NEW YORK CITY HOUSING DEVELOPMENT CORPORATION

One Hundred Sixty-Third
Supplemental
Resolution Authorizing
the Issuance of
Multi-Family Housing Revenue Bonds,
2012 Series E

Adopted _______
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EXHIBIT A
One Hundred Sixty-Third Supplemental Resolution Authorizing

the Issuance of

Multi-Family Housing Revenue Bonds,

2012 Series E

BE IT RESOLVED by the Members of the NEW YORK CITY HOUSING DEVELOPMENT CORPORATION (the “Corporation”) as follows:

ARTICLE I

DEFINITIONS AND AUTHORITY

Section 1.1. Short Title. This resolution may hereafter be cited by the Corporation and is herein referred to as the “One Hundred Sixty-Third Supplemental Multi-Family Housing Revenue Bond Resolution”.

Section 1.2. Definitions. (A) All terms which are defined in Section 1.2 of the resolution of the Corporation adopted July 27, 1993 and entitled “Multi-Family Housing Revenue Bonds Bond Resolution”, as amended (the “General Resolution”), have the same meanings, respectively, in this One Hundred Sixty-Third Supplemental Multi-Family Housing Revenue Bond Resolution as such terms are given in said Section 1.2.

(B) In addition, as used in this One Hundred Sixty-Third Supplemental Multi-Family Housing Revenue Bond Resolution:

“Acquired Project” shall mean a Project financed by a 2012 Series E Mortgage Loan, which is not a 2012 Series E Mortgage Loan insured by FHA Insurance, title to or the right to possession of which has been acquired by the Corporation through protection and enforcement of its rights conferred by law or the Mortgage upon such Project.

“Acquired Project Expenses” shall mean all costs and expenses arising from the acquisition, ownership, possession, operation or maintenance of an Acquired Project, including reasonable operating, repair and replacement reserves therefor.

“Acquired Project Gross Operating Income” shall mean all moneys received in connection with the acquisition, ownership, possession, operation or maintenance of an Acquired Project.

“Acquired Project Net Operating Income” shall mean Acquired Project Gross Operating Income less Acquired Project Expenses.
“Alternate Rate” means one hundred percent (100%) of the most recent The Securities Industry and Financial Markets Association (SIFMA) Municipal Swap Index theretofore published in The Bond Buyer or otherwise made available to the Trustee.

“Bank Bond” means any 2012 Series E Bond for which the Purchase Price has been paid with moneys provided under a Liquidity Facility, as described in Section 804 of Appendix A hereto.

“Beneficial Owner” means, whenever used with respect to a 2012 Series E Bond, the person in whose name such 2012 Series E Bond is recorded as the beneficial owner of such 2012 Series E Bond by a Participant on the records of such Participant or such person’s subrogee.

“Bond Counsel to the Corporation” means an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal, state and public agency financing, selected by the Corporation, and satisfactory to the Trustee.

“Bond Counsel’s Opinion” means an opinion signed by Bond Counsel to the Corporation.

“Business Day” means any day other than (a) a Saturday or a Sunday, (b) any day on which banking institutions located in (i) the City of New York, New York or (ii) the city in which the Principal Office of the Trustee is located or (iii) the city in which the Principal Office of the banking institution at which demands for payment under a Liquidity Facility are honored are required or authorized by law to close, (c) a day on which the New York Stock Exchange is closed, or (d) so long as any Series of Bonds is held in book-entry form, a day on which DTC is closed.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor of DTC with respect to the 2012 Series E Bonds.

“Change Date” means (i) each Interest Method Change Date, (ii) each Facility Change Date and (iii) a date not later than twenty-five (25) days after receipt by the Trustee of a “Notice of Termination Date” under a Liquidity Facility, which date shall be specified in the notice of the Trustee of the purchase of all 2012 Series E Bonds provided pursuant to Section 801(A) of Appendix A hereto.

“Daily Rate” means the rate of interest on a Series of 2012 Series E Bonds described in Section 201 of Appendix A hereto.

“Daily Rate Period” means any period of time during which a Series of 2012 Series E Bonds bears interest at the Daily Rate.

“Daily Rate Term” means, with respect to a Series of 2012 Series E Bonds earning interest at the Daily Rate, the period from and commencing on a Business Day and including and ending on the first day preceding the first Business Day thereafter.
“Debt Service Reserve Account Requirement” means, with respect to the 2012 Series E Bonds, as of any date of calculation, an amount equal to [_____] percent ([___]% of the principal amount of the Outstanding 2012 Series E Bonds.

“Demand Purchase Option” means, during a Daily Rate Period, a Weekly Rate Period or an Index Rate Period, the provision of a Series of 2012 Series E Bonds for purchase of any 2012 Series E Bond of such Series upon the demand of the owner thereof as described in Section 802 of Appendix A hereto.

“DTC” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors or assigns.

“Facility Change Date” means (i) any date on which a new Liquidity Facility replaces a prior Liquidity Facility, or (ii) the date which is two (2) Business Days prior to any date on which a Liquidity Facility terminates (except as may be provided in such Liquidity Facility) or expires and is not extended or replaced by a new Liquidity Facility; provided, however, that if, in connection with the issuance of Additional Bonds, an existing Liquidity Facility is replaced by a Liquidity Facility issued by the same Liquidity Provider that had issued the then existing Liquidity Facility and such replacement Liquidity Facility is issued on substantially identical terms and conditions with respect to the rights of the owners of the applicable Series of 2012 Series E Bonds to timely receipt of the Purchase Price thereof (including, but not limited to, the Mandatory Purchase Provision) as the then existing Liquidity Facility with respect to such Series of 2012 Series E Bonds, except that the stated amount of such replacement Liquidity Facility shall reflect the issuance of such Additional Bonds, then no Facility Change Date shall be deemed to have occurred as a result of such replacement so long as such replacement does not result in the suspension, downgrade or termination of the then existing rating(s) on such Series of 2012 Series E Bonds by the Rating Agencies.

“Federal Funds Rate” shall have the meaning specified in Section 401(A) of Appendix A hereto.

“Federal Housing Commissioner” means the Secretary of HUD (or successor thereof) or the Federal Housing Commissioner of the Federal Housing Administration (or successor thereof) or a duly authorized agent thereof.

“FHA Insurance” means the Federal mortgage insurance authorized pursuant to Section 220, 221(d)(3), 221(d)(4) or 223(f) of Title II of the National Housing Act of 1934, as amended.

“FHA Risk-Sharing Insurance” means the Federal mortgage insurance authorized pursuant to Section 542(c) of the Housing and Community Development Act of 1992.

“Fixed Rate” means the rate or rates of interest on a Series of 2012 Series E Bonds described in Section 701 of Appendix A hereto.

“Fixed Rate Conversion Date” shall have the meaning set forth in Section 701(A) of Appendix A hereto.
“Fixed Rate Period” means any period of time during which a Series of 2012 Series E Bonds bears interest at the Fixed Rate.

“Flexible Rate” means, with respect to any particular 2012 Series E Bond during a Flexible Rate Term, the rate of interest on such 2012 Series E Bond described in Section 501 of Appendix A hereto.

“Flexible Rate Period” means any period of time during which a Series of 2012 Series E Bonds bears interest at the Flexible Rate.

“Flexible Rate Start Date” shall have the meaning specified in Section 501(A) of Appendix A hereto.

“Flexible Rate Term” shall have the meaning specified in Section 501(D) of Appendix A hereto.

“HUD” means the United States Department of Housing and Urban Development, or any successor thereof.

“Index Rate” means the rate of interest on a Series of 2012 Series E Bonds described in Section 402 of Appendix A hereto.

“Index Rate Period” means any period of time during which a Series of 2012 Series E Bonds bears interest at the Index Rate.

“Index Rate Term” shall have the meaning described in Section 402 of Appendix A hereto.

“Interest Adjustment Date” means each date on which a new Flexible Rate Term or Term Rate Term, as the case may be, begins as provided in Section 501(D) and Section 601(D), respectively, of Appendix A hereto.

“Interest Method Change Date” means any date on which the method of determining the interest rate on a Series of 2012 Series E Bonds changes or which is an Interest Adjustment Date pursuant to Section 501(D) or Section 601(D), respectively, of Appendix A hereto, as established by the terms and provisions of Appendix A hereto.

“Letter of Representations” means the Blanket Issuer Letter of Representations, dated April 26, 1996, from the Corporation to DTC, applicable to the 2012 Series E Bonds.

“Liquidity Facility” means any instrument providing for the timely payment of the Purchase Price of a Series of 2012 Series E Bonds, including, but not limited to, a letter of credit, guaranty, standby loan commitment, standby bond purchase agreement or other liquidity facility, or any combination thereof, dated as of the date of issuance of such Series of 2012 Series E Bonds or as of the Interest Method Change Date with respect to such Series of 2012 Series E Bonds, as applicable, approved by the Corporation and delivered to the Trustee for the benefit of the owners of such Series of 2012 Series E Bonds, and, with respect to any Liquidity Facility replacing a previously existing Liquidity Facility, (i) dated as of a date not later than the
expiration date of the Liquidity Facility for which the same is to be substituted and (ii) issued on substantially similar terms and conditions with respect to the rights of the owners of such Series of 2012 Series E Bonds to timely receipt of the Purchase Price thereof (including, but not limited to, the Mandatory Purchase Provision) as the then existing Liquidity Facility; provided that (a) the stated amount of any Liquidity Facility shall equal the sum of (x) the aggregate principal amount of such Series of 2012 Series E Bonds at the time Outstanding, plus (y) during a Daily Rate Period or Weekly Rate Period, an amount equal to at least thirty-four (34) days of interest (at the Maximum Rate) on all 2012 Series E Bonds of such Series at the time Outstanding, or such other amount as the Corporation shall determine based on then current rating agency standards, or during a Flexible Rate Period, an amount at least equal to 275 days of interest (at the Maximum Rate) on all 2012 Series E Bonds of such Series at the time Outstanding, or such other amount as the Corporation shall determine based on then current rating agency standards, or during an Index Rate Period, a Term Rate Period or the Fixed Rate Period, such amount of interest as the Corporation shall determine based on then current rating agency standards, and (b) if any Liquidity Facility is to be in effect during a Daily Rate Period, a Weekly Rate Period or an Index Rate Period, it must provide for payment of the Purchase Price upon the exercise by any owner of a 2012 Series E Bond of such Series of the Demand Purchase Option.

"Liquidity Provider" means the entity obligated to pay the Purchase Price of a Series of 2012 Series E Bonds pursuant to the terms of the Liquidity Facility.

"Mandatory Purchase Provision" means the purchase provision described in Section 801 of Appendix A hereto.

"Maximum Rate" means, with respect to the 2012 Series E Bonds, [fifteen percent (15%)] per annum.

"Mitchell-Lama Bonds" means Bonds issued on and after December 29, 2004 to provide New Mortgage Financing (as such term is defined in the Participation Agreement), including all Bonds issued to refund any of such Bonds, and shall include the 2012 Series E Bonds.

"NIBP Series 1 Bonds" means the Multi-Family Housing Revenue Bonds (Federal New Issue Bond Program), NIBP Series 1, authorized by the NIBP Series 1 Supplemental Resolution.

"NIBP Series 1 Supplemental Resolution" means the One Hundred Twenty-Fifth Supplemental Resolution Authorizing the Issuance of Multi-Family Housing Revenue Bonds (Federal New Issue Bond Program), NIBP Series 1, adopted by the Corporation on December 3, 2009, as amended and supplemented.

"NIBP Series 2 Bonds" means the Multi-Family Housing Revenue Bonds (Federal New Issue Bond Program), NIBP Series 2, authorized by the NIBP Series 2 Supplemental Resolution.

"NIBP Series 2 Supplemental Resolution" means the One Hundred Twenty-Sixth Supplemental Resolution Authorizing the Issuance of Multi-Family Housing Revenue Bonds...
(Federal New Issue Bond Program), NIBP Series 2, adopted by the Corporation on December 3, 2009, as amended and supplemented.

"Outstanding", when used with reference to a Series of 2012 Series E Bonds, means, as of any date, all 2012 Series E Bonds of such Series theretofore or thereupon being authenticated and delivered under the General Resolution except:

(1) any 2012 Series E Bond cancelled by the Trustee or delivered to the Trustee for cancellation at or prior to such date;

(2) any 2012 Series E Bond (or portion of such 2012 Series E Bond) for the payment or redemption of which there have been separately set aside and held in the Redemption Account, except during a Daily Rate Period or Weekly Rate Period, either:

(i) moneys in an amount sufficient to effect payment of the principal or applicable Redemption Price of such 2012 Series E Bond, together with accrued interest on such 2012 Series E Bond (at the applicable Flexible Rate or Rates during a Flexible Rate Period or at the Term Rate or the Fixed Rate during a Term Rate Period or the Fixed Rate Period, respectively) to the payment date or Redemption Date, which payment date or Redemption Date shall be specified in irrevocable instructions to the Trustee to apply such moneys to such payment or redemption on the date so specified; or

(ii) Government Obligations, as described in Section 12.1(B) of the General Resolution, in such principal amounts, of such maturities, bearing such interest and otherwise having such terms and qualifications as shall be necessary to provide moneys in an amount sufficient to effect payment of the principal or applicable Redemption Price of such 2012 Series E Bond, together with accrued interest on such 2012 Series E Bond (at the applicable Flexible Rate or Rates during a Flexible Rate Period or at the Term Rate or the Fixed Rate during a Term Rate Period or the Fixed Rate Period, respectively) to the payment date or Redemption Date, which payment date or Redemption Date shall be specified in irrevocable instructions to the Trustee to apply such moneys to such payment or redemption on the date so specified; or

(iii) any combination of (a) and (b) above;

(3) any 2012 Series E Bond in lieu of or in substitution for which other 2012 Series E Bonds shall have been authenticated and delivered pursuant to Article III, Section 6.6 or Section 9.6 of the General Resolution; and

(4) any 2012 Series E Bond deemed to have been paid as provided in Section 12.1(B) of the General Resolution.

"Participants" means those broker-dealers, banks and other financial institutions for which DTC holds a Series of 2012 Series E Bonds as securities depository.
“Participation Agreement” means the Amended and Restated Participation Agreement, by and between the Corporation and The City of New York, dated [__________], as the same may be amended or supplemented from time to time.

“Principal Office”, when used with respect to the Trustee shall mean The Bank of New York Mellon, 101 Barclay Street, Floor 7W, New York, New York 10286, Attention: New York Municipal Finance Unit, when used with respect to the Tender Agent shall mean the same address as that of the Trustee or the address of any successor Tender Agent appointed in accordance with the terms of this Supplemental Resolution, when used with respect to the Remarketing Agent shall have the meaning set forth in the applicable Remarketing Agreement, and when used with respect to the Liquidity Provider shall have the meaning set forth in the applicable Liquidity Facility, or such other offices designated to the Corporation in writing by the Trustee, the Tender Agent, the Remarketing Agent or the Liquidity Provider, as the case may be.

“Private Placement or Direct Sale Bond Purchase Agreement” means, with respect to all or a portion of a Series of 2012 Series E Bonds to be remarketed on a private placement or direct sale basis to one or more Purchasers, the Private Placement or Direct Sale Bond Purchase Agreement, by and between the Corporation and such Purchasers, as the same may be amended or supplemented from time to time, or any replacement thereof.

“Purchase Price” means an amount equal to one hundred percent (100%) of the principal amount of any 2012 Series E Bond, plus, unless the Purchase Price is to be paid on an Interest Payment Date (in which case interest will be paid in the normal manner), accrued and unpaid interest thereon to the date of purchase.

“Purchaser” means each purchaser of a Series of 2012 Series E Bonds pursuant to a Private Placement or Direct Sale Bond Purchase Agreement.

“Record Date” means, (i) during any Daily Rate Period, Weekly Rate Period or Flexible Rate Period, the Business Day immediately preceding any Interest Payment Date, and (ii) during any Index Rate Period, any Term Rate Period or the Fixed Rate Period, the fifteenth (15th) day next preceding an Interest Payment Date.

“Remarketing Agent” means a remarketing agent appointed by an Authorized Officer of the Corporation, which signifies its acceptance of such appointment and the duties and obligations of Remarketing Agent hereunder and under the related Remarketing Agreement by executing and delivering such Remarketing Agreement, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party, or any successor Remarketing Agent appointed by an Authorized Officer of the Corporation, which signifies its acceptance of such appointment and the duties and obligations of Remarketing Agent hereunder and under the related Remarketing Agreement by executing and delivering such Remarketing Agreement.

“Remarketing Agreement” means, with respect to a Series of 2012 Series E Bonds, the Remarketing Agreement to be entered into by and among the Corporation and the
applicable Remarketing Agent or Agents thereunder, as the same may be amended or supplemented from time to time, or any replacement thereof.

“Remarketing Proceeds Purchase Account” means the Remarketing Proceeds Purchase Account set forth in Section 803 of Appendix A hereto.

“Reset Date” shall have the meaning specified in Section 401(A) of Appendix A hereto.

“Series” means any Series of 2012 Series E Bonds authorized by this Supplemental Resolution.

“SONYMA” means the State of New York Mortgage Agency, a corporate governmental agency of the State of New York, constituting a political subdivision and public benefit corporation established under the SONYMA Act.


“SONYMA Insurance” means the mortgage insurance for multi-family rental housing developments authorized pursuant to the SONYMA Act.

“Supplemental Resolution” means this One Hundred Sixty-Third Supplemental Multi-Family Housing Revenue Bond Resolution and, as referred to in Section 5.2 hereof, any resolution supplemental to this One Hundred Sixty-Third Supplemental Multi-Family Housing Revenue Bond Resolution, adopted by the Corporation and effective in accordance with Section 8.2(A) of the General Resolution.

“Tender Agent” means, with respect to each Series of 2012 Series E Bonds, The Bank of New York Mellon, a New York banking corporation, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party, or any successor Tender Agent appointed in accordance with the terms of this Supplemental Resolution.

“Tender Agent Agreement” means, with respect to each Series of 2012 Series E Bonds, the agreement to be entered into among the Trustee, the Tender Agent, the Corporation and the applicable Remarketing Agent or Agents, as the same may be amended or supplemented from time to time, or any replacement thereof.

“Term Rate” means the rate of interest on a Series of 2012 Series E Bonds described in Section 601 of Appendix A hereto.

“Term Rate Period” means any period of time during which a Series of 2012 Series E Bonds bear interest at the Term Rate.

“Term Rate Start Date” shall have the meaning specified in Section 601(A) of Appendix A hereto.
“Term Rate Term” shall have the meaning specified in Section 601(D) of Appendix A hereto.

“Transfer Date” means the date when no Mitchell Lama Bonds are Outstanding under the General Resolution.

“2012 Series E Bonds” means the Multi-Family Housing Revenue Bonds, 2012 Series E of one or more Series, authorized by this Supplemental Resolution. In recognition that 2012 Series E Bonds may at any time consist of different Series of 2012 Series E Bonds in differing interest rate modes, provisions hereof relating to 2012 Series E Bonds during a Daily Rate Period, Weekly Rate Period, Index Rate Period, Flexible Rate Period, Term Rate Period or the Fixed Rate Period shall refer solely to those 2012 Series E Bonds bearing interest at a Daily Rate, Weekly Rate, Index Rate, Flexible Rate, Term Rate or the Fixed Rate, respectively.

“2012 Series E Mortgage Loans” means, collectively, the Mortgage Loans specified in Exhibit A hereto and financed with the proceeds of the 2012 Series E Bonds, and any replacement of any of said Mortgage Loans as provided in Section 4.6 hereof.

“Undelivered Bonds” means, (i) with respect to the Mandatory Purchase Provision, any 2012 Series E Bonds of the applicable Series which have not been delivered to the Tender Agent for purchase on or prior to the Change Date, or (ii) with respect to the Demand Purchase Option, any 2012 Series E Bonds not delivered to the Corporation or the Tender Agent for purchase after notice of tender within the time period prescribed by this Supplemental Resolution.

“Weekly Effective Rate Date” means, (i) with respect to any Weekly Rate Term following another Weekly Rate Term, Thursday of any week, and (ii) with respect to a Weekly Rate Term that does not follow another Weekly Rate Term, the Interest Method Change Date with respect thereto.

“Weekly Rate” means the rate of interest on a Series of 2012 Series E Bonds described in Section 301 of Appendix A hereto.

“Weekly Rate Period” means any period of time during which a Series of 2012 Series E Bonds bear interest at the Weekly Rate.

“Weekly Rate Term” means, with respect to any particular 2012 Series E Bond, the period commencing on a Weekly Effective Rate Date and terminating on the earlier of the last calendar day prior to the Weekly Effective Rate Date of the following Weekly Rate Term, or the last calendar day prior to a Change Date.

“Wrongful Dishonor” means (i) an uncured and willful default by a Liquidity Provider, or (ii) an uncured default resulting from the gross negligence of a Liquidity Provider, in each case, of its obligations to honor a drawing as required pursuant to the terms of the applicable Liquidity Facility.

Section 1.3. Authority. This Supplemental Resolution is adopted pursuant to the provisions of the Act and the General Resolution.
ARTICLE II

TERMS, ISSUANCE AND SALE

Section 2.1. Authorization, Principal Amount, Designation and Series. (A) In order to provide funds necessary to finance a portion of the 2012 Series E Mortgage Loans in accordance with the terms, conditions and limitations established in the General Resolution and this Supplemental Resolution, the 2012 Series E Bonds are hereby authorized to be issued in one or more Series in the aggregate principal amount of $[______]. The Corporation is of the opinion and hereby determines that the issuance of the 2012 Series E Bonds in the said amount is necessary to provide sufficient funds to be used and expended for such purposes.

(B) In addition to the title "Multi-Family Housing Revenue Bonds", the Bonds authorized by this Section 2.1 will bear the additional designation "2012 Series E" and each as so designated will be entitled "Multi-Family Housing Revenue Bond, 2012 Series E". If more than one Series of 2012 Series E Bonds are issued hereunder, each Series of 2012 Series E Bonds will bear the additional designation "2012 Series E-__" (with the appropriate Series designation of "A", "B" or other alphabetical and/or numerical designation being inserted in the blank) and each as so designated will be entitled "Multi-Family Housing Revenue Bonds, 2012 Series E-__" (with the appropriate Series designation of "A", "B" or other alphabetical and/or numerical designation being inserted in the blank).

Section 2.2. Purpose. The purpose for which the 2012 Series E Bonds are being issued is to provide funds for deposit in the Accounts established pursuant to the General Resolution as set forth in Article III hereof in order to finance a portion of the 2012 Series E Mortgage Loans, refinance certain outstanding mortgage loans and retire certain outstanding obligations of the Corporation.

Section 2.3. Maturity, Interest, Redemption, Purchase, Numbering and Lettering Provisions. (A) The 2012 Series E Bonds shall be dated initially as of, and shall bear interest initially from, their date of initial issuance (and thereafter as set forth in Section 3.1(E) of the General Resolution), and shall mature, subject to Section 701(D) of Appendix A hereto, on the date and in the principal amount set forth below.

<table>
<thead>
<tr>
<th>Maturity Date</th>
<th>Principal Amount</th>
</tr>
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<tbody>
<tr>
<td>[______]</td>
<td>$[______]</td>
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</table>

(B) The 2012 Series E Bonds shall bear interest, payable in arrears, initially at the Index Rate and thereafter at the rates determined as provided in Sections 201, 301, 401, 501, 601 and 701 of Appendix A hereto, as applicable, shall be subject to redemption as set forth in Section 102 of Appendix A hereto, and shall contain the Mandatory Purchase Provision and Demand Purchase Option set forth in Sections 801 and 802 of Appendix A hereto, respectively, as applicable.
(C) Interest on the 2012 Series E Bonds shall be payable as set forth in Section 101 of Appendix A hereto. Anything herein to the contrary notwithstanding, at no time shall the interest rate on the 2012 Series E Bonds exceed the Maximum Rate.

(D) Each 2012 Series E Bond shall be lettered “E-R-”, and shall be numbered consecutively from “1” upwards in order of issuance. 2012 Series E Bonds issued in exchange therefor shall be numbered in such manner as the Trustee in its discretion shall determine.

Section 2.4. Sale of 2012 Series E Bonds. The 2012 Series E Bonds shall be sold to such purchaser or purchasers as the Corporation shall determine.

Section 2.5. Redemption Provisions. (A) The 2012 Series E Bonds shall be subject to redemption as set forth in Section 102 of Appendix A hereto.

(B) Notwithstanding anything contained in Section 6.5 of the General Resolution to the contrary, with respect to the 2012 Series E Bonds during a Daily Rate Period, Weekly Rate Period, Index Rate Period or Flexible Rate Period, the Trustee shall mail a copy of the notice described in said Section 6.5 not less than fifteen (15) days before the Redemption Date to the registered owners of any 2012 Series E Bonds or portions thereof which are to be redeemed, at their last addresses, if any, appearing upon the registry books.

(C) Notwithstanding anything to the contrary contained in the General Resolution or in this Supplemental Resolution, (a) in the event of redemption of less than all the 2012 Series E Bonds of the same maturity, the Trustee shall select the 2012 Series E Bonds on a pro rata basis among the owners of that maturity, and (b) no 2012 Series E Bond shall be selected for redemption if the portion of such 2012 Series E Bond remaining after such redemption would not be in a denomination authorized by Section 101(B) of Appendix A hereto.

Section 2.6. Book-Entry Provisions. (A) Except as provided in subsection (C) of this Section 2.6, the registered owner of all of the 2012 Series E Bonds shall be Cede & Co., as nominee for DTC, and the 2012 Series E Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest for any 2012 Series E Bond registered in the name of Cede & Co. shall be made by wire transfer or Federal or equivalent same day funds to the account of Cede & Co. on the interest payment date for the 2012 Series E Bonds at the address indicated for Cede & Co. in the registry books of the Corporation kept by the Trustee.

(B) The 2012 Series E Bonds shall be initially issued in the form of separate single authenticated fully registered Bonds in the amount of each separate stated maturity and “CUSIP” number of the 2012 Series E Bonds. Upon initial issuance, the ownership of the 2012 Series E Bonds shall be registered in the registry books of the Corporation kept by the Trustee in the name of Cede & Co., as nominee of DTC. The Trustee and the Corporation may treat DTC (or its nominee) as the sole and exclusive owner of the 2012 Series E Bonds registered in its name for the purposes of payment of the principal or Redemption Price of or interest on the 2012 Series E Bonds, selecting the 2012 Series E Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to owners of the 2012 Series E Bonds under the General Resolution or this Supplemental Resolution, registering the transfer of the 2012 Series E Bonds, obtaining any consent or other action to be taken by owners of the 2012 Series E Bonds.
and for all other purposes whatsoever, and neither the Trustee nor the Corporation shall be affected by any notice to the contrary. The Trustee and the Corporation shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the 2012 Series E Bonds under or through DTC or any Participant, or any other person which is not shown on the registration books of the Trustee as being an owner of the 2012 Series E Bonds, with respect to the accuracy of any records maintained by DTC or any Participant; the payment of DTC or any Participant of any amount in respect of the principal or Redemption Price of or interest on the 2012 Series E Bonds; any notice which is permitted or required to be given to owners of the 2012 Series E Bonds under the General Resolution or this Supplemental Resolution; the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the 2012 Series E Bonds; or any consent given or other action taken by DTC as owner of the 2012 Series E Bonds. The Trustee shall pay all principal of, and premium, if any, and interest on the 2012 Series E Bonds only to or “upon the order of” Cede & Co., as nominee for DTC (as that term is used in the Uniform Commercial Code as adopted in the State), and all such payments shall be valid and effective to fully satisfy and discharge the Corporation’s obligations with respect to the principal of, and premium, if any, and interest on the 2012 Series E Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated 2012 Series E Bond for each separate stated maturity evidencing the obligation of the Corporation to make payments of principal of and premium, if any, and interest on the 2012 Series E Bonds pursuant to the General Resolution and this Supplemental Resolution. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Supplemental Resolution with respect to transfers, the word “Cede & Co.” in this Supplemental Resolution shall refer to such new nominee of DTC.

(C) In the event the Corporation determines that it is in the best interest of the Beneficial Owners that they be able to obtain 2012 Series E Bond certificates, the Corporation may notify DTC and the Trustee, whereupon DTC will notify the Participants, of the availability through DTC of the 2012 Series E Bond certificates. In such event, the Corporation shall issue, and the Trustee shall transfer and exchange, 2012 Series E Bond certificates as requested by DTC and any other 2012 Series E Bond owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the 2012 Series E Bonds at any time by giving notice to the Corporation and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the Corporation and the Trustee shall be obligated to deliver 2012 Series E Bond certificates as described in the General Resolution. In the event 2012 Series E Bond certificates are issued, the provisions of the General Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the Corporation and the Trustee to do so, the Trustee and the Corporation will cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the 2012 Series E Bonds to any DTC Participant having 2012 Series E Bonds credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the 2012 Series E Bonds.

(D) Notwithstanding any other provision of the General Resolution or this Supplemental Resolution to the contrary, so long as any 2012 Series E Bond is registered in the
name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, and premium, if any, and interest on such 2012 Series E Bond and all notices with respect to and surrender or delivery of such 2012 Series E Bond shall be made and given, respectively, to or by DTC as provided in the Letter of Representations. Bondholders shall have no lien or security interest in any rebate or refund paid by DTC to the Trustee which arises from the payment by the Trustee of principal of or interest on the 2012 Series E Bonds in accordance with existing arrangements with DTC.

(E) In connection with any notice or other communication to be provided to 2012 Series E Bond owners pursuant to the General Resolution or this Supplemental Resolution by the Corporation or the Trustee with respect to any consent or other action to be taken by 2012 Series E Bond owners, the Corporation or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible. Notice to DTC shall be given only when DTC under this subsection (E) is the sole 2012 Series E Bond owner.

(F) Notwithstanding any other provision of this Supplemental Resolution to the contrary, so long as any 2012 Series E Bond is held in book-entry form, such 2012 Series E Bond need not be delivered in connection with any tender pursuant to Chapter 8 of this Appendix A, and all references in said Chapter 8 to physical delivery of 2012 Series E Bonds shall be ineffective. In such case, payment of the Purchase Price in connection with such tender shall be made to the registered owner of such 2012 Series E Bonds on the date designated for such payment, without further action by the Beneficial Owner who delivered notice, and, notwithstanding the provisions of said Chapter 8, transfer of beneficial ownership shall be made in accordance with the procedures of DTC.

Section 2.7. Mortgage Loans Made Subject to Lien of General Resolution. The Mortgage Loans made subject to the lien of the General Resolution in connection with the issuance of the 2012 Series E Bonds are the 2012 Series E Mortgage Loans; provided, however, a 2012 Series E Mortgage Loan shall be made subject to the lien of the General Resolution at the time the proceeds of sale of the 2012 Series E Bonds are applied thereto; provided further, however, that on the Transfer Date, the 2012 Series E Mortgage Loans shall be released from the lien of the General Resolution. Notwithstanding anything to the contrary contained in the General Resolution, no Cash Flow Statement or Cash Flow Certificate (as described in Section 7.16 of the General Resolution) shall be required in connection with such release.
ARTICLE III

DISPOSITION OF PROCEEDS

Section 3.1. **Debt Service Reserve Account.** Upon receipt of the proceeds of sale of the 2012 Series E Bonds, an amount equal to $[_________] shall be deposited in the Debt Service Reserve Account, which amount shall equal the Debt Service Reserve Account Requirement.

Section 3.2. **Bond Proceeds Account.** After making the deposit to the Debt Service Reserve Account pursuant to Section 3.1 above, the balance of the proceeds of sale of the 2012 Series E Bonds shall be deposited in the Bond Proceeds Account.
ARTICLE IV

ADDITIONAL PROVISIONS REGARDING MORTGAGE LOANS AND 2012 SERIES E BONDS

Section 4.1. Tax Covenants Not to Apply. The Corporation hereby designates the 2012 Series E Bonds as Bonds to which the Corporation intends the provisions of Section 7.9 of the General Resolution not to apply.

Section 4.2. Disbursement of 2012 Series E Bond Proceeds and Financing: Conditions Precedent. (A) With respect to the proceeds of the 2012 Series E Bonds and the 2012 Series E Mortgage Loans to be financed therefrom, (i) the provisions of clause (1) of Section 4.3 of the General Resolution regarding an opinion of counsel shall be inapplicable, and (ii) the provisions of clauses (3) and (4) of Section 4.3 of the General Resolution shall be inapplicable.

(B) With respect to the proceeds of the 2012 Series E Bonds and any 2012 Series E Mortgage Loan insured by FHA Risk-Sharing Insurance to be financed therefrom, the provisions of clause (4) of Section 4.3 of the General Resolution shall be inapplicable. However, in addition to the balance of the conditions of said Section 4.3 of the General Resolution, amounts representing the proceeds of the 2012 Series E Bonds deposited in the Bond Proceeds Account shall not be disbursed for financing any 2012 Series E Mortgage Loan insured by FHA Risk-Sharing Insurance unless:

(i) the Mortgage Note evidencing the Mortgage Loan shall have been endorsed for FHA Risk-Sharing Insurance, in an amount at least equal to the unpaid principal balance of the Mortgage Loan; and

(ii) the Project financed by the Mortgage Loan is insured against loss by fire and other hazards as required by the Federal Housing Commissioner; such insurance shall be in an amount necessary to prevent the Corporation from becoming a co-insurer, but not less than eighty percent (80%) of the insurable value of the Project. Such policy shall be endorsed with the standard mortgagee clause with loss payable to the Corporation.

Section 4.3. Cash Equivalents. Notwithstanding anything to the contrary contained in the General Resolution, the Corporation may, at any time, provide to the Trustee one or more Cash Equivalents for deposit in the Debt Service Reserve Account in an amount not exceeding the amount of the Debt Service Reserve Account Requirement specified in this Supplemental Resolution. In the event any such Cash Equivalents are so provided in replacement of funds on deposit in the Debt Service Reserve Account, the Trustee shall make such deposit and transfer funds in an equivalent amount from the Debt Service Reserve Account to the Revenue Account.

Section 4.4. Valuation of Mortgage Loans. For purposes of the requirements of subsection (A) of Section 7.16 of the General Resolution, the 2012 Series E Mortgage Loans shall be valued at [_____] percent ([____]%) of their respective outstanding principal balances;
provided, however, that the Corporation may increase or decrease the foregoing percentage by furnishing to the Trustee (i) a Certificate of an Authorized Officer specifying such higher or lower percentage and (ii) evidence satisfactory to the Trustee that each Rating Agency shall have approved the use of such higher or lower percentage without such use having an adverse effect on its rating on the Bonds.

Section 4.5. Certain Amounts Relating to Acquired Projects to Constitute Pledged Receipts or Recoveries of Principal. With respect to any Acquired Project, (i) Acquired Project Net Operating Income shall constitute Pledged Receipts, and (ii) the proceeds of sale of any Acquired Project shall constitute Recoveries of Principal.

Section 4.6. Additional Provisions Regarding Enforcement and Foreclosure of Mortgages; Alternatives. With respect to the 2012 Series E Mortgage Loans (other than any 2012 Series E Mortgage Loan insured by FHA Insurance), the following additional provisions shall apply:

(1) The Corporation shall take all steps, actions and proceedings necessary, in the judgment of the Corporation, to protect its rights with respect to the Mortgages securing such 2012 Series E Mortgage Loans.

(2) Whenever, in the Corporation’s judgment, it shall be necessary in order to protect and enforce the rights of the Corporation under a Mortgage securing a 2012 Series E Mortgage Loan and to protect and enforce the rights and interests of Bondholders, the Corporation may, in its discretion, commence foreclosure proceedings against each Mortgagor in default under the provisions of such Mortgage and/or, in protection and enforcement of its rights under such Mortgage, the Corporation may, in its discretion, acquire and take possession of the Project covered by such Mortgage by bidding for and purchasing such Project at the foreclosure sale thereof, by deed in lieu of foreclosure or otherwise.

(3) Upon acquisition by the Corporation of a Project securing a 2012 Series E Mortgage Loan by foreclosure, deed in lieu of foreclosure or otherwise, and so long as the Corporation shall have title thereto or be in possession thereof, the Corporation shall, as the case may be, operate and administer such Project in the place and stead of the Mortgagor and in the manner required of such Mortgagor by the terms and provisions of the related Mortgage. The Corporation shall pay the Acquired Project Net Operating Income derived from such Acquired Project to the Trustee for deposit into the Revenue Account.

(4) Notwithstanding the provisions of paragraph (3) of this Section 4.6, upon acquisition by the Corporation of a Project securing a 2012 Series E Mortgage Loan, whether by foreclosure, deed in lieu of foreclosure or otherwise:

(i) The Corporation may at any time thereafter sell such Project to another qualified entity and make a Mortgage Loan with respect thereto as if such entity were the original Mortgagor, provided that (i) the Mortgage securing such Mortgage Loan shall contain the terms, conditions, provisions and limitations substantially similar to the Mortgage of such Project which had previously secured the related 2012 Series E Mortgage Loan, (ii) said new Mortgage Loan shall automatically become subject to the
lien of the General Resolution and (iii) the Corporation shall file with the Trustee a Certificate of an Authorized Officer describing said replacement Mortgage Loan and specifying which 2012 Series E Mortgage Loan has been so replaced; or

(ii) The Corporation may at any time thereafter sell such Project provided that the proceeds of such sale shall be treated as a Recovery of Principal.

(5) In addition, and as an alternative to the rights of the Corporation described above in this Section 4.6, following a default under a 2012 Series E Mortgage Loan, the Corporation may, in its discretion, cause or consent to the sale of a Project to another qualified entity and, in connection with any such sale (a) allow the purchaser to assume the related Mortgage, or (b) make a Mortgage Loan with respect thereto as if such entity were the original Mortgagor, if such sale shall occur after the original Mortgage shall have been discharged, provided, however, that (i) the Mortgage securing such Mortgage Loan shall contain the terms, conditions, provisions and limitations substantially similar to the Mortgage of such Project which had previously secured the related 2012 Series E Mortgage Loan, (ii) said new Mortgage Loan shall automatically become subject to the lien of the General Resolution and (iii) the Corporation shall file with the Trustee a Certificate of an Authorized Officer describing said replacement Mortgage Loan and specifying which 2012 Series E Mortgage Loan has been so replaced.

(6) To the extent permitted by law, any rights of the Corporation set forth in (1) - (5) above in this Section 4.6 may be exercised by a subsidiary of the Corporation established pursuant to Section 654-a of the Act.

(7) Notwithstanding the foregoing provisions of this Section 4.6, from and after the date of issuance of SONYMA Insurance with respect to a 2012 Series E Mortgage Loan insured by SONYMA Insurance, the provisions of (1) - (6) above shall apply only during the period that SONYMA has failed to honor its payment obligations under such SONYMA Insurance.

(8) In addition, and as a further alternative to the rights of the Corporation described above in this Section 4.6, following a default under a 2012 Series E Mortgage Loan, the Corporation may, in its discretion, obtain amounts under any letter of credit or other credit enhancement securing such 2012 Series E Mortgage Loan or under any agreement entered into by the Corporation and the provider of such letter of credit or other credit enhancement in connection with the providing of such letter of credit or credit enhancement, in accordance with the terms thereof; provided that if the Corporation obtains funds in an amount equal to the outstanding principal balance of such 2012 Series E Mortgage Loan, plus the lesser of (i) accrued interest thereon or (ii) the maximum amount available with respect to accrued interest thereon, pursuant to any such letter of credit, credit enhancement or other agreement, the Corporation shall immediately assign such 2012 Series E Mortgage Loan to or upon the order of the provider thereof free and clear of the lien of the General Resolution.

(9) Notwithstanding the foregoing provisions of this Section 4.6, with respect to any 2012 Series E Mortgage Loan insured by FHA Risk-Sharing Insurance, the provisions of (1) - (6) above shall apply only during the period that HUD has failed to honor its payment obligations under such FHA Risk-Sharing Insurance.
Section 4.7. Prepayment Premiums or Penalties Not to Constitute Pledged Receipts or Recoveries of Principal. With respect to the 2012 Series E Mortgage Loans, any prepayment premiums or penalties shall not constitute Pledged Receipts or Recoveries of Principal.

Section 4.8. Certain Amounts Relating to Letters of Credit or Other Credit Enhancements Securing the 2012 Series E Mortgage Loans to Constitute Pledged Receipts or Recoveries of Principal. With respect to the 2012 Series E Mortgage Loans (other than any 2012 Series E Mortgage Loan insured by FHA Insurance or FHA Risk-Sharing Insurance), amounts obtained under a letter of credit or other credit enhancement securing a 2012 Series E Mortgage Loan or under any agreement entered into by the Corporation and the provider of such letter of credit or other credit enhancement in connection with the providing of such letter of credit or credit enhancement in the event of a default on such 2012 Series E Mortgage Loan (i) with respect to scheduled principal and/or interest payments required by such 2012 Series E Mortgage Loan, shall constitute Pledged Receipts, and (ii) other than with respect to scheduled principal and/or interest payments required by such 2012 Series E Mortgage Loan, shall constitute Recoveries of Principal.

Section 4.9. Obligation of 2012 Series E Bonds. The 2012 Series E Bonds shall be special revenue obligations of the Corporation payable solely from the revenues and assets pledged therefor pursuant to the General Resolution. The 2012 Series E Bonds are not a debt of the United States of America or any other federal governmental agency, and are not guaranteed by the full faith and credit of the United States of America. The 2012 Series E Bonds shall contain a statement on their face that the 2012 Series E Bonds shall not be a debt of either the State of New York or of The City of New York and neither the State nor the City shall be liable thereon, nor shall the 2012 Series E Bonds be payable out of any funds other than those of the Corporation pledged therefor.

Section 4.10. Covenants with Respect to Mortgage Loans Insured by SONYMA Insurance. (A) With respect to any 2012 Series E Mortgage Loan insured by SONYMA Insurance, for so long as the SONYMA Insurance is in effect with respect to such 2012 Series E Mortgage Loan and SONYMA has not failed to honor a claim thereunder, any assignment or reassignment of such 2012 Series E Mortgage Loan pursuant to Section 7.10(A) of the General Resolution shall be effected in accordance with such SONYMA Insurance.

(B) With respect to any 2012 Series E Mortgage Loan insured by SONYMA Insurance, the Corporation shall not take any action in conflict with the SONYMA Insurance or any applicable SONYMA regulations or 2012 Series E Mortgage Loan documents approved by SONYMA so as to jeopardize the procurement or continuation of the SONYMA Insurance. The Corporation shall promptly advise the Trustee of the occurrence of a default on any such 2012 Series E Mortgage Loan and shall keep the Trustee advised as to any actions taken either to cure such default and/or to claim the benefits of SONYMA Insurance including, but not limited to, the filing of a claim with respect to such SONYMA Insurance. In addition, the Corporation shall not take any action with respect to any such 2012 Series E Mortgage Loan that would cause the loss or diminution of benefits receivable as SONYMA Insurance with respect to such 2012 Series E Mortgage Loan. The Corporation shall assign such 2012 Series E Mortgage Loan in default to SONYMA or take such other actions in timely fashion so as to receive the benefits of
the SONYMA Insurance and avoid any loss or diminution of benefits receivable as SONYMA Insurance, and shall take any and all action necessary or desirable to ensure that all benefits of SONYMA Insurance are paid to the Corporation or the Trustee, as the case may be, in cash, in accordance with the SONYMA Insurance and any applicable regulations of SONYMA. The foregoing provisions of this Section 4.10(B) shall apply only from and after the date of issuance of SONYMA Insurance with respect to such 2012 Series E Mortgage Loan.

Section 4.11. Certain Amounts Relating to SONYMA Insurance to Constitute Pledged Receipts or Recoveries of Principal. With respect to any 2012 Series E Mortgage Loan insured by SONYMA Insurance, amounts obtained pursuant to such SONYMA Insurance, (i) with respect to scheduled principal and/or interest payments required by such 2012 Series E Mortgage Loan shall constitute Pledged Receipts, and (ii) other than with respect to scheduled principal and/or interest payments required by such 2012 Series E Mortgage Loan, shall constitute Recoveries of Principal.

Section 4.12. Interpretation. With respect to any 2012 Series E Mortgage Loan insured by FHA Insurance or FHA Risk-Sharing Insurance, in the event of a conflict between the provisions of the General Resolution or this Supplemental Resolution and any HUD regulations, applicable Federal Housing Administration regulations or prescribed underlying mortgage loan documents backing such 2012 Series E Mortgage Loan in case any such document is endorsed for FHA Insurance or FHA Risk-Sharing Insurance, the provisions of such regulations or documents, as the case may be, shall control.

Section 4.13. Covenants with Respect to Certain 2012 Series E Mortgage Loan. (A) With respect to any 2012 Series E Mortgage Loan insured by FHA Insurance, any assignment or reassignment of such 2012 Series E Mortgage Loan pursuant to Section 7.10(A) of the General Resolution shall be effected in accordance with all applicable HUD regulations. In addition, unless such 2012 Series E Mortgage Loan is transferred, assigned and delivered to the Trustee as set forth in said Section 7.10(A) of the General Resolution: (i) the Corporation shall remain the mortgagee of record under the FHA Insurance contract, (ii) HUD shall have no obligation to recognize or do business with anyone other than the Corporation with respect to rights, benefits and obligations of the mortgagee under the FHA Insurance contract and (iii) the Mortgagor shall have no obligation to recognize or do business with anyone other than the Corporation with respect to rights, benefits and obligations of such Mortgagor or the mortgagee under such 2012 Series E Mortgage Loan. In the event of any such transfer, assignment and delivery to the Trustee, the Trustee shall assume all obligations under the FHA Insurance contract, at which time the Corporation shall be released from its obligations under such FHA Insurance contract. In the event that the Trustee shall transfer, assign and deliver such 2012 Series E Mortgage Loan with respect thereto, back to the Corporation pursuant to said Section 7.10(A) of the General Resolution, the Corporation shall once again assume all obligations under the FHA Insurance contract, at which time the Trustee shall be released from its obligations under such FHA Insurance contract, all in accordance with all applicable HUD regulations. Further, in the event of such reassignment of such 2012 Series E Mortgage Loan by the Trustee to the Corporation, the Corporation shall be bound by the provisions of this Supplemental Resolution with respect to such 2012 Series E Mortgage Loan.
(B) With respect to any 2012 Series E Mortgage Loan insured by FHA Insurance, the provisions of this Section 4.14(B) shall apply. The Corporation shall comply with and shall not take any action in conflict with the regulations or prescribed mortgage documents of the Federal Housing Administration so as to jeopardize the FHA Insurance and shall notify the Federal Housing Administration, on a timely basis, of the occurrence of a default on any of such 2012 Series E Mortgage Loan. The Corporation shall promptly advise the Trustee of the occurrence of a default on any such 2012 Series E Mortgage Loan and shall keep the Trustee advised as to any actions taken to cure such default and/or to assign such 2012 Series E Mortgage Loan to the Federal Housing Commissioner and claim the benefits of FHA Insurance. The Corporation shall not seek any extension of the deadline for filing notice of its intention to file a claim for FHA Insurance and assign such 2012 Series E Mortgage Loan to HUD. The Corporation shall assign such 2012 Series E Mortgage Loan in default to the Federal Housing Commissioner in timely fashion, including the provision of timely notice of its intention to assign such 2012 Series E Mortgage Loan to HUD, so as to avoid any loss or diminution of benefits receivable as FHA Insurance, and shall take any and all action necessary or desirable to ensure that all benefits of FHA Insurance are paid to the Corporation in cash, in accordance with all applicable regulations of the Federal Housing Commissioner.

(C) With respect to any 2012 Series E Mortgage Loan insured by FHA Risk-Sharing Insurance, no assignment or reassignment of such 2012 Series E Mortgage Loan pursuant to Section 7.10(A) of the General Resolution shall be permitted so long as such FHA Risk-Sharing Insurance is in effect with respect to such 2012 Series E Mortgage Loan. HUD shall have no obligation to recognize or deal with anyone other than the Corporation in its role as mortgagee of record and as party to a risk sharing agreement with HUD with respect to rights, benefits and obligations of the Corporation under the FHA Risk-Sharing Insurance contract. In addition, so long as such FHA Risk-Sharing Insurance is in effect with respect to such 2012 Series E Mortgage Loan, a partial interest in such 2012 Series E Mortgage Loan may be transferred under a participation agreement or arrangement if the following conditions are met: (i) legal title to such 2012 Series E Mortgage Loan shall be held by the Corporation and (ii) the participation agreement or arrangement provides that (x) the Corporation shall remain the mortgagee of record under the FHA Risk-Sharing Insurance contract, (y) HUD shall have no obligation to recognize or deal with anyone other than the Corporation with respect to rights, benefits and obligations of the mortgagee under the FHA Risk-Sharing Insurance contract and (z) the Mortgagor shall have no obligation to recognize or deal with anyone other than the Corporation and the Servicer with respect to rights, benefits and obligations of such Mortgagor or the mortgagee under such 2012 Series E Mortgage Loan.

(D) With respect to any 2012 Series E Mortgage Loan insured by FHA Risk-Sharing Insurance, the provisions of this Section 4.14(D) shall apply. Upon receipt of proceeds of FHA Risk-Sharing Insurance, such 2012 Series E Mortgage Loan shall no longer be pledged for the benefit of the owners of the Bonds and will be free and clear of the pledge and lien of the General Resolution. The Corporation shall comply with and shall not take any action in conflict with the regulations or prescribed mortgage documents of the Federal Housing Administration so as to jeopardize the FHA Risk-Sharing Insurance and shall notify the Federal Housing Administration, on a timely basis, of the occurrence of a default on any of such 2012 Series E Mortgage Loan. The Corporation shall promptly advise the Trustee of the occurrence of a default on such 2012 Series E Mortgage Loan and shall keep the Trustee advised as to any
actions taken to cure such default and/or to claim the benefits of FHA Risk-Sharing Insurance. Other than as permitted by HUD, the Corporation shall not seek any extension of the deadline for filing notice of its intention to file a claim for FHA Risk-Sharing Insurance. The Corporation shall take any and all action necessary or desirable to ensure that all benefits of FHA Risk-Sharing Insurance are paid to the Corporation in cash, in accordance with all applicable regulations of the Federal Housing Commissioner.

Section 4.14. Escrow Payments. With respect to the 2012 Series E Bonds and any 2012 Series E Mortgage Loan insured by FHA Insurance which is secured by FHA Insurance, in addition to the provisions of Section 5.3 of the General Resolution, upon the assignment of such 2012 Series E Mortgage Loan to the Federal Housing Commissioner and claim for the benefit of FHA Insurance, the Corporation shall apply any Escrow Payments in such manner as the Federal Housing Commissioner shall direct, including payments to the Trustee for deposit to the credit of the Redemption Account. Such amount, if deposited to the credit of the Redemption Account, shall be deemed to be a Recovery of Principal.

Section 4.15. Certain Other Amounts Constituting Recoveries of Principal. With respect to any 2012 Series E Mortgage Loan insured by FHA Insurance or FHA Risk-Sharing Insurance, (i) the advance payment of principal amounts to become due with respect to such 2012 Series E Mortgage Loan, at the option of the Mortgagor or at the option or direction the Federal Housing Administration, and (ii) proceeds of FHA Insurance and FHA Risk-Sharing Insurance shall constitute Recoveries of Principal.

Section 4.16. Certain Other Amounts Constituting Pledged Receipts. With respect to any Federal subsidy payments pursuant to Section 236 of the National Housing Act of 1934, as amended, with respect to any underlying mortgage loan backing a 2012 Series E Mortgage Loan, only Federal subsidy payments duly and properly paid and actually received by or on behalf of the Corporation or the Trustee pursuant to Section 236 of the National Housing Act of 1934, as amended, shall constitute Pledged Receipts.

Section 4.17. Cash Flow Statements. For so long as any NIBP Series 1 Bonds or any NIBP Series 2 Bonds are outstanding under the NIBP Series 1 Supplemental Resolution or the NIBP Series 2 Supplemental Resolution, respectively, in preparing any Cash Flow Statement required pursuant to the General Resolution, the NIBP Series 1 Bonds and the NIBP Series 2 Bonds shall be reflected as follows: The Corporation shall prepare a cash flow statement (which, in and of itself, shall not constitute a Cash Flow Statement under the General Resolution) using the methodology set forth in Section 7.16 of the General Resolution but applied only to the NIBP Series 1 Bonds and the NIBP Series 2 Bonds. Such cash flow statement shall indicate (i) the extent, if any, to which amounts in the Revenue Account are required to be transferred pursuant to Section 5.5(B) of the NIBP Series 1 Supplemental Resolution and Section 5.5(B) of the NIBP Series 2 Supplemental Resolution in order to meet the requirements of Section 7.16(B) of the General Resolution (the “NIBP Revenue Deficiency Amount”) and (ii) the amount of any shortfall in meeting the test set forth in Section 7.16(A) of the General Resolution (the “NIBP Asset Shortfall Amount”). In preparing any Cash Flow Statement required pursuant to the General Resolution or this Supplemental Resolution, the NIBP Series 1 Bonds and the NIBP Series 2 Bonds shall be reflected by including (i) the NIBP Revenue Deficiency Amount as a part of the principal and interest due or to become due on Bonds Outstanding under the General
Resolution for the purposes of the test set forth in Section 7.16(B) of the General Resolution and (ii) the NIBP Asset Shortfall Amount as a component of the aggregate principal amount of and accrued but unpaid interest on Outstanding Bonds for purposes of the test set forth in Section 7.16(A) of the General Resolution.
ARTICLE V

MISCELLANEOUS

Section 5.1. No Recourse Under Supplemental Resolution or on 2012 Series E Bonds. All covenants, stipulations, promises, agreements and obligations of the Corporation contained in this Supplemental Resolution shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Corporation and not of any member, officer or employee of the Corporation in such person’s individual capacity, and no recourse shall be had for the payment of the principal or Redemption Price of or interest on the 2012 Series E Bonds or for any claim based thereon or on this Supplemental Resolution against any member, officer or employee of the Corporation or any natural person executing the 2012 Series E Bonds.

Section 5.2. Supplemental Resolutions Effective Upon Consent of Trustee and Liquidity Provider. (A) This Supplemental Resolution may be amended for the purpose of changing any of the time periods for provision of notice relating to the Mandatory Purchase Provision, Demand Purchase Option or interest rate determination, or the time periods for interest rate determination or the procedure for tendering a 2012 Series E Bond of a Series in connection with the Mandatory Purchase Provision or Demand Purchase Option, and shall be fully effective in accordance with its terms, upon (i) the filing with the Trustee of a copy thereof certified by an Authorized Officer, (ii) the filing with the Trustee and the Corporation of an instrument in writing made by the Trustee consenting thereto, and (iii) the prior written consent of the applicable Liquidity Provider, which consent shall not be unreasonably withheld.

(B) The Trustee, at the expense of the Corporation, shall provide notice to the Bond owners of the adoption of any Supplemental Resolution described in subsection (A) above in whichever manner it deems most effective, and shall, as soon as practicable, deliver a copy of any Supplemental Resolution effecting a change described in subsection (A) above to each owner of a 2012 Series E Bond Outstanding.

Section 5.3. Notice to Rating Service. At such time as there is a change in the Trustee, the Tender Agent or the Remarketing Agent, a Change Date occurs, any material amendment to this Supplemental Resolution or a Liquidity Facility is made, or a Liquidity Facility expires, or an extension of the maturity of a Series of 2012 Series E Bonds is effected, or whenever there is a redemption pursuant to Section 102 of Appendix A hereto, or a defeasance of a Series of 2012 Series E Bonds, written notice of same shall be given to (i) Standard & Poor’s Ratings Services, a Division of the McGraw-Hill Companies, Inc., 55 Water Street, New York, New York 10041, Attention: Public Finance Surveillance or by e-mail to pubfin_structured@sandp.com, and (ii) Moody’s Investors Services, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, Attention: Moody’s Municipal Structured Products Surveillance Group or by e-mail to MSPGSurveillance@moodys.com.

Section 5.4. Effective Date. This Supplemental Resolution shall take effect upon the filing of a certified copy hereof with the Trustee.
APPENDIX A

TERMS OF THE 2012 Series E BONDS

CHAPTER 1

GENERAL PROVISIONS

Section 101. Interest, Denominations and Other Provisions. (A) During any Daily Rate Period or Weekly Rate Period, interest on a Series of 2012 Series E Bonds shall be payable on a monthly basis on the first Business Day of the month occurring after the Interest Method Change Date with respect thereto (or, if applicable, the date of initial issuance thereof), on any Change Date with respect thereto and on the final maturity date of such Series of 2012 Series E Bonds. During any Index Rate Period, interest on a Series of 2012 Series E Bonds shall be payable on each Reset Date with respect thereto, on any Change Date with respect thereto and on the final maturity date of such Series of 2012 Series E Bonds. During any Flexible Rate Period, interest on a Series of 2012 Series E Bonds shall be payable on any Change Date with respect thereto and on the final maturity date of such Series of 2012 Series E Bonds. During any Term Rate Period, interest on a Series of 2012 Series E Bonds shall be payable on May 1 and November 1 of each year, on any Change Date with respect thereto and on the final maturity date of such Series of 2012 Series E Bonds. During the Fixed Rate Period, interest on a Series of 2012 Series E Bonds shall be payable on May 1 and November 1 of each year and on the final maturity date of such Series of 2012 Series E Bonds. During any Daily Rate Period, Weekly Rate Period or Flexible Rate Period for a Series of 2012 Series E Bonds, interest on such Series of 2012 Series E Bonds shall be computed on the basis of a 365 or 366-day year, for the actual number of days elapsed. During any Index Rate Period for a Series of 2012 Series E Bonds, interest on such Series of 2012 Series E Bonds shall be computed on the basis of a 360-day year, for the actual number of days elapsed. During any Term Rate Period and the Fixed Rate Period for a Series of 2012 Series E Bonds, interest on such Series of 2012 Series E Bonds shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

(B) During a Daily Rate Period, Weekly Rate Period, Index Rate Period or Flexible Rate Period for a Series of 2012 Series E Bonds, all 2012 Series E Bonds of such Series shall be in the denomination of $100,000 or any $5,000 increment in excess of $100,000. During a Term Rate Period or the Fixed Rate Period for a Series of 2012 Series E Bonds, all 2012 Series E Bonds of such Series shall be in the denomination of $5,000 or in denominations of any whole multiple thereof.

(C) If the date for making any payment of principal or Redemption Price of or interest on any of the 2012 Series E Bonds shall be a day other than a Business Day, then payment of such principal or Redemption Price of or interest on such 2012 Series E Bonds need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date originally fixed for such payment, except that during any Daily Rate Period, Weekly Rate Period, Index Rate Period or Flexible Rate Period, no interest shall continue to accrue on any unpaid principal to such next succeeding Business Day.
Section 102. Redemption Provisions. The 2012 Series E Bonds shall be subject to redemption as follows:

(A) During any Daily Rate Period, Weekly Rate Period, Flexible Rate Period, Term Rate Period or the Fixed Rate Period, the 2012 Series E Bonds shall be subject to redemption, in whole or in part, at any time, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2012 Series E Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date, from amounts representing (a) Recoveries of Principal deposited in the Redemption Account and resulting from (i) proceeds from the acceleration of payments due under any 2012 Series E Mortgage Loan or other remedial proceedings taken in the event of a default thereon, including proceeds of the sale of any Acquired Project, (ii) amounts obtained under a letter of credit or other credit enhancement securing any 2012 Series E Mortgage Loan or under any agreement entered into by the Corporation and the provider of such letter of credit or other credit enhancement in connection with the providing of such letter of credit or credit enhancement (other than with respect to scheduled principal and/or interest payments required by such 2012 Series E Mortgage Loan) in the event of a default on such 2012 Series E Mortgage Loan, (iii) proceeds of insurance awards resulting from damage or destruction of a Project financed by any 2012 Series E Mortgage Loan, which proceeds are applied to payment of the applicable Mortgage Note whether or not required to be so applied pursuant to the applicable Mortgage, (iv) proceeds of a condemnation award resulting from the taking by condemnation (or by agreement of interested parties in lieu of condemnation) by any governmental body or any person, firm, or corporation acting under governmental authority, of title to or any interest in or the temporary use of, a Project financed by any 2012 Series E Mortgage Loan or any portion thereof, which proceeds are applied to payment of the applicable Mortgage Note whether or not required to be so applied pursuant to the applicable Mortgage, or (v) proceeds of the sale, assignment, endorsement or other disposition of any 2012 Series E Mortgage Loan required pursuant to Section 7.10 of the General Resolution or made when, in the sole judgment of the Corporation, a 2012 Series E Mortgage Loan is in default, including proceeds of SONYMA Insurance with respect to such 2012 Series E Mortgage Loan insured by SONYMA Insurance, if any, proceeds of FHA Insurance or FHA Risk-Sharing Insurance, if any, and (b) any other moneys made available under the General Resolution in connection with the redemptions described in (a) of this paragraph.

(B) (i) During any Daily Rate Period or Weekly Rate Period, the 2012 Series E Bonds shall be subject to redemption, in whole or in part, at any time, at a Redemption Price equal to one hundred percent (100%) of the principal amount of such 2012 Series E Bonds, or portions thereof to be so redeemed, plus accrued interest to the Redemption Date, from amounts representing (a) Recoveries of Principal deposited in the Redemption Account and resulting from (i) proceeds of an optional prepayment of any 2012 Series E Mortgage Loan by the Mortgagor thereof, or (ii) proceeds of the sale, assignment, endorsement or other disposition of any 2012 Series E Mortgage Loan (other than a sale, assignment, endorsement or other disposition required pursuant to Section 7.10 of the General Resolution or made when, in the sole judgment of the Corporation, a 2012 Series E Mortgage Loan is in default, including proceeds of SONYMA Insurance with respect to such 2012 Series E Mortgage Loan insured by SONYMA Insurance, if any, and including proceeds of FHA Insurance or FHA Risk-Sharing Insurance, if any) and (b) any other moneys made available under the General Resolution in connection with the redemptions described in clause (a) of this paragraph.
(ii) During a Term Rate Period or the Fixed Rate Period, the 2012 Series E Bonds shall be subject to mandatory redemption, in whole or in part, at any time prior to maturity on or after the nearest May 1 or November 1 to the tenth anniversary of the commencement of the initial Term Rate Term established for the 2012 Series E Bonds or the Fixed Rate Period, as applicable, in an amount not in excess of (a) Recoveries of Principal resulting from the advance payments of amounts to become due pursuant to any 2012 Series E Mortgage Loan, at the option of the Mortgagor thereof, and (b) other moneys made available under the General Resolution in connection with the redemption described in (a) above, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2012 Series E Bonds or portions thereof to be so redeemed plus accrued interest to the Redemption Date.

(iii) During a Flexible Rate Period or a Term Rate Period, the 2012 Series E Bonds shall be subject to mandatory redemption, in whole or in part, without notice, on any Interest Adjustment Date with respect to such 2012 Series E Bond in an amount not in excess of (a) Recoveries of Principal resulting from the advance payments of amounts to become due pursuant to any 2012 Series E Mortgage Loan, at the option of the Mortgagor thereof, and (b) other moneys made available under the General Resolution in connection with the redemption described in (a) above, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2012 Series E Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date.

Notwithstanding the foregoing, upon the filing of a Cash Flow Statement with the Trustee, and except as otherwise provided in a Supplemental Resolution authorizing a Series of Bonds other than the 2012 Series E Bonds, for so long as the 2012 Series E Bonds remain Outstanding, (i) the 2012 Series E Bonds may be redeemed in accordance with the redemption provisions described above in connection with Recoveries of Principal deposited in the Redemption Account derived from or with respect to the Mortgage Loans or Projects financed in connection with any Series of Mitchell-Lama Bonds, and (ii) the Series of Bonds to be redeemed in connection with Recoveries of Principal deposited in the Redemption Account derived from or with respect to any 2012 Series E Mortgage Loan or any Project financed thereunder shall be selected as directed by the Corporation, but solely among the Series of Mitchell-Lama Bonds. In addition, notwithstanding anything to the contrary contained in the General Resolution, this Supplemental Resolution or the One Hundred Sixty-Third Supplemental Resolution, for the purposes of the redemption described in this paragraph in connection with Recoveries of Principal deposited in the Redemption Account, and all provisions of the General Resolution with respect thereto, the 2012 Series E Mortgage Loans shall be treated as having been financed from the proceeds of the 2012 Series E Bonds without regard to Series as if the 2012 Series E Bonds constituted one Series; provided, however, that in connection with any redemption described in this paragraph, the Corporation may, in its sole discretion, select Bonds of either or both of such Series to be redeemed. In addition, notwithstanding anything to the contrary contained in the General Resolution, for so long as the 2012 Series E Bonds remain Outstanding, Recoveries of Principal derived from or with respect to the 2012 Series E Mortgage Loans or any Project financed thereunder shall only be deposited in the Redemption Account and may not be deposited in the Bond Proceeds Account or the Revenue Account. In addition, notwithstanding anything to the contrary contained in the General Resolution or this Supplemental Resolution, for the purposes of the redemptions described in subsections (A) and (B) above in connection with Recoveries of
Principal deposited in the Redemption Account attributable to a 2012 Series E Mortgage Loan financed in part with 2012 Series E Bonds bearing interest in the Fixed Rate and in part with 2012 Series E Bonds bearing interest in other than the Fixed Rate, and all provisions of the General Resolution with respect thereto, the Corporation shall select for redemption first, the 2012 Series E Bonds financing such 2012 Series E Mortgage Loan and bearing interest in other than the Fixed Rate, and second, the 2012 Series E Bonds financing such 2012 Series E Mortgage Loan and bearing interest in the Fixed Rate.

(C) During any Daily Rate Period, Weekly Rate Period, Flexible Rate Period, Term Rate Period or the Fixed Rate Period, the 2012 Series E Bonds shall be subject to redemption, at the option of the Corporation, in whole or in part, at any time, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2012 Series E Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date, in an amount not in excess of amounts on deposit in the Bond Proceeds Account representing unexpended proceeds of the 2012 Series E Bonds not used to finance the 2012 Series E Mortgage Loans and any other moneys made available under the General Resolution in connection with such redemption.

(D) During a Daily Rate Period or Weekly Rate Period, the 2012 Series E Bonds shall be subject to redemption, at the option of the Corporation, in whole or in part, at any time, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2012 Series E Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date.

(E) During an Index Rate Period, the 2012 Series E Bonds shall be subject to redemption, at the option of the Corporation, in whole or in part, at any time prior to maturity on any Reset Date, including any Reset Date after delivery of a notice of mandatory purchase to the Corporation pursuant to Section 802 hereof, beginning [__________], with respect to the 2012 Series E Bonds upon the initial issuance thereof, and beginning as determined by an Authorized Officer of the Corporation and set forth in a Certificate delivered to the Trustee on the date of remarketing of the 2012 Series E Bonds, with respect to the 2012 Series E Bonds upon a remarketing thereof, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2012 Series E Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date.

(F) During a Flexible Rate Period or a Term Rate Period, each 2012 Series E Bond is subject to redemption, without notice, at the option of the Corporation, in whole or in part on any Interest Adjustment Date with respect to such 2012 Series E Bond, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2012 Series E Bonds to be redeemed plus accrued interest to the Redemption Date. Except as provided in the immediately preceding sentence, during a Term Rate Period or the Fixed Rate Period, the 2012 Series E Bonds are subject to redemption, at the option of the Corporation, in whole or in part, at any time prior to maturity on or after the nearest May 1 or November 1 to the tenth anniversary of the commencement of the initial Term Rate Term or the Fixed Rate Period, as applicable, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2012 Series E Bonds or portions thereof to be so redeemed plus accrued interest to the Redemption Date.
(G) During any Daily Rate Period, Weekly Rate Period, Flexible Rate Period or Term Rate Period, the 2012 Series E Bonds are subject to mandatory redemption, in whole or in part, without notice, upon a declaration of acceleration by the Trustee as a remedy for an Event of Termination hereunder, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2012 Series E Bonds or portions thereof to be so redeemed plus accrued interest to the Redemption Date, which Redemption Date shall be the date of such declaration of acceleration.

(H) During any Daily Rate Period, Weekly Rate Period, Flexible Rate Period or Term Rate Period, the 2012 Series E Bonds are subject to mandatory redemption, in whole, at any time prior to maturity if, within thirty (30) days of an Act of Bankruptcy of the Liquidity Provider, the Trustee has not received a new Liquidity Facility, at a Redemption Price equal to one hundred percent (100%) of the principal amount of such Series of 2012 Series E Bonds to be redeemed plus accrued interest to the Redemption Date.

(I) During the Index Rate Period with respect to the 2012 Series E Bonds upon the initial issuance thereof, the 2012 Series E Bonds shall be redeemed in part through application of Sinking Fund Payments as provided in Section 5.4(E) of the General Resolution on [__________] and on each May 1 and November 1 thereafter, in each case at a Redemption Price equal to the principal amount of each 2012 Series E Bond or portion thereof to be redeemed, together with interest accrued to the Redemption Date. Subject to the provisions of Sections 5.4(D) and 5.5(B) of the General Resolution permitting amounts to be credited toward part or all of any one or more Sinking Fund Payments, there shall be due and the Corporation shall in any and all events be required to pay on each of the dates set forth in the following table the amount set opposite each such date in said table, and said amount is hereby established and shall constitute a Sinking Fund Payment for the retirement of the 2012 Series E Bonds, except that the amount for such date in said table shall be payable at the stated maturity date of such 2012 Series E Bonds and shall not constitute a Sinking Fund Payment:

<table>
<thead>
<tr>
<th>Redemption Date</th>
<th>Principal Amount $</th>
<th>Redemption Date</th>
<th>Principal Amount $</th>
</tr>
</thead>
</table>

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(J) If, upon the conversion of the interest rate on the 2012 Series E Bonds, the Corporation shall, in accordance with Section 701(D) of this Appendix A, have modified a schedule of redemptions through application of Sinking Fund Payments as provided in Section 5.4(E) of the General Resolution, during the Fixed Rate Period, the 2012 Series E Bonds shall be redeemed in part through application of Sinking Fund Payments as provided in said Section 5.4(E) at the times and in the amounts set forth in such schedule (subject to the provisions of Sections 5.4(D) and 5.5(B) of the General Resolution permitting amounts to be credited toward part or all of any one or more Sinking Fund Payments), in each case equal to the principal amount of each 2012 Series E Bond or portion thereof to be redeemed, together with interest accrued to the Redemption Date.

Section 103. Method of Payment. Except as otherwise provided in Section 2.6 of the Supplemental Resolution or in a Liquidity Facility with respect to Bank Bonds, the principal or Redemption Price, if any, of the 2012 Series E Bonds shall be payable at the corporate trust office of the Trustee in New York, New York, or at the office designated for such payment of any successor. Except as otherwise provided in Section 2.6 of the Supplemental Resolution or in a Liquidity Facility with respect to Bank Bonds, interest on the 2012 Series E Bonds shall be paid by check or draft of the Trustee mailed to the registered owners thereof at the applicable Record Date at their respective addresses as shown on the registration books of the Corporation maintained by the Trustee. With respect to all Bank Bonds, and upon written direction of the owner of $1,000,000 or more principal amount of Outstanding 2012 Series E Bonds, the Trustee shall provide for wire transfer to or at the direction of such owner of all payments of interest due on the 2012 Series E Bonds so held.

Section 104. Of Interest Method Change Dates; Liquidity Facility; Tenders. (A) No change in the method of determining the interest rate on a Series of 2012 Series E Bonds shall be made unless the Trustee has received, at least thirty (30) days prior to the Interest Method Change Date, (1) a Certificate of an Authorized Officer specifying (a) the date which is to be the Interest Method Change Date, (b) the method of determining the interest rate which shall take effect on such date, and (c) in the case of a Term Rate, the length of a Term Rate Term, (2) if necessary, an amendment to the Liquidity Facility conforming such Liquidity Facility to the requirements of the Supplemental Resolution applicable to such instrument from and after the Interest Method Change Date, and (3) an opinion of Bond Counsel to the Corporation to the effect that the proposed change in the method of determining the interest rate on such Series of 2012 Series E Bonds is consistent with the provisions of the Supplemental Resolution. Notwithstanding anything to the contrary contained in the Supplemental Resolution, the provisions of this subsection (A) shall not apply to a change in the interest rate on a particular 2012 Series E Bond on an Interest Adjustment Date relating to such 2012 Series E Bond during a Flexible Rate Period.
(B) Subject to the provisions of subsection (C) of this Section 104, the Corporation reserves the right to make provision for or cause the replacement of any Liquidity Facility with respect to a Series of 2012 Series E Bonds; provided, however, that during any Daily Rate Period, Weekly Rate Period or Flexible Rate Period, a Liquidity Facility must be in effect with respect to such Series of 2012 Series E Bonds. During an Index Rate Period, a Term Rate Period or the Fixed Rate Period only with respect to such Series of 2012 Series E Bonds, no Liquidity Facility shall be required.

(C) The Corporation may not exercise its right to make provision for or cause the replacement of any Liquidity Facility with respect to a Series of 2012 Series E Bonds unless the Corporation has provided the Trustee with the following: (1) an opinion of Bond Counsel to the effect that the replacement Liquidity meets the requirements of the Supplemental Resolution, (2) an opinion of counsel to the obligor under the replacement Liquidity Facility, addressed to the Trustee, stating that such Liquidity Facility constitutes a legal, valid and binding obligation of such obligor and is enforceable in accordance with its terms (except as enforceability thereof may be limited by applicable laws for the relief of debtors and by general principles of equity which permit the exercise of judicial discretion), (3) a letter from each Rating Agency then rating such Series of 2012 Series E Bonds, to the effect that the replacement Liquidity Facility will not result in the suspension, downgrade or termination of the existing ratings of such Series of 2012 Series E Bonds; and (4) an amount sufficient to pay all costs incurred by the Trustee and the Corporation in connection with the provision of the replacement Liquidity Facility.

(D) No Interest Method Change Date or Facility Change Date described in clause (i) of the definition thereof with respect to a Series of 2012 Series E Bonds shall occur unless the Trustee has received an opinion of Bond Counsel, dated as of the Change Date, to the effect that the change is consistent with the provisions of the Supplemental Resolution. Notwithstanding anything to the contrary contained in the Supplemental Resolution, the provisions of this subsection (D) shall not apply to a change in the interest rate on a particular 2012 Series E Bond on an Interest Adjustment Date relating to such 2012 Series E Bond during a Flexible Rate Period.

(E) In the event of a Facility Change Date described in clause (i) of the definition thereof or an Interest Method Change Date, and following the provision of notice as described in Section 801(A) of this Appendix A of mandatory purchase of 2012 Series E Bonds, the Trustee receives notice from the Corporation or the Remarketing Agent, as applicable, that a change in the method of determining the interest rate on the 2012 Series E Bonds cannot be effected, or a Liquidity Facility that was to be replaced cannot be replaced, said Change Date shall be cancelled, unless the prior Liquidity Facility is expiring within sixty (60) days after said Change Date. The Trustee shall promptly deliver or mail by first class mail, postage prepaid, to the owner of each 2012 Series E Bond at the address shown on the registration books of the Corporation held by the Trustee, a notice stating that such change shall not occur (and the reasons therefor) and that the related mandatory tender shall be canceled.
CHAPTER 2

PROVISIONS OF 2012 SERIES E BONDS DURING DAILY RATE PERIOD

Section 201. Interest Rate Determination. (A) Whenever in this Chapter 2 there is reference to "2012 Series E Bonds" or a "Daily Rate Period," such reference shall relate to any Series of 2012 Series E Bonds that bear a Daily Rate. At such time as shall be designated by the Corporation for change of the interest rate on the 2012 Series E Bonds to the Daily Rate until the earlier of the next succeeding Interest Method Change Date or the final maturity or redemption in whole of the 2012 Series E Bonds, the 2012 Series E Bonds shall bear interest at the Daily Rate determined in accordance with this Section 201.

(B) During a Daily Rate Period, the 2012 Series E Bonds shall bear interest at the Daily Rate. The Daily Rate shall be determined as follows; provided, however, that in the event of a remarketing on a private placement or direct sale basis, the Daily Rate shall be the rate for the 2012 Series E Bonds determined by an Authorized Officer of the Corporation and set forth in a Certificate delivered to the Trustee on the date of remarketing pursuant to the Private Placement or Direct Sale Bond Purchase Agreement. The Remarking Agent or the Corporation, as the case may be, shall determine the Daily Rate not later than 10:00 a.m., New York City time, on the Business Day of the commencement of the Daily Rate Term to which it relates. The Remarking Agent or the Corporation, as the case may be, shall immediately give notice of the determination of any Daily Rate pursuant to this Section 201 to the Corporation, if applicable, the Trustee, the Tender Agent and the Liquidity Provider by telecopy or other similar means of electronic communication or by such other method of communication as shall be mutually agreed upon by the Remarking Agent or the Corporation, as the case may be, and the recipients of such notice.

(C) On the Business Day immediately following the establishment of a Daily Rate Period for the 2012 Series E Bonds, the Trustee shall deliver or mail by first-class mail, postage prepaid or by facsimile transmission or other similar electronic means, to the owner of each 2012 Series E Bond at the address shown on the registration books of the Corporation, a notice stating that from and after the effective date of such Daily Rate Period the 2012 Series E Bonds will bear interest at the Daily Rate for the duration of the applicable Daily Rate Period. Such notice shall further specify the name, address and telephone number of the person or persons from whom information with respect to the Daily Rate for each succeeding Daily Rate Term may be obtained.

(D) Unless an Interest Method Change Date occurs, a new Daily Rate Term shall automatically commence on the day after the termination of the current Daily Rate Term.

(E) If for any reason the position of the Remarking Agent is vacant, or if the Remarking Agent or the Corporation, as the case may be, fails in the performance of its duty to determine the Daily Rate for any Daily Rate Term or the Daily Rate is held to be invalid or unenforceable by a court of law, as set forth in a written notice from the Corporation to the Trustee, the Daily Rate for such Daily Rate Term shall be the Daily Rate that was in effect for the immediately preceding Daily Rate Term, if applicable; otherwise, the rate of interest on the
2012 Series E Bonds shall continue to be determined according to the method that was in effect prior to the Interest Method Change Date until the next Interest Method Change Date.

(F) Any determination of any interest rate pursuant to this Section 201 shall be conclusive and binding upon the Trustee, the Tender Agent, the Remarketing Agent, the Corporation, the Liquidity Provider and the owners of the 2012 Series E Bonds.

Section 202. **Purchase Provisions.** During a Daily Rate Period, the 2012 Series E Bonds shall contain the Mandatory Purchase Provision and the Demand Purchase Option.
CHAPTER 3

PROVISIONS OF 2012 SERIES E BONDS DURING WEEKLY RATE PERIOD

Section 301. Interest Rate Determination. (A) Whenever in this Chapter 3 there is reference to “2012 Series E Bonds” or a “Weekly Rate Period,” such reference shall relate to any Series of 2012 Series E Bonds that bear a Weekly Rate. At such time as shall be designated by the Corporation for change of the interest rate on the 2012 Series E Bonds to the Weekly Rate until the earlier of the next succeeding Interest Method Change Date or the final maturity or redemption in whole of the 2012 Series E Bonds, the 2012 Series E Bonds shall bear interest at the Weekly Rate determined in accordance with this Section 301.

(B) During a Weekly Rate Period, the 2012 Series E Bonds shall bear interest at the Weekly Rate. The Weekly Rate shall be determined as follows; provided, however, that in the event of a remarketing on a private placement or direct sale basis, the Weekly Rate shall be the rate for the 2012 Series E Bonds determined by an Authorized Officer of the Corporation and set forth in a Certificate delivered to the Trustee on the date of remarketing pursuant to the Private Placement or Direct Sale Bond Purchase Agreement. The Remarking Agent or the Corporation, as the case may be, shall determine the Weekly Rate not later than 4:00 p.m., New York City time, on day immediately preceding the Weekly Effective Rate Date for each Weekly Rate Term. The Remarking Agent or the Corporation, as the case may be, shall immediately give notice of the determination of any Weekly Rate pursuant to this Section 301 to the Corporation, if applicable, the Trustee, the Tender Agent and the Liquidity Provider by telecopy or other similar means of electronic communication or by such other method of communication as shall be mutually agreed upon by the Remarking or the Corporation, as the case may be, and the recipients of such notice.

(C) On the Business Day immediately following the establishment of any Weekly Rate Period for the 2012 Series E Bonds, the Trustee shall deliver or mail by first-class mail, postage prepaid or by facsimile transmission or other similar electronic means, to the owner of each 2012 Series E Bond at the address shown on the registration books of the Corporation, a notice stating the Weekly Rate to be borne by the 2012 Series E Bonds, and that from and after the Weekly Effective Rate Date the 2012 Series E Bonds will bear interest at the Weekly Rate for the duration of the applicable Weekly Rate Period. Such notice shall further specify the name, address and telephone number of the person or persons from whom information with respect to the Weekly Rate for each succeeding Weekly Rate Term may be obtained.

(D) Unless an Interest Method Change Date occurs, a new Weekly Rate Term shall automatically commence on the day after the termination of the current Weekly Rate Term.

(E) If for any reason the position of the Remarking Agent is vacant, or if the Remarking Agent or the Corporation, as the case may be, fails in the performance of its duty to determine the Weekly Rate for any Weekly Rate Term or the Weekly Rate is held to be invalid or unenforceable by a court of law, as set forth in a written notice from the Corporation to the Trustee, the Weekly Rate for such Weekly Rate Term shall be determined by the Trustee and
shall be (i) if a Liquidity Facility is in effect, the Alternate Rate or (ii) if a Liquidity Facility is not in effect, the Maximum Rate.

(F) Any determination of any interest rate pursuant to this Section 301 shall be conclusive and binding upon the Trustee, the Tender Agent, the Remarketing Agent, the Corporation, the Liquidity Provider and the owners of the 2012 Series E Bonds.

Section 302. Purchase Provisions. During a Weekly Rate Period, the 2012 Series E Bonds shall contain the Mandatory Purchase Provision and the Demand Purchase Option.
CHAPTER 4

PROVISIONS OF 2012 SERIES E BONDS DURING INDEX RATE PERIOD

Section 401. Definitions. As used in this Chapter 4:

“Determination Date” means the date which is two (2) London Banking Days prior to the next Reset Date.

“Federal Funds Rate” means that the rate for a Reset Date will be the rate set forth on the Bloomberg Screen MMR 21 4 Page for that day opposite the caption “Federal Funds (effective)”. If, by 5:00 p.m., New York City time, on the day that is one New York City Banking Day following the Reset Date, such rate for the Reset Date does not appear on the Bloomberg Screen MMR 21 4 Page or is not yet published in H.15(519), the rate for that Reset Date will be the rate set forth in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, for that day opposite the captions “Federal Funds (effective)”. If, by 5:00 p.m., New York City time, on the day that is one New York City Banking Day following the Reset Date, such rate for the Reset Date does not appear on the Bloomberg Screen MMR 21 4 Page or is not yet published in H.15(519), H.15 Daily Update or another recognized electronic source, the rate for that Reset Date will be the rate for the first preceding day for which such rate is set forth in H.15(519) opposite the caption “Federal funds (effective)”, as such rate is displayed on the Bloomberg Screen MMR 21 4 Page.”

“London Banking Day” means any date on which commercial banks in London, England are open for general business (including dealings in foreign exchange and foreign currency deposits).

“Official BBA LIBOR Fixings Page” means the display designated as page “Official BBA LIBOR Fixings” on the Bloomberg Financial Markets Commodities News Service (or such other page as may replace the Official BBA LIBOR Fixings Page on that service for the purpose of displaying London interbank offered rates of major banks).

“Prime Rate” means the fluctuating rate per annum equal to the “Prime Rate” listed daily in the “Money Rate” section of The Wall Street Journal or, if The Wall Street Journal is not published on a particular Business Day, then, the “prime rate” published on the display designated as page “PRIMBBB” on the Bloomberg Financial Markets Commodities News Service.

“Reset Date” means February 1, May 1, August 1 and November 1 of each year, commencing [________], with respect to the 2012 Series E Bonds upon the initial issuance thereof; and commencing as determined by an Authorized Officer of the Corporation and set forth in a Certificate delivered to the Trustee on the date of remarketing of the 2012 Series E Bonds, with respect to the 2012 Series E Bonds upon a remarketing thereof.

“Treasury Rate” means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two (2) Business Days prior to the redemption date (excluding
inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data) most nearly equal to the period from the redemption date to the maturity date of the 2012 Series E Bond to be redeemed; provided, however, that if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

Section 402. Interest Rate Provisions. (A) Whenever in this Chapter 4 there is reference to “2012 Series E Bonds” or an “Interest Rate Period,” such reference shall relate to any Series of 2012 Series E Bonds that bear an Index Rate. At such time as shall be designated by the Corporation for change of the interest rate on the 2012 Series E Bonds to the Index Rate until the earlier of the next succeeding Interest Method Change Date or the final maturity or redemption in whole of the 2012 Series E Bonds, the 2012 Series E Bonds shall bear interest at the Index Rate determined in accordance with this Section 402.

(B) During an Index Rate Period, the 2012 Series E Bonds shall bear interest at the Index Rate. The Index Rate shall be established for each Index Rate Term and shall, with respect to such Index Rate Term, be in effect from the Reset Date that is the first day of such Index Rate Term until (but not including) the next Reset Date (or earlier redemption date); provided, however, that the Index Rate from the date of initial issuance and delivery of the 2012 Series E Bonds to and including [_____________] shall be the rate for the 2012 Series E Bonds determined by the Corporation and set forth in a Certificate of an Authorized Officer delivered to the Trustee on the date of such issuance and delivery. The Index Rate for each Index Rate Term shall equal the Three-Month LIBOR (determined as provided below) plus [_____] percent ([_%]), with respect to the 2012 Series E Bonds upon the initial issuance thereof, and as determined by an Authorized Officer of the Corporation and set forth in a Certificate delivered to the Trustee on the date of remarketing of the 2012 Series E Bonds, with respect to the 2012 Series E Bonds upon a remarketing thereof. Three-Month LIBOR with respect to a Index Rate Term beginning on a particular Reset Date shall be determined on the Determination Date which immediately precedes such Reset Date and shall be the per annum rate for deposits in United States dollars for three (3) months which appears on the Official BBA LIBOR Fixings Page as of 11:00 a.m., London, England time, on such Determination Date (“Three Month LIBOR”).

(C) If on a Determination Date such rate does not appear on the Official BBA LIBOR Fixings Page, the Trustee will request the principal London, England office of each of at least two major banks, determined by the Trustee, that are engaged in transactions in the London interbank market, to provide the Trustee with its offered quotation for United States dollar deposits for three (3) months to prime banks in the London interbank market as of 11:00 a.m., London, England time, on such date. If at least two such major banks provide the Trustee with such offered quotations, Three-Month LIBOR on such date will be the arithmetic mean (rounded, if necessary, to the nearest one-sixteenth of a percent, with a one-thirty-second being rounded upwards) of all such quotations. If on such date fewer than two of the major banks provide the Trustee with such an offered quotation, Three-Month LIBOR on such date will be the arithmetic mean (rounded, if necessary, to the nearest one-sixteenth of a percent, with a one-thirty-second being rounded upwards) of the offered rates which one or more leading banks in the City of New York (other than the Trustee or another bank owned by, or affiliated with, the Trustee) are quoting as of 11:00 a.m., New York City time, on such date to leading European
banks for United States dollar deposits for three (3) months; provided, however, that if such banks are not quoting as described above, Three-Month LIBOR will be the Three-Month LIBOR applicable to the most recent Index Rate Term for which Three-Month LIBOR was available.

(D) No later than the close of business on the second business day immediately following each Determination Date, the Trustee shall give notice of the interest rate for the 2012 Series E Bonds determined on such Determination Date to the Corporation and to each owner of the 2012 Series E Bonds who has filed its name and address with the Trustee for such purpose.

(E) Any determination of any interest rate pursuant to this Section 402 shall be conclusive and binding upon the Trustee, the Tender Agent, the Remarketing Agent, the Corporation, the Liquidity Provider, if any, and the owners of the 2012 Series E Bonds.

Section 403. **Purchase Provisions.** During an Index Rate Period, the 2012 Series E Bonds shall contain the Mandatory Purchase Provision and the Demand Purchase Option.
CHAPTER 5

PROVISIONS OF 2012 SERIES E BONDS DURING FLEXIBLE RATE PERIOD

Section 501. Interest Rate Provisions. (A) Whenever in this Chapter 5 there is reference to "2012 Series E Bonds" or a "Flexible Rate Period," such reference shall relate to any Series of 2012 Series E Bonds that bear a Flexible Rate. At such time as shall be designated by the Corporation (the "Flexible Rate Start Date"), and until the earlier of the next Interest Method Change Date or the final maturity or redemption of the 2012 Series E Bonds, each 2012 Series E Bond shall bear interest at the Flexible Rate determined in accordance with this Section 501.

(B) During a Flexible Rate Period, each 2012 Series E Bond shall bear interest at a Flexible Rate. The Flexible Rate with respect to any particular 2012 Series E Bond shall be determined as follows; provided, however, that in the event of a remarketing on a private placement or direct sale basis, the Flexible Rate shall be the rate for the 2012 Series E Bonds determined by an Authorized Officer of the Corporation and set forth in a Certificate delivered to the Trustee on the date of remarketing pursuant to the Private Placement or Direct Sale Bond Purchase Agreement. The Remarking Agent or the Corporation, as the case may be, shall determine the Flexible Rate not later than 1:00 p.m., New York City time, on the first Business Day of the Flexible Rate Term. The Flexible Rate shall be communicated immediately by the Remarking Agent or the Corporation, as the case may be, by telex, telexcopy or other similar electronic means of communication, or by telephone promptly followed by written notice mailed by electronic mail or first-class mail, postage prepaid, to the Trustee, the Liquidity Provider, the Tender Agent, and the Corporation, if applicable, such communication to be received not later than 1:00 p.m., New York City time, on the day such Flexible Rate is determined.

(C) Notice of each Flexible Rate shall be prepared by the Trustee for mailing by the Tender Agent, and shall be sent by the Tender Agent by first-class mail, postage prepaid, to each owner of 2012 Series E Bonds, the Corporation, and the Liquidity Provider within seven (7) days after such Flexible Rate is determined pursuant to Section 501(B) above.

(D) The Flexible Rate Term with respect to any particular 2012 Series E Bond is the period commencing on the Flexible Rate Start Date and ending not more than 270 days thereafter, selected by the Corporation as the Flexible Rate Term with respect to such 2012 Series E Bond; provided that any Flexible Rate Term selected in accordance with the provisions of Section 501(A) shall be selected such that the Interest Adjustment Date occurring on the day immediately following the last day of such Flexible Rate Term shall be a Business Day. Subsequent Flexible Rate Terms of up to 270 days, selected by the Corporation, shall commence on the day immediately following the end of the preceding Flexible Rate Term with respect to any particular 2012 Series E Bond (each such day an "Interest Adjustment Date"), unless the interest rate on the 2012 Series E Bonds shall be converted to a Daily Rate, Weekly Rate or Term Rate or to the Fixed Rate pursuant to the provisions of the Supplemental Resolution or the 2012 Series E Bonds mature or are redeemed in whole on such date. Notwithstanding the foregoing, the Corporation may not select a Flexible Rate Term for a particular 2012 Series E Bond longer than the time remaining to the earlier of (i) the remaining term of the Liquidity Facility and (ii) the final maturity of the 2012 Series E Bonds.
(E) If for any reason the position of the Remarketing Agent is vacant, or if the Remarketing Agent or the Corporation, as the case may be, fails in the performance of its duty to determine the Flexible Rate for any Flexible Rate Term or the Flexible Rate is held to be invalid or unenforceable by a court of law, as set forth in a written notice from the Corporation to the Trustee, such Flexible Rate Term shall convert to a seven (7) day period. The Flexible Rate for such Flexible Rate Term shall be determined by the Trustee and shall be the Alternate Rate.

(F) Any determination of any interest rate pursuant to this Section 501 shall be conclusive and binding upon the Trustee, the Tender Agent, the Remarketing Agent, the Corporation, the Liquidity Provider and the owners of the 2012 Series E Bonds.

Section 502. Purchase Provisions. During a Flexible Rate Period, the 2012 Series E Bonds shall contain the Mandatory Purchase Provision.
CHAPTER 6

PROVISIONS OF 2012 SERIES E BONDS DURING TERM RATE PERIOD

Section 601. Interest Rate Provisions. (A) Whenever in this Chapter 6 there is reference to “2012 Series E Bonds” or a “Term Rate Period,” such reference shall relate to any 2012 Series E Bonds that bear a Term Rate. At such time as shall be designated by the Corporation or the date of commencement of a subsequent Term Rate Term (the “Term Rate Start Date”) to the earlier of the next Interest Method Change Date or the final maturity or redemption in whole of the 2012 Series E Bonds (and during any subsequent period when the 2012 Series E Bonds are converted to a Term Rate Term from another method of determining interest), the 2012 Series E Bonds shall bear interest at the Term Rate determined in accordance with this Section 601.

(B) During a Term Rate Period, the 2012 Series E Bonds shall bear interest at the Term Rate. The Term Rate shall be determined as follows; provided, however, that in the event of a remarketing on a private placement or direct sale basis, the Fixed Rate shall be the rate for the 2012 Series E Bonds determined by an Authorized Officer of the Corporation and set forth in a Certificate delivered to the Trustee on the date of remarketing pursuant to the Private Placement or Direct Sale Bond Purchase Agreement. The Remarketing Agent or the Corporation, as the case may be, shall determine the Term Rate not later than 12:00 noon, New York City time, on the Business Day immediately preceding the Term Rate Start Date and such determination shall be conclusive and binding upon the Trustee, the Tender Agent, the Corporation, the Liquidity Provider, the Remarketing Agent and the owners of the 2012 Series E Bonds. The Term Rate shall be communicated immediately by the Remarketing Agent or the Corporation, as the case may be, by telecopy or other similar electronic means of communication, or by telephone promptly followed by written notice mailed by electronic mail or first-class mail, postage prepaid, to the Trustee, the Liquidity Provider, the Tender Agent, and the Corporation, such communication to be received not later than 4:00 p.m., New York City time, on the day such Term Rate is determined.

(C) Notice of each Term Rate, other than the initial Term Rate in effect for the initial Term Rate Term, shall be prepared by the Trustee for mailing by the Tender Agent, and shall be sent by the Tender Agent by first-class mail, postage prepaid, to each owner of 2012 Series E Bonds and the Liquidity Provider within seven (7) days after such Term Rate is determined pursuant to Section 601(B) above.

(D) The Term Rate Term is the period commencing on the Term Rate Start Date and ending on the day preceding (i) the three-month anniversary thereof or (ii) such later anniversary as corresponds to the integral multiple of three (3) months selected by the Corporation, as the Term Rate Term. Subsequent Term Rate Terms of three (3) months or such integral multiples of three (3) months as may be designated by the Corporation shall commence on such anniversary of the Term Rate Start Date following the end of the preceding Term Rate Term (each such anniversary an “Interest Adjustment Date”), unless the interest rate on the 2012 Series E Bonds shall be converted to a Daily Rate, Weekly Rate or Flexible Rate or to the Fixed Rate pursuant to the provisions of the Supplemental Resolution or the 2012 Series E Bonds mature or are redeemed in whole on such date. Notwithstanding the foregoing, the Corporation
may not select a Term Rate Term longer than the time remaining to the earlier of (i) the remaining term of the Liquidity Facility or (ii) the final maturity of the 2012 Series E Bonds.

(E) If for any reason during any Term Rate Term such Term Rate cannot be established or is held to be invalid or unenforceable by a court of law, the interest rate on the 2012 Series E Bonds shall be converted to the Weekly Rate determined by the Trustee and shall be equal to the Alternate Rate, provided that until the Weekly Rate shall become effective, the 2012 Series E Bonds shall bear interest at the interest rate previously in effect.

(F) Any notice to the Trustee by the Remarketing Agent or the Corporation, as the case may be, of the Term Rate as contemplated by the foregoing subsection (B) of this Section 601 and any determination of any interest rate pursuant to subsection (E) of this Section 601 shall be conclusive and binding upon the Trustee, the Tender Agent, the Remarketing Agent, the Corporation, the Liquidity Provider and the owners of the 2012 Series E Bonds.

Section 602. Purchase Provisions. During a Term Rate Period, the 2012 Series E Bonds shall contain the Mandatory Purchase Provision.
CHAPTER 7

PROVISIONS OF 2012 SERIES E BONDS DURING FIXED RATE PERIOD

Section 701. Interest Rate Provisions. (A) Whenever in this Chapter 7 there is reference to “2012 Series E Bonds” or a “Fixed Rate Period,” such reference shall relate to any Series of 2012 Series E Bonds that bear the Fixed Rate. The 2012 Series E Bonds shall bear interest at the Fixed Rate determined in accordance with this Section 701 at such time as shall be designated by the Corporation (the “Fixed Rate Conversion Date”), in which case the Fixed Rate shall be applicable until the final maturity or redemption in whole of the 2012 Series E Bonds.

(B) During the Fixed Rate Period, the 2012 Series E Bonds will bear interest at the Fixed Rate. The Fixed Rate shall be determined as follows; provided, however, that in the event of a remarketing on a private placement or direct sale basis, the Fixed Rate shall be the rate for the 2012 Series E Bonds determined by an Authorized Officer of the Corporation and set forth in a Certificate delivered to the Trustee on the date of remarketing pursuant to the Private Placement or Direct Sale Bond Purchase Agreement. The Remarketing Agent or the Corporation, as the case may be, shall determine the Fixed Rate not later than 12:00 noon, New York City time, on the Business Day immediately preceding the Fixed Rate Conversion Date and such determination shall be conclusive and binding upon the Trustee, the Tender Agent, the Corporation, the Liquidity Provider, the Remarketing Agent, and the owners of the 2012 Series E Bonds. Such Fixed Rate shall be communicated immediately by the Remarketing Agent or the Corporation, as the case may be, by telecopy or other similar electronic means of communication, or by telephone promptly followed by written notice mailed by electronic mail or first-class mail, postage prepaid, to the Trustee, the Tender Agent, the Corporation, if applicable, and the Liquidity Provider, such communication to be received not later than 4:00 p.m., New York City time, on the date of such determination. The Trustee, within seven (7) days following the Fixed Rate Conversion Date, shall give notice thereof by first-class mail, postage prepaid, to each owner of 2012 Series E Bonds (as of the Fixed Rate Conversion Date) and the Liquidity Provider.

(C) If for any reason such Fixed Rate cannot be established or is held to be invalid or unenforceable by a court of law, or if for any reason the Remarketing Agent or the Corporation, as the case may be, fails to determine the Fixed Rate for the Fixed Rate Period as provided in Section 701(B) hereof, then the rate of interest on the 2012 Series E Bonds shall be converted to the Weekly Rate determined by the Trustee and shall be equal to the Alternate Rate, provided that until the Weekly Rate shall become effective, the 2012 Series E Bonds shall bear interest at the interest rate previously in effect.

(D) Upon the conversion of the rate of interest on the 2012 Series E Bonds to a Fixed Rate, the Corporation, upon receipt by the Corporation and the Trustee of an opinion of Bond Counsel to the Corporation to the effect that establishing or, in the event of an existing Sinking Funds Payment schedule established upon original issuance of the 2012 Series E Bonds, modifying a schedule of principal amounts of the 2012 Series E Bonds to mature or be subject to redemption through the application of Sinking Fund Payments on the dates specified by the Corporation shall not adversely affect the exclusion of interest on the 2012 Series E Bonds from gross income for Federal income tax purposes, may, by notice to the Trustee, establish or modify
such a schedule of principal amounts of the 2012 Series E Bonds to mature or be subject to redemption through the application of Sinking Fund Payments on the dates so specified by the Corporation.
CHAPTER 8

MANDATORY PURCHASE PROVISION
AND DEMAND PURCHASE OPTION

Section 801. Mandatory Purchase Provisions. (A) The provisions of this Chapter 8 apply to any Series of 2012 Series E Bonds for which the Mandatory Purchase Provision and the Demand Purchase Option apply. The 2012 Series E Bonds shall be subject to mandatory tender for purchase by the owners thereof on any Change Date; provided, however, that if such Change Date is an Interest Method Change Date which is an Interest Adjustment Date with respect to 2012 Series E Bonds bearing interest at a Flexible Rate during a particular Flexible Rate Term, only such 2012 Series E Bonds to which such Interest Adjustment Date relates shall be subject to mandatory tender for purchase by the owners thereof on such Change Date. The Trustee shall deliver or mail by first class mail a notice not later than fifteen (15) days prior to the Change Date to the Remarketing Agent, the Liquidity Provider, if any, and to the owner of each 2012 Series E Bond to which such notice relates at the address shown on the registration books of the Corporation. Any notice given as provided in this subsection (A) shall be conclusively presumed to have been duly given, whether or not the owner receives the notice. Said notice shall set forth, in substance, the following:

(i) the Change Date and the reason therefor; and

(ii) the Purchase Price for the affected 2012 Series E Bonds and that all owners of affected 2012 Series E Bonds shall be deemed to have tendered their affected 2012 Series E Bonds for purchase on the Change Date.

Notwithstanding the foregoing, with respect to an Interest Method Change Date that is an Interest Adjustment Date relating to 2012 Series E Bonds bearing interest at a Flexible Rate during a particular Flexible Rate Term, no such notice shall be given. Owners of 2012 Series E Bonds to which a mandatory tender for purchase relates shall be required to tender their affected 2012 Series E Bonds to the Tender Agent, for purchase at the Purchase Price, with an appropriate endorsement for transfer to the Tender Agent, or accompanied by a bond power endorsed in blank, and any Undelivered Bonds for which there has been irrevocably deposited in trust with the Trustee or the Tender Agent an amount of moneys sufficient to pay the Purchase Price of the Undelivered Bonds, shall be deemed to have been purchased at the Purchase Price pursuant to this Section 801(A). IN THE EVENT OF A FAILURE BY AN OWNER OF AFFECTED 2012 SERIES E BONDS TO DELIVER ITS AFFECTED 2012 SERIES E BONDS ON OR PRIOR TO THE CHANGE DATE, SAID OWNER SHALL NOT BE ENTITLED TO ANY PAYMENT (INCLUDING ANY INTEREST TO ACCRUE SUBSEQUENT TO THE CHANGE DATE) OTHER THAN THE PURCHASE PRICE FOR SUCH UNDELIVERED BONDS, AND ANY UNDELIVERED BONDS SHALL NO LONGER BE ENTITLED TO THE BENEFITS OF THE RESOLUTION, EXCEPT FOR THE PURPOSE OF PAYMENT OF THE PURCHASE PRICE THEREFOR.

(B) The Trustee shall provide the Tender Agent with a copy of any notice delivered to the owners of the 2012 Series E Bonds pursuant to this Section 801.
(C) The foregoing notwithstanding, failure by the Trustee to provide any notice required by this Section 801 shall not, of itself, prevent the occurrence of a Change Date.

Section 802. Demand Purchase Option. (A) During any Daily Rate Period or Weekly Rate Period, or during any Index Rate Period commencing [ ], with respect to the 2012 Series E Bonds upon the initial issuance thereof, and commencing as determined by an Authorized Officer of the Corporation and set forth in a Certificate delivered to the Trustee on the date of remarketing of the 2012 Series E Bonds, with respect to the 2012 Series E Bonds upon a remarketing thereof, any 2012 Series E Bond, in an authorized denomination, shall be purchased at the Purchase Price from the owner thereof upon:

(1) delivery to the Tender Agent at its Principal Office and the Remarketing Agent at its Principal Office, or to the Corporation if such 2012 Series E Bond is being purchased by the Corporation, of a written, personal, electronic or telephonic notice delivered prior to 10:00 a.m., New York City time, on any Business Day during a Daily Rate Period, or a written, personal, electronic or telephonic notice delivered prior to 5:00 p.m., New York City time, on any Business Day during a Weekly Rate Period, or a written, personal, electronic or telephonic notice delivered prior to 5:00 p.m., New York City time, on any Reset Date during an Index Rate Period, in a form satisfactory to the Tender Agent or the Corporation, as applicable (said notice to be irrevocable and effective upon receipt) which (a) states the aggregate principal amount of the 2012 Series E Bonds to be purchased and the numbers of such 2012 Series E Bonds to be purchased and (b) states the date on which such 2012 Series E Bonds are to be purchased, which date shall be (i) the date of delivery of such notice during a Daily Rate Period or (ii) a Business Day not prior to the seventh (7th) day next succeeding the date of delivery of such notice and which date shall be prior to any Change Date during a Weekly Rate Period or (iii) the second Reset Date next succeeding the date of delivery of such notice during an Index Rate Period; provided, however, the first date on which such notice may be delivered during the Index Rate Period following the initial issuance and delivery of the 2012 Series E Bonds is [ ];

(2) if such Bonds are to be purchased prior to an Interest Payment Date and after the Record Date in respect thereof, delivery to the Tender Agent, together with the written notice described in (1) above, of a due-bill check, payable to bearer, for interest due on such Interest Payment Date; and

(3) delivery to the Tender Agent, at or prior to 11:00 a.m., New York City time, during a Daily Rate Period, or at or prior to 11:00 a.m., New York City time, during a Weekly Rate Period, or to the Corporation at or prior to 12:00 noon, New York City time, during an Index Rate Period, on the date designated for purchase in the notice described in (1) above of such 2012 Series E Bonds in a principal amount equal to any authorized denomination as provided in Section 101(B) hereto to be purchased with an appropriate endorsement for transfer to the Tender Agent or the Corporation, as applicable, or accompanied by a bond power endorsed in blank;
provided, however, that no 2012 Series E Bonds of any owner shall be purchased unless any remaining 2012 Series E Bonds of such owner shall be in an authorized denomination as provided in Section 101(B) hereto.

(B) Any Undelivered Bonds or, during a Daily Rate Period or a Weekly Rate Period, any Undelivered Bonds for which there has been irrevocably deposited in trust with the Trustee or the Tender Agent an amount of moneys sufficient to pay the Purchase Price of the Undelivered Bonds, shall be deemed to have been purchased at the Purchase Price pursuant to this Section 802(B). IN THE EVENT OF A FAILURE BY AN OWNER OF AFFECTED 2012 SERIES E BONDS TO DELIVER ITS AFFECTED 2012 SERIES E BONDS ON OR PRIOR TO THE PURCHASE DATE, SAID OWNER SHALL NOT BE ENTITLED TO ANY PAYMENT (INCLUDING ANY INTEREST TO ACCRUE SUBSEQUENT TO THE PURCHASE DATE) OTHER THAN THE PURCHASE PRICE FOR SUCH UNDELIVERED BONDS, AND ANY UNDELIVERED BONDS SHALL NO LONGER BE ENTITLED TO THE BENEFITS OF THE RESOLUTION, EXCEPT FOR THE PURPOSE OF PAYMENT OF THE PURCHASE PRICE THEREFOR.

(C) Notwithstanding the foregoing provisions, in the event any 2012 Series E Bond as to which the owner thereof has exercised its option pursuant to subsection (A) above is remarkeed to such owner pursuant to the Remarketing Agreement, such owner need not deliver such 2012 Series E Bond to the Tender Agent as provided in subsection (A)(3) above, although such 2012 Series E Bond shall be deemed to have been delivered to the Tender Agent, redelivered to such owner, and remarkeed for purposes hereof.

Section 803. Funds for Purchase; Delivery of Funds and Bonds. (A)(x) Except as provided in Section 803(G) below, on the date 2012 Series E Bonds are to be purchased pursuant to Section 801 or 802 hereof, such Bonds shall be purchased at the Purchase Price only from the funds listed below and, (i) in the case of funds described in clause (1) below, deposited in the Remarketing Proceeds Purchase Account, as established by the Tender Agent pursuant to the Tender Agent Agreement, or (ii) in the case of funds described in clause (2) below, held by the Trustee in trust for the tendering owners or the Liquidity Provider, as described more fully in Section 803(A)(y) below. Funds for the payment of the Purchase Price shall be derived from the following sources in the order of priority indicated, except in the case of a purchase as a result of a Change Date described in clause (iii) of the definition thereof and a purchase as a result of a Facility Change Date described in clause (ii) of the definition thereof.

(1) (a) the proceeds of the sale of the 2012 Series E Bonds which have been remarkeed by the Remarketing Agent (i) during a Weekly Rate Period, prior to 11:15 a.m., New York City time, on the date the 2012 Series E Bonds are to be purchased, to any entity other than the Corporation, or (ii) during a Daily Rate Period, prior to 11:15 a.m., New York City time, on the date the 2012 Series E Bonds are to be purchased to any entity other than the Corporation, or (b) the proceeds of the sale of such 2012 Series E Bonds which have been remarkeed pursuant to a Private Placement or Direct Sale Bond Purchase Agreement;

(2) any moneys obtained by the Trustee under the Liquidity Facility, if any; and
any moneys held by the Trustee under the Resolution and available for such purpose.

Funds for the payment of the Purchase Price in the case of a mandatory tender for purchase as a result of a Change Date described in clause (iii) of the definition thereof and as a result of a Facility Change Date described in clause (ii) of the definition thereof shall be derived only from moneys obtained by the Trustee under the Liquidity Facility.

(y) In the event the Trustee obtains moneys under the Liquidity Facility, the Trustee shall hold such moneys in trust for the owners of the 2012 Series E Bonds that have tendered 2012 Series E Bonds and transfer said moneys to the Tender Agent for payment to said owners to the extent moneys are insufficient to pay the Purchase Price thereto pursuant to Section 803(A)(x)(1) above; provided, that as and to the extent such moneys are not needed to pay the owners of tendered 2012 Series E Bonds, said moneys will be returned promptly to the Liquidity Provider. The moneys drawn under the Liquidity Facility as described in the immediately preceding sentence shall not be co-mingled with any other funds or accounts of the Trustee or the Tender Agent, shall not be invested by the Trustee and, in the event that any or all of such funds are not used to purchase 2012 Series E Bonds, shall be immediately returned by the Trustee to the Liquidity Provider except to the extent such funds are to be held as payment of the Purchase Price of Undelivered Bonds.

(B) 2012 Series E Bonds purchased in accordance with the provisions of Section 803(A) above shall be delivered as follows:

(1) 2012 Series E Bonds purchased with moneys described in Section 803(A)(x)(1) above shall be made available to or upon the order of the purchasers thereof; and

(2) 2012 Series E Bonds purchased with moneys described in Section 803(A)(x)(2) above shall be made available by the Tender Agent to or upon the order of the Liquidity Provider.

(C) The Tender Agent shall make available to the person to whom the Tender Agent is to deliver any 2012 Series E Bonds pursuant to Section 803(A) above the due-bill, if any, delivered to the Tender Agent.

(D) Bonds delivered as provided in Section 803(A) above shall be registered in the manner directed by the recipient thereof.

(E) The Trustee and Tender Agent shall have the following duties with respect to the purchase of 2012 Series E Bonds pursuant to Section 803(A) above, in addition to the duties described elsewhere in the Supplemental Resolution:

(1) The Tender Agent shall hold all 2012 Series E Bonds delivered to it pursuant to Section 801 or 802 hereof in trust for the benefit of the respective owners of such 2012 Series E Bonds which shall have so delivered such 2012 Series E Bonds until moneys representing the Purchase Price of such 2012 Series E Bonds shall have been delivered to or for the account of or to the order of such owners of 2012 Series E Bonds;
(2) The Trustee and the Tender Agent shall hold all moneys delivered to them pursuant to the Supplemental Resolution for the purchase of such 2012 Series E Bonds in a separate account, in trust for the benefit of the person or entity which shall have so delivered such moneys, which moneys shall remain uninvested or, except for moneys provided under the Liquidity Facility, invested in Governmental Obligations maturing or being redeemable at the option of the holder thereof in not more than thirty (30) days or when needed;

(3) The Tender Agent shall establish the Remarketing Proceeds Purchase Account pursuant to the Tender Agent Agreement and shall comply with the obligations of the Tender Agent set forth in the Tender Agent Agreement;

(4) The Trustee shall deliver all moneys delivered to it pursuant to the Supplemental Resolution for the purchase of such 2012 Series E Bonds to the Tender Agent to be deposited in the Remarketing Proceeds Purchase Account established pursuant to the Tender Agent Agreement; provided, however, that until delivery of such moneys to the Tender Agent, the Trustee shall hold all such moneys in trust for the benefit of the person or entity which shall have so delivered such moneys and, provided further, however, that all moneys derived from the Liquidity Facility shall be handled as provided in Section 803(A)(y) above;

(5) The Tender Agent shall deliver to the Trustee, the Corporation and the Liquidity Provider, if any, a copy of each notice delivered to it in accordance with Section 801 or 802 hereof and, not later than (i) during a Weekly Rate Period, 11:15 a.m., New York City time, on the date such 2012 Series E Bonds are to be purchased, or (ii) during a Daily Rate Period, 11:15 a.m., New York City time, on the date such 2012 Series E Bonds are to be purchased, shall give notice by telecopy or other similar electronic means of communication, or by telephone promptly followed by written notice mailed by first-class mail, postage prepaid, to the Corporation, the Trustee and the Liquidity Provider, if any, specifying the principal amount of the 2012 Series E Bonds to be purchased, and the amount of the proceeds of the sale of such 2012 Series E Bonds as described in Section 803(A)(x)(1) hereof and held by the Tender Agent; and

(6) The Trustee shall obtain moneys under the Liquidity Facility in accordance with the terms thereof in an amount equal to the difference between the Purchase Price of such 2012 Series E Bonds to be purchased and the amount of the proceeds of the sale of the 2012 Series E Bonds as described in Section 803(A)(x)(1) above and as specified by the Tender Agent pursuant to the immediately preceding paragraph, and shall promptly transmit said moneys to the Tender Agent to provide for timely payment of the Purchase Price of such 2012 Series E Bonds.

(F) Neither the Corporation nor the owner of any Bond then Outstanding under the General Resolution other than the owner tendering its 2012 Series E Bonds shall have any right, title or interest in any moneys to be held by the Trustee or the Tender Agent for the purchase of such 2012 Series E Bonds.
(G)(i) On the date 2012 Series E Bonds are to be purchased by the Corporation pursuant to Section 802 hereof, such 2012 Series E Bonds shall be purchased, at the Purchase Price, at the option of the Corporation:

(1) in full on such date from moneys held by the Corporation and available for such purpose; or

(2) in twenty (20) quarterly installments, payable on each Reset Date and commencing on such date, from moneys held by the Corporation available for such purpose.

(ii) If the Corporation purchases 2012 Series E Bonds as described in clause (2) of Section 803(G)(i) above, from and after the date such 2012 Series E Bonds are to be purchased pursuant to Section 802 hereof, such 2012 Series E Bonds will bear interest at a rate equal to the greater of, subject to the Maximum Rate: (i) five percent (5%), (ii) the Federal Funds Rate plus two percent (2%) and (iii) Prime Rate plus one percent (1%), and shall be computed on the basis of a 360-day year for the actual number of days elapsed; provided, however, that, so long as an owner of the 2012 Series E Bonds is the sole owner of one hundred percent (100%) of the 2012 Series E Bonds Outstanding, the Corporation may increase or decrease each of the foregoing percentages by furnishing to the Trustee (i) a Certificate of an Authorized Officer specifying each such higher or lower percentage and (ii) evidence satisfactory to the Trustee that such owner of the 2012 Series E Bonds shall have approved each such higher or lower percentage.

(iii) Notwithstanding anything to the contrary contained in the General Resolution or the Supplemental Resolution, if any 2012 Series E Bonds are purchased at the Purchase Price in the manner set forth in clause (2) of Section 803(G)(i) above, (I) the payment of interest on such 2012 Series E Bonds shall be treated for all purposes in the same manner (and with the same priority of payment) as interest on any other Bond (other than Subordinate Bonds) under the General Resolution, (II) the payment of principal equal to the amount of the scheduled Sinking Fund Payments payable on such date shall be treated for all purposes in the same manner (and with the same priority of payment) as principal on any other Bond (other than Subordinate Bonds) under the General Resolution, and (III) all regularly scheduled payments of principal of such 2012 Series E Bonds in excess of the amount described in clause (II) above shall be subject and subordinate to payment of principal of all other Bonds (other than Bank Bonds) under the General Resolution (but prior to any payments pursuant to Section 5.4(F)(iii) through Section 5.4(F)(vi) of the General Resolution and prior to any withdrawal of amounts free and clear of the lien of the General Resolution pursuant to said Section 5.4(F)), provided that payments of principal of such 2012 Series E Bonds shall only be made if such payment is consistent with the most recent Cash Flow Statement on file with the Trustee (or a new or amended Cash Flow Statement that shall have been filed with the Trustee in connection with such payment). Failure to make the payments of principal of such 2012 Series E Bonds described in clause (III) above shall not constitute an Event of Default under the General Resolution. Except as otherwise provided in this Section 803(G)(iii), such 2012 Series E Bonds shall be entitled to the same benefits and protections of the
General Resolution as other Bonds issued thereunder and the Trustee shall be obligated to pay principal on such 2012 Series E Bonds when due.

(iv) There is hereby created and established with the Trustee a trust fund designated the “New York City Housing Development Corporation Multi-Family Housing Revenue Bonds, 2012 Series E Tendered Bonds Account” (the “2012 Series E Tendered Bonds Account”). The Trustee shall, upon written direction set forth in a Certificate of an Authorized Officer of the Corporation, transfer to the 2012 Series E Tendered Bonds Account (I) amounts set forth in such Certificate and held in the Revenue Account after payment of principal and interest on any other Bond (other than Subordinate Bonds) under the General Resolution (but prior to any payments pursuant to Section 5.4(F)(iii) through Section 5.4(F)(vi) of the General Resolution and prior to any withdrawal of amounts free and clear of the lien of the General Resolution pursuant to said Section 5.4(F)) or (II) if the amounts obtained in clause (I) above are insufficient for the purposes set forth in Section 803(G)(iii) above, any other amounts available for such purpose under the Supplemental Resolutions.

(v) Any 2012 Series E Bonds tendered pursuant to Section 802 hereof and purchased by the Corporation shall be forthwith cancelled by the Trustee and evidence of such cancellation shall be given to the Corporation.

(H) Notwithstanding anything to the contrary contained in the Supplemental Resolution, the provisions of Sections 801, 802 and 803 hereof shall be subject to the provisions of Section 2.6(F) hereof.

Section 804. Additional Provisions Regarding Liquidity Provider and Bank Bonds. (A) 2012 Series E Bonds for which the Purchase Price is funded with moneys provided under the Liquidity Facility and which are not remarketed shall become Bank Bonds. The Liquidity Facility shall not provide liquidity support for Bank Bonds or 2012 Series E Bonds held by, or on behalf of, the Corporation.

(B) Bank Bonds may be cancelled at the direction of the Liquidity Provider. At such time as a Bank Bond is remarketed, the Trustee or the Tender Agent, as appropriate, shall (a) remit the proceeds from the remarketing to the Liquidity Provider, and (b) to the extent that the Liquidity Facility has been reinstated in accordance with its terms, give written notice to the Remarketing Agent and the Liquidity Provider that such Bond is no longer a Bank Bond.

(C) Notwithstanding anything to the contrary contained in the General Resolution or the Supplemental Resolution, in the event all 2012 Series E Bonds become Bank Bonds, the interest rate on the 2012 Series E Bonds shall be the Alternate Rate.

(D) Notwithstanding anything to the contrary contained in the General Resolution or the Supplemental Resolution, (i) for so long as the Liquidity Facility shall be in effect, the first 2012 Series E Bonds to be redeemed shall be Bank Bonds and (ii) no 2012 Series E Bond shall be selected for redemption if the portion of such 2012 Series E Bond remaining after such redemption would not be in a denomination authorized by the Supplemental Resolution.
(E) No amendment or supplement to the General Resolution, the Supplemental Resolution or the related Bond Series Certificate shall change or modify any of the rights or obligations of any Liquidity Provider without its prior written consent thereto.

(F) The Liquidity Provider shall be a third party beneficiary of the provisions of the Supplemental Resolution and any related Bond Series Certificate; provided, however, that notwithstanding anything contained in the Supplemental Resolution to the contrary, all rights of the Liquidity Provider under the Supplemental Resolution and any related Bond Series Certificate, including, but not limited to, all consent and approval rights hereunder and thereunder, shall cease, terminate and become null and void (a) if, and for so long as, there is a Wrongful Dishonor of the Liquidity Facility by the Liquidity Provider, or (b) if the Liquidity Facility is no longer in effect; provided, however, that notwithstanding any such Wrongful Dishonor, the Liquidity Provider shall be entitled to receive notices pursuant to the General Resolution, the Supplemental Resolution and any related Bond Series Certificate in accordance with the terms of the General Resolution, the Supplemental Resolution and any related Bond Series Certificate.

(G) Notwithstanding anything to the contrary contained in the General Resolution or the Supplemental Resolution, funds drawn under a Liquidity Facility shall not be invested by the Trustee and, in the event that any or all of such funds are not used to purchase 2012 Series E Bonds, shall be immediately returned by the Trustee to the Liquidity Provider except to the extent such funds are to be held as payment of the Purchase Price of Undelivered Bonds.

(H) If the Liquidity Provider fails to purchase any 2012 Series E Bonds tendered or deemed tendered for purchase by the owners thereof and not remarshaled or if the Initial Liquidity Facility is terminated without Alternate Liquidity in place, the 2012 Series E Bonds will continue to bear interest at the Weekly Rate. Owners will continue to have the right to tender their 2012 Series E Bonds during such period, but the Purchase Price of such 2012 Series E Bonds will be payable solely from remarthing proceeds. If remarketing proceeds are not available, then owners may be required to hold such 2012 Series E Bonds to their maturity or prior redemption.

(I) Notwithstanding anything to the contrary contained in the General Resolution or the Supplemental Resolution, the Corporation shall not be responsible for any failure by the Liquidity Provider to purchase 2012 Series E Bonds tendered pursuant to Section 801 or 802 hereof or for the Remarketing Agent’s failure to remarket the 2012 Series E Bonds. Failure to purchase a 2012 Series E Bond tendered pursuant to Section 801 or 802 hereof does not constitute an Event of Default hereunder or under the General Resolution.
CHAPTER 9

REMARKETING AGENT, TENDER AGENT AND TRUSTEE

Section 901. Appointment and Acceptance of Duties of Remarketing Agent. (A) An Authorized Officer of the Corporation shall appoint the Remarketing Agent or Agents for each Series of 2012 Series E Bonds, and each such Remarketing Agent shall signify its acceptance of such appointment and the duties and obligations of Remarketing Agent hereunder and under the applicable Remarketing Agreement by executing and delivering such Remarketing Agreement.

(B) A Remarketing Agent may be removed or may resign pursuant to the terms of the applicable Remarketing Agreement.

(C) In case at any time a Remarketing Agent shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of such Remarketing Agent, or of its property, shall be appointed, or if any public officer shall take charge or control of such Remarketing Agent, or of its property or affairs, a successor Remarketing Agent shall be appointed in accordance with the terms of the applicable Remarketing Agreement. Any successor Remarketing Agent appointed in accordance with the provisions of this Section 11.6 in succession to such Remarketing Agent shall be either a member of the National Association of Securities Dealers, Inc. or a bank incorporated under the laws of the United States of America or any state of the United States of America, having a capitalization of at least $15,000,000, whose unsecured debt, if any, has a rating equivalent to or higher than a “Baa-3” long term rating or a “P-3” short term rating issued by the rating agency then rating the applicable Series of 2012 Series E Bonds, and authorized by law to perform all the duties imposed upon it by the applicable Remarketing Agreement and this Supplemental Resolution; provided, however, that no resignation or removal of such Remarketing Agent shall take effect until a successor Remarketing Agent has been appointed and such successor has assumed the duties and obligations of Remarketing Agent.

(D) In the event of the resignation or removal of a Remarketing Agent, such Remarketing Agent shall pay over, assign and deliver any moneys and 2012 Series E Bonds of the applicable Series held by it in such capacity to its successor or, if there be no successor, to the Trustee.

Section 902. Appointment and Acceptance of Duties of Tender Agent. (A) Each Tender Agent shall signify its acceptance of the duties and obligations of Tender Agent hereunder and under the applicable Tender Agent Agreement by executing and delivering the applicable Tender Agent Agreement.

(B) A Tender Agent may be removed or may resign pursuant to the terms of the applicable Tender Agent Agreement.

(C) In case at any time a Tender Agent shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of such Tender Agent, or of its property, shall be appointed, or if any
public officer shall take charge or control of such Tender Agent, or of its property or affairs, the Corporation covenants and agrees that it will thereupon appoint a successor Tender Agent with the approval of the applicable 2012 Series E Mortgagor and the applicable 2012 Series E Credit Facility Provider which approvals shall not be unreasonably withheld. Each Tender Agent and any successor Tender Agent appointed under the provisions of this Section 11.7 in succession to a Tender Agent shall be a commercial bank, which shall be a Federal depository institution or a state chartered depository institution, with trust powers and authorized by law to perform all the duties imposed upon it by this Supplemental Resolution; provided, however, that no resignation or removal of a Tender Agent shall take effect until a successor Tender Agent has been appointed.

(D) In the event of the resignation or removal of a Tender Agent, such Tender Agent shall pay over, assign and deliver any moneys and 2012 Series E Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee.

(E) In the event that the Corporation shall fail to appoint a successor Tender Agent hereunder, or in the event that a Tender Agent shall resign or be removed, or be dissolved, or if the property or affairs of such Tender Agent shall be taken under the control of any state or Federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Corporation shall not have appointed its successor as Tender Agent, the Trustee, upon receipt of written notice from the Corporation shall ipso facto be deemed to be the Tender Agent for all purposes of this Supplemental Resolution until the appointment by the Corporation of a successor Tender Agent.

Section 903. Appointment and Acceptance of Duties of Trustee and Tender Agent with respect to the Initial Liquidity Facility.

(A) Each Trustee shall signify its acceptance of the duties and obligations of the Trustee under the applicable Credit Facility by executing and delivering to the Corporation a written instrument of acceptance.

(B) Each Tender Agent for the 2012 Series E Bonds shall signify its acceptance of the duties and obligations of the Tender Agent under the applicable Credit Facility by executing and delivering the applicable Tender Agent Agreement.
APPENDIX B

FORM OF THE 2012 SERIES E BONDS

Subject to the provisions of the General Resolution, the 2012 Series E Bonds shall be in substantially the following form, with necessary and appropriate variations, omissions and insertions as permitted by the General Resolution and this Supplemental Resolution:

(FORM OF REGISTERED BOND)

No. E-R- CUSIP:

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION
MULTI-FAMILY HOUSING REVENUE BOND, 2012 SERIES E

REGISTERED OWNER: Cede & Co. MATURITY DATE:

PRINCIPAL AMOUNT: INITIAL DATE:

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION (herein sometimes called the “Corporation”), a corporate governmental agency, constituting a public benefit corporation, created and existing under and pursuant to the laws of the State of New York (herin sometimes called the “State”), acknowledges itself indebted to, and for value received, hereby promises to pay, solely from the sources hereinafter provided, to the REGISTERED OWNER (as set forth above), upon presentation and surrender of this bond at the corporate trust office in the City of New York, New York of the Trustee hereinafter mentioned on the MATURITY DATE (unless redeemed prior thereto as hereinafter provided), the PRINCIPAL AMOUNT specified above, and to pay, solely from said sources, interest thereon from the most recent interest payment date to which interest has been paid, or, if no interest has been paid, from the INITIAL DATE specified above, until the earlier of the maturity or redemption of this bond, at the INTEREST RATE determined as provided in the hereinafter defined Resolutions, payable on February 1, May 1, August 1 and November 1 in each year, commencing [__________]. Both the principal of and the interest on this bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Payment of the interest on this bond on any interest payment date will be made to the person appearing on the bond registration books of the Corporation as the registered owner hereof as of the fifteenth (15th) day next preceding such interest payment date, such interest to be paid by check or draft mailed to the registered owner at such registered owner’s address.

This bond is one of the bonds of a duly authorized issue of bonds in the aggregate principal amount of $[__________], designated “Multi-Family Housing Revenue Bonds, 2012 Series E” (herein called the “2012 Series E Bonds”), authorized to be issued under and pursuant to the “New York City Housing Development Corporation Act”, Article XII of the Private Housing Finance Law (Chapter 44-b of the Consolidated Laws of the State of New York, as
amended) (the "Act") and a resolution of the Corporation adopted on July 27, 1993, as amended, and entitled: "Multi-Family Housing Revenue Bonds Bond Resolution" (herein called the "General Resolution") and a supplemental resolution of the Corporation adopted on [blank] and entitled "One Hundred Forty-Eighth Supplemental Resolution Authorizing the Issuance of Multi-Family Housing Revenue Bonds, 2012 Series E" (herein called the "One Hundred Forty-Eighth Supplemental Resolution"; the One Hundred Forty-Eighth Supplemental Resolution and the General Resolution being collectively herein called the "Resolutions"), for the purposes of providing the Corporation with moneys to finance a portion of the 2012 Series E Mortgage Loans (as defined in the Resolutions). Upon the terms and conditions prescribed by the General Resolution, bonds in addition to the 2012 Series E Bonds may be issued by the Corporation on a parity with or subordinate to the 2012 Series E Bonds for the purposes described in the General Resolution. Any capitalized term used herein and not otherwise defined shall have the same meaning as set forth in the Resolutions, unless the context otherwise requires.

As provided in the Resolutions, the 2012 Series E Bonds issued pursuant to the Resolutions may bear interest at different rates, mature at different times and, subject to the provisions thereof, may otherwise vary. All Bonds issued and to be issued under the General Resolution are and will be equally secured by the pledges and covenants made therein except as otherwise expressly provided or permitted in the General Resolution. Copies of the Resolutions are on file at the office of the Corporation, and at the principal corporate trust office of The Bank of New York Mellon, as trustee under the Resolutions (herein called the "Trustee"), each in the Borough of Manhattan, City and State of New York, and reference to the Resolutions and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledges and covenants securing the 2012 Series E Bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the 2012 Series E Bonds with respect thereto and the terms and conditions upon which the Bonds have been issued and may be issued thereunder. Upon certain conditions contained in the Resolutions, the provisions thereof may be discharged and satisfied prior to the maturity of the 2012 Series E Bonds. To the extent and in the manner permitted by the terms of the General Resolution, the provisions of the General Resolution or any resolution amendatory thereof or supplemental thereto may be modified or amended by the Corporation, with the written consent of the owners of at least two-thirds in principal amount of the Bonds then Outstanding, and in case less than all of the Bonds would be affected thereby, with such consent of the owners of at least two-thirds in principal amount of the Bonds so affected then Outstanding. If such modification or amendment will by its terms not take effect so long as any 2012 Series E Bonds of any maturity remain Outstanding, however, the consent of the owners of such Bonds shall not be required. In addition, to the extent and in the manner permitted by the terms of the General Resolution, the supplemental resolution authorizing the issuance of the 2012 Series E Bonds may, if no Bonds other than the 2012 Series E Bonds are thereby affected, be modified or amended by the Corporation, with the written consent of the owners of at least two-thirds in principal amount of the 2012 Series E Bonds then Outstanding. The owner of this 2012 Series E Bond shall have no right to enforce the provisions of the Resolutions, to institute action to enforce the provisions of the Resolutions or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Resolutions. Upon the occurrence of certain events, on the conditions, in the manner and with the effect set forth in the General Resolution, the principal of all the Bonds issued thereunder and then Outstanding, together with
interest accrued thereon, may become or may be declared due and payable before the maturity thereof.

This bond is transferable, as provided in the Resolutions, only upon the books of the Corporation kept for that purpose at the office of the Trustee by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new fully registered 2012 Series E Bond or Bonds in the same aggregate principal amount and of the same maturity and interest rate, shall be issued to the transferee in exchange therefor as provided in the General Resolution and upon the payment of the charges, if any, therein prescribed. The Corporation and the Trustee for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if any, hereof and interest due hereon and for all other purposes whatsoever.

The 2012 Series E Bonds maturing in any one year are issuable solely in fully registered form in the denomination of $100,000 or any $5,000 increment in excess of $100,000. Subject to the conditions and upon the payment of the charges, if any, contained in the Resolutions, 2012 Series E Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or such owner’s attorney duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of 2012 Series E Bonds, of any other authorized denominations, of the same maturity and interest rate.

This bond and the issue of which it forms a part are special revenue obligations of the Corporation payable solely out of the revenues and assets pledged therefor pursuant to the General Resolution. There are pledged to the payment of the principal or Redemption Price, if any, hereof and interest hereon in accordance with the provisions of the General Resolution, (i) the Revenues and (ii) all moneys and securities held in any Account established by the General Resolution, subject only to the provisions of the General Resolution permitting the use and application thereof for the purposes and on the conditions set forth in the General Resolution. Such pledge and other obligations of the Corporation may be discharged, wholly or in part, at or prior to the maturity of the Bonds upon the making of provision for the payment of the principal thereof and the interest thereon on the terms and conditions set forth in the General Resolution.

The 2012 Series E Bonds shall be subject to redemption, including redemption at par, on the terms and conditions set forth in the Resolutions.

Neither the members of the Corporation nor any other person executing the 2012 Series E Bonds shall be subject to any personal liability or accountability by reason of the issuance thereof.

The 2012 Series E Bonds shall not be a debt of either the State of New York or The City of New York and neither the State nor the City shall be liable thereon, nor shall the
2012 Series E Bonds be payable out of any funds other than those of the Corporation pledged therefor.

This bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been signed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State of New York and the Resolutions to exist, to have happened and to have been performed precedent to and in the issuance of this bond, exist, have happened and have been performed in due time, form and manner as required by law and that the issue of the 2012 Series E Bonds, together with all other indebtedness of the Corporation, is within every debt and other limit prescribed by law.
IN WITNESS WHEREOF, the NEW YORK CITY HOUSING DEVELOPMENT CORPORATION has caused this bond to be executed in its name by the manual or facsimile signature of an Authorized Officer and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of its Secretary or Assistant Secretary, all as of this ___ day of _________.

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION

By__________________________
Authorized Officer

(SEAL)
Attest:

__________________________
Secretary

CERTIFICATE OF AUTHENTICATION

This bond is one of the 2012 Series E Bonds described in the within-mentioned Resolutions.

THE BANK OF NEW YORK MELLON, as Trustee

By__________________________
Authorized Signature

Date of Authentication:
ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

Please Insert Social Security or other Identifying Number of Assignee
(For computer record only)

Please Print or Type write Name and Address of Transferee

the within Bond, and all rights thereunder, and hereby irrevocably constitutes and appoints Attorney to transfer the within Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a registered broker-dealer or a commercial bank or trust company.
**EXHIBIT A**

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