NEW YORK CITY HOUSING DEVELOPMENT CORPORATION

One Hundred Ninety-Ninth
Supplemental Resolution
Authorizing the Issuance of
Multi-Family Housing Revenue Bonds,
2014 Series G

Adopted
TABLE OF CONTENTS

ARTICLE I
DEFINITIONS AND AUTHORITY

Section 1.1. Short Title .................................................................................................................. 1
Section 1.2. Definitions .................................................................................................................. 1
Section 1.3. Authority .................................................................................................................... 4

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 Payment ............................................................... 5
Section 2.4. Sale of 2014 Series G Bonds ...................................................................................... 6
Section 2.5. Redemption Provisions ............................................................................................... 6
Section 2.6. Book-Entry Provisions ............................................................................................... 6
Section 2.7. Mortgage Loans Made Subject to Lien of General Resolution .................................... 8

ARTICLE III
DISPOSITION OF PROCEEDS

Section 3.1. Disposition of Proceeds ............................................................................................. 9

ARTICLE IV
ADDITIONAL PROVISIONS REGARDING THE 2014 SERIES G MORTGAGE LOANS
AND THE 2014 SERIES G BONDS

Section 4.1. Tax Covenants to Apply ............................................................................................. 10
Section 4.2. Cash Equivalents......................................................................................................... 10
Section 4.3. Valuation of the 2014 Series G Mortgage Loans ......................................................... 10
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 Principal ............................................................................................................... 12
Section 4.7. Certain Amounts Relating to Letters of Credit or Other Credit
Enhancements Securing the 2014 Series G Mortgage Loans to Constitute
Pledged Receipts or Recoveries of Principal ............................................................................. 12
Section 4.8. 2014 Series G Mortgage Loan Mandatory Prepayments to Constitute Pledged Receipts or Recoveries of Principal ................................................................. 12
Section 4.9. Covenants with Respect to 2014 Series G Mortgage Loans Insured by SONYMA Insurance ........................................................................................................... 13
Section 4.10. Certain Amounts Relating to SONYMA Insurance to Constitute Pledged Receipts or Recoveries of Principal ................................................................. 13
Section 4.11. Disbursement of 2014 Series G Bond Proceeds; Conditions Precedent ................................................................. 13
Section 4.12. Covenants with Respect to Certain 2014 Series G Mortgage Loans ................................................................................................................................. 14
Section 4.13. Certain Other Amounts Constituting Recoveries of Principal ................................................................................................................................. 15
Section 4.14. Certain Other Amounts Constituting Pledged Receipts ................................................................................................................................. 15
Section 4.15. Interpretation ................................................................................................................................. 15
Section 4.16. Obligation of 2014 Series G Bonds ................................................................................................................................. 15
Section 4.17. Cash Flow Statements ................................................................................................................................. 15

ARTICLE V

ADDITIONAL PROVISIONS WITH RESPECT TO THE GSE CREDIT-ENHANCED MORTGAGE LOANS

Section 5.1. Definitions ................................................................................................................................. 17
Section 5.2. Special Mandatory Tenders ................................................................................................................................. 19
Section 5.3. Provisions Regarding Restriction Period ................................................................................................................................. 20
Section 5.4. Establishment of 2014 Series G Payments Account ................................................................................................................................. 21
Section 5.5. Establishment of 2014 Series G Purchase Fund ................................................................................................................................. 21

ARTICLE VI

MISCELLANEOUS

Section 6.1. No Recourse Under Supplemental Resolution or on 2014 Series G Bonds ................................................................................................................................. 24
Section 6.2. Effective Date ................................................................................................................................. 24
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 Ninety-Ninth 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 Ninety-Ninth 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 Ninety-Ninth Supplemental Multi-Family Housing Revenue Bond Resolution:

“Acquired Project” shall mean a Project financed by a 2014 Series G Mortgage Loan, 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 2014 Series G Bond, the person in whose name such 2014 Series G Bond is recorded as the beneficial owner of such 2014 Series G 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 2014 Series G 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 2014 Series G Bonds.

“Debt Service Reserve Account Requirement” shall have the meaning set forth in the Bond Series Certificate with respect to a Series of 2014 Series G 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 Risk-Sharing Insurance” means the Federal mortgage insurance authorized pursuant to Section 542(c) of the Housing and Community Development Act of 1992.

“Freddie Mac” means the Federal Home Loan Mortgage Corporation, a shareholder-owned government-sponsored enterprise organized and existing under the laws of the United States, and its successors and assigns.

“GSE Credit-Enhanced Mortgage Loan” means any 2014 Series G Mortgage Loan identified as such in a Bond Series Certificate.

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

“Intercreditor Agreement” means the Servicing, Intercreditor and Appointment Agreement, dated as of [December 1, 2014], by and among the Corporation, Freddie Mac and the applicable Mortgagor relating to a GSE Credit-Enhanced Mortgage Loan.

“Letter of Representations” means the Blanket Issuer Letter of Representations, dated April 26, 1996, from the Corporation to DTC, applicable to the 2014 Series G Bonds.

“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 any Series of 2014 Series G Bonds so designated in the applicable Bond Series Certificate.
“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 2014 Series G 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 June 27, 2011, as the same may be amended or supplemented from time to time.


“Record Date” means, with respect to the 2014 Series G Bonds, that day which is the fifteenth (15th) day next preceding an Interest Payment Date.

“Series” means any Series of 2014 Series G 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 Ninety-Ninth Supplemental Multi-Family Housing Revenue Bond Resolution.
"Transfer Date" means the date when no Mitchell-Lama Bonds are Outstanding under the General Resolution.

"2014 Series G Mortgage Loan Mandatory Prepayment" means a mandatory prepayment of a 2014 Series G Mortgage Loan, as so referred to in the Mortgage or Mortgage Note relating to such 2014 Series G Mortgage Loan.

"2014 Series G Mortgage Loans" means the Mortgage Loans specified in the Bond Series Certificate with respect to a Series of 2014 Series G 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.


"Voluntary Sale Proceeds" means the proceeds of the sale, assignment, endorsement or other disposition of any Mortgage Loan (including any 2014 Series G 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 finance all or a portion of the 2014 Series G Mortgage Loans and to refund the Prior Bonds, all in accordance with the terms, conditions and limitations established in the General Resolution and this Supplemental Resolution, the 2014 Series G Bonds are hereby authorized to be issued in one or more Series, from time to time, in the aggregate principal amount not to exceed $347,000,000. The Corporation is of the opinion and hereby determines that the issuance of the 2014 Series G 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 authorized by this Section 2.1 will bear the additional designation “2014 Series G” and each as so designated will be entitled “Multi-Family Housing Revenue Bond, 2014 Series G”. If more than one Series of 2014 Series G Bonds are issued hereunder, each Series of 2014 Series G Bonds will bear the additional designation “2014 Series G–____” (with the appropriate Series designation of “1”, “2” 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, 2014 Series G–____” (with the appropriate Series designation of “1”, “2” or other alphabetical and/or numerical designation being inserted in the blank).

Section 2.2. Purpose. The purpose for which the 2014 Series G 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 all or a portion of the 2014 Series G Mortgage Loans and 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 2014 Series G Bonds to determine and carry out the following, unless otherwise provided for in this Supplemental Resolution:

(i) the principal amount of such Series of 2014 Series G Bonds; provided that the aggregate principal amount of all Series of 2014 Series G Bonds shall not exceed $347,000,000;

(ii) the dated date or dates of such Series of 2014 Series G Bonds;

(iii) the interest rate or rates with respect to such Series of 2014 Series G Bonds, provided that the true interest cost shall not exceed ten percent (10%) per annum;

(iv) the maturity and redemption date or dates, if any, for such Series of 2014 Series G Bonds;

(v) the debt service and redemption provisions and schedules for such Series of 2014 Series G Bonds;
(vi) the amounts and due dates of the sinking fund payments, if any, for any 2014 Series G Bonds of such Series of like maturity;

(vii) 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;

(viii) the amount, if any, to be established as the Debt Service Reserve Account Requirement with respect to such Series of 2014 Series G Bonds, or the manner of determining same;

(ix) the manner of numbering and lettering the 2014 Series G Bonds of such Series;

(x) the form of the Bonds of such Series of 2014 Series G Bonds;

(xi) directions for the application of the proceeds of such Series of 2014 Series G Bonds;

(xii) a description of the 2014 Series G Mortgage Loans to be financed with the proceeds of such Series of 2014 Series G Bonds; and

(xiv) 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 2014 Series G Bonds.

(C) Except as otherwise provided in Section 2.6 hereof, the principal or Redemption Price, if any, of the 2014 Series G 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 2014 Series G 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 2014 Series G Bonds. The 2014 Series G Bonds shall be sold to such purchaser or purchasers as the Corporation shall determine.

Section 2.5. Redemption Provisions. Each Series of 2014 Series G 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 2014 Series G Bonds of a Series shall be Cede & Co., as nominee for DTC, and such 2014 Series G Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest for any 2014 Series G 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 2014 Series G Bond at the address indicated for Cede & Co. in the registry books of the Corporation kept by the Trustee.

(B) Each Series of 2014 Series G Bonds shall be initially issued in the form of separate single authenticated fully registered 2014 Series G Bonds in the amount of each separate stated maturity and "CUSIP" number of the 2014 Series G Bonds of each Series. Upon initial issuance, the ownership of each Series of 2014 Series G 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 2014 Series G Bonds of a Series registered in its name for the purposes of payment of the principal or Redemption Price or of interest on such 2014 Series G Bonds, selecting the 2014 Series G Bonds of each Series or portions thereof to be redeemed, giving any notice permitted or required to be given to owners of such 2014 Series G Bonds under the General Resolution or this Supplemental Resolution, registering the transfer of such 2014 Series G Bonds, obtaining any consent or other action to be taken by owners of such 2014 Series G 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 2014 Series G 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 2014 Series G 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 or of interest on such 2014 Series G Bonds; any notice which is permitted or required to be given to owners of such 2014 Series G 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 2014 Series G Bonds; or any consent given or other action taken by DTC as owner of such 2014 Series G Bonds. The Trustee shall pay all principal of, and premium, if any, and interest on 2014 Series G 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 2014 Series G Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated 2014 Series G 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 2014 Series G 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 2014 Series G Bond certificates, the Corporation may notify DTC and the Trustee, whereupon DTC will notify the Participants, of the availability through DTC of such 2014 Series G Bond certificates. In such event, the Corporation shall issue, and the Trustee shall transfer and exchange, 2014 Series G Bond certificates as requested by DTC and any other 2014 Series G Bond owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to 2014 Series G 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 2014 Series G Bond certificates as described in the General Resolution. In the event 2014 Series G 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 2014 Series G Bonds of a Series to any DTC Participant having such 2014 Series G Bonds credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing such 2014 Series G Bonds.

(D) Notwithstanding any other provision of the General Resolution or this Supplemental Resolution to the contrary, so long as any 2014 Series G 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 2014 Series G Bond and all notices with respect to and surrender or delivery of such 2014 Series G 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 2014 Series G Bonds of a Series in accordance with existing arrangements with DTC.

(E) In connection with any notice or other communication to be provided to 2014 Series G 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 2014 Series G 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 2014 Series G Bond.

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 2014 Series G Bonds are the 2014 Series G Mortgage Loans. Notwithstanding anything to the contrary contained in the General Resolution or this Supplemental Resolution, any 2014 Series G Mortgage Loan financed with the proceeds of a Series of 2014 Series G 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 2014 Series G Bonds and such other Series of Bonds without regard to Series as if such Series of 2014 Series G Bonds and such other Series of Bonds constituted one Series.
ARTICLE III

DISPOSITION OF PROCEEDS

Section 3.1. Disposition of Proceeds. (A) Upon receipt of the proceeds of the sale of a Series of 2014 Series G Bonds, such proceeds shall be deposited as set forth in the related Bond Series Certificate.

(B) Amounts on deposit in the Bond Proceeds Account and relating to a GSE Credit-Enhanced Mortgage Loan will be held by the Trustee in trust and disbursed and applied only in accordance with the Intercreditor Agreement, this Supplemental Resolution, the Act and other applicable law.
ARTICLE IV

ADDITIONAL PROVISIONS REGARDING THE
2014 SERIES G MORTGAGE LOANS AND THE 2014 SERIES G BONDS

Section 4.1. Tax Covenants to Apply. The Corporation hereby designates the 2014 Series G 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 2014 Series G Mortgage Loans. For purposes of the requirements of subsection (A) of Section 7.16 of the General Resolution, the 2014 Series G 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 2014 Series G Mortgage Loans, 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 2014 Series G 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 2014 Series G 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 2014 Series G 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 2014 Series G 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 2014 Series G 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 2014 Series G 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 2014 Series G Mortgage Loan, the Corporation may, in its discretion, cause or consent to the sale of a Project securing such 2014 Series G 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 2014 Series G 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 2014 Series G 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 2014 Series G 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) Notwithstanding the foregoing provisions of this Section 4.5, with respect to any 2014 Series G 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.

(9) 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 2014 Series G Mortgage Loan, the Corporation may, in its discretion, obtain amounts under any letter of credit or other credit enhancement securing such 2014 Series G 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 2014 Series G 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 2014 Series G 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 2014 Series G 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 2014 Series G Mortgage Loans to Constitute Pledged Receipts or Recoveries of Principal. With respect to the 2014 Series G Mortgage Loans (other than any 2014 Series G Mortgage Loan insured by FHA Risk-Sharing Insurance), amounts obtained under a letter of credit or other credit enhancement securing a 2014 Series G 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 2014 Series G Mortgage Loan (i) with respect to scheduled principal and/or interest payments required by such 2014 Series G Mortgage Loan, including the applicable 2014 Series G Mortgage Loan Mandatory Prepayment, shall constitute Pledged Receipts, and (ii) other than with respect to scheduled principal and/or interest payments required by such 2014 Series G Mortgage Loan, shall constitute Recoveries of Principal.

Section 4.8. 2014 Series G Mortgage Loan Mandatory Prepayments to Constitute Pledged Receipts or Recoveries of Principal. With respect to the 2014 Series G Mortgage Loans, (i) the payment in whole or in part of a 2014 Series G Mortgage Loan Mandatory Prepayment on or after the day that is sixty (60) days prior to the maturity date of the 2014 Series G Bonds of the applicable Series and maturity shall constitute Pledged Receipts, and
(ii) the payment in whole or in part of a 2014 Series G Mortgage Loan Mandatory Prepayment prior to the day that is sixty (60) days prior to the maturity date of the 2014 Series G Bonds of the applicable Series and maturity shall constitute Recoveries of Principal.

Section 4.9. Covenants with Respect to 2014 Series G Mortgage Loans Insured by SONYMA Insurance. (A) With respect to any 2014 Series G Mortgage Loan insured by SONYMA Insurance, for so long as the SONYMA Insurance is in effect with respect to such 2014 Series G Mortgage Loan and SONYMA has not failed to honor a claim thereunder, any assignment or reassignment of such 2014 Series G 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 2014 Series G 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 2014 Series G 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 2014 Series G 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 2014 Series G Mortgage Loan that would cause the loss or diminution of benefits receivable as SONYMA Insurance with respect to such 2014 Series G Mortgage Loan. The Corporation shall assign such 2014 Series G 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 4.9(B) shall apply only from and after the date of issuance of SONYMA Insurance with respect to such 2014 Series G Mortgage Loan.

Section 4.10. Certain Amounts Relating to SONYMA Insurance to Constitute Pledged Receipts or Recoveries of Principal. With respect to any 2014 Series G 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 2014 Series G Mortgage Loan, shall constitute Pledged Receipts, and (ii) other than with respect to scheduled principal and/or interest payments required by such 2014 Series G Mortgage Loan, shall constitute Recoveries of Principal.

Section 4.11. Disbursement of 2014 Series G Bond Proceeds; Conditions Precedent. With respect to the proceeds of the 2014 Series G Bonds and any 2014 Series G Mortgage Loan to be financed therefrom and insured by FHA Risk-Sharing Insurance, 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 2014 Series G Bonds deposited in the Bond Proceeds Account shall not be disbursed for financing any 2014 Series G Mortgage Loan insured by FHA Risk-Sharing Insurance unless:
(a) the Mortgage Note evidencing such 2014 Series G Mortgage Loan shall have been endorsed for FHA Risk-Sharing Insurance, in an amount at least equal to the unpaid principal balance of such 2014 Series G Mortgage Loan; and

(b) the Project financed by such 2014 Series G 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 mortgage clause with loss payable to the Corporation.


(A) With respect to any 2014 Series G Mortgage Loan insured by FHA Risk-Sharing Insurance, no assignment or reassignment of such 2014 Series G 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 2014 Series G 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 any 2014 Series G Mortgage Loan, a partial interest in such 2014 Series G Mortgage Loan may be transferred under a participation agreement or arrangement if the following conditions are met: (i) legal title to such 2014 Series G 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 do business with anyone other than the Corporation and the Servicer with respect to rights, benefits and obligations of such Mortgagor or the mortgagee under such 2014 Series G Mortgage Loan.

(B) With respect to any 2014 Series G Mortgage Loan insured by FHA Risk-Sharing Insurance, the provisions of this subsection (B) shall apply. Upon receipt of proceeds of FHA Risk-Sharing Insurance, such 2014 Series G 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 such 2014 Series G Mortgage Loan. The Corporation shall promptly advise the Trustee of the occurrence of a default on such 2014 Series G 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 4.13. Certain Other Amounts Constituting Recoveries of Principal. With respect to any 2014 Series G Mortgage Loan insured by FHA-Risk Sharing Insurance, (i) the advance payment of principal amounts to become due with respect to such 2014 Series G Mortgage Loan, at the option of the Mortgagor or at the option or direction the Federal Housing Administration, and (ii) proceeds of FHA Risk-Sharing Insurance, shall constitute Recoveries of Principal.

Section 4.14. Certain Other Amounts Constituting Pledged Receipts. With respect to the 2014 Series G Mortgage Loans and any Federal subsidy payments pursuant to Section 236 of the National Housing Act of 1934, as amended, or Section 8 of the United States Housing Act of 1937, as amended, with respect thereto, 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, or Section 8 of the United States Housing Act of 1937, as amended, shall constitute Pledged Receipts.

Section 4.15. Interpretation. With respect to any 2014 Series G Mortgage Loan insured by 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 2014 Series G Mortgage Loan in case any such document is endorsed for FHA Risk-Sharing Insurance, the provisions of such regulations or documents, as the case may be, shall control.

Section 4.16. Obligation of 2014 Series G Bonds. The 2014 Series G Bonds shall be special revenue obligations of the Corporation payable solely from the revenues and assets pledged therefor pursuant to the General Resolution and this Supplemental Resolution. The 2014 Series G Bonds are not a debt of the United States of America, HUD or any other federal governmental agency, and are not guaranteed by the full faith and credit of the United States of America. The 2014 Series G Bonds shall contain a statement on their face that the 2014 Series G 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 2014 Series G Bonds be payable out of any funds other than those of the Corporation pledged therefor.

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

ADDITIONAL PROVISIONS WITH RESPECT TO THE
GSE CREDIT-ENHANCED MORTGAGE LOANS

Section 5.1. Definitions. For the purposes of this Article V, the following terms shall have the meanings set forth below:

"Business Day" shall have the meaning ascribed to such term in the Credit Enhancement Agreement.

"Constructively Tendered Bonds" means all 2014 Series G Bonds allocable to a GSE Credit-Enhanced Mortgage Loan and deemed tendered for purchase on the Special Mandatory Tender Date in accordance with Section 5.2(B) hereof.

"Credit Enhancement Agreement" means the Standby Credit Enhancement Agreement, dated as of [December 1, 2014], by and between Freddie Mac and the Corporation, issued by Freddie Mac to secure any GSE Credit-Enhanced Mortgage Loan.

"Credit Reinstatement Date" shall have the meaning specified in Section 5.3(F) hereof.

"Credit Reinstatement Notice" shall have the meaning specified in Section 5.3(F) hereof.

"Mandatory Tender Notice" shall have the meaning ascribed to such term in Section 5.2(A) hereof.

"Pledge Agreement" means, with respect to a GSE Credit-Enhanced Mortgage Loan, the Pledge, Security and Custody Agreement, dated as of [December 1, 2014], between Freddie Mac, the Trustee (as custodian and collateral agent for Freddie Mac) and the applicable Mortgagor, as the same may be amended, modified or supplemented from time to time.

"Pledged Bond" means any 2014 Series G Bond allocable to a GSE Credit-Enhanced Mortgage Loan, during the period from and including the date of its purchase by the Trustee on the Special Mandatory Tender Date with amounts provided by Freddie Mac under the applicable Credit Enhancement Agreement, to, but excluding, the date on which such 2014 Series G Bond is remarshaled in accordance with Section 5.2 hereof to any person other than Freddie Mac, the Mortgagor of such GSE Credit-Enhanced Mortgage Loan or any member of (or partner in) such Mortgagor. Until canceled or deemed canceled in accordance with the provisions of this Supplemental Resolution, Pledged Bonds shall be deemed Outstanding for all purposes of the General Resolution and this Supplemental Resolution other than the right to receive any payment thereon during the Restriction Period.

"Purchase Price" means, with respect to any Constructively Tendered Bond, an amount equal to the unpaid principal amount thereof and accrued and unpaid interest thereon to but not including the Special Mandatory Tender Date, without premium.
“Regulatory Agreement” means, with respect to a GSE Credit-Enhanced Mortgage Loan, the Regulatory Agreement by and between the Corporation and the applicable Mortgagor, as the same may be amended or supplemented from time to time.

“Restriction Period” means the period commencing on the Special Mandatory Tender Date and ending on the earlier of (i) the next Credit Reinstatement Date or (ii) the second anniversary of the Special Mandatory Tender Date.

“Reimbursement Agreement” means, with respect to a GSE Credit-Enhanced Mortgage Loan, the Reimbursement and Security Agreement, dated as of [December 1, 2012], between Freddie Mac and the applicable Mortgagor, as the same may be amended or supplemented from time to time.

“Special Mandatory Tender Date” means, upon the occurrence of a Special Tender Event, the date specified to the Trustee by Freddie Mac or the Corporation, as the case may be, for purchase of all of the Outstanding 2014 Series G Bonds allocable to a GSE Credit-Enhanced Mortgage Loan (which date shall be twenty-five (25) days following receipt by the Trustee of such specification or, if such date is not a Business Day, then the next succeeding Business Day).

“Special Tender Event” means, with respect to the 2014 Series G Bonds allocable to a GSE Credit-Enhanced Mortgage Loan, either (a) receipt by the Corporation and the Trustee of written notice from Freddie Mac that a default has occurred with respect to the applicable Reimbursement Agreement, together with a written direction from Freddie Mac to the Trustee to purchase all of such 2014 Series G Bonds with amounts to be drawn under the applicable Credit Enhancement Agreement on a date specified in such direction by Freddie Mac, which date shall be twenty-five (25) days following receipt by the Trustee of such specification (or, if such date is not a Business Day, then the next succeeding Business Day), or (b) receipt by Freddie Mac and the Trustee of written notice from the Corporation that a default has occurred under the applicable Regulatory Agreement, and that such default jeopardizes the exclusion of interest on the 2014 Series G Bonds from gross income for Federal income tax purposes, together with a written direction from the Corporation to the Trustee to purchase all of such 2014 Series G Bonds on a date specified in such direction by the Corporation with amounts in the 2014 Series G Purchase Fund on such specified date, which date shall be twenty-five (25) days following receipt by the Trustee of such direction (or, if such date is not a Business Day, then the next succeeding Business Day).

“Tender Agent” means the Trustee, acting as tender agent for Constructively Tendered Bonds.

“2014 Series G Payments Account” means the 2014 Series G Payments Account established pursuant to Section 5.4 hereof.

“2014 Series G Purchase Fund” means the 2014 Series G Purchase Fund established pursuant to Section 5.5 hereof.
Section 5.2. Special Mandatory Tenders. (A) Upon the occurrence of a Special Tender Event, the Trustee shall give at least twenty (20) days notice of the Special Mandatory Tender Date (a “Mandatory Tender Notice”) to the owners of the 2014 Series G Bonds allocable to the applicable GSE Credit-Enhanced Mortgage Loan that on the Special Mandatory Tender Date, if an amount equal to the aggregate Purchase Price of all such 2014 Series G Bonds Outstanding is on deposit in the 2014 Series G Purchase Fund, such 2014 Series G Bonds shall be subject to mandatory tender for purchase at the Purchase Price on the Special Mandatory Tender Date. Such Mandatory Tender Notice shall specify the Special Mandatory Tender Date, any conditions precedent to such purchase and the place or places where amounts due upon such purchase will be payable. Failure of an owner to receive the Mandatory Tender Notice or any defect in the Mandatory Tender Notice to the owners of the 2014 Series G Bonds to be purchased will not affect the validity of such proceedings for purchase of such 2014 Series G Bonds for which proper notice of purchase was mailed as set forth above.

(B) On the Special Mandatory Tender Date, the 2014 Series G Bonds allocable to the applicable GSE Credit-Enhanced Mortgage Loan shall be Constructively Tendered Bonds and shall be deemed tendered for purchase at the Purchase Price.

(C) Interest on Constructively Tendered Bonds for which the Purchase Price is held by the Tender Agent on the Special Mandatory Tender Date shall cease to accrue on the Special Mandatory Tender Date and, during the Restriction Period, the former owners of such 2014 Series G Bonds shall have no further interest or rights under the General Resolution or this Supplemental Resolution in or to the Constructively Tendered Bonds, except that said former owners shall be entitled to payment of the Purchase Price of their Constructively Tendered Bonds, exclusively from monies drawn by the Tender Agent under the applicable Credit Enhancement Agreement or transferred to the 2014 Series G Purchase Fund from the 2014 Series G Payments Account pursuant to Section 5.5 hereof, upon surrender of their Constructively Tendered Bonds to the Tender Agent with such instruments of transfer as the Tender Agent shall require. Constructively Tendered Bonds must be surrendered at the office of the Tender Agent by 12:00 noon, New York City time, on the Tender Date (or on a subsequent Business Day) in order to receive payment of the Purchase Price on the Tender Date (or such subsequent Business Day). During the Restriction Period, the Trustee shall no longer treat the owner of a Constructively Tendered Bond as the registered owner of the Constructively Tendered Bond, except for the purpose of such owner’s right to receive payment from the 2014 Series G Purchase Fund and shall mark the registration books accordingly so that such owner shall not be listed as the registered owner of the Constructively Tendered Bonds.

(D) The Corporation shall have no duty or liability for payment of the Purchase Price of Constructively Tendered Bonds other than with funds available therefor in the 2014 Series G Purchase Fund, in accordance with Section 5.5 hereof, on the Special Mandatory Tender Date. In the event that on the Special Mandatory Tender Date the amount on deposit in the 2014 Series G Purchase Fund is insufficient to pay the Purchase Price of all the Constructively Tendered Bonds, (i) the Mandatory Tender Notice shall be deemed not to have been given by the Trustee to any owners of the 2014 Series G Bonds allocable to the applicable GSE Credit-Enhanced Mortgage Loan, (ii) no such 2014 Series G Bonds shall be deemed to have been tendered for purchase on such date as a result of the occurrence of a Special Tender Event, (iii) no such 2014 Series G Bonds shall be purchased on such date with amounts on deposit in the
2014 Series G Purchase Fund and (iv) such Constructively Tendered Bonds shall continue to be owned by the owners from whom they were to have been purchased on such date with money in the 2014 Series G Purchase Fund.

(E) During the Restriction Period, and subject to Section 2.6 hereof, (i) Pledged Bonds may only be pledged to Freddie Mac and (ii) Pledged Bonds may be registered only to the Mortgagor of the applicable GSE Credit-Enhanced Mortgage Loan. Constructively Tendered Bonds need not be surrendered in order to be transferred on the registration books as provided in this subsection (E). In the case of 2014 Series G Bonds allocable to a GSE Credit-Enhanced Mortgage Loan and deemed tendered on the Special Mandatory Tender Date, the Tender Agent shall be deemed to be the duly authorized attorney of the owner of such 2014 Series G Bonds for purposes of and with direction to effect the transfer of such 2014 Series G Bonds deemed tendered.

Section 5.3. Provisions Regarding Restriction Period. (A) Pledged Bonds shall bear interest at the rate of zero percent (0%) per annum.

(B) Subject to Section 2.6 hereof, Pledged Bonds shall be pledged to Freddie Mac pursuant to the Pledge Agreement. Pledged Bonds shall be registered only to the Mortgagor of the applicable GSE Credit-Enhanced Mortgage Loan.

(C) Notwithstanding Section 12.1 of the General Resolution or any other provision of the General Resolution and this Supplemental Resolution to the contrary, at the end of the Restriction Period, if a Credit Reinstatement Date has not occurred, Pledged Bonds shall be deemed paid and canceled for all purposes of the General Resolution and this Supplemental Resolution.

(D) Pledged Bonds shall not be subject to redemption pursuant to Section 2.5 hereof; provided, however, that the amount of Pledged Bonds scheduled to mature, or to be redeemed from Sinking Fund Payments allocable to the applicable GSE Credit-Enhanced Mortgage Loan shall, on the date scheduled for such maturity or sinking fund redemption, be deemed paid and canceled for all purposes of the General Resolution and this Supplemental Resolution.

(E) If, at the time the Trustee is to apply amounts in accordance with Section 10.3 of the General Resolution, any of the 2014 Series G Bonds Outstanding are Pledged Bonds, the Trustee shall, first, make the payments with respect to the 2014 Series G Bonds prescribed by subsections (A)(1) and (A)(2) of said Section 10.3 to the owners of all 2014 Series G Bonds Outstanding other than Pledged Bonds and, second, make such prescribed payments to the pledgee of Pledged Bonds.

(F) During the Restriction Period, Freddie Mac may, subject to the written approval of the Corporation, upon giving at least fifteen (15) days notice (a "Credit Reinstatement Notice") to the Corporation, the Trustee and the Tender Agent, reinstate a Credit Enhancement Agreement on a Business Day specified in the Credit Reinstatement Notice (a "Credit Reinstatement Date") and thereafter transfer the related 2014 Series G Bonds to an owner other than Freddie Mac; provided that such Credit Reinstatement Notice must be
accompanied by, and will be incomplete without, (i) a letter from each Rating Agency then
rating the 2014 Series G Bonds confirming that as of such Credit Reinstatement Date the rating
assigned by such Rating Agency to such related 2014 Series G Bonds will be the same as the
rating assigned to all Bonds that are not Pledged Bonds, and (ii) a Bond Counsel's Opinion to the
effect that the transfer of such related 2014 Series G Bonds to an owner other than Freddie Mac
will not, in and of itself, cause interest on the 2014 Series G Bonds to become included in gross
income for Federal income tax purposes. Following such transfer by Freddie Mac, such related
2014 Series G Bonds shall no longer be Pledged Bonds that are subject to the applicable Pledge
Agreement (until the next Special Mandatory Tender Date, if any).

(G) During the Restriction Period, Freddie Mac may at any time direct the
Trustee to cancel Pledged Bonds in accordance with Section 3.9 of the General Resolution, in
whole or in part in authorized denominations, and upon such cancelation such Pledged Bonds or
portions thereof to be canceled shall be deemed paid and canceled for purposes of the General
Resolution and this Supplemental Resolution.

Section 5.4. Establishment of 2014 Series G Payments Account. (A) The
Corporation hereby establishes the 2014 Series G Payments as a special trust sub-account in the
Revenue Account for the 2014 Series G Bonds allocable to a GSE Credit-Enhanced Mortgage
Loan.

(B) Moneys held in the 2014 Series G Payments Account shall not be
commingled with moneys held in the Revenue Account. During the term of any Credit
Enhancement Agreement, any moneys obtained by the Corporation representing principal and
interest payments on a GSE Credit-Enhanced Mortgage Loan obtained under such Credit
Enhancement Agreement shall be paid by the Corporation to the Trustee for deposit in the 2014
Series G Payments Account.

(C) Any provision of the General Resolution or this Supplemental Resolution
to the contrary notwithstanding, with respect to any GSE Credit-Enhanced Mortgage Loan, all
payments of the principal or Redemption Price of, and interest on, Constructively Tendered
Bonds shall be made with moneys on deposit in the 2014 Series G Payments Accounts, to the
extent amounts on deposit therein are sufficient for such purposes.

(D) In the event that there shall be deposited in the 2014 Series G Payments
Account any payment obtained under or pursuant to the applicable Credit Enhancement
Agreement, and amounts shall be (or shall have been) received by the Trustee from the
Mortgagor of the applicable GSE Credit-Enhanced Mortgage Loan or other sources, which
received amounts are (or were) in payment of amounts satisfied by the payment under or
pursuant to such Credit Enhancement Agreement, then such amounts received from such
Mortgagor or other sources shall be promptly reimbursed by the Trustee to Freddie Mac to the
extent of the amount so obtained under such Credit Enhancement Agreement.

Section 5.5. Establishment of 2014 Series G Purchase Fund. (A) The
Corporation hereby establishes the 2014 Series G Purchase Fund as a special trust account for
the 2014 Series G Bonds allocable to a GSE Credit-Enhanced Mortgage Loan.
(B) The 2014 Series G Purchase Fund shall be held and maintained by the Tender Agent separate from any other funds and accounts established and maintained pursuant to the General Resolution and this Supplemental Resolution and shall be identified by the Corporation, the Tender Agent and the Trustee in such manner as to distinguish the 2014 Series G Purchase Fund from the accounts established by the Corporation for any other of its obligations. All monies or securities held by the Tender Agent pursuant to this Supplemental Resolution shall be held in trust and applied only in accordance with the provisions of this Supplemental Resolution, the Act and other applicable law.

(C) Amounts in the 2014 Series G Purchase Fund shall not be subject to the pledge and lien of the General Resolution and this Supplemental Resolution and shall not be invested.

(D) By 12:00 noon on the Business Day immediately preceding the Special Mandatory Tender Date, (i) the Trustee shall transfer to the 2014 Series G Purchase Fund from the 2014 Series G Payments Account an amount equal to the deposit therein representing principal and interest payments on the applicable GSE Credit-Enhanced Mortgage Loan and previously obtained under the applicable Credit Enhancement Agreement following the immediately preceding May 1 or November 1, as the case may be, and (ii) the Corporation shall draw on the applicable Credit Enhancement Agreement, for payment at the direction of the Corporation to the Trustee for deposit into the 2014 Series G Purchase Fund, in the amount equal to the Purchase Price, less the amount transferred from the 2014 Series G Payments Account pursuant to clause (i) above. The Tender Agent shall receive and hold in trust Constructively Tendered Bonds for the benefit of the former owners thereof until the Purchase Price thereof is made available in the 2014 Series G Purchase Fund. The Tender Agent shall hold in trust the Purchase Price of Constructively Tendered Bonds in the 2014 Series G Purchase Fund (i.e., the proceeds of draws on the Credit Enhancement Agreement) for the benefit of owners who have tendered Constructively Tendered Bonds for purchase in accordance herewith until such owners present the actual Constructively Tendered Bonds as required by this Supplemental Resolution. No monies held by the Tender Agent in the 2014 Series G Purchase Fund shall be considered monies of the Corporation; no such monies shall be invested; and no Constructively Tendered Bonds purchased by the Tender Agent shall be deemed to have been purchased by, for or on behalf of the Corporation.

(E) The Tender Agent shall either (i) cause Pledged Bonds to be delivered to the “Custodian” under the Pledge Agreement or (ii) if, and only if, delivery of the Pledged Bonds is not possible, deliver a written entitlement order, to the applicable securities intermediaries on whose records ownership of the Pledged Bonds is reflected, directing the securities intermediaries to credit the security entitlement to the Pledged Bonds to the account of the “Custodian” for the benefit of Freddie Mac and deliver to the “Custodian” a written confirmation of such credit.

(F) Failure to pay interest on Pledged Bonds when due, or failure to pay principal and interest on Pledged Bonds upon any redemption date or purchase date or the maturity date of the 2014 Series G Bonds, shall not constitute an Event of Default. Upon the maturity date of any Pledged Bond, such Pledged Bond shall be deemed canceled. Upon any
date of acceleration of all of the Bonds, all Pledged Bonds shall be deemed canceled. Pledged Bonds shall also be canceled at the direction of Freddie Mac.
ARTICLE VI

MISCELLANEOUS

Section 6.1. **No Recourse Under Supplemental Resolution or on 2014 Series G 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 2014 Series G 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 2014 Series G Bonds.

Section 6.2. **Effective Date.** This Supplemental Resolution shall take effect upon the filing of a certified copy hereof with the Trustee.