FINANCE AUTHORITY

Ladies and Gentlemen:

We have acted as bond counsel to the Nassau County Interim Finance Authority (the "Authority") relating to the issuance of \$125,000,000 Nassau County Interim Finance Authority Sales Tax Secured Variable Rate Bonds, Series 2008A (the "Series 2008A Bonds"), \$125,000,000 Sales Tax Secured Variable Rate Bonds, Series 2008B (the "Series 2008B Bonds"), \$150,000,000 Sales Tax Secured Variable Rate Bonds, Series 2008C (the "Series 2008C Bonds"), \$150,000,000 Sales Tax Secured Variable Rate Bonds, Series 2008D (the "Series 2008D Bonds") and \$55,055,000 Sales Tax Secured Variable Rate Bonds, Series 2008E (the "Series 2008E Bonds" and, collectively with the Series 2008A Bonds, the Series 2008B Bonds, the Series 2008C Bonds and the Series 2008D Bonds, the "Series 2008A-E Bonds"), as more particularly described below. The Series 2008A-E Bonds are dated, bear interest, mature, are subject to redemption and are secured as set forth in the Indenture between the Authority and The Bank of New York, as successor Trustee, as amended and supplemented (the "Indenture"). Terms defined in the Indenture and used herein shall have the meanings assigned in the Indenture, unless the context otherwise requires.

The Series 2008A-E Bonds are issued as Senior Bonds under the Indenture. The Authority is authorized to issue additional Senior Bonds (the Series 2008A-E Bonds, together with all Senior Bonds heretofore and hereafter issued the "Bonds") only on the terms and conditions set forth in the Indenture and all such Bonds shall with the Series 2008A-E Bonds be entitled to the equal benefit, protection and security of the provisions, covenants and agreements in the Indenture.

Nassau County, New York (the "County") and the Authority have entered into a Financing Agreement dated as of October 1, 2000 (the "Agreement"), provisions of which have been pledged by the Authority to secure the Bonds. We assume the parties will perform their respective covenants in the Indenture and the Agreement in all material respects.

A portion of the proceeds of the Series 2008A-E Bonds is being used to refund certain outstanding bonds (the "Authority Refunded Bonds") of the Authority. A portion of the proceeds of the Series 2008A-E Bonds, together with any other amounts made available by the Authority (collectively, the "Defeasance Deposit") has been used to purchase Defeasance Collateral in an aggregate amount sufficient, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, to pay when due, the principal or redemption price, if applicable, and interest due and to become due on said Authority Refunded Bonds (the "Defeasance Requirement"). Such Defeasance Deposit is being held in trust under an escrow deposit agreement dated the date hereof (the "Escrow Agreement"), between the Authority and The Bank of New York, as escrow agent. Samuel Klein &

May 16, 2008

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Company, verification agent, has certified that it has reviewed the accuracy of the mathematical computations of the adequacy of the Defeasance Deposit, as invested, to pay in full the Defeasance Requirement when due. We have undertaken no independent verification of the adequacy of the Defeasance Deposit.

Based on the foregoing and our examination of existing law, such legal proceedings and such other documents as we deem necessary to render this opinion, we are of the opinion that:

1. The Authority is a duly organized and validly existing public benefit corporation under the Constitution and laws of the State of New York, and such proceedings show lawful authority for the issuance and sale of the Series 2008A-E Bonds pursuant to the Nassau County Interim Finance Authority Act, Title 1 of Article 10 D of the Public Authorities Law, constituting Chapter 43 A of the Consolidated Laws of the State of New York, as supplemented by Chapter 179 of the Laws of 2000 and as amended by Chapter 528 of the Laws of 2002 (the "Act"), and the Indenture.

2. The Series 2008A-E Bonds have been duly authorized, executed and delivered by the Authority and are valid and binding obligations of the Authority payable from the Revenues pledged and the other collateral provided therefor in the Indenture. The Bonds do not constitute a debt of the State or the County, and neither the State nor the County shall be liable thereon, nor shall the Bonds be payable out of any funds other than those of the Authority.

3. The Act validly provides for (a) the payment to the Authority of sales and compensating use tax net collections paid or payable to the Authority pursuant to §1261 of the Tax Law or a successor statute (the "Sales Tax Revenues"), (b) the Authority's pledge to the Trustee of the Sales Tax Revenues, the Accounts and the money and investments on deposit therein (collectively, the "Revenues"), and (c) the application of proceeds of the Bonds to finance Financeable Costs. Under the laws of the State, including the Constitution of the State, and under the Constitution of the United States, the Act is valid with respect to all provisions thereof material to the subject matter of this opinion letter.

4. The Sales Tax Revenues are subject neither to appropriation by the County or the State, nor to prior claims in favor of other obligations or purposes of the County or the State except as specified in §1261 of the Tax Law with respect to overpayments and the State's reasonable costs in administering, collecting and distributing such taxes. Upon any failure of the State Legislature to make required appropriations for State debt obligations, the Sales Tax Revenues would not constitute revenues applicable to the General Fund of the State; hence Article 7, Section 16 of the State Constitution does not mandate such money to be set apart by the State Comptroller for the payment of State obligations.

5. The Indenture (a) has been duly and lawfully authorized, executed and delivered by the Authority, (b) creates the valid pledge of Revenues and other collateral that it purports to create and (c) is a valid and binding agreement, enforceable in accordance with its terms, of the Authority and, to the extent specified in the Act, the State. The lien of the Indenture on the Revenues for the security of the Bonds is prior to all other liens thereon. The Act does not restrict the right of the State to amend, modify, repeal or otherwise alter statutes imposing or relating to the taxes payable to the Authority pursuant to § 1261 of the Tax Law or fees, or appropriations relating thereto, nor does it obligate the State to make any payments not specified in the Act or impose any taxes to satisfy the obligations of the Authority.

6. The pledge of Revenues and other collateral made by the Authority in the Indenture is valid, binding and perfected without any physical delivery of the collateral or further act, and the lien thereof is valid, binding and perfected against all parties having claims of any kind in tort, contract or otherwise against the Authority irrespective of such parties' notice thereof.

7. The Agreement has been duly authorized, executed and delivered by the Authority and assuming due and proper authorization, execution and delivery by the County, constitutes a legal, valid and binding agreement of the parties (including with respect to the County, its pledge and agreement not to limit or alter the rights vested in the Authority by the Act to fulfill the terms of any agreements made with Holders of Outstanding Bonds pursuant to the Act, or in any way impair the rights and remedies of such Holders or the security for such Bonds), enforceable in accordance with its terms.

8. Pursuant to the Act, the State Comptroller shall pay the Sales Tax Revenues to the Trustee, to be applied first pursuant to the Authority's contracts with the holders of the Bonds, then to pay the Authority's operating expenses, and then pursuant to the Authority's agreements with the County, which shall require the Authority to transfer the balance of such taxes to the County as frequently as practicable; all of which is provided for in the Indenture and the Agreement.

9. The Authority is not eligible for protection from its creditors pursuant to Title 11 (the "Bankruptcy Code") of the United States Code. Pursuant to the Act, so long as any Bonds are Outstanding, neither the County nor any "covered organization" (as defined in the Act) is eligible to file a petition for protection from its creditors under either the Bankruptcy Code or the laws of the State.

10. No registration with, consent of, or approval by any governmental agency or commission that has not been obtained is necessary for the execution and delivery of the Series 2008A-E Bonds.

11. Except as provided in the following sentence, interest on the Series 2008A-E Bonds is not includable in the gross income of the owners of the Series 2008A-E Bonds for purposes of Federal income taxation under existing law. Interest on the Series 2008A-E Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of the Series 2008A-E Bonds in the event of a failure by the Authority or the County to comply with the applicable requirements of the Internal Revenue Code of 1986, as amended (the "Tax Code"), and their respective covenants regarding use, expenditure and investment of bond proceeds and the timely payment of certain investment earnings to the United States Treasury; and we render no opinion as to the effect on the exclusion from gross income of interest on the Series 2008A-E Bonds for Federal income tax purposes on or after the date on which any action is taken under the Series 2008 Bond proceedings or related proceedings upon the approval of counsel other than ourselves.


12. Interest on the Series 2008A-E Bonds is not a specific preference item for purposes of the Federal individual or corporate alternative minimum tax. The Tax Code contains other provisions that could result in tax consequences, upon which we render no opinion, as a result of ownership of such Bonds or the inclusion in certain computations (including without limitation, those related to the corporate alternative minimum tax) of interest that is excluded from gross income.

13. Under the Act, interest on the Series 2008A-E Bonds is exempt from personal income taxes imposed by the State or any political subdivision thereof.

14. The Escrow Agreement has been duly authorized, executed and delivered by the Authority and, assuming the due authorization, execution and delivery of the Escrow Agreement by the escrow agent, the Escrow Agreement is a valid and binding obligation of the Authority, enforceable in accordance with its terms. The Authority Refunded Bonds have been paid within the meaning and with the effect expressed in the Indenture, and the covenants, agreements and other obligations of the Authority to the holders of the Authority Refunded Bonds have been discharged and satisfied.

The rights of the Bondholders and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable and except as specifically stated above, and may also be subject to the exercise of the State's police powers and of judicial discretion in appropriate cases.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions. Such opinions may be adversely affected by actions taken or events occurring, including a change in law, regulation or ruling (or in the application or official interpretation of any law, regulation or ruling) after the date hereof. We have not undertaken to determine, or to inform any person, whether such actions are taken or such events occur and we have no obligation to update this opinion in light of such actions or events.



APPENDIX B

SERIES 2008D-1 BONDS DEFINITIONS

Definitions

In addition to the terms defined elsewhere in the Indenture, in the Liquidity Facility and in the Series 2008D-1 Bonds (the “Adjustable Rate Bonds”), and unless the context otherwise requires:

“*Bank Bond*” or “*Purchased Bond*” means any Adjustable Rate Bond of a Series (or beneficial interest therein) during the period from and including the date moneys paid by the Bank under the Liquidity Facility are applied (or set aside for application) to the payment of the Purchase Price of such Bond pursuant to the Sixteenth Supplemental Indenture to but excluding the date such Bond ceases to be a Bank Bond or Purchased Bond at the time and in the manner described in such Liquidity Facility (whether by reason of the remarketing thereof by the Remarketing Agent or otherwise as specified in such Liquidity Facility).

“*Bank Rate*” or “*Purchased Bond Rate*”, when used with reference to a Bank Bond, means the “Bank Rate” as such term is defined in the Liquidity Facility under which such Bank Bond became a Bank Bond.

“*Bond Counsel*” means a nationally recognized “*Bond Counsel*” retained by the Authority.

“*Bondholder*”, “*holder*”, “*Bondowner*” or “*owner*” means the person in whose name any Bond is registered on the books of the Authority.

“*Business Day*” means, with respect to a Series, a day other than a day (a) on which commercial banks in (i) The City of New York, New York, or (ii) any of such other cities as may be specified in the Liquidity Facility, are required or authorized by law or executive order to close or (b) on which the New York Stock Exchange is closed.

“*Conversion*” means a change in the type of interest Rate Period applicable to Adjustable Rate Bonds to a Fixed Rate Period, the Money Market Mode or a Variable Rate; including a change to a different type of Variable Rate Period and including a change from a Term Rate Period to a Term Rate Period equal (or approximately equal) in length to a different number of years from the preceding Term Rate Period. In a Conversion to a Fixed Rate Period, the Authority may at its option serialize Term Bonds in accordance with the provisions thereof for mandatory redemption.

“*Conversion Date*” means the effective date of a Conversion.

“*Daily Rate*” means the interest rate that may be determined for the Adjustable Rate Bonds on each Business Day pursuant to the applicable provisions of the Sixteenth Supplemental Indenture.

“*Default Rate*”, when used with reference to a Bank Bond, means the “Default Rate” as such term is defined in the Liquidity Facility under which such Bank Bond became a Bank Bond; *provided*, however, that the Default Rate shall not exceed the Maximum Lawful Rate.

“*Electronic Means*” means telephone, telecopy, telegraph, telex, internet, electronic mail, facsimile transmission or any other similar means of electronic communication. Any communication by telephone as an Electronic Means shall be promptly confirmed in writing or by one of the other means of electronic communication authorized herein.

“*Eligible Account*” means an account that is maintained with either a federal or state-chartered depository institution or trust company that has an S&P short-term debt rating of at least ‘A-2’ (or, if no short-term debt rating, a long-term debt rating of ‘BBB+’) or the corporate trust department of a federal or state-chartered depository institution subject to regulations regarding fiduciary funds on deposit similar to Title 12 of the U.S. Code of Federal Regulation Section 9.1(b), which, in either case, has corporate trust powers and is acting in its fiduciary capacity. In the event that an account required to be an “Eligible Account” no longer complies with the foregoing requirement, the Authority shall promptly (and, in any case, within not more than 30 calendar days) cause such account to be held by another financial institution such that the Eligible Account requirement will again be satisfied.

“*Fixed Rate*” means the rate at which Adjustable Rate Bonds shall bear interest from and including the Fixed Rate Conversion Date therefor to the maturity or earlier redemption thereof.

“*Index Rate*” means a per annum rate equal to the lower of (x) SIFMA Index plus 25 basis points or (y) 25%; except, that the Index Rate shall not exceed the Maximum Lawful Rate.

“*Liquidity Condition*” means a Suspension Event or a Special Event of Default.

“*Maximum Lawful Rate*” means, with respect to any obligation, the maximum rate of interest on such obligation permitted by applicable law.

“*Maximum Rate*” means, with respect to Series 2008D-1 Bonds (other than Bank Bonds or Purchased Bonds), a rate per annum equal to 15%, and, with respect to Bank Bonds or Purchased Bonds, a rate per annum equal to 25%, or such lower percentage as specified by the Liquidity Facility, but in no event higher than the Maximum Lawful Rate.

“*Money Market Mode*” means that Period or sequence of Periods during which Adjustable Rate Bonds bear interest at Money Market Municipal Rates.

“*Money Market Municipal Rate*” or “*MMMR*” means the interest rate that may be separately determined for an Adjustable Rate Bond pursuant to the applicable provisions of the Sixteenth Supplemental Indenture. The MMR shall not exceed the Maximum Rate per annum.

“*Monthly Rate*” means the interest rate that may be determined for Adjustable Rate Bonds on a monthly basis pursuant to the applicable provisions of the Sixteenth Supplemental Indenture.

“*Purchase Date*” means each date on which Series 2008D-1 Bonds are subject to optional tender for purchase or to mandatory tender for purchase pursuant to the applicable provisions of the Sixteenth Supplemental Indenture.

“*Purchase Price*” means, with respect to a Tendered Bond subject to purchase on a Purchase Date, an amount equal to the principal amount thereof plus (if such Purchase Date is not an Interest Payment Date therefor) accrued and unpaid interest thereon to such Purchase Date.

“*Quarterly Rate*” means the interest rate that may be determined for Adjustable Rate Bonds on a quarterly basis pursuant to the applicable provisions of the Sixteenth Supplemental Indenture.

“*Rate Period*” or “*Period*” means a period during which a specific rate of interest determined for any Adjustable Rate Bonds will remain in effect.

“*Rating Agency*” means each of Standard & Poor’s Ratings Service (“S&P”) and Fitch, Inc. (“Fitch”), that has a rating in effect, at the request of the Authority, for the Adjustable Rate Bonds.

“*Record Date*” means with respect to each Interest Payment Date (a) during a Daily, Weekly or Monthly Rate Period, the last Business Day of the calendar month next preceding such Interest Payment Date; (b) during a Quarterly, Semiannual or Term Rate Period, or for the Interest Payment Date on the first Business Day of the sixth calendar month in an MMR Period exceeding six months, the fifteenth day of the calendar month next preceding such Interest Payment Date; (c) during a Fixed Rate Period, the last business day of the calendar month preceding the Interest Payment Date; and (d) with respect to a Bank Bond, such Interest Payment Date.

“*Remarketing Agent*” means M.R. Beal & Company, with respect to the Series 2008D-1 Bonds, or any successor appointed in accordance with the Sixteenth Supplemental Indenture and with the Liquidity Facility.

“*Remarketing Notice*” means the notice provided by the Remarketing Agent to the Tender Agent pursuant to the Sixteenth Supplemental Indenture with respect to the principal amount of Adjustable Rate Bonds subject to tender for purchase that has or has not been remarketed.

“*Semiannual Rate*” means the interest rate that may be determined for Adjustable Rate Bonds on a semiannual basis pursuant to the applicable provisions of the Sixteenth Supplemental Indenture.

“*SIFMA Index*” means, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by the Securities Industry and Financial Markets Association (“SIFMA”) or any person acting in cooperation with or under the sponsorship of SIFMA and acceptable to the Remarketing Agent, provided, however that “SIFMA Index” shall mean such other index as may be agreed upon by the Authority and the Remarketing Agent if, in the opinion of the Remarketing Agent, the existing SIFMA Index no longer results in a market rate of interest on the Adjustable Rate Bonds.

“*Special Event of Default*” means an event described in the Liquidity Facility upon the occurrence of which the applicable Bank’s obligation to purchase Adjustable Rate Bonds is immediately terminated and, accordingly, such Adjustable Rate Bonds are not subject to tender for purchase.

“*Stated Expiration Date*” means, with respect to the Liquidity Facility, the date on which the Liquidity Facility is scheduled to expire in accordance with its terms (without giving effect to the occurrence of any event that may accelerate the termination of such Liquidity Facility in accordance with the terms of such Liquidity Facility), as such date may be extended from time to time in accordance with such Liquidity Facility.

“*Suspension Event*” means an event described in the Liquidity Facility upon the occurrence of which the applicable Bank’s obligation to purchase Adjustable Rate Bonds is immediately suspended, but not terminated and, accordingly, such Adjustable Rate Bonds are not subject to tender for purchase.

“*Tender Agent*” means The Bank of New York Mellon, New York, New York, or any successor appointed in accordance herewith and with the Liquidity Facility.

“*Tendered Bonds*” means all Adjustable Rate Bonds tendered or deemed tendered for optional or mandatory purchase pursuant to the Sixteenth Supplemental Indenture. Except upon Conversion, Bonds bearing interest as Bank Bonds or at the Index Rate are not subject to tender for purchase and do not become Tendered Bonds.

“*Term Rate*” means the interest rate that may be determined for Adjustable Rate Bonds for a Period that is equal or approximately equal to (but not more than) one year or any whole multiple thereof.

“*Undelivered Bond*” means a Bond subject to tender for purchase on a Purchase Date and for the payment of the Purchase Price of which the Tender Agent holds sufficient moneys on such Purchase Date, but which is not delivered to the Tender Agent on such Purchase Date.

“*Variable Rate*” means, as the context requires, the Daily, Weekly, Monthly, Quarterly, Semiannual or Term Rate applicable to Adjustable Rate Bonds. The Variable Rate shall not exceed the Maximum Rate.

“*Weekly Rate*” means the interest rate that may be determined for Adjustable Rate Bonds on a weekly basis pursuant to the applicable provisions of the Sixteenth Supplemental Indenture.

“*Written Notice*”, “*written notice*” or “*notice in writing*” means notice in writing which may be delivered by hand or first class mail or Electronic Means.

APPENDIX C

SUMMARY OF THE LIQUIDITY FACILITY

The following summary of the Liquidity Facility does not purport to be comprehensive or definitive and is subject to all the terms and provisions of the Liquidity Facility to which reference is made hereby. Investors are urged to obtain and review a copy of the Liquidity Facility in order to understand all of the terms of that document. Copies of the Liquidity Facility may be obtained from the Authority. Capitalized terms used in the following summary which are not otherwise defined in this Reoffering Circular shall have the meanings given such terms in the Liquidity Facility.

THE LIQUIDITY FACILITY

General

The Liquidity Facility provides that The Bank of New York Mellon (the “Bank”) shall purchase, subject to certain conditions, Series 2008D-1 Bonds tendered or deemed tendered from time to time pursuant to an optional or mandatory tender by owners thereof in accordance with the terms of the Indenture, in each case, to the extent such Series 2008D-1 Bonds are not remarketed by the Remarketing Agent for the Series 2008D-1 Bonds. The Liquidity Facility will expire on November 16, 2015, unless terminated earlier pursuant to their terms.

Under certain circumstances described below, the obligation of the Bank to purchase the Series 2008D-1 Bonds tendered or deemed tendered by the owners thereof pursuant to an optional or mandatory tender may be suspended or terminated, in certain cases, without notice to the Trustee or the holders of the Series 2008D-1 Bonds. In such event, sufficient funds may not be available to purchase Series 2008D-1 Bonds tendered or deemed tendered by the owners thereof pursuant to an optional or mandatory tender. In addition, the Liquidity Facility does not provide security for the payment of principal or interest or premium, if any, on the Series 2008D-1 Bonds.

Purchase of Tendered Bonds by the Bank

The Bank will purchase from time to time, subject to the satisfaction of certain conditions contained in the Liquidity Facility, during the period prior to the expiration, or earlier termination or suspension of the Liquidity Facility pursuant to the terms of the Liquidity Facility, Series 2008D-1 Bonds bearing interest at a Daily Rate, a Weekly Rate or a Monthly Rate tendered or deemed tendered from time to time pursuant to an optional or mandatory tender by owners thereof in accordance with the terms and provisions of the Indenture, in each case, to the extent such Series 2008D-1 Bonds are not remarketed in accordance with the terms and provisions of the Remarketing Agreement for the Series 2008D-1 Bonds. The price to be paid by the Bank for such Series 2008D-1 Bonds will be equal 100% of the principal amount of such Series 2008D-1 Bonds plus (if such date of purchase is not an Interest Payment Date) accrued and unpaid interest thereon to the date of such purchase. The aggregate principal amount of all Series 2008D-1 Bonds purchased on any date, together with the aggregate principal amount of all Bank Bonds (as defined in the Liquidity Facility) then outstanding, shall not exceed the Available Principal Commitment (as defined in the Liquidity Facility). The aggregate interest amount of all Series 2008D-1 Bonds purchased on any date shall not exceed the lesser of (i) the Available Interest Commitment (as defined in the Liquidity Facility) on such date or (ii) the actual aggregate amount of interest accrued on such Series 2008D-1 Bonds, other than Defaulted Interest (as defined in the Liquidity Facility), to but excluding such purchase date; provided that if the applicable purchase date is an Interest Payment Date

the amount described in clause (ii) shall be reduced by the amount of interest payable on such Series 2008D-1 Bonds on such Interest Payment Date.

Events of Termination

The occurrence of any of the following events shall constitute an Event of Termination under the Liquidity Facility. Reference is made to the Liquidity Facility for a complete description of all Events of Termination.

(a) any principal or interest due on the Series 2008D-1 Bonds (including any Bank Bonds) is not paid when due, whether on any regularly scheduled interest payment date, at maturity, upon redemption or acceleration (but not with respect to accelerated amortization of Bank Bonds pursuant to the Liquidity Facility), or otherwise;

(b) nonpayment of any other amounts payable by the Authority to the Bank when and as due under the Liquidity Facility or under the Letter Agreement between the Bank and the Authority with respect to fees;

(c) any representation or warranty made by the Authority in the Liquidity Facility (or incorporated therein by reference) or in any of the other Related Documents (defined in the Liquidity Facility to include the Indenture (including the Sixteenth Supplemental Indenture), the Series 2008D-1 Bonds, the Financing Agreement, the Tender Agent Agreement, the Liquidity Facility, the Custody Agreement, the Letter Agreement between the Authority and the Bank relating to fees, the Remarketing Agreement for the Series 2008D-1 Bonds, this Remarketing Circular and any other agreement or instrument relating to the transactions contemplated thereby) or in any certificate, document, instrument, opinion or financial or other statement contemplated by or made or delivered pursuant to or in connection with the Liquidity Facility or with any of the other Related Documents, shall prove to have been incorrect, incomplete or misleading in any material respect when made or deemed to have been made;

(d) default in the due observance or performance by the Authority of certain affirmative and negative covenants of the Authority set forth in the Liquidity Facility;

(e) default in the due observance or performance by the Authority of any other term, covenant or agreement set forth (or incorporated by reference) in the Liquidity Facility and the continuance of such default for thirty (30) days after the occurrence thereof;

(f) one or more final, unappealable judgments against the Authority for the payment of money, and not covered by insurance, which, individually or in the aggregate, equal or exceed \$10,000,000 shall remain unpaid, unstayed, undischarged, unbonded or undismissed for a period of sixty (60) days;

(g) a proceeding is instituted in a court having jurisdiction in the premises seeking an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution in respect to the Authority or for any substantial part of its property under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or for the appointment of a receiver, liquidator, assignee, custodian, trustee or sequestrator (or other similar official) and such proceeding is not terminated within sixty (60) days of commencement or such court enters an order granting the relief sought in such proceeding, or the Authority shall institute or take any corporate action for the purpose of instituting any such proceeding, or a moratorium, debt restructuring, debt adjustment, or comparable extraordinary restriction with respect to the

payment of principal or interest on the Series 2008D-1 Bonds is declared by any Governmental Authority of competent jurisdiction, or the Authority shall become insolvent within the meaning of the U.S. Bankruptcy Code, shall state in writing that it is unable generally to pay principal of or interest on the Series 2008D-1 Bonds or any other Parity Indebtedness (defined in the Liquidity Facility as indebtedness which is secured by a pledge of the trust estate under the Indenture on a parity basis with, or is senior to, the Series 2008D-1 Bonds and all other Senior Bonds of the Authority) as they become due, shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or sequestrator (or other similar official) of the Authority or for any substantial part of its property, or shall make a general assignment for the benefit of creditors, or the Authority shall declare a moratorium, debt restructuring, debt adjustment, or comparable extraordinary restriction with respect to the payment of principal of or interest on the Series 2008D-1 Bonds or any other Parity Indebtedness of the Authority, or shall take any corporate action in furtherance of any of the foregoing;

(h) (i) any court shall have ruled pursuant to a judgment or order, or any other Governmental Authority having jurisdiction shall find or rule, that the Liquidity Facility, the Indenture or the Series 2008D-1 Bonds or any material provision thereof with respect to the payment of principal or interest on the Series 2008D-1 Bonds (including Bank Bonds) or with respect to the Security (defined in the Liquidity Facility as the pledge of the trust estate by the Authority pursuant to the Indenture) therefor shall cease to be valid and binding on the Authority, or the Authority shall deny in writing that the Authority has any or further liability under the Liquidity Facility, the Indenture or the Series 2008D-1 Bonds or any material provision thereof with respect to the payment of principal or interest on the Series 2008D-1 Bonds (including Bank Bonds) or with respect to the Security therefor, or (ii) the Liquidity Facility, the Indenture or the Series 2008D-1 Bonds or any material provision thereof with respect to the payment of principal or interest on the applicable Series of the 2008D-1 Bonds (including Bank Bonds) or with respect to the Security therefore shall in a judicial proceeding or any other official action commenced by the Authority, be contested by the Authority in said proceeding or action, or (iii) any court shall have ruled pursuant to a judgment or order, or any other Governmental Authority having jurisdiction shall find or rule, that the Liquidity Facility, the Indenture or the Series 2008D-1 Bonds or any material provision thereof with respect to the payment of principal or interest on the Series 2008D-1 Bonds (including Bank Bonds) or with respect to the Security therefor is null and void, invalid, unenforceable or not binding on the Authority;

(i) (i) the long-term rating of the Series 2008D-1 Bonds or any Parity Indebtedness is lowered below “BBB-” (or its equivalent) by S&P and Fitch and below “Baa3” by Moody’s, or such long-term ratings are suspended or withdrawn by S&P, Fitch and Moody’s for credit-related reasons; or (ii) the long-term rating of the Series 2008D-1 Bonds or any Parity Indebtedness is lowered below “BBB” (or its equivalent) by S&P and Fitch and below “Baa2” by Moody’s;

(j) the occurrence of an “event of default” under any of the Related Documents which is not cured within any applicable cure period shall occur which, if not cured, would give rise to remedies available thereunder;

(k) the Authority shall (i) default in any payment of principal of, premium, if any, or interest on any Parity Indebtedness, other than Indebtedness owed pursuant to the Liquidity Facility; or (ii) default in the observance or performance of any other agreement or condition relating to any such Parity Indebtedness (other than by virtue of an Event of Termination under

the Liquidity Facility) or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Parity Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Parity Indebtedness to become due and payable;

(l) one or more final, unappealable attachments against the property of the Authority, the operation or result of which, individually or in the aggregate, equal or exceed \$10,000,000 shall remain unpaid, unstayed, undischarged, unbonded or undismissed for a period of sixty (60) days; or

(m) a default shall occur and be continuing under any other agreement between the Authority and the Bank or under any other obligation owed by the Authority to the Bank.

Remedies

Following the occurrence of the above-described Events of Termination, the Bank may take any one or more of the following actions, among others. Reference is made to the Liquidity Facility for a complete listing of all consequences of Events of Termination.

(a) In the case of an Event of Termination specified in clause (a), (f), (g), (h)(i), (h)(iii), (i)(i) or (k)(i) under the subheading “Events of Termination” above (each an “Immediate Termination Event”), the Available Commitment of the Bank and the obligation of the Bank to purchase the Series 2008D-1 Bonds shall immediately terminate without prior notice or demand, and thereafter the Bank shall be under no obligation to purchase the Series 2008D-1 Bonds. Promptly after the Bank receives notice or otherwise becomes aware of the occurrence of an Immediate Termination Event, the Bank shall give written notice of the same to the Authority, the Trustee, the Tender Agent and the Remarketing Agent for the Series 2008D-1 Bonds; provided, that the Bank shall incur no liability or responsibility whatsoever by reason of its failure to receive or give such notice and such failure shall in no way affect the termination of the Bank’s Available Commitment and of its obligation to purchase the Series 2008D-1 Bonds pursuant to the Liquidity Facility.

(b) In the case of an Event of Termination other than as set forth in clause (a) of this subheading “Remedies”, the Bank may terminate the Available Commitment by giving written notice (a “Notice of Termination”) to the Authority, the Remarketing Agent for the Series 2008D-1 Bonds, the Tender Agent and the Trustee, specifying the date on which the Bank’s Available Commitment shall terminate (the “Termination Date”), which shall be not less than thirty (30) days from the date of receipt of such notice by the Tender Agent, and on and after the Termination Date, the Bank shall be under no further obligation to purchase the Series 2008D-1 Bonds under the Liquidity Facility.

(c) Upon the occurrence and during the continuance of a Potential Termination Event (defined in the Liquidity Facility as the occurrence of any event which, with the passage of time, the giving of notice, or both, would become an Event of Termination) described in clause (g) under the subheading “Events of Termination” above or an Event of Termination described in clause (h)(ii) under the subheading “Events of Termination” above (each a “Suspension Event”), the obligation of the Bank to purchase the Series 2008D-1 Bonds under the Liquidity Facility shall be immediately and automatically suspended, without notice, and the Bank shall be under no further obligation under the Liquidity Facility to purchase the Series 2008D-1 Bonds, until the Authority’s obligations or the Security being contested pursuant to clause (h)(ii) above are upheld

in their entirety, or the bankruptcy, insolvency or similar proceeding referred to in clause (g) under the subheading “Events of Termination” above is terminated prior to the court entering an order granting the relief sought in such proceeding, respectively. In the event any such proceeding is terminated or such final judgment or order or moratorium is paid, discharged, vacated, bonded, dismissed, lifted or stayed, then the obligations of the Bank under the Liquidity Facility shall be automatically reinstated and the terms of the Indenture shall continue in full force and effect (unless the Bank Purchase Period, as defined in the Liquidity Facility, shall have expired) as if there had been no such suspension. Promptly after the Bank receives notice or otherwise becomes aware of the occurrence of a Suspension Event, the Bank shall give written notice of the same to the Authority, the Trustee, the Tender Agent and the Remarketing Agent for the Series 2008D-1 Bonds; provided, that the Bank shall incur no liability or responsibility whatsoever by reason of its failure to receive or give such notice and such failure shall in no way affect the suspension of the Bank’s Available Commitment and of its obligation to purchase the Series 2008D-1 Bonds pursuant to the Liquidity Facility. In the event any Potential Termination Event described in clause (g) under the subheading “Events of Termination” above becomes an Event of Termination, this Agreement shall terminate pursuant to the terms of clause (a) of this subheading “Remedies”.

(d) In addition to the rights and remedies set forth in clause (a), (b) and (c) of this subheading “Remedies”, in the case of any Event of Termination specified under the subheading “Events of Termination” above, upon the election of the Bank, The Bank shall have all the rights and remedies available to it under the Liquidity Facility, the Related Documents, or otherwise pursuant to law or equity.

APPENDIX D

DESCRIPTION OF THE BANK

The information set forth in this Appendix with respect to the Bank has been furnished by the Bank. Neither the Authority, nor any of its advisors or counsel, nor the Remarketing Agent, has any responsibility for or makes any representation with respect to the information set forth in this Appendix.

THE BANK OF NEW YORK MELLON

The Bank of New York Mellon, a New York state chartered bank (the "Bank"), is one of the two principal banking subsidiaries of The Bank of New York Mellon Corporation (NYSE: BK), a bank holding company and a financial holding company ("BNY Mellon"). BNY Mellon is a global financial services company focused on helping clients manage and service their financial assets, operating in 36 countries and serving more than 100 markets. BNY Mellon is a leading provider of financial services for institutions, corporations and high-net-worth individuals, offering investment management and investment services through a worldwide team.

As of June 30, 2012, it had \$27.1 trillion in assets under custody and administration, \$1.3 trillion in assets under management, serviced \$11.5 trillion in outstanding debt and processed global payments averaging \$1.4 trillion per day. Additional information is available at www.bnymellon.com.

As of June 30, 2012, the Bank had long-term senior debt ratings of "Aa1", "AA-", "AA" and "AA" and short-term deposit ratings of "P1", "A-1+", "F1+" and "R-1 (high)" from Moody's Investors Service, Inc., Standard & Poor's Rating Services, Fitch Ratings and DBRS, respectively. A debt rating is not a recommendation to buy, sell or hold securities, and may be subject to revision or withdrawal at any time by the assigning rating organization. Each rating should be evaluated independently of any other rating. BNY Mellon ratings information is available at <http://www.bnymellon.com/investorrelations/creditratings.html>.

BNY Mellon's principal office is located at One Wall Street, New York, New York 10286. A copy of the most recent Annual Report on Form 10-K of BNY Mellon may be obtained from BNY Mellon's Public Relations Department, One Wall Street, 31st Floor, (212) 635-1569. For additional information about BNY Mellon, please refer to the reports filed with the Securities and Exchange Commission, including BNY Mellon's Form 10-K, proxy statement, quarterly reports on Form 10-Q and current reports on Form 8-K, available at www.sec.gov.

The information contained in this Appendix relates to and has been obtained from the Bank. The delivery of the Reoffering Circular shall not create any implication that there has been no change in the affairs of the Bank since the date hereof, or that the information contained or referred to in this Appendix is correct as of any time subsequent to its date.

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**NASSAU COUNTY
INTERIM FINANCE
AUTHORITY**

\$123,185,000

**Sales Tax Secured
Variable Rate Bonds,
Series 2008D-1**

REOFFERING CIRCULAR

November 14, 2012