

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION

Two Hundred Thirty-Second
Supplemental Resolution
Authorizing the Issuance of
Multi-Family Housing Revenue Bonds,
2016 Series F

Adopted _____, 2016

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND AUTHORITY

Section 1.1. Short Title1
Section 1.2. Definitions.....1
Section 1.3. Authority4

ARTICLE II

TERMS, ISSUANCE AND SALE

Section 2.1. Authorization, Principal Amount, Designation and Series.....5
Section 2.2. Purpose.....5
Section 2.3. Delegation of Authority; Method of Payment5
Section 2.4. Sale of 2016 Series F Bonds6
Section 2.5. Redemption Provisions6
Section 2.6. Book-Entry Provisions.....6
Section 2.7. Mortgage Loans Made Subject to Lien of General Resolution8

ARTICLE III

DISPOSITION OF PROCEEDS

Section 3.1. Disposition of Proceeds9

ARTICLE IV

**ADDITIONAL PROVISIONS REGARDING THE
2016 SERIES F MORTGAGE LOANS AND THE 2016 SERIES F BONDS**

Section 4.1. Tax Covenants to Apply10
Section 4.2. Cash Equivalents.....10
Section 4.3. Valuation of the 2016 Series F Mortgage Loans10
Section 4.4. Certain Amounts Relating to Acquired Projects to Constitute Pledged
Receipts or Recoveries of Principal.....10
Section 4.5. Additional Provisions Regarding Enforcement and Foreclosure of
Mortgages; Alternatives.....10
Section 4.6. Prepayment Premiums or Penalties Not to Constitute Pledged Receipts or
Recoveries of Principal12
Section 4.7. Certain Amounts Relating to Letters of Credit or Other Credit
Enhancements Securing the 2016 Series F Mortgage Loans to Constitute
Pledged Receipts or Recoveries of Principal12

Section 4.8. 2016 Series F Mortgage Loan Mandatory Prepayments to Constitute Pledged Receipts or Recoveries of Principal12

Section 4.9. Certain Amounts Not to Constitute Pledged Receipts or Recoveries of Principal13

Section 4.10. Covenants with Respect to Mortgage Loans Insured by SONYMA Insurance13

Section 4.11. Certain Amounts Relating to SONYMA Insurance to Constitute Pledged Receipts or Recoveries of Principal13

Section 4.12. Interpretation.....13

Section 4.13. Covenants with Respect to Certain 2016 Series F Mortgage Loan14

Section 4.14. Escrow Payments14

Section 4.15. Certain Other Amounts Constituting Recoveries of Principal.....15

Section 4.16. Cash Flow Statements.....15

ARTICLE V

MISCELLANEOUS

Section 5.1. No Recourse Under Supplemental Resolution or on 2016 Series F Bonds16

Section 5.2. Effective Date16

Two Hundred Thirty-Second
Supplemental Resolution
Authorizing the Issuance of
Multi-Family Housing Revenue Bonds,
2016 Series F

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 "Two Hundred Thirty-Second 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 Two Hundred Thirty-Second Supplemental Multi-Family Housing Revenue Bond Resolution as such terms are given in said Section 1.2.

(B) In addition, as used in this Two Hundred Thirty-Second Supplemental Multi-Family Housing Revenue Bond Resolution:

"Acquired Project" shall mean a Project financed by a 2016 Series F Mortgage Loan, Loan, which is not a 2016 Series F 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.

“Beneficial Owner” means, whenever used with respect to a 2016 Series F Bond, the person in whose name such 2016 Series F Bond is recorded as the beneficial owner of such 2016 Series F Bond by a Participant on the records of such Participant or such person’s subrogee.

“Bond Series Certificate” means a Certificate of an Authorized Officer fixing the terms, conditions and other details of a Series of 2016 Series F Bonds in accordance with the delegation of power to do so hereunder.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor of DTC with respect to the 2016 Series F Bonds.

“Debt Service Reserve Account Requirement” shall have the meaning set forth in the Bond Series Certificate with respect to a Series of 2016 Series F Bonds.

“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.

“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.

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

“Letter of Representations” means the Blanket Issuer Letter of Representations, dated April 26, 1996, from the Corporation to DTC, applicable to the 2016 Series F 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.

“Participants” means those broker-dealers, banks and other financial institutions for which DTC holds a Series of the 2016 Series F Bonds as securities depository.

“Prior Bonds” shall have the meaning set forth in the Bond Series Certificate with respect to a Series of 2016 Series F Bonds.

“Record Date” means that day which is the fifteenth (15th) day next preceding an Interest Payment Date.

“Series” means any Series of 2016 Series F 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 Act” means the State of New York Mortgage Agency Act, constituting Chapter 612 of the Laws of New York, 1970, as amended.

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

“Supplemental Resolution” means this Two Hundred Thirty-Second Supplemental Multi-Family Housing Revenue Bond Resolution.

“2016 Series F Fannie Mae Mortgage Loan” means any 2016 Series F Mortgage Loan identified as such in a Bond Series Certificate.

“2016 Series F Mortgage Loan Mandatory Prepayment” means a mandatory prepayment of a 2016 Series F Mortgage Loan, as so referred to in the Mortgage or Mortgage Note relating to such 2016 Series F Mortgage Loan.

“2016 Series F Mortgage Loans” means the Mortgage Loans specified in the Bond Series Certificate with respect to a Series of 2016 Series F Bonds, the proceeds of which financed such Mortgage Loans, and any replacement of any of said Mortgage Loans as provided in Section 4.5 hereof.

“2016 Series F Bonds” means the Multi-Family Housing Revenue Bonds, 2016 Series F of a Series, authorized by this Supplemental Resolution.

“Voluntary Sale Proceeds” means the proceeds of the sale, assignment, endorsement or other disposition of any Mortgage Loan (including any 2016 Series F Mortgage Loan) (except a sale, assignment, endorsement or other disposition required pursuant to the General Resolution in the event of a default under the General Resolution or made when, in the sole judgment of the Corporation, such Mortgage Loan is in default).

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 refund the Prior Bonds in accordance with the terms, conditions and limitations established in the General Resolution and this Supplemental Resolution, the 2016 Series F Bonds are hereby authorized to be issued in one or more Series, from time to time, in the aggregate principal amount of \$ _____. The Corporation is of the opinion and hereby determines that the issuance of the 2016 Series F Bonds in the said amount is necessary to provide sufficient funds to be used and expended for such purpose.

(B) In addition to the title "Multi-Family Housing Revenue Bonds", the Bonds of each Series authorized by this Section 2.1 will bear such additional designation as is set forth in the Bond Series Certificate with respect to such Series.

Section 2.2. Purpose. The purpose for which the 2016 Series F 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 refund the Prior Bonds.

Section 2.3. Delegation of Authority; Method of Payment. (A) There is hereby delegated to any Authorized Officer, subject to the limitations contained in the General Resolution and this Supplemental Resolution, the power with respect to each Series of 2016 Series F Bonds to determine and carry out the following, unless otherwise provided for in this Supplemental Resolution:

- (1) the principal amount of such Series of 2016 Series F Bonds; provided that the aggregate principal amount of all Series of 2016 Series F Bonds shall not exceed \$ _____;
- (2) the dated date or dates of such Series of 2016 Series F Bonds;
- (3) the interest rate or rates with respect to such Series of 2016 Series F Bonds, provided that the true interest cost shall not exceed ten percent (10%) per annum;
- (4) the maturity and redemption date or dates, if any, for such Series of 2016 Series F Bonds;
- (5) the debt service and redemption provisions and schedules for such Series of 2016 Series F Bonds;
- (6) the amounts and due dates of the sinking fund payments, if any, for any 2016 Series F Bonds of such Series of like maturity;
- (7) the amount, if any, to be deposited in the Debt Service Reserve Account established by the General Resolution and whether such amount shall be funded with one or more Cash Equivalents;

(8) the amount, if any, to be established as the Debt Service Reserve Account Requirement with respect to such Series of 2016 Series F Bonds, or the manner of determining same;

(9) the designation to be borne by the 2016 Series F Bonds of such Series and the manner of numbering and lettering the 2016 Series F Bonds of such Series;

(10) the form of the Bonds of such Series of 2016 Series F Bonds;

(11) directions for the application of the proceeds of such Series of 2016 Series F Bonds;

(12) a description of the 2016 Series F Mortgage Loans to be financed with the proceeds of such Series of 2016 Series F Bonds; and

(13) any other provisions deemed advisable by such Authorized Officer not in conflict with the provisions hereof or of the General Resolution.

(B) The determinations set forth in Section 2.3(A) hereof shall be set forth in the Bond Series Certificate with respect to each Series of 2016 Series F Bonds.

(C) Except as otherwise provided in Section 2.6 hereof, the principal or Redemption Price, if any, of the 2016 Series F 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 hereof, interest on the 2016 Series F Bonds shall be paid by check or draft of the Trustee mailed to the registered owners thereof as of the applicable Record Date at their respective addresses as shown on the registration books of the Corporation maintained by the Trustee.

Section 2.4. Sale of 2016 Series F Bonds. The 2016 Series F Bonds shall be sold to such purchaser or purchasers as the Corporation shall determine.

Section 2.5. Redemption Provisions. Each Series of 2016 Series F Bonds shall be subject to redemption as set forth in the related Bond Series Certificate.

Section 2.6. Book-Entry Provisions. (A) Except as provided in subsection (C) of this Section 2.6 and in any Bond Series Certificate authorized pursuant hereto, the registered owner of all of the 2016 Series F Bonds of a Series shall be Cede & Co., as nominee for DTC, and such 2016 Series F Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest for any 2016 Series F 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 such 2016 Series F Bonds at the address indicated for Cede & Co. in the registry books of the Corporation kept by the Trustee.

(B) Each Series of 2016 Series F Bonds shall be initially issued in the form of separate single authenticated fully registered 2016 Series F Bonds in the amount of each separate stated maturity and "CUSIP" number of the 2016 Series F Bonds of each Series. Upon initial issuance, the ownership of each Series of 2016 Series F 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 2016 Series F Bonds of a Series registered in its name for the purposes of payment of the principal or Redemption Price of or interest on such 2016 Series F Bonds, selecting the 2016 Series F Bonds of each Series or portions thereof to be redeemed, giving any notice permitted or required to be given to owners of such 2016 Series F Bonds under the General Resolution or this Supplemental Resolution, registering the transfer of such 2016 Series F Bonds, obtaining any consent or other action to be taken by owners of such 2016 Series F 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 2016 Series F Bonds of a Series 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 such 2016 Series F 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 such 2016 Series F Bonds; any notice which is permitted or required to be given to owners of such 2016 Series F 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 such 2016 Series F Bonds; or any consent given or other action taken by DTC as owner of such 2016 Series F Bonds. The Trustee shall pay all principal of, and premium, if any, and interest on 2016 Series F Bonds of a Series 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 such 2016 Series F Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated 2016 Series F Bond for each separate Series and stated maturity evidencing the obligation of the Corporation to make payments of principal of and premium, if any, and interest on such 2016 Series F 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 herein 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 2016 Series F Bond certificates, the Corporation may notify DTC and the Trustee, whereupon DTC will notify the Participants, of the availability through DTC of such 2016 Series F Bond certificates. In such event, the Corporation shall issue, and the Trustee shall transfer and exchange, 2016 Series F Bond certificates as requested by DTC and any other 2016 Series F Bond owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to 2016 Series F Bonds of a Series 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 2016 Series F Bond certificates as described in the General Resolution. In the event 2016 Series F 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 2016 Series F Bonds of a Series to any DTC Participant having such 2016 Series F Bonds credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing such 2016 Series F Bonds.

(D) Notwithstanding any other provision of the General Resolution or this Supplemental Resolution to the contrary, so long as any 2016 Series F 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 2016 Series F Bond and all notices with respect to and surrender or delivery of such 2016 Series F 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 2016 Series F Bonds of a Series in accordance with existing arrangements with DTC.

(E) In connection with any notice or other communication to be provided to 2016 Series F 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 owners of 2016 Series F Bonds of a Series, 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 owner of a Series of 2016 Series F Bonds.

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 2016 Series F Bonds are the 2016 Series F Mortgage Loans. Notwithstanding anything to the contrary contained in the General Resolution or this Supplemental Resolution, any 2016 Series F Mortgage Loan financed with the proceeds of a Series of 2016 Series F Bonds and the proceeds of any other Series of Bonds, as noted in the related Bond Series Certificate, shall be treated as having been financed from the proceeds of such Series of 2016 Series F Bonds and such other Series of Bonds without regard to Series as if such Series of 2016 Series F Bonds and such other Series of Bonds constituted one Series.

ARTICLE III

DISPOSITION OF PROCEEDS

Section 3.1. Disposition of Proceeds. Upon receipt of the proceeds of the sale of a Series of 2016 Series F Bonds, such proceeds shall be deposited as set forth in the related Bond Series Certificate.

ARTICLE IV

ADDITIONAL PROVISIONS REGARDING THE 2016 SERIES F MORTGAGE LOANS AND THE 2016 SERIES F BONDS

Section 4.1. Tax Covenants to Apply. The Corporation hereby designates the 2016 Series F Bonds as Bonds to which the Corporation intends the provisions of Section 7.9 of the General Resolution to apply.

Section 4.2. 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 the related Bond Series Certificate. 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 4.3. Valuation of the 2016 Series F Mortgage Loans. For purposes of the requirements of subsection (A) of Section 7.16 of the General Resolution, the 2016 Series F Mortgage Loans shall be valued at the percentages of their respective outstanding principal balances set forth in the related Bond Series Certificate; provided, however, that the Corporation may increase or decrease each such 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 4.4. 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 such Acquired Project shall constitute Recoveries of Principal.

Section 4.5. Additional Provisions Regarding Enforcement and Foreclosure of Mortgages; Alternatives. With respect to the 2016 Series F Mortgage Loans (other than any 2016 Series F 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 the 2016 Series F 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 2016 Series F Mortgage Loan and to protect and enforce the rights and interests of Bondholders, the Corporation may, in its discretion, commence foreclosure proceedings against the 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 2016 Series F 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 4.5, upon acquisition by the Corporation of a Project securing a 2016 Series F Mortgage Loan, whether by foreclosure, deed in lieu of foreclosure or otherwise:

(a) 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 2016 Series F 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 2016 Series F Mortgage Loan has been so replaced; or

(b) 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 4.5, following a default under a 2016 Series F Mortgage Loan, the Corporation may, in its discretion, cause or consent to the sale of a Project securing such 2016 Series F Mortgage Loan 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 2016 Series F 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 2016 Series F 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 4.5 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 4.5, from and after the date of issuance of SONYMA Insurance with respect to a 2016 Series F 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 4.5, following a default under a 2016 Series F Mortgage Loan, the Corporation may, in its discretion, obtain amounts under any letter of credit or other credit enhancement securing such 2016 Series F 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 2016 Series F 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 2016 Series F Mortgage Loan to or upon the order of the provider thereof free and clear of the lien of the General Resolution.

Section 4.6. Prepayment Premiums or Penalties Not to Constitute Pledged Receipts or Recoveries of Principal. With respect to the 2016 Series F Mortgage Loans, any prepayment premiums or penalties shall not constitute Pledged Receipts or Recoveries of Principal.

Section 4.7. Certain Amounts Relating to Letters of Credit or Other Credit Enhancements Securing the 2016 Series F Mortgage Loans to Constitute Pledged Receipts or Recoveries of Principal. With respect to the 2016 Series F Mortgage Loans (other than any 2016 Series F Mortgage Loan insured by FHA Insurance), amounts obtained under a letter of credit or other credit enhancement securing a 2016 Series F 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 2016 Series F Mortgage Loan (i) with respect to scheduled principal and/or interest payments required by such 2016 Series F Mortgage Loan, including the applicable 2016 Series F Mortgage Loan Mandatory Prepayment, shall constitute Pledged Receipts, and (ii) other than with respect to scheduled principal and/or interest payments required by such 2016 Series F Mortgage Loan, shall constitute Recoveries of Principal.

Section 4.8. 2016 Series F Mortgage Loan Mandatory Prepayments to Constitute Pledged Receipts or Recoveries of Principal. With respect to the 2016 Series F Mortgage Loans, (i) the payment in whole or in part of a 2016 Series F Mortgage Loan Mandatory Prepayment on or after the day that is sixty (60) days prior to the maturity date of the 2016 Series F Bonds of the applicable Series and maturity shall constitute Pledged Receipts, and (ii) the payment in whole or in part of a 2016 Series F Mortgage Loan Mandatory Prepayment prior to the day that is sixty (60) days prior to the maturity date of the 2016 Series F Bonds of the applicable maturity shall constitute Recoveries of Principal.

Section 4.9. Certain Amounts Not to Constitute Pledged Receipts or Recoveries of Principal. With respect to any 2016 Series F Fannie Mae Mortgage Loan, any Set Rate Interest or Third Party Fees (as such terms are defined in the related Mortgage Note) shall not constitute Pledged Receipts or Recoveries of Principal.

Section 4.10. Covenants with Respect to Mortgage Loans Insured by SONYMA Insurance. (A) With respect to any 2016 Series F Mortgage Loan insured by SONYMA Insurance, for so long as the SONYMA Insurance is in effect with respect to such 2016 Series F Mortgage Loan and SONYMA has not failed to honor a claim thereunder, any assignment or reassignment of such 2016 Series F 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 2016 Series F 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 2016 Series F 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 2016 Series F 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 2016 Series F Mortgage Loan that would cause the loss or diminution of benefits receivable as SONYMA Insurance with respect to such 2016 Series F Mortgage Loan. The Corporation shall assign such 2016 Series F 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 2016 Series F Mortgage Loan.

Section 4.11. Certain Amounts Relating to SONYMA Insurance to Constitute Pledged Receipts or Recoveries of Principal. With respect to any 2016 Series F 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 2016 Series F Mortgage Loan shall constitute Pledged Receipts, and (ii) other than with respect to scheduled principal and/or interest payments required by such 2016 Series F Mortgage Loan, shall constitute Recoveries of Principal.

Section 4.12. Interpretation. With respect to any 2016 Series F Mortgage Loan insured by FHA 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 2016 Series F Mortgage Loan in case any such document is endorsed for FHA Insurance, the provisions of such regulations or documents, as the case may be, shall control.

Section 4.13. Covenants with Respect to Certain 2016 Series F Mortgage Loan.

(A) With respect to any 2016 Series F Mortgage Loan insured by FHA Insurance, any assignment or reassignment of such 2016 Series F 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 2016 Series F 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 2016 Series F 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 2016 Series F 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 2016 Series F Mortgage Loan by the Trustee to the Corporation, the Corporation shall be bound by the provisions of this Supplemental Resolution with respect to such 2016 Series F Mortgage Loan.

(B) With respect to any 2016 Series F Mortgage Loan insured by FHA Insurance, the provisions of this Section 4.13(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 2016 Series F Mortgage Loan. The Corporation shall promptly advise the Trustee of the occurrence of a default on any such 2016 Series F Mortgage Loan and shall keep the Trustee advised as to any actions taken to cure such default and/or to assign such 2016 Series F 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 2016 Series F Mortgage Loan to HUD. The Corporation shall assign such 2016 Series F Mortgage Loan in default to the Federal Housing Commissioner in timely fashion, including the provision of timely notice of its intention to assign such 2016 Series F 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.

Section 4.14. Escrow Payments. With respect to the 2016 Series F Bonds and any 2016 Series F 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 2016 Series F 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 2016 Series F Mortgage Loan insured by FHA Insurance, (i) the advance payment of principal amounts to become due with respect to such 2016 Series F Mortgage Loan, at the option of the Mortgagor or at the option or direction the Federal Housing Administration, and (ii) proceeds of FHA Insurance shall constitute Recoveries of Principal.

Section 4.16. 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 2016 Series F 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 2016 Series F 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 2016 Series F Bonds.

Section 5.2. Effective Date. This Supplemental Resolution shall take effect upon the filing of a certified copy hereof with the Trustee.