

**SERIES CERTIFICATE
OF THE NEW YORK CITY
HOUSING DEVELOPMENT CORPORATION**

RELATING TO

**\$_[]
MULTI-FAMILY HOUSING REVENUE BONDS,
2013 SERIES E-3**

I, the undersigned, an Authorized Officer of the New York City Housing Development Corporation (the "Corporation"), pursuant to the terms of the Multi-Family Housing Revenue Bonds Bond Resolution, adopted by the Corporation on July 27, 1993, as amended (the "General Resolution"), and the One Hundred Eighty-Seventh Supplemental Resolution Authorizing the Issuance of Multi-Family Housing Revenue Bonds, 2013 Series E-3 of the Corporation, adopted on [] (the "Supplemental Resolution" and, together with the General Resolution, the "Resolutions"), **DO HEREBY CERTIFY** as follows:

1. Authority. This certificate (this "Series Certificate") is a Bond Series Certificate within the meaning of the Supplemental Resolution, and is executed by me pursuant to and in accordance with the delegation of the Corporation authorized by and contained in Section 2.3 of the Supplemental Resolution.

2. Principal Amount. In order to provide funds necessary to finance the 2013 Series E Mortgage Loan in accordance with the terms, conditions and limitations established in the Resolutions and this Series Certificate, the 2013 Series E-3 Bonds are hereby authorized to be issued in the aggregate principal amount of \$[]. The Corporation is of the opinion and hereby determines that the issuance of the 2013 Series E-3 Bonds in the said amount is necessary to provide sufficient funds to be used and expended for such purpose.

3. Designation, Series, Numbering and Lettering Provisions. In addition to the title "Multi-Family Housing Revenue Bonds", the Bonds will bear the additional designation "2013 Series E-3" and each as so designated will be entitled "Multi-Family Housing Revenue Bond, 2013 Series E-3". Each 2013 Series E-3 Bond shall be lettered "B-3-R-", and shall be numbered consecutively from "1" upwards in order of issuance. 2013 Series E-3 Bonds issued in exchange therefor shall be numbered in such manner as the Trustee in its discretion shall determine.

4. Dated Dates, Maturity and Interest. The 2013 Series E-3 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 to the Supplemental Resolution, on the date and in the principal amount set forth below.

Maturity Date	Principal Amount
[]	\$_[]

The 2013 Series E-3 Bonds shall bear interest, payable in arrears, initially at the Weekly Rate and thereafter at the rates determined as provided in Sections 201, 301, 501, 601 and 701 of Appendix A to the Supplemental Resolution, as applicable. In accordance with the Supplemental Resolution, the initial rate for the 2013 Series E-3 Bonds from the date of initial issuance thereof through and including [] is [] percent ([]%) per annum.

5. Redemption. The 2013 Series E-3 Bonds shall be subject to redemption as follows:

(A) During any Daily Rate Period or Weekly Rate Period, the 2013 Series E-3 Bonds are subject to redemption, at the option of the Corporation, in whole or in part, on any Business Day prior to maturity, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2013 Series E-3 Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date.

(B) During any Flexible Rate Period or Term Rate Period or the Fixed Rate Period, the 2013 Series E-3 Bonds are subject to redemption, at the option of the Corporation, in whole or in part, at any time prior to maturity, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2013 Series E-3 Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date, from any source other than: (i) Voluntary Sale Proceeds; (ii) proceeds of bonds issued, or caused to be issued, by the Corporation for the purpose of refunding of all or a portion of the 2013 Series E-3 Bonds or refinancing all or a portion of any Mortgage Loan; or (iii) any other unencumbered funds of the Corporation not subject to the lien of the General Resolution. Amounts that may be applied to the foregoing redemption include, but are not limited to: any prepayment of the 2013 Series E Mortgage Loan by the Mortgagor thereof or, upon the filing of a Cash Flow Statement, any other Mortgage Loans (except any Mortgage Loan financed under a Supplemental Resolution that prohibits such use); unexpended proceeds of the 2013 Series E-3 Bonds; and, upon the filing of a Cash Flow Statement, amounts held in the Revenue Account that are not required to be used for other purposes.

(C) During any Flexible Rate Period or Term Rate Period, each 2013 Series E-3 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 2013 Series E-3 Bond, from any source, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2013 Series E-3 Bonds to be redeemed, plus accrued interest to the Redemption Date. Except as provided in the immediately preceding sentence, during any Term Rate Period, the 2013 Series E-3 Bonds are subject to redemption, at the option of the Corporation, in whole or in part, at any time prior to maturity, from any source, on or after the date on which twenty-five percent (25%), fifty-percent (50%) or seventy-five percent (75%) of the applicable Term Rate Term has elapsed, as determined by an Authorized Officer and set forth in a Certificate delivered to the Trustee on the Term Rate Start Date of such Term Rate Term, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2013 Series E-3 Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date. Except as provided in the immediately preceding two sentences, during any Term Rate Period or the Fixed Rate Period, the 2013 Series E-3 Bonds are subject to redemption, at the option of the Corporation, in whole

or in part, at any time prior to maturity, from any source, on or after the nearest May 1 or November 1 to the tenth anniversary of the commencement of the applicable Term Rate Term or the Fixed Rate Period, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2013 Series E-3 Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date.

(D) So long as a Liquidity Facility is in effect with respect to the 2013 Series E-3 Bonds, the 2013 Series E-3 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 the 2013 Series E-3 Bonds, plus accrued interest to the Redemption Date. "Act of Bankruptcy" means the filing of a petition in bankruptcy (or other commencement of a bankruptcy or similar proceeding) by or against a Liquidity Provider under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

(E) The 2013 Series E-3 Bonds are subject to redemption, at the option of the Corporation, in whole or in part, at any time prior to maturity, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2013 Series E-3 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 2013 Series E-3 Bonds not used to finance the 2013 Series E Mortgage Loan, and any other monies made available under the General Resolution in connection with such redemption.

(F) If, upon the conversion of the interest rate on the 2013 Series E-3 Bonds to the Fixed Rate, the Corporation shall, in accordance with Section 701(D) of Appendix A to the Supplemental Resolution, have established 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 2013 Series E-3 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 2013 Series E-3 Bond or portion thereof to be redeemed, plus accrued interest to the Redemption Date.

(G) Notwithstanding anything to the contrary contained in the General Resolution, the Supplemental Resolution or the One Hundred Eighty-Fifth Supplemental Resolution, for the purposes of the redemption specified in subsections (B) and (E) above, and all provisions of the General Resolution with respect thereto, the 2013 Series E Mortgage Loan shall be treated as having been financed from the proceeds of the 2013 Series E-1 Bonds and the 2013 Series E-3 Bonds without regard to Series as if the 2013 Series E-1 Bonds and the 2013 Series E-3 Bonds constituted one Series; provided, however, that in connection with any redemption described in subsections (B) and (E) above, the Corporation may, in its sole discretion, select Bonds of any or all of such Series to be redeemed.

(H) [Notwithstanding the foregoing, for so long as the 2013 Series E-3 Bonds remain Outstanding, (i) the 2013 Series E-3 Bonds may not be redeemed in connection with

Recoveries of Principal deposited in the Redemption Account derived from or with respect to any Mortgage Loans or Projects financed in connection with any Series of Bonds other than the 2013 Series E-1 Bonds and the 2013 Series E-3 Bonds, and (ii) the only Series of Bonds to be redeemed in connection with Recoveries of Principal deposited in the Redemption Account derived from or with respect to the 2013 Series E Mortgage Loan or any Project financed with the proceeds of the 2013 Series E-3 Bonds shall be the 2013 Series E-3 Bonds.]

6. Liquidity Provider. Wells Fargo Bank, National Association, shall be the initial Liquidity Provider for the 2013 Series E-3 Bonds and shall enter into a standby bond purchase agreement with the Corporation on the date of initial issuance of the 2013 Series E-3 Bonds (the "Initial Liquidity Facility").

7. Defeasance. Notwithstanding the provisions of Section 12.1 of the General Resolution, (i) 2013 Series E-3 Bonds while in any Daily Rate Period or Weekly Rate Period may not be the subject of advance defeasance pursuant to the provisions of Section 12.1(B) of the General Resolution, and (ii) with respect to the application of said Section 12.1(B) to 2013 Series E-3 Bonds while in the Flexible Rate Term, such 2013 Series E-3 Bonds shall be redeemed on a Redemption Date which shall be the day immediately following the last day of the then current Flexible Rate Term with respect to such 2013 Series E-3 Bonds.

8. Form of Bonds and Authentication. (A) The form and provisions of the 2013 Series E-3 Bonds and the Trustee's Certificate of Authentication thereon shall be substantially as set forth in Exhibit A attached hereto.

(B) In the event any 2013 Series E-3 Bond is deemed purchased by the Tender Agent as provided in Section 801 or 802 of Appendix A to the Supplemental Resolution but is not physically delivered to the Tender Agent, the Corporation shall immediately execute and the Trustee shall immediately authenticate a new 2013 Series E-3 Bond of like Series and denomination as that deemed purchased.

9. Disposition of Proceeds. Upon receipt of the proceeds of the sale of the 2013 Series E-3 Bonds, such proceeds shall be deposited in the Bond Proceeds Account.

10. 2013 Series E Mortgage Loan. The 2013 Series E Mortgage Loan financed with the proceeds of 2013 Series E-3 Bonds is specified in Exhibit B attached hereto. Notwithstanding anything to the contrary contained in the General Resolution, the Supplemental Resolution or the One Hundred Eighty-Fifth Supplemental Resolution, the 2013 Series E Mortgage Loan shall be treated as having been financed from the proceeds of the 2013 Series E-1 Bonds and the 2013 Series E-3 Bonds without regard to Series as if the 2013 Series E-1 Bonds and the 2013 Series E-3 Bonds constituted one Series.

11. Defined Terms. (A) All capitalized terms used herein and not defined herein shall have the meanings, respectively, given to them in the Resolutions.

(B) In addition, as used in this Series Certificate:

"Debt Service Reserve Account Requirement" means, with respect to the 2013 Series E-3 Bonds, [zero dollars (\$0)].

"Maximum Rate" means, with respect to 2013 Series E-3 Bonds other than Bank Bonds, [ten percent (10)%] per annum, and, with respect to Bank Bonds, such term shall have the meaning specified in the Initial Liquidity Facility.

"One Hundred Eighty-Fifth Supplemental Resolution" means the One Hundred Eighty-Fifth Supplemental Resolution Authorizing the Issuance of Multi-Family Housing Revenue Bonds, 2013 Series E-1, adopted by the Corporation on [_____].

"2013 Series E-1 Bonds" means the Multi-Family Housing Revenue Bonds, 2013 Series E-1, authorized by the One Hundred Eighty-Fifth Supplemental Resolution.

12. Bank Bonds. Notwithstanding anything to the contrary contained herein, in the event that any 2013 Series E-3 Bonds become Bank Bonds, all provisions of the Supplemental Resolution relating to Bank Bonds (including, but not limited to Section 804 of Appendix A to the Supplemental Resolution) shall apply to such Bank Bonds and such provisions shall not be limited by the provisions of this Series Certificate, except as otherwise expressly provided for in the Supplemental Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand as of this [] day of
December, 2013.

**NEW YORK CITY HOUSING
DEVELOPMENT CORPORATION**

By _____
Authorized Officer

Exhibit A

Subject to the provisions of the General Resolution and the Supplemental Resolution, the 2013 Series E-3 Bonds shall be in substantially the following form, with necessary and appropriate variations, omissions and insertions as permitted by the Resolutions and this Series Certificate (including, but not limited to, variations, omissions and insertions necessary in connection with the remarketing of one or more sub-series of 2013 Series E-3 Bonds):

(FORM OF REGISTERED BOND)

No. E-3-R-

CUSIP:

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION
MULTI-FAMILY HOUSING REVENUE BOND, 2013 SERIES E-3

MATURITY DATE:

PRINCIPAL AMOUNT:

REGISTERED OWNER: Cede & Co.

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 (herein 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 date of issuance and delivery hereof, until the Corporation's obligation with respect to the payment of said principal sum shall be discharged, at the Weekly Rate during the Weekly Rate Period, on the first Business Day (as such terms are defined in the hereinafter defined Resolutions) of [January, 2014], and on the first Business Day of each month thereafter, and after the Weekly Rate Period, at such rate of interest, payable on such dates, as determined in accordance with the provisions of the Resolutions. At no time shall the interest rate on the 2013 Series E-3 Bonds (as hereinafter defined) exceed the Maximum Rate therefor set forth in the Resolutions. During the Weekly Rate Period, interest on the 2013 Series E-3 Bonds shall be computed on the basis of a 365- or 366-day year, for the actual number of days elapsed. 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 Business Day immediately 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. Upon written direction of the owner of \$1,000,000 or more principal amount of Outstanding 2013 Series E-3 Bonds, the Trustee shall provide for wire

transfer to or at the direction of such owner of all payments of interest due on the 2013 Series E-3 Bonds so held.

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, 2013 Series E-3" (herein called the "2013 Series E-3 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 [_____] and entitled: "One Hundred Eighty-Seventh Supplemental Resolution Authorizing the Issuance of Multi-Family Housing Revenue Bonds, 2013 Series E-3" (herein called the "One Hundred Eighty-Seventh Supplemental Resolution"; the One Hundred Eighty-Seventh Supplemental Resolution and the General Resolution being collectively herein called the "Resolutions"), for the purpose of providing the Corporation with moneys to finance the 2013 Series E Mortgage Loan (as defined in the Resolutions). Upon the terms and conditions prescribed by the General Resolution, bonds in addition to the 2013 Series E-3 Bonds may be issued by the Corporation on a parity with or subordinate to the 2013 Series E-3 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.

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 corporate trust office of The Bank of New York Mellon, as trustee under the Resolutions (herein called the "Trustee"), 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 2013 Series E-3 Bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the 2013 Series E-3 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 2013 Series E-3 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 2013 Series E-3 Bonds of any series and 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 2013 Series E-3 Bonds may, if no Bonds other than the 2013 Series E-3 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 2013 Series E-3 Bonds then Outstanding. The owner of this 2013 Series E-3 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.

During the Weekly Rate Period, payment of the Purchase Price (as defined in the One Hundred Eighty-Seventh Supplemental Resolution) of the 2013 Series E-3 Bonds shall be payable by Wells Fargo Bank, National Association (the "Facility Provider"), pursuant to a Standby Bond Purchase Agreement, dated [_____], between the Corporation and the Facility Provider (the "Standby Bond Purchase Agreement"). The Standby Bond Purchase Agreement entitles the Trustee to draw an amount sufficient to pay (i) the portion of the Purchase Price corresponding to the principal of the 2013 Series E-3 Bonds and (ii) that portion of the Purchase Price corresponding to up to 34 days of accrued interest (at a maximum rate of [ten percent (10%)] per annum) on the 2013 Series E-3 Bonds until the expiration of the Standby Bond Purchase Agreement or earlier termination of the Standby Bond Purchase Agreement in accordance with its terms.

Under certain circumstances described in the Resolutions, the interest rate on the 2013 Series E-3 Bonds may be changed to a Daily Rate, a Weekly Rate, a Flexible Rate or a Term Rate or the Fixed Rate, and after any such change (other than a change to the Fixed Rate), back to a Daily Rate, a Weekly Rate, a Flexible Rate or a Term Rate.

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 such registered owner's 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 such registered owner's attorney duly authorized in writing, and thereupon a new fully registered 2013 Series E-3 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 2013 Series E-3 Bonds maturing in any one year are issuable solely in fully registered form in the denomination of \$100,000 each or any \$5,000 increment in excess of \$100,000 during a Weekly Rate Period. Subject to the conditions and upon the payment of the charges, if any, contained in the Resolutions, 2013 Series E-3 Bonds, upon surrender thereof at the corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or such registered 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 the 2013 Series E-3 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. In addition, the Purchase Price of the 2013 Series E-3 Bonds is payable from moneys obtained under the Standby Bond Purchase Agreement. 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 2013 Series E-3 Bonds shall be subject to redemption, including redemption at par, and mandatory and optional tender for purchase, on the terms and conditions set forth in the Resolutions.

Neither the members of the Corporation nor any other person executing the 2013 Series E-3 Bonds shall be subject to any personal liability or accountability by reason of the issuance thereof.

The 2013 Series E-3 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 2013 Series E-3 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 Resolutions 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 2013 Series E-3 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 or Assistant Secretary

CERTIFICATE OF AUTHENTICATION

This bond is one of the 2013 Series E-3 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 Typewrite 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 B

<u>Project Name</u>	<u>Borough</u>	<u>Amount</u>	<u>Subordinate Lien Position</u>	<u>Mortgage Loan Valuation</u>
Compass 1B	Bronx	\$18,790,000	No	