

CLOSING ITEM NO.: H-1

GENERAL CERTIFICATE
OF
RBC DAIN RAUSCHER INC.

This certificate is made in connection with the acceptance by RBC Dain Rauscher Inc. (the ARemarketing Agent@) of its appointment by the City of Cohoes Industrial Development Agency (the AIssuer@), a public benefit corporation duly organized and existing pursuant to Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the AEnabling Act@) and Chapter 313 of the Laws of 1972 of New York, as amended, constituting Section 896-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the AAct@), and AHF - Columbia Crest, LLC (the ACompany@) as remarketing agent under a certain trust indenture dated as of September 1, 2003 (the AIndenture@) by and between the Issuer and The Bank of New York, as trustee (the ATrustee@) for the holders from time to time of the Issuer=s Variable Rate Civic Facility Revenue Bonds (Columbia Crest Senior Housing Project - Letter of Credit Secured), Series 2003 in the aggregate principal amount of \$5,560,000 (the ABonds@) issued to provide funds with which the Issuer can undertake a project (the AProject@) for the benefit of the Company, which Project consists of: (A) (1) the acquisition of an interest in an approximately six and one-half acre parcel of land (the "Land") located at 427 Columbia Street, in the City of Cohoes in Albany County, New York (the "Land"), (2) the construction on the Land of an approximately 100,000 square foot building containing approximately ninety units of housing for elderly residents (the "Facility") and (3) the acquisition and installation therein and thereon of certain machinery and equipment related thereto (the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"; (B) the financing of all or a portion of the costs of the foregoing by the issuance of exempt revenue bonds of the Agency in one or more issues or series; (C) the granting of certain other "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from sales taxes, real property transfer taxes and mortgage recording taxes (collectively with the Obligations, the "Financial Assistance"); and (D) the lease (with an obligation to purchase) or sale of the Project Facility to the Company.

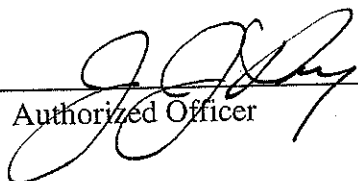
Capitalized terms used herein which are not otherwise defined herein and which are defined in the Indenture shall have the meanings ascribed to them in the Indenture, except that, for purposes of this certificate, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

THE UNDERSIGNED OFFICER OF THE REMARKETING AGENT HEREBY CERTIFIES THAT:

1. I am an officer of the Remarketing Agent and am duly authorized to execute and deliver this certificate in the name and on behalf of the Remarketing Agent.
2. The Remarketing Agent is a broker dealer duly organized and validly existing under the laws of the State of New York, has the power to enter into the Remarketing Agreement and to carry out its obligations thereunder, and has properly authorized the execution, delivery and performance of the Remarketing Agreement.
3. Neither the execution and delivery of the Remarketing Agreement, the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions thereof will conflict with or result in a breach of any of the terms, conditions or provisions of the Remarketing Agent's charter or By-Laws, any other documents under which the Remarketing Agent was formed or is governed, or any order, judgment, agreement or instrument to which the Remarketing Agent is a party or by which it is bound, or will constitute a default under any of the foregoing.
4. The Remarketing Agreement is a valid and binding obligation of the Remarketing Agent, enforceable in accordance with its terms.
5. There is no litigation or proceeding pending at law or in equity against the Remarketing Agent or, to the best of our knowledge, threatened in any judicial, quasi-judicial or administrative forum which challenges the validity of the Remarketing Agreement or any resolution or other action of the Remarketing Agent adopted or taken in connection with the Remarketing Agreement, or which seeks to enjoin any of the transactions contemplated by such instruments or the performance by the Remarketing Agent of any of its obligations thereunder, or which in any way contests the existence or the powers of the Remarketing Agent.
6. All necessary action has been taken by the Remarketing Agent for the approval, execution and delivery by the Remarketing Agent of the Remarketing Agreement and any and all such other agreements, documents and approvals as are required to be executed, delivered and received by the Remarketing Agreement in order to carry out, give effect to and consummate the transactions contemplated thereby.

IN WITNESS WHEREOF, I have hereunto set my signature as such officer of the Remarketing Agent this _____ day of April, 2007.

RBC DAIN RAUSCHER INC.

By:  _____
Authorized Officer

The undersigned, hereby certifies that the signature of the Authorized Officer of the Remarketing Agent subscribed to and contained in the foregoing certificate is true and genuine.

_____, Esq.