

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION

First Supplemental Resolution

Relating to

Multi-Family Rental Housing Revenue Bonds

(The Nicole),

2018 Series A

Adopted _____

First Supplemental Resolution
Relating to
Multi-Family Rental Housing Revenue Bonds
(The Nicole),
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First Supplemental Resolution
Relating to
Multi-Family Rental Housing Revenue Bonds
(The Nicole),
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BE IT RESOLVED by the Members of the New York City Housing Development Corporation (the “Corporation”) as follows:

ARTICLE I

SHORT TITLE, DEFINITIONS, AUTHORITY AND INTERPRETATION

Section 1.1. Short Title. This resolution may hereafter be cited by the Corporation and is hereinafter sometimes referred to as the “Supplemental Resolution”.

Section 1.2. Definitions. (A) Except as set forth in subsection (B) below, all terms which are defined in Section 1.2 of the resolution of the Corporation adopted _____ and entitled “Amended and Restated Multi-Family Rental Housing Revenue Bonds (The Nicole) Bond Resolution” (the “Bond Resolution”) have the same meanings, respectively, in this Supplemental Resolution as such terms are given in said Section 1.2.

(B) Notwithstanding anything in the Bond Resolution to the contrary, as used in this Supplemental Resolution:

“Change Date” means, with respect to the 2018 Series A Bonds, (i) an Interest Method Change Date or (ii) a Facility Change Date or (iii) any date on which a new Mortgage Purchase Agreement replaces the prior Mortgage Purchase Agreement or Credit Facility or (iv) two (2) Business Days before any date on which the Mortgage Purchase Agreement terminates or expires and is not extended or replaced by a new Mortgage Purchase Agreement or a Credit Facility or (v) a date specified by the Credit Facility Provider pursuant to the provisions of Section 10.3(A)(8) hereof for carrying out a purchase of 2018 Series A Bonds pursuant to Section 801 of Appendix A hereto, (vi) a date specified by the Corporation pursuant to the provisions of Section 106 of Appendix A hereto for carrying out a purchase of 2018 Series A Bonds pursuant to Section 801 of Appendix A hereto, or (vii) a Discretionary Tender Date. Any Prepayment Premium (as such term is defined in the Loan Agreement) due pursuant to the Loan Agreement on a Change Date occurring during the Initial Term Rate Term but prior to [December __, 2027][January __, 2028], and assigned to the Servicer pursuant to the Servicing Agreement for distribution to the Holder of the 2018 Series A Bonds, shall not constitute a payment on the 2018 Series A Bonds.

“Daily Rate” means the rate of interest on the 2018 Series A Bonds described in Section 201 of Appendix A hereto.

“Daily Rate Period” means any period of time during which the 2018 Series A Bonds bear interest at the Daily Rate.

“Daily Rate Term” means, with respect to the 2018 Series A Bonds bearing interest at the Daily Rate, the period from and commencing on a Business Day and including and ending on the first day preceding the first Business Day thereafter.

“Demand Purchase Option” means, during a Daily Rate Period or Weekly Rate Period, the provision of the 2018 Series A Bonds for purchase of any 2018 Series A Bond upon the demand of the owner thereof as described in Section 802 of Appendix A hereto.

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

“Discretionary Tender Date” means a Business Day on or after [December __, 2020][January __, 2021], specified by the Corporation (with the prior written consent of the Credit Facility Provider and the Mortgagor) in a written notice delivered to the Trustee, upon which all of the 2018 Series A Bonds shall be subject to mandatory tender at the Purchase Price pursuant to Section 801 of Appendix A hereto (which date shall not be earlier than fifteen (15) days following receipt by the Trustee of such written notice and, if the 2018 Series A Bonds bear interest at an Index Rate, shall be an Index Rate Permitted Redemption or Tender Date).

“Fixed Rate” means the rate or rates of interest on the 2018 Series A Bonds described in Section 701 of Appendix A hereto.

“Fixed Rate Change” means a change in the method of determining the interest rate on the 2018 Series A Bonds, as described in Section 701 of Appendix A hereto, with the effect that after such change the 2018 Series A Bonds shall bear interest at the Fixed Rate.

“Fixed Rate Conversion Date” shall have the meaning specified in Section 701(A) of Appendix A hereto.

“Fixed Rate Period” means the period of time, if any, during which the 2018 Series A Bonds bear interest at the Fixed Rate.

“Index Rate” means the rate of interest on the 2018 Series A Bonds described in Section 401 of Appendix A hereto.

“Index Rate Period” means any period of time during which the 2018 Series A Bonds bear interest at the Index Rate.

“Index Rate Permitted Redemption or Tender Date” means, during an Index Rate Period commencing on an Interest Method Change Date, either (a) any day or (b) the first Business Day of each calendar month, as determined by an Authorized Officer of the Corporation and set forth in a Certificate delivered to the Trustee on the first day of such Index Rate Period.

“Initial Term Rate Term” means the Term Rate Term commencing on the date of initial issuance and delivery of the 2018 Series A Bonds.

“Initial Obligor” means Wells Fargo Bank, National Association.

“Interest Adjustment Date” means each date on which a new Term Rate Term begins as provided in Section 601(D) of Appendix A hereto.

“Interest Method Change Date” means any date on which the method of determining the interest rate on the 2018 Series A Bonds changes (including a change in the Index Rate from the LIBOR Index Rate to the MMD Index Rate or the SIFMA Index Rate, or from the MMD Index Rate to the LIBOR Index Rate or the SIFMA Index Rate, or from the SIFMA Index Rate to the LIBOR Index Rate or the MMD Index Rate, as described in Section 401 of Appendix A hereto), or which is an Interest Adjustment Date pursuant to Section 601(D) of Appendix A hereto, as established by the terms and provisions of Appendix A hereto; provided that an Interest Method Change Date may only occur on an Index Rate Permitted Redemption or Tender Date during any Index Rate Period.

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

“Maximum Rate” means twelve percent (12%) per annum, or such higher rate as may be established in accordance with the provisions of Section 101 of Appendix A hereto.

“Notice of Prepayment of the Mortgage Loan in Full” means the notice delivered to the Trustee by the Corporation pursuant to the provisions of Section 106 of Appendix A hereto with respect to the Mortgagor’s election to prepay, in full, the Mortgage Loan during any Daily Rate Period or Weekly Rate Period.

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

“Resolution” means, collectively, the Bond Resolution and this Supplemental Resolution, and any amendments or supplements made in accordance with their respective terms.

“Tender Date” means any Change Date or any other date on which 2018 Series A Bond owners are permitted hereunder to tender their 2018 Series A Bonds for purchase.

“Term Rate” means the rate of interest on the 2018 Series A Bonds described in Section 601 of Appendix A hereto.

“Term Rate Period” means any period of time during which the 2018 Series A Bonds bear interest at the Term Rate.

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

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

“2018 Series A Bonds” means the Bonds authorized to be issued pursuant to Section 2.1 hereof.

“Undelivered Bonds” means (i) with respect to the Mandatory Purchase Provision, any 2018 Series A Bonds which have not been delivered to the Tender Agent for purchase on or prior to the Change Date, or (ii) with respect to the Demand Purchase Option, any 2018 Series A Bonds not delivered to the Tender Agent for purchase after notice of tender within the time period prescribed by this Supplemental Resolution.

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

“Weekly Rate” means the rate of interest on the 2018 Series A Bonds described in Section 301 of Appendix A hereto.

“Weekly Rate Period” means any period of time during which the 2018 Series A Bonds bear interest at the Weekly Rate.

“Weekly Rate Term” means, with respect to the 2018 Series A Bonds earning interest at the Weekly Rate, the period commencing on a Weekly Effective Rate Date and terminating on the earlier of the last calendar day prior to the Weekly Effective Rate Date of the following Weekly Rate Term, or the last calendar day prior to a Change Date.

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

Section 1.4. Interpretation. The provisions of Section 1.3 of the Bond Resolution are hereby incorporated herein by reference in their entirety, and shall be deemed to be a part hereof to the same extent as if such provisions were expressly set forth herein.

ARTICLE II

AUTHORIZATION, PRINCIPAL AMOUNT AND PURPOSE OF BONDS; TERMS OF BONDS; TAX COVENANTS

Section 2.1. Authorization, Principal Amount and Purpose of Bonds. The Corporation hereby authorizes the issuance of Multi-Family Rental Housing Revenue Bonds (The Nicole), 2018 Series A in the aggregate principal amount of \$4,400,000 for the purpose of making a deposit into the Bond Proceeds Account in order to finance an increase in the Mortgage Loan. The Corporation is of the opinion and hereby determines that the issuance of the 2018 Series A Bonds in the said amount is necessary to provide sufficient funds for such purpose.

Section 2.2. Terms of Bonds. The 2018 Series A Bonds shall be dated, shall mature, shall bear interest, shall be subject to redemption and purchase, and shall have such other characteristics as set forth in Appendix A hereto.

Section 2.3. Transfer and Participation Restrictions. Notwithstanding any provision of the Bond Resolution or this Supplemental Resolution to the contrary, so long as a Mortgage Purchase Agreement remains in effect with respect to the 2018 Series A Bonds, there shall be no registration of ownership, or transfer of, nor shall any participation interest be issued or given with respect to, any 2018 Series A Bond unless to a person that (A) is (i) a government-sponsored enterprise, (ii) an affiliate of Wells Fargo Bank, National Association (the "Original Purchaser"), (iii) a trust or custodial arrangement established by the Original Purchaser or one of its affiliates, the owners of the beneficial interests in which are limited to "qualified institutional buyers", as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (each, a "Qualified Institutional Buyer"), or (iv) a Qualified Institutional Buyer and a commercial bank organized under the laws of the United States of America, or any state thereof, or any other country that is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus, determined as of the date of any transfer pursuant to this Section 3.4(D), of \$5,000,000,000 or more (any of the foregoing, a "Permitted Transferee") and (B) other than the trustee or custodian of a trust or custodial arrangement described in (A)(iii) above, has executed and delivered to the Corporation and the Trustee a letter substantially in the form of Exhibit A hereto. A Permitted Transferee to whom the 2018 Series A Bonds or participation interests with respect thereto may be transferred must also be (A) a bank, national bank, trust company, savings bank, savings and loan association, insurance company or any wholly-owned subsidiary or combination thereof, as such terms are used in Section 23-c(3) of the Act, that is also a Qualified Institutional Buyer that is authorized to do business in the State of New York [and is approved in writing by the Corporation] or (B) a governmental agency of the United States, as such term is used in Section 23-c(3) of the Act, and in either case (X) is purchasing the 2018 Series A Bonds or participation interests for its own account and not with a present view to the resale or distribution thereof, in that it does not then intend to resell or otherwise dispose of all or any part of its interests therein (but may reserve the right to do so subject to the limitations set forth in this Supplemental Resolution) and (Y) assumes the obligations of the Obligor under the Mortgage Purchase Agreement either, as determined by the Corporation in its sole and absolute discretion, directly or through the use of an administrative agent (acceptable to the Corporation) on its behalf. In addition, transfers of the 2018 Series A Bonds while a Mortgage

Purchase Agreement is in effect shall only be made in compliance with Article 3 of the Servicing Agreement.

Section 2.4. Tax Covenants Not to Apply. The Corporation hereby designates the 2018 Series A Bonds as Bonds to which the Corporation intends the provisions of Section 7.9 of the Bond Resolution not to apply.

ARTICLE III

EFFECTIVE DATE

Section 3.1. Effective Date. This Supplemental Resolution shall take effect immediately upon delivery of a certified copy hereof to the Trustee.

APPENDIX A

TERMS OF THE 2018 SERIES A BONDS

CHAPTER 1

GENERAL PROVISIONS

Section 101. Maturity, Interest, Redemption, Purchase, Numbering and Lettering Provisions; Sale; Denominations. (A)(1) The 2018 Series A Bonds shall mature, subject to Section 2.7 of the Bond Resolution and Section 701(D) of this Appendix A, on November 15, 2035, shall bear interest, payable in arrears, at the rates determined as provided in Sections 201, 301, 401, 601 and 701 hereof, as applicable, shall be subject to redemption as set forth in Section 102 hereof, and shall contain the Mandatory Purchase Provision and Demand Purchase Option set forth in Sections 801 and 802 hereof, respectively, as applicable.

(2) Anything herein to the contrary notwithstanding, at no time shall the interest rate on the 2018 Series A Bonds exceed the Maximum Rate; provided, however, that the Maximum Rate may be increased by the Corporation, from time to time, to a rate specified by the Corporation (the "Adjusted Maximum Rate"), which Adjusted Maximum Rate shall, in no event, exceed fifteen percent (15%) per annum. Each such adjustment of the Maximum Rate to the Adjusted Maximum Rate or of an existing Adjusted Maximum Rate to a new Adjusted Maximum Rate shall be referred to herein as the "Maximum Interest Rate Change". The Maximum Interest Rate Change shall become effective upon at least twenty (20) days' written notice from the Corporation to the Trustee and the Remarketing Agent and the receipt by the Trustee on or prior to the effective date of the Maximum Interest Rate Change of the following: (1) the written consent of the Credit Facility Provider or the Obligor, as the case may be, to the Maximum Interest Rate Change; (2) so long as a Credit Facility is in effect, a substitute Credit Facility securing (i) the amount secured by the then-existing Credit Facility as of the date of substitution together with (ii) the additional amount of interest represented by the difference between the Maximum Rate and the Adjusted Maximum Rate or the existing Adjusted Maximum Rate and the new Adjusted Maximum Rate or, if the existing Credit Facility Provider so agrees, an amendment to the Credit Facility increasing the amount of the Credit Facility by such difference; (3) such opinions, certificates or other documents with respect to the substitute Credit Facility or the Maximum Interest Rate Change as may be required by the Corporation, the Trustee or counsel thereto; (4) so long as a rating is required pursuant hereto on the 2018 Series A Bonds, written evidence satisfactory to the Corporation, the Trustee and counsel thereto that the Maximum Interest Rate Change shall not adversely affect the then current ratings on the 2018 Series A Bonds, if any; and (5) a form of notice of the Maximum Interest Rate Change satisfactory to the Corporation, the Credit Facility Provider, the Trustee and counsel to each of such parties. Such notice shall be mailed by the Trustee by first-class mail to (i) each registered owner of the 2018 Series A Bonds within ten (10) days of the effective date of each Maximum Interest Rate Change and (ii) to each subsequent registered owner of a 2018 Series A Bond within ten (10) days of receipt by the Trustee of notice of the name and address of such new registered owner.

(B) During any Daily Rate Period or Weekly Rate Period, interest on the 2018 Series A Bonds shall be payable on a monthly basis on the first Business Day of each calendar month, on any Change Date and on the final maturity date of the 2018 Series A Bonds. During any Term Rate Period (other than during the Initial Term Rate Term), interest on the 2018 Series A Bonds shall be payable (i) on the first day of the sixth calendar month following the month in which the Interest Method Change Date with respect thereto occurs and the first day of each sixth month thereafter, (ii) on any Change Date and (iii) on the final maturity date of the 2018 Series A Bonds. During the Initial Term Rate Term, interest on the 2018 Series A Bonds shall be payable (i) on [January][February] 1, 2019 and on the first day of each calendar month thereafter, (ii) on any Change Date, and (iii) on the final maturity date of the 2018 Series A Bonds. During the Fixed Rate Period, interest on the 2018 Series A Bonds shall be payable (i) on June 1 and December 1 of each year provided that the initial such date is at least thirty (30) days after such Interest Method Change Date and (ii) on any Change Date. During any Daily Rate Period, or Weekly Rate Period, interest on the 2018 Series A Bonds shall be computed on the basis of a 365 or 366-day year, for the actual number of days elapsed. During any Term Rate Period (including during the Initial Term Rate Term) and the Fixed Rate Period, interest on the 2018 Series A Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. During any Index Rate Period, interest on the 2018 Series A Bonds shall be payable and shall be computed as set forth in Section 401 hereof.

(C) The 2018 Series A Bonds shall be numbered from one (1) upward in such order as the Trustee shall determine with the prefix "AR-" preceding the number. The 2018 Series A Bonds issued in exchange shall be numbered in such manner as the Trustee in its discretion shall determine.

(D) The 2018 Series A Bonds shall be sold to such purchaser or purchasers as the Corporation shall determine. An Authorized Officer of the Corporation shall, subject to Section 4.1 of the Bond Resolution, determine the portion of the proceeds of sale of the 2018 Series A Bonds to be deposited in the Revenue Account and Bond Proceeds Account.

(E) During a Daily Rate Period, a Weekly Rate Period or an Index Rate Period, all 2018 Series A Bonds shall be in the denomination of \$100,000 or any \$5,000 increment in excess of \$100,000. During a Term Rate Period or the Fixed Rate Period, all 2018 Series A Bonds shall be in the denomination of \$5,000 or any whole multiple thereof. Notwithstanding the foregoing, for so long as a Mortgage Purchase Agreement is in effect with respect to the 2018 Series A Bonds, and in the event of a remarketing of the 2018 Series A Bonds on a private placement or direct sale basis pursuant to a Private Placement or Direct Sale Remarketing Purchase Contract which is approved by the Members of the Corporation, all 2018 Series A Bonds shall be in the denomination of \$250,000 or any \$0.01 increment in excess of \$250,000.

Section 102. Redemption Provisions. In addition to the redemption provision set forth in Section 2.7(B) of the Bond Resolution, the 2018 Series A Bonds shall be subject to redemption at all times as follows:

(A) (i) The 2018 Series A Bonds shall be subject to mandatory redemption, in whole or in part, at any time prior to maturity, to the extent of any Recoveries of Principal (other than (i) the advance payment in full of all amounts to become due pursuant to the Mortgage

Loan, at the option of the Mortgagor, with moneys other than amounts transferred from the Principal Reserve Fund, during a Daily Rate Period or Weekly Rate Period or (ii) the advance payment in full or in part of amounts to become due pursuant to the Mortgage Loan, at the option of the Mortgagor, during a Term Rate Period or the Fixed Rate Period), at a Redemption Price equal to 100% of the principal amount of the 2018 Series A Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date.

(ii) During a Term Rate Period (other than during the Initial Term Rate Term) or the Fixed Rate Period, the 2018 Series A Bonds shall be subject to mandatory redemption, from Available Moneys, in whole or in part, at any time prior to maturity on or after the first date established for such redemption pursuant to the table shown below, to the extent of Recoveries of Principal resulting from the advance payments of amounts to become due pursuant to the Mortgage Loan, at the option of the Mortgagor, and when redeemed during any of the periods shown in the following table, at the Redemption Price set forth opposite such period in said table (expressed as a percentage of the principal amount of the 2018 Series A Bonds to be redeemed), plus accrued interest to the Redemption Date, provided, however, that upon conversion of the rate of interest on the 2018 Series A Bonds to a Term Rate or the Fixed Rate, the Corporation, upon delivery of notice to the Servicer and the Trustee at least fifteen (15) days prior to such Interest Method Change Date setting forth a redemption schedule different from that set forth in this paragraph, may establish such other redemption terms as the Corporation shall designate for the redemption described above in this paragraph:

Length of applicable Interest Rate Period from last Interest Method Change Date to the end of the particular Term Rate Term (during a Term Rate Period) or to the date of the final maturity of the 2018 Series A Bonds (during the Fixed Rate Period) (expressed in years)	Redemption Prices (measured from and including first day of applicable Interest Rate Period to day prior to each semiannual anniversary thereof)	Call protection (length of time from first day of applicable Interest Rate Period that 2018 Series A Bonds may not be called for redemption pursuant to this Section 102(A)(ii))
Greater than 10	On or after the 7th anniversary at 102% declining by ½ of 1% every 6 months to 100%	7 years
Less than or equal to 10 and greater than 7	On or after the 5th anniversary at 101½% declining by ½ of 1% every 6 months to 100%	5 years
Less than or equal to 7 and greater than 5	On or after the 3rd anniversary at 101% declining by ½ of 1% every 6 months to 100%	3 years
Less than or equal to 5	On or after the 3rd anniversary at 100%	3 years (or such lesser period until the end of the Term Rate Term or final maturity, as applicable)

(B) [Reserved]

(C) (1) During the Initial Term Rate Term, the 2018 Series A Bonds shall be subject to redemption, at the option of the Corporation, in whole or in part, at any time prior to maturity on or after [December __, 2020][January __, 2021], at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2018 Series A Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date, plus an amount equal to any Prepayment Premium (as defined in the Loan Agreement) in the case of a redemption prior to [December __, 2027][January __, 2028].

(2) During the Initial Term Rate Term, the 2018 Series A Bonds shall be subject to mandatory redemption, in whole or in part, at any time prior to maturity on or after [December __, 2020][January __, 2021], to the extent of Recoveries of Principal

resulting from the advance payments of amounts to become due pursuant to the Mortgage Loan, at the option of the Mortgagor, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2018 Series A Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date, plus an amount equal to any Prepayment Premium (as defined in the Loan Agreement) in the case of a redemption prior to [December __, 2027][January __, 2028].

(D) The 2018 Series A 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 Credit Facility Provider, the Trustee has not received a new Credit Facility, at a Redemption Price equal to one hundred percent (100%) of the principal amount of 2018 Series A Bonds to be redeemed, plus accrued interest to the Redemption Date. The 2018 Series A Bonds shall be subject to redemption, at the option of the Corporation, in whole, at any time prior to maturity if, within thirty (30) days of an Act of Bankruptcy of the Obligor, the Trustee has not received a new Mortgage Purchase Agreement or a Credit Facility, at a Redemption Price equal to one hundred percent (100%) of the principal amount of 2018 Series A Bonds to be redeemed, plus accrued interest to the Redemption Date.

(E) (i) During a Daily Rate Period or Weekly Rate Period with respect to the 2018 Series A Bonds, the 2018 Series A Bonds shall be subject to redemption, at the option of the Corporation, in whole or in part, on any Business Day, at a Redemption Price equal to 100% of the principal amount of the 2018 Series A Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date.

(ii) During an Index Rate Period with respect to the 2018 Series A Bonds, the 2018 Series A Bonds shall be subject to redemption, at the option of the Corporation, in whole or in part, on any Index Rate Permitted Redemption or Tender Date, at a Redemption Price equal to 100% of the principal amount of the 2018 Series A Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date.

(F) During a Term Rate Period (other than during the Initial Term Rate Term), the 2018 Series A Bonds are subject to redemption, at the option of the Corporation, subject to the provisions of the Loan Agreement, in whole or in part on any Interest Adjustment Date, at a Redemption Price equal to one hundred percent (100%) of the principal amount of 2018 Series A Bonds to be redeemed, plus accrued interest to the Redemption Date. Except as provided in the immediately preceding sentence, during a Term Rate Period (other than during the Initial Term Rate Term) or the Fixed Rate Period, the 2018 Series A Bonds are subject to redemption, at the option of the Corporation, from Available Moneys, in whole or in part at any time prior to maturity, and when redeemed during any of the periods shown in the following table, at the Redemption Price set forth opposite such period in said table (expressed as a percentage of the principal amount of the 2018 Series A Bonds to be redeemed), plus accrued interest to the Redemption Date; provided, however, upon conversion of the rate of interest on the 2018 Series A Bonds to a Term Rate or the Fixed Rate, the Corporation, upon delivery of notice to the Servicer and the Trustee at least fifteen (15) days prior to such Interest Method Change Date setting forth a redemption schedule different from that set forth in this paragraph, may establish such other redemption terms as the Corporation shall designate for the redemption described above in this paragraph:

Length of applicable Interest Rate Period from last Interest Method Change Date to the end of the particular Term Rate Term (during a Term Rate Period) or to the date of the final maturity of the 2018 Series A Bonds (during the Fixed Rate Period) (expressed in years)	Redemption Prices (measured from and including first day of applicable Interest Rate Period to day prior to each semiannual anniversary thereof)	Call protection (length of time from first day of applicable Interest Rate Period that 2018 Series A Bonds may not be called for redemption pursuant to this Section 102(F))
Greater than 10	On or after the 7th anniversary at 102% declining by ½ of 1% every 6 months to 100%	7 years
Less than or equal to 10 and greater than 7	On or after the 5th anniversary at 101½% declining by ½ of 1% every 6 months to 100%	5 years
Less than or equal to 7 and greater than 5	On or after the 3rd anniversary at 101% declining by ½ of 1% every 6 months to 100%	3 years
Less than or equal to 5	On or after the 3rd anniversary at 100%	3 years (or such lesser period until the end of the Term Rate Term or final maturity, as applicable)

(G) The 2018 Series A Bonds are subject to redemption, at the option of the Corporation, in whole or in part, at any time prior to maturity, to the extent of amounts on deposit in the Bond Proceeds Account representing unexpended amounts allocable to the 2018 Series A Bonds not used to finance the Mortgage Loan, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2018 Series A Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date.

(H) (i) The 2018 Series A Bonds are subject to mandatory redemption, in whole, without notice, upon a declaration of acceleration by the Trustee as a remedy for an Event of Default hereunder, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2018 Series A Bonds to be redeemed, plus accrued interest to the Redemption Date, which Redemption Date shall be the date of such declaration of acceleration.

(ii) The 2018 Series A Bonds are subject to mandatory redemption, in whole or in part, without notice, upon a declaration of acceleration by the Trustee as a remedy for an Event of Termination hereunder, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2018 Series A Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date, which Redemption Date shall be the date of such declaration of acceleration.

(I) During any Term Rate Period (other than during the Initial Term Rate Term) or the Fixed Rate Period, the 2018 Series A Bonds shall be subject to mandatory redemption, in whole or in part, on any Interest Payment Date occurring during Term Rate Period (other than during the Initial Term Rate Term) or Fixed Rate Period, as the case may be, if and to the extent amounts are transferred from the Principal Reserve Fund to the Redemption Account on the 25th day (or, if such date is not a Business Day, the next succeeding Business Day) of the second month preceding such Interest Payment Date during the Fixed Rate Period or Term Rate Period (other than during the Initial Term Rate Term), as provided in Section 5.7(D) of the Resolution, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2018 Series A Bonds to be redeemed, plus accrued interest to the Redemption Date.

(J) During the Initial Term Rate Term, the 2018 Series A Bonds shall be subject to mandatory redemption, in whole or in part, on each Interest Payment Date, if and to the extent amounts are transferred from the Principal Reserve Fund to the Redemption Account on the immediately preceding [] as provided in Section 5.7(E) of the Resolution at a Redemption Price equal to 100% of the principal amount of the 2018 Series A Bonds to be redeemed plus accrued interest to the Redemption Date

(K) During a Daily Rate Period, a Weekly Rate Period or an Index Rate Period, the 2018 Series A Bonds shall be subject to mandatory redemption, in whole or in part, on the first Business Day of December of each year, if and to the extent amounts are transferred from the Principal Reserve Fund to the Redemption Account on the immediately preceding November 1 (or, if such day is not a Business Day, the next succeeding Business Day), as provided in Section 5.7(C) of the Bond Resolution, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2018 Series A Bonds or portion thereof to be redeemed, plus accrued interest to the Redemption Date.

(L) If, upon the conversion of the interest rate on the 2018 Series A Bonds, the Corporation shall, in accordance with Section 701(D) of this Appendix A, have established a schedule of redemptions through application of Sinking Fund Payments as provided in Section 5.4(F) of the Bond Resolution, during the Fixed Rate Period, the 2018 Series A Bonds shall be redeemed in part through application of Sinking Fund Payments as provided in said Section 5.4(F) at the times and in the amounts set forth in such schedule (subject to the provisions of Sections 5.4(E) and 5.5(B) of the Bond 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 2018 Series A Bond or portion thereof to be redeemed, together with interest accrued to the Redemption Date.

(M) Notwithstanding anything to the contrary contained this Appendix A or in the Bond Resolution, in the event of a remarketing of the 2018 Series A Bonds on a private

placement or direct sale basis pursuant to a Private Placement or Direct Sale Remarketing Purchase Contract, the 2018 Series A Bonds shall be subject to redemption as determined by an Authorized Officer of the Corporation and set forth in a Certificate delivered to the Trustee on the date of remarketing.

Section 103. Method of Payment. The principal or Redemption Price, if any, of the 2018 Series A Bonds shall be payable at the Principal Office of the Trustee in New York, New York, or at the office designated for such payment of any successor. Interest on the 2018 Series A 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. Upon written direction of the owner of \$1,000,000 or more principal amount of Outstanding 2018 Series A Bonds, the Trustee shall provide for wire transfer to or at the direction of such owner of all payments of interest due on the 2018 Series A Bonds so held.

Section 104. Of Change Dates. (A) No change in the method of determining the interest rate on the 2018 Series A Bonds shall be made unless the Trustee has received, at least thirty (30) days prior to the Change Date (or such shorter period as shall be acceptable to the Trustee for its convenience), a Certificate of an Authorized Officer of the Mortgagor specifying (a) the date which is to be the Interest Method Change Date (which date shall comply with the provisions of Sections 201, 301, 401, 601 or 701, as applicable), (b) the method of determining the interest rate which shall take effect on such date, (c) in the case of an Index Rate, whether the 2018 Series A Bonds will bear interest at the LIBOR Index Rate, the MMD Index Rate or the SIFMA Index Rate, as described in Section 401 hereof, and (d) in the case of a Term Rate, the length of the Term Rate Term.

(B) Subject to the provisions of subsections (C) and (D) of this Section 104, the Corporation reserves the right (1) to make provision for or cause the replacement of any Credit Facility or Mortgage Purchase Agreement; provided, however, that during any Daily Rate Period, Weekly Rate Period, Index Rate Period, or Term Rate Period (except in the event of a remarketing on a private placement or direct sale basis pursuant to a Private Placement or Direct Sale Remarketing Purchase Contract which is approved by the Members of the Corporation), a Credit Facility or Mortgage Purchase Agreement must be in effect with respect to the 2018 Series A Bonds, and (2) during the Fixed Rate Period, or in the event of a remarketing on a private placement or direct sale basis pursuant to a Private Placement or Direct Sale Remarketing Purchase Contract which is approved by the Members of the Corporation, only, to provide neither a Credit Facility nor a Mortgage Purchase Agreement.

(A) The Corporation may not exercise its right to make provision for a Credit Facility or cause the replacement of any Credit Facility or Mortgage Purchase Agreement, unless the Corporation has provided the Trustee with the following: (1) an opinion of counsel to the obligor under such Credit Facility or the Obligor under such Mortgage Purchase Agreement, addressed to the Trustee, stating that such Credit Facility or Mortgage Purchase Agreement constitutes a legal, valid and binding obligation of such obligor and is enforceable in accordance with its terms (except as enforceability thereof may be limited by applicable laws for the relief of debtors and by general principles of equity which permit the exercise of judicial discretion), (2) if a Credit Facility is being provided, a letter from at least one nationally recognized rating agency to the effect that the applicable Credit Facility will provide the 2018 Series A Bonds with

an investment grade rating, (4) an opinion or opinions of counsel acceptable to the Trustee and the Corporation, addressed to the Trustee and the Corporation, stating that the provision of such Credit Facility will not subject the 2018 Series A Bonds or such Credit Facility to the registration requirements of the Securities Act of 1933, as amended, or the Resolution to qualification under the Trust Indenture Act of 1939, as amended, or, if such opinion or opinions are not provided, then receipt by the Trustee of satisfactory evidence as to the registration of the 2018 Series A Bonds and the Credit Facility under the Securities Act of 1933, as amended, and the qualification of the Resolution under the Trust Indenture Act of 1939, as amended, and (5) an amount sufficient to pay all costs incurred by the Trustee and the Corporation in connection with the provision of such Credit Facility.

(C) The Corporation may elect to provide no Credit Facility or Mortgage Purchase Agreement during the Fixed Rate Period or, in the event of a remarketing on a private placement or direct sale basis pursuant to a Private Placement or Direct Sale Remarketing Purchase Contract which is approved by the Members of the Corporation, at any time, if the Corporation provides to the Trustee evidence satisfactory to the Trustee that the 2018 Series A Bonds will be rated in a category not lower than the "A" category by at least one national rating agency, or that the 2018 Series A Bonds as thus secured are secured on a basis comparable to that of other obligations of the Corporation then being offered in the public markets by the Corporation; provided, however, that no rating shall be required in the event of a remarketing on a private placement or direct sale basis pursuant to a Private Placement or Direct Sale Remarketing Purchase Contract which is approved by the Members of the Corporation.

(D) (E) No Interest Method Change Date or Facility Change Date described in clause (i) of the definition thereof shall occur unless the Trustee has received on or prior to such date (1) a Certificate of an Authorized Officer of the Credit Facility Provider, evidencing consent to such change by the Credit Facility Provider if a Credit Facility is then in effect and, if necessary, an amendment to such Credit Facility conforming such Credit Facility to the requirements of this Resolution applicable to such instrument from and after the Interest Method Change Date, together with the items specified in subsection (C)(2) of this Section 104, or provision for the issuance of another Credit Facility or Mortgage Purchase Agreement meeting the requirements of this Resolution, in which case the Interest Method Change Date shall also be a Facility Change Date, and all provisions hereof relating to the provision of a Credit Facility or Mortgage Purchase Agreement shall be applicable; provided, however, that if the interest rate on the 2018 Series A Bonds is to be changed to the Fixed Rate, and the Corporation decides to exercise its election pursuant to subsection (D) of this Section 104, no such consent or Credit Facility shall be required, and (2) in the case of an Interest Method Change Date, (a) on or prior to such date the Remarketing Agent shall have given notice to the Trustee, Servicer, Corporation and Credit Facility Provider to the effect that all 2018 Series A Bonds have been remarketed at the newly determined interest rate pursuant to this Appendix A, and (b) any necessary amendments or replacements of the Remarketing Agreement and the Tender Agent Agreement have been effected.

(E) (1) If (a) a notice of an Interest Method Change Date has been given in accordance with Section 801 of this Appendix A and (b) any of the conditions precedent to an Interest Method Change Date set forth in this Section 104 have not been satisfied, then, (i) the new method of determining the interest rate on the 2018 Series A Bonds shall not take effect, (ii) the 2018 Series A Bonds shall be subject to mandatory tender on the proposed Interest Method

Change Date and the holders of the 2018 Series A Bonds shall not have the right to retain their 2018 Series A Bonds and (iii) if the interest rate on the 2018 Series A Bonds had been the Daily Rate or the Weekly Rate immediately prior to the proposed Interest Method Change Date, the interest rate on the 2018 Series A Bonds shall remain in the Daily Rate or Weekly Rate, as the case may be, on the proposed Interest Method Change Date, without any further action by any party; and (v) if the 2018 Series A Bonds had been in a Term Rate Period immediately prior to the proposed Interest Method Change Date, the interest rate on the 2018 Series A Bonds shall be adjusted automatically to the Weekly Rate so long as a Credit Facility is in effect that permits draws in respect of the Mandatory Purchase Provision and the Demand Purchase Option; provided that if said condition cannot be satisfied, the interest rate on the 2018 Series A Bonds shall be adjusted to a new Term Rate for the shortest Term Rate Term which would allow the Remarketing Agent to remarket the 2018 Series A Bonds at par with the 2018 Series A Bonds bearing interest at the lowest possible rate but in no event higher than (i) the per annum interest rate stated to be the Credit Facility Provider's underwriting rate in a Certificate of an Authorized Officer of the Corporation delivered to the Trustee on such Interest Method Change Date, or (ii) in the absence of such a Certificate or if a Credit Facility is not in effect, the Term Rate previously in effect, on the proposed Interest Method Change Date, without any further action by any party other than the remarketing of the 2018 Series A Bonds; provided, that in no event shall such Term Rate Term end later than the earlier of the maturity date of the 2018 Series A Bonds or the expiration date of the Credit Facility.

Section 105. Failure to Satisfy Conditions to Interest Method Change Date. If (a) a notice of an Interest Method Change Date has been given in accordance with Section 801 of this Appendix A and (b) any of the conditions precedent to an Interest Method Change Date set forth in Section 104 above have not been satisfied, then,

- (i) the new interest method mode shall not take effect;
- (ii) the 2018 Series A Bonds shall be subject to mandatory tender on the proposed Interest Method Change Date and the holders of the 2018 Series A Bonds shall not have the right to retain their 2018 Series A Bonds;
- (iii) if the interest rate on the 2018 Series A Bonds had been the Daily Rate or the Weekly Rate immediately prior to the proposed Interest Method Change Date, the interest rate on the 2018 Series A Bonds shall remain in the Daily Rate or Weekly Rate, as the case may be, on the proposed Interest Method Change Date, without any further action by any party; and
- (iv) if the 2018 Series A Bonds had been in a Term Rate Period immediately prior to the proposed Interest Method Change Date, the interest rate on the 2018 Series A Bonds shall be adjusted automatically to the Weekly Rate so long as a Credit Facility is in effect that permits draws in respect of the Mandatory Purchase Provision and the Demand Purchase Option; provided that if said condition cannot be satisfied, the interest rate on the 2018 Series A Bonds shall be adjusted to a new Term Rate for the shortest Term Rate Term which would allow the Remarketing Agent to remarket the 2018 Series A Bonds at par with the 2018 Series A Bonds bearing interest at the lowest possible rate but in no event higher than (i) the per annum interest rate stated to be the Credit Facility Provider's underwriting rate in a Certificate of an Authorized Officer of the Corporation

delivered to the Trustee on such Interest Method Change Date, or (ii) in the absence of such a Certificate or if a Credit Facility is not in effect, the Term Rate previously in effect, on the proposed Interest Method Change Date, without any further action by any party other than the remarketing of the 2018 Series A Bonds; provided, that in no event shall such Term Rate Term end later than the earlier of the maturity date of the 2018 Series A Bonds or the expiration date of the Credit Facility.

Section 106. Notice of Prepayment of the Mortgage Loan in Full. During any Daily Rate Period or Weekly Rate Period, not later than ten (10) days after receipt by the Corporation of a notice from the Mortgagor pursuant to the Loan Agreement of the Mortgagor's election to prepay, in full, the Mortgage Loan, the Corporation shall give notice of such election to the Trustee, specifying the date on which such prepayment is to occur (which shall be the date specified for such prepayment by the Mortgagor) and directing the Trustee to carry out a purchase of all 2018 Series A Bonds pursuant to Section 801 of this Appendix A on the date so specified.

Section 107. Book-Entry Provisions. (A) Except as provided in subsection (C) of this Section 107, the registered owner of all of the 2018 Series A Bonds shall be Cede & Co., as nominee for DTC and such 2018 Series A Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest for any such 2018 Series A 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 2018 Series A Bonds at the address indicated for Cede & Co. in the registry books of the Corporation kept by the Trustee.

(B) The 2018 Series A Bonds shall be issued in the form of separate single authenticated fully registered Bonds in the amount of each separate stated maturity and "CUSIP" number of the 2018 Series A Bonds. The ownership of the 2018 Series A Bonds shall be registered in the registry books of the Corporation kept by the Trustee in the name of Cede & Co., as nominee of DTC. The Trustee and the Corporation may treat DTC (or its nominee) as the sole and exclusive owner of the 2018 Series A Bonds registered in its name for the purposes of payment of the principal or Redemption Price of or interest on the 2018 Series A Bonds, selecting the 2018 Series A Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to owners of the 2018 Series A Bonds under the Bond Resolution, registering the transfer of such 2018 Series A Bonds, obtaining any consent or other action to be taken by owners of the 2018 Series A Bonds and for all other purposes whatsoever, and neither the Trustee nor the Corporation shall be affected by any notice to the contrary; provided, however, that notwithstanding the provisions hereinabove, the Tender Agent shall accept any notice pursuant to Section 802 of this Appendix A from any Beneficial Owner of any 2018 Series A Bond but shall make payment of the Purchase Price thereof only to the registered owner of such 2018 Series A Bond. The Trustee and the Corporation shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the 2018 Series A Bonds under or through DTC or any Participant, or any other person which is not shown on the registration books of the Trustee as being an owner of the 2018 Series A Bonds, with respect to the accuracy of any records maintained by DTC or any Participant; the payment of DTC or any Participant of any amount in respect of the principal or Redemption Price of or interest on the 2018 Series A Bonds; any notice which is permitted or required to be given to owners of the 2018 Series A Bonds under the Bond Resolution; the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the 2018

Series A Bonds; or any consent given or other action taken by DTC as owner of the 2018 Series A Bonds. The Trustee shall pay all principal of, and premium, if any, and interest on the 2018 Series A Bonds only to or “upon the order of” Cede & Co., as nominee for DTC (as that term is used in the Uniform Commercial Code as adopted in the State), and all such payments shall be valid and effective to fully satisfy and discharge the Corporation’s obligations with respect to the principal of, and premium, if any, and interest on the 2018 Series A Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated 2018 Series A Bond for each separate stated maturity evidencing the obligation of the Corporation to make payments of principal of and premium, if any, and interest on the 2018 Series A Bonds pursuant to the Bond 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 the Bond 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 2018 Series A Bond certificates, the Corporation shall notify DTC and the Trustee, whereupon DTC will notify the Participants, of the availability through DTC of the 2018 Series A Bond certificates. In such event, the Corporation shall issue, and the Trustee shall authenticate, transfer and exchange, 2018 Series A Bond certificates as requested by DTC and any other 2018 Series A Bond owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the 2018 Series A Bonds at any time by giving notice to the Corporation and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the Corporation and the Trustee shall be obligated to deliver 2018 Series A Bond certificates as described in the Bond Resolution. In the event 2018 Series A Bond certificates are issued, the provisions of the Bond 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 2018 Series A Bonds to any DTC Participant having 2018 Series A Bonds credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the 2018 Series A Bonds. During the Initial Term Rate Term, the Corporation shall not discontinue the use of DTC as the securities depository without the consent of the Obligor.

(D) Notwithstanding any other provision of the Bond Resolution (except subsection (F) below) to the contrary, so long as any 2018 Series A 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 2018 Series A Bond and all notices with respect to and surrender or delivery of such 2018 Series A Bond shall be made and given, respectively, to or by DTC as provided in the Letter of Representations. Bondholders shall have no lien or security interest in any rebate or refund paid by DTC to the Trustee which arises from the payment by the Trustee of principal of or interest on the 2018 Series A Bonds in immediately available funds to DTC.

(E) In connection with any notice or other communication to be provided to 2018 Series A Bond owners pursuant to the Bond Resolution by the Corporation or the Trustee with respect to any consent or other action to be taken by 2018 Series A Bond owners, the

Corporation or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible. Notice to DTC shall be given only when DTC under this subsection (E) is the sole Bond owner of the 2018 Series A Bonds.

(F) Notwithstanding any other provision of the Bond Resolution to the contrary, so long as any 2018 Series A Bond is held in book-entry form, such 2018 Series A Bond need not be delivered in connection with any tender pursuant to Chapter 8 of this Appendix A, and all references in said Chapter 8 to physical delivery of 2018 Series A Bonds shall be ineffective. In such case, payment of the Purchase Price in connection with such tender shall be made to the registered owner of such 2018 Series A Bonds on the date designated for such payment, without further action by the Beneficial Owner who delivered notice, and, notwithstanding the provisions of said Chapter 8, transfer of beneficial ownership shall be made in accordance with the procedures of DTC.

(G) The foregoing provisions of this Section 107 shall not apply to the 2018 Series A Bonds during the Initial Term Rate Term without the express written consent of the Corporation and the Obligor and, during the Initial Term Rate Term, the 2018 Series A Bonds shall be in definitive certificated form, registered in the name of the Holder thereof or as directed by such Holder.

CHAPTER 2

PROVISIONS OF 2018 SERIES A BONDS DURING DAILY RATE PERIOD

Section 201. Interest Rate Determination. (A) At such time on or after [December __, 2020][January __, 2021] as shall be designated by the Mortgagor, with the consent of the Credit Facility Provider pursuant to the Loan Agreement and in accordance with the terms hereof and the terms of the Commitment, for a change of the interest rate on the 2018 Series A Bonds to the Daily Rate until the earlier of the next succeeding Interest Method Change Date or the final maturity or redemption in whole of the 2018 Series A Bonds, the 2018 Series A Bonds shall bear interest at the Daily Rate determined in accordance with this Section 201.

(B) During a Daily Rate Period, the 2018 Series A Bonds shall bear interest at the Daily Rate. The Daily Rate shall be the lowest interest rate, not exceeding the Maximum Rate, which, as of the date of determination and under prevailing market conditions, would result as nearly as practicable in the market price for the 2018 Series A Bonds during a Daily Rate Term being one hundred percent (100%) of the principal amount thereof, such interest rate to be determined as follows; provided, however, that in the event of a remarketing on a private placement or direct sale basis, the Daily Rate shall be the rate for the 2018 Series A Bonds determined by an Authorized Officer of the Corporation and set forth in a Certificate delivered to the Trustee on the date of remarketing pursuant to the Private Placement or Direct Sale Remarketing Purchase Contract. The Remarketing Agent or the Corporation, as the case may be, shall determine the Daily Rate not later than 10:00 a.m., New York City time, on the Business Day of the commencement of the Daily Rate Term to which it relates. The Remarketing Agent or the Corporation, as the case may be, shall immediately give notice of the determination of any Daily Rate pursuant to this Section 201 to the Corporation, the Mortgagor, the Trustee, the Tender Agent and the Credit Facility Provider or the Obligor, as the case may be, by telecopy or other similar means of electronic communication or by such other method of communication as shall be mutually agreed upon by the Remarketing Agent or the Corporation, as the case may be, and the recipients of such notice.

(C) On the Business Day immediately following the establishment of a Daily Rate Period for the 2018 Series A Bonds, the Trustee shall deliver or mail by first-class mail, postage prepaid, to the owner of each 2018 Series A Bond at the address shown on the registration books of the Corporation, a notice stating that from and after the effective date of such Daily Rate Period the 2018 Series A Bonds will bear interest at the Daily Rate for the duration of the applicable Daily Rate Period. Such notice shall further specify the name, address and telephone number of the person or persons from whom information with respect to the Daily Rate for each succeeding Daily Rate Term may be obtained.

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

(E) If for any reason the position of Remarketing Agent is vacant or the Remarketing Agent or the Corporation, as the case may be, fails in the performance of its duty to determine the Daily Rate for any Daily Rate Term, the Daily Rate for such Daily Rate Term shall be the Daily Rate determined by the Remarketing Agent or the Corporation, as the case may be,

that was in effect for the immediately preceding Daily Rate Term, if applicable. If for any reason the position of the Remarketing Agent is vacant or the Remarketing Agent or the Corporation, as the case may be, fails in the performance of its duty to determine the Daily Rate for any Daily Rate Term and no Daily Rate was determined by the Remarketing Agent or the Corporation, as the case may be, for the immediately preceding Daily Rate Term or the Daily Rate is held to be invalid or unenforceable by a court of law, as set forth in a written notice from the Corporation to the Trustee, the Daily Rate for such Daily Rate Term shall be determined by the Trustee and shall be [] percent ([]%) of the most recent seven-day The Securities Industry and Financial Markets Association Municipal Swap Index published in *The Bond Buyer* or otherwise made available to the Trustee for such day, or if such index is no longer available, or no such index was so made available for such day, one hundred percent (100%) of the interest rate on 30-day high grade unsecured commercial paper notes sold through dealers by major corporations as reported in *The Wall Street Journal* or *The Bond Buyer* on the day the Daily Rate would otherwise be determined as provided herein for such Daily Rate Term. Notwithstanding the foregoing, if the Credit Facility Provider fails to honor a draw under the Credit Facility to pay the Purchase Price for any 2018 Series A Bond tendered pursuant to Section 801 or 802 hereof and not remarketed, the interest rate on such 2018 Series A Bond shall be the Maximum Rate.

(F) Any determination of any interest rate pursuant to this Section 201 shall be conclusive and binding upon the Trustee, the Tender Agent, the Remarketing Agent, the Corporation, the Mortgagor, the Credit Facility Provider or the Obligor, as the case may be, and the owners of the 2018 Series A Bonds.

Section 202. Purchase Provisions. During a Daily Rate Period, the 2018 Series A Bonds shall contain the Mandatory Purchase Provision and the Demand Purchase Option.

CHAPTER 3

PROVISIONS OF 2018 SERIES A BONDS DURING WEEKLY RATE PERIOD

Section 301. Interest Rate Determination. (A) At such time on or after [December __, 2020][January __, 2021] as shall be designated by the Mortgagor, with the prior written consent of the Credit Facility Provider, pursuant to the Loan Agreement and in accordance with the terms hereof and the terms of the Commitment, for a change of the interest rate on the 2018 Series A Bonds to the Weekly Rate until the earlier of the next succeeding Interest Method Change Date or the final maturity or redemption in whole of the 2018 Series A Bonds, the 2018 Series A Bonds shall bear interest at the Weekly Rate determined in accordance with this Section 301.

(B) During a Weekly Rate Period, the 2018 Series A Bonds shall bear interest at the Weekly Rate. The Weekly Rate shall be the lowest interest rate, not exceeding the Maximum Rate, which, as of the date of determination and under prevailing market conditions, would result as nearly as practicable in the market price for the 2018 Series A Bonds on the Weekly Effective Rate Date being one hundred percent (100%) of the principal amount thereof, such interest rate to be determined as follows; provided, however, that in the event of a remarketing on a private placement or direct sale basis, the Weekly Rate shall be the rate for the 2018 Series A Bonds determined by an Authorized Officer of the Corporation and set forth in a Certificate delivered to the Trustee on the date of remarketing pursuant to the Private Placement or Direct Sale Remarketing Purchase Contract. The Remarketing Agent or the Corporation, as the case may be, shall determine the Weekly Rate not later than 4:00 p.m., New York City time, on the Business Day immediately preceding the Weekly Effective Rate Date for each Weekly Rate Term. The Remarketing Agent shall immediately give notice of the determination of any Weekly Rate pursuant to this Section 301 by telecopy or other similar electronic means of communication, or by telephone promptly followed by written notice mailed by first-class mail, postage prepaid, to the Corporation, the Mortgagor, the Trustee, the Tender Agent and the Credit Facility Provider or the Obligor, as the case may be.

(C) On the Business Day immediately following the establishment of any Weekly Rate Period, the Trustee shall deliver or mail by first-class mail, postage prepaid or by facsimile transmission or other similar electronic means, to the owner of each 2018 Series A Bond at the address shown on the registration books of the Corporation, a notice stating the Weekly Rate to be borne by the 2018 Series A Bonds, and that from and after the Weekly Effective Rate Date the 2018 Series A Bonds will bear interest at the Weekly Rate for the duration of the applicable Weekly Rate Period. Such notice shall further specify the name, address and telephone number of the person or persons from whom information with respect to the Weekly Rate for each succeeding Weekly Rate Term may be obtained.

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

(E) If for any reason the position of Remarketing Agent is vacant or the Remarketing Agent or the Corporation, as the case may be, fails in the performance of its duty to determine the Daily Rate for any Daily Rate Term, the Daily Rate for such Daily Rate Term shall be the Daily Rate determined by the Remarketing Agent or the Corporation, as the case may be,

that was in effect for the immediately preceding Daily Rate Term, if applicable. If for any reason the position of the Remarketing Agent is vacant or the Remarketing Agent or the Corporation, as the case may be, fails in the performance of its duty to determine the Daily Rate for any Daily Rate Term and no Daily Rate was determined by the Remarketing Agent or the Corporation, as the case may be, for the immediately preceding Daily Rate Term or the Daily Rate is held to be invalid or unenforceable by a court of law, as set forth in a written notice from the Corporation to the Trustee, the Weekly Rate for such Weekly Rate Term shall be determined by the Trustee and shall be [____] percent ([__]%) of the most recent seven-day The Securities Industry and Financial Markets Association Municipal Swap Index published in The Bond Buyer or otherwise made available to the Trustee, or if such index is no longer available, or no such index was so made available for such day, one hundred percent (100%) of the interest rate on 30-day high grade unsecured commercial paper notes sold through dealers by major corporations as reported in The Wall Street Journal or The Bond Buyer on the day the Weekly Rate would otherwise be determined as provided herein for such Weekly Rate Term. Notwithstanding the foregoing, if the Credit Facility Provider fails to honor a draw under the Credit Facility to pay the Purchase Price for any 2018 Series A Bond tendered pursuant to Section 801 or 802 hereof and not remarketed, the interest rate on such 2018 Series A Bond shall be the Maximum Rate.

(F) Any determination by the Remarketing Agent (or, if the Remarketing Agent fails to so determine, then by the Trustee) of any interest rate pursuant to this Section 301 shall be conclusive and binding upon the Trustee, the Tender Agent, the Remarketing Agent, the Corporation, the Mortgagor or the Obligor, as the case may be, the Credit Facility Provider and the owners of the 2018 Series A Bonds, as the case may be.

Section 302. Purchase Provisions. During a Weekly Rate Period, the 2018 Series A Bonds shall contain the Mandatory Purchase Provision and the Demand Purchase Option.

CHAPTER 4

PROVISIONS OF 2018 SERIES A BONDS DURING INDEX RATE PERIOD

Section 401. Interest Rate Provisions. (A) At such time on or after [December __, 2020][January __, 2021] as shall be designated by the Mortgagor, with the consent of the Credit Facility Provider, pursuant to the Loan Agreement and in accordance with the terms hereof and the terms of the Commitment, for a change of the interest rate on the 2018 Series A Bonds to the Index Rate until the earlier of the next succeeding Interest Method Change Date or the final maturity or redemption in whole of the 2018 Series A Bonds, and at such time thereafter as shall be designated by the Mortgagor, with the consent of the Credit Facility Provider pursuant to the Loan Agreement and in accordance with the terms hereof and the terms of the Commitment, and until the earlier of the next Interest Method Change Date or the final maturity or redemption of the 2018 Series A Bonds, the 2018 Series A Bonds shall bear interest at the Index Rate determined in accordance with this Section 401.

(B) For the purposes of this Chapter 4, the following words and terms shall have the following meanings:

“LIBOR” shall mean the London interbank offered rate as now administered by ICE Benchmark Administration Limited (“ICE”) for deposits in U.S. dollars having a maturity of one month commencing on the LIBOR Determination Date (the “Index Maturity”) which appears on the Reuters Screen LIBOR01 Page as of 11:00 A.M., London time, on such LIBOR Determination Date. If such rate does not appear on the Reuters Screen LIBOR01 Page but ICE has not generally ceased setting and publishing the London interbank offered rate, then the rate for that day will be determined on the basis of the rates at which deposits in U.S. dollars, having the Index Maturity and in a principal amount of not less than U.S. \$1,000,000, are offered at approximately 11:00 A.M., London time, on such LIBOR Determination Date to prime banks in the London interbank market by the Reference Banks. The Trustee will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that day will be the arithmetic mean of the quotations. If fewer than two quotations are provided, the rate for that day will be the arithmetic mean of the rates quoted by major banks in New York City, selected by the Trustee, at approximately 11:00 A.M., New York City time, on such LIBOR Determination Date for loans in U.S. dollars to leading European banks having the Index Maturity and in a principal amount equal to an amount of not less than U.S. \$1,000,000. In the event ICE ceases to set or publish the London interbank offered rate, the Trustee will use the industry-designated alternative index for the one (1) month London interbank offered rate, as determined by the Trustee with the written consent of the Credit Facility Provider (if any), and such alternative index will constitute LIBOR. If there is no such industry-designated alternative index (or if a Credit Facility is in effect and the Credit Facility Provider does not consent to such determination by the Trustee), the rate for that day shall equal LIBOR as last determined.

“LIBOR Determination Date” shall mean the second business day preceding each Thursday of each week. For the purpose of calculating LIBOR, a “business day” is any day on which banks in London and New York City are open for the transaction of international business.

“LIBOR Index Rate” shall mean the rate of interest determined on the LIBOR Determination Date by the Trustee for the period commencing on the Thursday immediately succeeding the LIBOR Determination Date through and including the following Wednesday (or any earlier Interest Method Change Date or the final maturity or redemption in whole of the 2018 Series A Bonds), which is equal to the sum of (i) eighty percent (80%) of LIBOR (rounded upward to the fifth decimal place) plus (ii) the Spread; provided, however, that in no event shall the Index Rate exceed the Maximum Rate.

“MMD Index Rate” shall mean mean the rate of interest determined by the Trustee on [____], for the period commencing on [____] through and including [____], equal to the index of tax-exempt fixed rate issues known as Municipal Market Data General Obligation, AAA Index, with a designated maturity most closely approximating the period of time [for which the MMD Index Rate may apply], as most recently published by Municipal Market Data, a Thomson Financial Services Company, or its successors, plus the Spread; provided, however, that in no event shall the MMD Index Rate exceed the Maximum Rate.

“SIFMA” shall mean the Securities Industry & Financial Markets Association (formerly The Bond Markets Association), and any successor thereto.

“SIFMA Index Rate” shall mean the rate of interest determined by the Trustee on the Wednesday of each week (or, if such day is not a Business Day, the immediately preceding Business Day) after 4:00 p.m., New York City time, for the period commencing on the immediately succeeding Thursday through and including the following Wednesday equal to the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by SIFMA or any person acting in cooperation with or under the sponsorship of SIFMA, plus the Spread.

“Spread” with respect to an Index Rate Period shall mean the per annum percentage, determined by an Authorized Officer of the Corporation on the LIBOR Determination Date preceding the Interest Method Change Date that is the first day of the Index Rate Period (in the case of a change to the LIBOR Index Rate), or on the Interest Method Change Date that is the first day of the Index Rate Period (in the case of a change to the MMD Index Rate or the SIFMA Index Rate), and set forth in a Certificate delivered to the Trustee on such Interest Method Change Date, that would cause the Index Rate to equal the lowest interest rate, not exceeding the Maximum Rate, which, as of such date of determination and under prevailing market conditions, would result as nearly as practicable in the market price for the 2018 Series A Bonds on such Interest Method Change Date being one hundred percent (100%) of the principal amount thereof.

(C) During an Index Rate Period, the 2018 Series A Bonds shall bear interest at the LIBOR Index Rate, the MMD Index Rate or the SIFMA Index Rate, as determined by an Authorized Officer of the Corporation on the applicable Interest Method Change Date and set forth in a Certificate delivered to the Trustee on such Interest Method Change Date. The Index Rate shall be determined in accordance with subsection (B) of this Section 401, and the Index Rate so determined shall be in effect from the immediately succeeding Thursday through and including the following Wednesday (or any earlier Interest Method Change Date or the final maturity or redemption in whole of the 2018 Series A Bonds).

(D) During any Index Rate Period, interest on the 2018 Series A Bonds shall be payable on the first Business Day of each calendar month, with respect to the 2018 Series A Bonds bearing interest at the LIBOR Index Rate or the SIFMA Index Rate, or the first Thursday of each calendar month, with respect to the 2018 Series A Bonds bearing interest at the MMD Index Rate, on any Change Date with respect thereto and on the final maturity date of the 2018 Series A Bonds. During any Index Rate Period, interest on the 2018 Series A Bonds shall be computed on the basis of a 365 or 366-day year, actual number of days elapsed, with respect to the 2018 Series A Bonds bearing interest at the LIBOR Index Rate or the SIFMA Index Rate, and on the basis of a 360-day year of twelve 30-day months, with respect to the 2018 Series A Bonds bearing interest at the MMD Index

(E) If for any reason the Index Rate established in the manner specified in this Section 401 is held to be invalid or unenforceable by a court of law, as set forth in a written notice from the Corporation to the Trustee, or if the Trustee fails in the performance of its duty to determine the Index Rate, the Index Rate shall be the interest rate in effect on the preceding day.

(F) No later than (i) 4:00 p.m., New York City time, on the date of such determination (except in the case of the SIFMA Index Rate) and (ii) 12:00 p.m., New York City time, on Thursday of each week (or, if such day is not a Business Day, the next succeeding Business Day) (in the case of the SIFMA Index Rate), the Trustee shall give notice of the Index Rate for the 2018 Series A Bonds to the Corporation, the Mortgagor, the Tender Agent, the Remarketing Agent and the Credit Facility Provider or the Obligor, as the case may be, by telecopy or other similar means of electronic communication or by such other method of communication as shall be mutually agreed upon by the Trustee and the recipients of such notice, and to each owner of the 2018 Series A Bonds who has filed its name and address with the Trustee for such purpose.

(G) Any determination of any interest rate pursuant to this Section 401 shall be conclusive and binding upon the Trustee, the Tender Agent, the Remarketing Agent, the Corporation, the Mortgagor, the Credit Facility Provider or the Obligor, as the case may be, and the owners of the 2018 Series A Bonds.

Section 402. Purchase Provisions. During an Index Rate Period, the 2018 Series A Bonds shall contain the Mandatory Purchase Provision.

CHAPTER 5
[RESERVED]

CHAPTER 6

PROVISIONS OF 2005 SERIES A BONDS DURING TERM RATE PERIOD

Section 601. Interest Rate Provisions. (A) From the date of issuance and delivery of the 2018 Series A Bonds, and at such time as shall be designated by the Mortgagor pursuant to the Loan Agreement, with the prior written consent of the Credit Facility Provider and in accordance with the terms hereof and of the Commitment (each a "Term Rate Start Date"), until the earlier of the next Interest Method Change Date or the final maturity or redemption in whole of the 2018 Series A Bonds, and at such time thereafter as shall be designated by the Mortgagor, with the consent of the Credit Facility Provider pursuant to the Loan Agreement and in accordance with the terms hereof and the terms of the Commitment, and until the earlier of the next Interest Method Change Date or the final maturity or redemption of the 2018 Series A Bonds (also a "Term Rate Start Date"), the 2018 Series A Bonds shall bear interest at the Term Rate determined in accordance with this Section 601.

(B) During a Term Rate Period the 2018 Series A Bonds shall bear interest at the Term Rate. The Term Rate shall be the lowest interest rate, not exceeding the Maximum Rate, which, as of the date of determination and under prevailing market conditions, would result as nearly as practicable in the market price for the 2018 Series A Bonds on the Term Rate Start Date (or subsequent Interest Adjustment Date, as the case may be) being one hundred percent (100%) of the principal amount thereof, such interest rate to be determined as follows; provided, however, that the Term Rate for the 2005 Series A Bonds for the Initial Term Rate Term shall be [] percent ([]%) per annum; provided further, however, that in the event of a remarketing on a private placement or direct sale basis, the Term Rate shall be the rate for the 2005 Series A Bonds determined by an Authorized Officer of the Corporation and set forth in a Certificate delivered to the Trustee on the date of remarketing pursuant to the Private Placement or Direct Sale Remarketing Purchase Contract. The Remarketing Agent or the Corporation, as the case may be, shall determine a separate Term Rate for each Series of the 2018 Series A Bonds not later than 4:00 p.m., New York City time, on the second Business Day immediately preceding the Term Rate Start Date and such determination shall be conclusive and binding upon the Trustee, the Tender Agent, the Corporation, the Mortgagor, the Credit Facility Provider or the Obligor, as the case may be, the Remarketing Agent and the owners of the 2018 Series A Bonds to which such Term Rate shall be applicable. The Term Rate shall be communicated immediately by the Remarketing Agent or the Corporation, as the case may be, by telecopy or other similar electronic means of communication, or by telephone promptly followed by written notice mailed by first-class mail, postage prepaid, to the Trustee, the Credit Facility Provider or the Obligor, as the case may be, the Tender Agent, the Servicer, the Mortgagor and the Corporation, such communication to be received not later than 4:00 p.m., New York City time, on the day such Term Rate is determined.

(C) Notice of each Term Rate shall be prepared by the Trustee for mailing by the Tender Agent, and shall be sent by the Tender Agent by first-class mail, postage prepaid, to each owner of 2018 Series A Bonds and the Credit Facility Provider or the Obligor, as the case may be within seven (7) days after such Term Rate is determined pursuant to Section 601(B) above.

(D) . The Term Rate Term is the period commencing on the Term Rate Start Date and ending on the day preceding (i) with respect to the Initial Term Rate Term, [December __, 2033][January __, 2034] (the “Initial Adjustment Date”), and (ii) with respect to any other Term Rate Term, (a) the six-month anniversary thereof or (b) such later anniversary as corresponds to the integral multiple of six months selected by the Mortgagor, with the prior written consent of the Credit Facility Provider, as the Term Rate Term. Subsequent Term Rate Terms of six months or such integral multiples of six months as may be designated by the Mortgagor, with the approval of the Credit Facility Provider, shall commence on the Initial Adjustment Date and on such anniversary of the Term Rate Start Date following the end of the preceding Term Rate Term (the Initial Adjustment Date and each such anniversary, each an “Interest Adjustment Date”) unless the interest rate on the 2018 Series A Bonds shall be converted to a Daily Rate, Weekly Rate, Index Rate or to the Fixed Rate pursuant to the provisions of this Resolution or the 2018 Series A Bonds mature or are redeemed in whole on such date. Notwithstanding the foregoing, (a) the Mortgagor may not select a Term Rate Term longer than the time remaining to the earlier of (i) the remaining term of the Credit Facility or Mortgage Purchase Agreement or (ii) the final maturity of the 2018 Series A Bonds, and (b) if the Initial Adjustment Date or the anniversary of a Term Rate Start Date is a day other than a Business Day, the Initial Adjustment Date or such anniversary (as the case may be) shall be deemed to be the immediately preceding Business Day.

(E) If for any reason with respect to any Term Rate Term, other than the Initial Term Rate Term, such Term Rate cannot be established or is held to be invalid or unenforceable by a court of law, the interest rate on the 2018 Series A Bonds shall with the consent of the Credit Facility Provider be converted to the Weekly Rate, provided that until the Weekly Rate shall become effective, the 2018 Series A Bonds shall bear interest at the interest rate previously in effect.

(F) Any notice to the Trustee by the Remarketing Agent or the Corporation, as the case may be, of the Term Rate as contemplated by the foregoing subsection (B) of this Section 601 and any determination of any interest rate pursuant to subsection (E) of this Section 601 shall be conclusive and binding upon the Trustee, the Tender Agent, the Remarketing Agent, the Corporation, the Mortgagor, the Credit Facility Provider or the Obligor, as the case may be, and the owners of the 2018 Series A Bonds of the applicable Series.

Section 602. Purchase Provisions. During a Term Rate Period, the 2018 Series A Bonds shall contain the Mandatory Purchase Provision.

CHAPTER 7

PROVISIONS OF 2018 SERIES A BONDS DURING FIXED RATE PERIOD

Section 701. Interest Rate Provisions. (A) The 2018 Series A Bonds shall bear interest at the Fixed Rate determined in accordance with this Section 701 at such time on or after [December __, 2020][January __, 2021] as shall be designated by the Mortgagor pursuant to the Loan Agreement, with the prior written consent of the Credit Facility Provider and in accordance with the terms hereof and of the Commitment (the "Fixed Rate Conversion Date"), in which case the Fixed Rate shall be applicable until the final maturity or redemption in whole of the 2018 Series A Bonds.

(B) During the Fixed Rate Period, the 2018 Series A Bonds will bear interest at the Fixed Rate. The Fixed Rate shall be the lowest interest rate or rates, not exceeding the Maximum Rate, which, as of the date of determination and under prevailing market conditions, would result as nearly as practicable in the market price for the 2018 Series A Bonds on the Fixed Rate Conversion Date being one hundred percent (100%) of the principal amount thereof, such interest rate or rates to be determined as follows; provided, however, that in the event of a remarketing on a private placement or direct sale basis, the Fixed Rate shall be the rate for the 2018 Series A Bonds determined by an Authorized Officer of the Corporation and set forth in a Certificate delivered to the Trustee on the date of remarketing pursuant to the Private Placement or Direct Sale Remarketing Purchase Contract. The Remarketing Agent or the Corporation, as the case may be, shall determine the Fixed Rate not later than 4:00 p.m., New York City time, on the second Business Day immediately preceding the Fixed Rate Conversion Date and such determination shall be conclusive and binding upon the Trustee, the Tender Agent, the Corporation, the Mortgagor, the Credit Facility Provider or the Obligor, as the case may be, the Remarketing Agent, and the owners of the 2018 Series A Bonds. Such Fixed Rate shall be communicated immediately by the Remarketing Agent or the Corporation, as the case may be, by telecopy or other similar electronic means of communication, or by telephone promptly followed by written notice mailed by first-class mail, postage prepaid, to the Trustee, the Tender Agent, the Corporation, the Mortgagor, the Credit Facility Provider or the Obligor, as the case may be, and the Servicer, such communication to be received not later than 4:00 p.m., New York City time, on the date of such determination. The Trustee, within seven (7) days following the Fixed Rate Conversion Date, shall give notice thereof by first-class mail, postage prepaid, to each owner of 2018 Series A Bonds (as of the Fixed Rate Conversion Date) and the Credit Facility Provider or the Obligor, as the case may be.

(C) If for any reason such Fixed Rate cannot be established or is held to be invalid or unenforceable by a court of law, then the rate of interest on the 2018 Series A Bonds shall, with the consent of the Credit Facility Provider, be converted to the Weekly Rate, provided that until the Weekly Rate shall become effective, the 2018 Series A Bonds shall bear interest at the interest rate previously in effect. In the event the Credit Facility Provider will not consent to such conversion, the provisions of Section 105 shall apply.

(D) Upon the conversion of the rate of interest on the 2018 Series A Bonds to a Fixed Rate, the Corporation may, by notice to the Trustee, establish a schedule of principal amounts of the 2018 Series A Bonds to mature or be so subject to redemption through

application of Sinking Fund Payments as provided in Section 5.4(F) of the Bond Resolution on the dates specified by the Corporation.

Section 702. Purchase Provisions. During the Fixed Rate Period, the 2018 Series A Bonds shall contain the Mandatory Purchase Provision only if a Credit Facility or Mortgage Purchase Agreement is in effect.

CHAPTER 8

MANDATORY PURCHASE PROVISION AND DEMAND PURCHASE OPTION

Section 801. Mandatory Purchase Provisions. (A) The 2018 Series A Bonds shall be subject to mandatory tender for purchase by the owners thereof on any Change Date; provided, however, that if such Change Date shall relate to an Event of Termination pursuant to Section 10.3(A)(8) of the Bond Resolution and the Credit Facility Provider shall have directed that the mandatory tender for purchase of the 2018 Series A Bonds be for a portion of the 2018 Series A Bonds, only such portion of the 2018 Series A Bonds shall be subject to mandatory tender for purchase by the owners thereof on such Change Date, the particular 2018 Series A Bonds to be tendered to be selected by the Trustee by lot, using such method as it shall determine in its sole discretion, except that the Trustee shall not select any 2018 Series A Bond for tender which would result in any remaining 2018 Series A Bond not being in an authorized denomination as provided in Section 3.1 of the Bond Resolution. The Trustee shall deliver or mail by first-class mail a notice not later fifteen (15) days prior to the Change Date (unless such notice shall relate to a mandatory tender for purchase upon an Event of Termination pursuant to Section 10.3(A)(8) of the Bond Resolution, in which case such notice shall be given by overnight express mail or courier immediately upon receipt by the Trustee of notice and direction from the Credit Facility Provider to the effect that all or a portion of the 2018 Series A Bonds are to be subject to mandatory tender for purchase as provided in Section 10.2(5) of the Bond Resolution) to the Remarketing Agent and to the owner of each 2018 Series A Bond to which such notice relates at the address shown on the registration books of the Corporation. Any notice given as provided in this subsection (A) shall be conclusively presumed to have been duly given, whether or not the owner receives the notice. Said notice shall set forth, in substance, the following:

1. The Change Date and the reason therefor; and
2. The Purchase Price for the 2018 Series A Bonds and that all affected owners of 2018 Series A Bonds shall be deemed to have tendered their 2018 Series A Bonds for purchase on the Change Date.

Owners of 2018 Series A Bonds to which a mandatory tender for purchase relates shall be required to tender their 2018 Series A Bonds to the Tender Agent, for purchase at the Purchase Price, with an appropriate endorsement for transfer to the Tender Agent, or accompanied by a bond power endorsed in blank, and any Undelivered 2018 Series A Bonds for which there has been irrevocably deposited in trust with the Trustee or the Tender Agent an amount of moneys sufficient to pay the Purchase Price of the Undelivered 2018 Series A Bonds, shall be deemed to have been purchased at the Purchase Price pursuant to this Section 801(A). IN THE EVENT OF A FAILURE BY AN OWNER OF AFFECTED 2018 SERIES A BONDS TO DELIVER ITS AFFECTED 2018 SERIES A BONDS ON OR PRIOR TO THE CHANGE DATE, SAID OWNER SHALL NOT BE ENTITLED TO ANY PAYMENT (INCLUDING ANY INTEREST TO ACCRUE SUBSEQUENT TO THE CHANGE DATE) OTHER THAN THE PURCHASE PRICE FOR SUCH UNDELIVERED 2018 SERIES A BONDS, AND ANY UNDELIVERED 2018 SERIES A BONDS SHALL NO LONGER BE ENTITLED TO THE BENEFITS OF THE

RESOLUTION, EXCEPT FOR THE PURPOSE OF PAYMENT OF THE PURCHASE PRICE THEREFOR.

(B) The Trustee shall provide the Tender Agent with a copy of any notice delivered to the owners of the 2018 Series A Bonds pursuant to this Section 801.

(C) The foregoing notwithstanding, failure by the Trustee to provide any notice required by this Section 801 shall not, of itself, prevent the occurrence of a Change Date.

Section 802. Demand Purchase Option. (A)(i) During any Daily Rate Period or Weekly Rate Period with respect to the 2018 Series A Bonds, any 2018 Series A Bond in an authorized denomination shall be purchased at the Purchase Price from the owner thereof (other than the Obligor) upon:

1. delivery to the Tender Agent and the Remarketing Agent at their respective Principal Offices of a written notice (a "Tender Notice") delivered prior to 4:00 p.m., New York City time, on any Business Day during a Weekly Rate Period, or prior to 11:00 a.m., New York City time, on any Business Day during a Daily Rate Period, in a form satisfactory to the Tender Agent (said notice to be irrevocable and effective upon receipt) which (a) states the aggregate principal amount of the 2018 Series A Bonds to be purchased and the numbers of such 2018 Series A Bonds to be purchased and (b) states the date on which such 2018 Series A Bonds are to be purchased, which date shall be (i) a Business Day not prior to the seventh (7th) day next succeeding the date of delivery of such notice and which date shall be prior to any Change Date during a Weekly Rate Period or (ii) the date of delivery of such notice during a Daily Rate Period.

2. if such 2018 Series A Bonds are to be purchased prior to an Interest Payment Date and after the Record Date in respect thereof, delivery to the Tender Agent, together with the written notice described in (1) above, of a due-bill check, payable to bearer, for interest due on such Interest Payment Date; and

3. delivery to the Tender Agent, at or prior to 10:00 a.m., New York City time, during a Weekly Rate Period, or 11:30 a.m., New York City time, during a Daily Rate Period, on the date designated for purchase in the notice described in (1) above, of such 2018 Series A Bonds in a principal amount equal to any authorized denomination as provided in Section 3.1 of the Bond Resolution to be purchased with an appropriate endorsement for transfer to the Tender Agent, or accompanied by a bond power endorsed in blank;

provided, however, that no 2018 Series A Bonds of any owner shall be purchased unless any remaining 2018 Series A Bonds of such owner shall be in an authorized denomination as provided in Section 3.1 of the Bond Resolution.

(ii) No later than the close of business on the day it receives a copy of a Bondowner's Tender Notice, the Tender Agent shall notify each of the Trustee, the Corporation, the Mortgagor, the Credit Facility Provider, Remarketing Agent and the Servicer by telephone, promptly confirmed in writing, of such receipt, specifying the contents of such Bond owner's Tender Notice.

(B) Any Undelivered 2018 Series A Bonds for which there has been irrevocably deposited in trust with the Trustee or the Tender Agent an amount of moneys sufficient to pay the Purchase Price of the Undelivered 2018 Series A Bonds shall be deemed to have been purchased at the Purchase Price pursuant to this Section 802(B). IN THE EVENT OF A FAILURE BY AN OWNER OF 2018 SERIES A BONDS TO DELIVER ITS 2018 SERIES A BONDS ON OR PRIOR TO THE PURCHASE DATE, SAID OWNER SHALL NOT BE ENTITLED TO ANY PAYMENT (INCLUDING ANY INTEREST TO ACCRUE SUBSEQUENT TO THE PURCHASE DATE) OTHER THAN THE PURCHASE PRICE FOR SUCH UNDELIVERED 2018 SERIES A BONDS, AND ANY UNDELIVERED 2018 SERIES A BONDS SHALL NO LONGER BE ENTITLED TO THE BENEFITS OF THE RESOLUTION, EXCEPT FOR THE PURPOSE OF PAYMENT OF THE PURCHASE PRICE THEREFOR.

(C) Notwithstanding the foregoing provisions, in the event any 2018 Series A Bond as to which the owner thereof has exercised its option pursuant to subsection (A) above is remarketed to such owner pursuant to the Remarketing Agreement, such owner need not deliver such 2018 Series A Bond to the Tender Agent as provided in subsection (A)(3) above, although such 2018 Series A Bond shall be deemed to have been delivered to the Tender Agent, redelivered to such owner, and remarketed for purposes hereof.

Section 803. Funds for Purchase; Delivery of Funds and Bonds. (A)(x) On the date 2018 Series A Bonds are to be purchased pursuant to Section 801 or 802 hereof, such 2018 Series A Bonds shall be purchased at the Purchase Price only from the funds listed below and deposited in the Remarketing Proceeds Purchase Account, as established by the Tender Agent pursuant to the Tender Agent Agreement. Funds for the payment of the Purchase Price shall be derived from the following sources in the order of priority indicated, except in the case of purchase (i) upon an Event of Termination pursuant to Section 10.3(A)(8) of the Bond Resolution or (ii) relating to a Notice of Prepayment of the Mortgage Loan in Full:

1. (a) the proceeds of the sale of such 2018 Series A Bonds which have been remarketed by the Remarketing Agent (i) during a Weekly Rate Period or an Index Rate Period, prior to 10:00 a.m. New York City time, on the date such 2018 Series A Bonds are to be purchased, to any entity other than the Mortgagor, any member of the Mortgagor or the Corporation, or (ii) during a Daily Rate Period, prior to 12:00 p.m., New York City time, on the date such 2018 Series A Bonds are to be purchased to any entity other than the Mortgagor, any member of the Mortgagor or the Corporation, or (b) the proceeds of the sale of such 2018 Series A Bonds which have been remarketed pursuant a Private Placement or Direct Sale Remarketing Purchase Contract;

2. moneys obtained by the Trustee under (a) the Mortgage Purchase Agreement or (b) the Credit Facility, as applicable;
3. Sinking Fund Payments and any other moneys in the Redemption Account constituting Available Moneys; and
4. any moneys held by the Trustee under the Bond Resolution and available for such purpose.

Funds for the payment of the Purchase Price in the case of a mandatory tender for purchase (i) upon an Event of Termination pursuant to Section 10.3(A)(8) of the Bond Resolution or (ii) relating to a Notice of Prepayment of the Mortgage Loan in Full shall be derived only from moneys obtained by the Trustee under the Credit Facility or, in the event of a Notice of Prepayment of the Mortgage Loan in Full only, the Mortgage Purchase Agreement, as applicable. Immediately following the obtaining of moneys by the Trustee under the Credit Facility in connection with a mandatory tender for purchase relating to an Event of Termination or a Notice of Prepayment of the Mortgage Loan in Full, amounts available from the sources listed below, in the order of priority indicated, shall be used to reimburse the Credit Facility Provider for amounts so obtained under the Credit Facility:

first, from the Redemption Account, and to the extent the moneys therein are insufficient for such purpose,

second, from the Revenue Account, and to the extent the moneys therein are insufficient for such purpose,

third, from the Bond Proceeds Account, and to the extent the moneys therein are insufficient for such purpose, and

fourth, from any other moneys held by the Trustee under the Bond Resolution and available for such purpose.

Upon reimbursement of the Credit Facility Provider in full for all amounts so obtained under the Credit Facility (other than from the proceeds of the remarketing of the 2018 Series A Bonds so purchased or from moneys on deposit in the Principal Reserve Fund), all 2018 Series A Bonds so purchased shall be deemed paid and shall be delivered to the Trustee for cancellation.

(y) In the event that under clause (2) above, the Trustee obtains moneys under the Credit Facility in connection with a Facility Change Date described in (ii) of the definition of "Facility Change Date", the Trustee shall obtain such moneys under the Credit Facility not less than two (2) Business Days before such Facility Change Date, and shall deposit such moneys with the Tender Agent to be held in escrow pursuant to the Tender Agent Agreement, which moneys shall remain uninvested or invested in Government Obligations maturing or being redeemable at the option of the holder thereof in not more than thirty (30) days until such Facility Change Date, at which time such moneys shall be applied in accordance with Section 803(A) and the Tender Agent Agreement. After payment of the Purchase Price of all such tendered 2018 Series A Bonds, and to the extent that 2018 Series A Bonds are purchased with moneys described in clause (2) above, the Trustee shall apply any moneys described in clauses (3) and (4) above to reimburse the Obligor or the Credit Facility Provider, as applicable, for the

payments under the Mortgage Purchase Agreement or the Credit Facility, as the case may be, in connection with such purchase; provided that, upon reimbursement of the Credit Facility Provider in full for all amounts so obtained as set forth above in this paragraph (other than from the proceeds of the remarketing of the 2018 Series A Bonds or from moneys on deposit in the Principal Reserve Fund), all 2018 Series A Bonds shall be deemed paid and shall be delivered to the Trustee for cancellation.

(B) 2018 Series A Bonds purchased in accordance with the provisions of this Section 803 shall be delivered as follows:

1. 2018 Series A Bonds purchased with moneys described in Section 803(A)(x)(1) hereof shall be made available to or upon the order of the purchasers thereof;

2. 2018 Series A Bonds purchased with moneys described in Section 803(A)(x)(2)(a) hereof shall be delivered to the Trustee for cancellation;

3. 2018 Series A Bonds purchased with moneys described in Section 803(A)(x)(2)(b) hereof shall be made available by the Tender Agent to or upon the order of the Credit Facility Provider, provided that if moneys described in Section 803(A)(x)(3) or 803(A)(x)(4) are paid to the Credit Facility Provider to reimburse the Credit Facility Provider in full for moneys obtained under the Credit Facility to purchase any 2018 Series A Bond, then such 2018 Series A Bond shall be delivered to the Trustee for cancellation except that if such moneys were transferred from the Principal Reserve Fund to reimburse the Credit Facility Provider, such 2018 Series A Bond shall only be cancelled if the Credit Facility Provider shall so direct; and

4. 2018 Series A Bonds purchased with moneys described in Section 803(A)(x)(3) or 803(A)(x)(4) hereof shall be deemed paid and shall be delivered to the Trustee for cancellation.

(C) The Tender Agent shall make available to the person to whom the Tender Agent is to deliver such 2018 Series A Bonds the due-bill, if any, delivered to the Tender Agent with respect to such 2018 Series A Bonds in accordance with Section 802(A)(2) hereof.

(D) 2018 Series A Bonds delivered as provided in this Section 803 shall be registered in the manner directed by the recipient thereof.

(E) [Reserved]

(F) The Trustee and the Tender Agent shall have the following duties with respect to purchase of 2018 Series A Bonds pursuant to this Section 803, in addition to the duties described elsewhere in the Bond Resolution:

1. The Tender Agent shall hold all 2018 Series A Bonds delivered to it pursuant to Section 801 or 802 hereof in trust for the benefit of the respective owners of 2018 Series A Bonds which shall have so delivered such 2018 Series A Bonds until moneys representing the Purchase Price of such 2018 Series A Bonds shall have been delivered to or for the account of or to the order of such owners of 2018 Series A Bonds;

2. The Trustee and the Tender Agent shall hold all moneys delivered to them pursuant to the Bond Resolution for the purchase of 2018 Series A Bonds in a separate account, in trust for the benefit of the person or entity which shall have so delivered such moneys, which moneys shall, so long as a Credit Facility provided by Fannie Mae is in effect, remain uninvested or, at all other times, remain uninvested or invested in Governmental Obligations maturing or being redeemable at the option of the holder thereof in not more than thirty (30) days or when needed;

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

4. The Trustee shall deliver all moneys delivered to it pursuant to the Bond Resolution for the purchase of 2018 Series A Bonds to the Tender Agent to be deposited in the Remarketing Proceeds Purchase Account established pursuant to the Tender Agent Agreement; provided, however, that until delivery of such moneys to the Tender Agent, the Trustee shall hold all such moneys in trust for the benefit of the person or entity which shall have so delivered such moneys;

5. The Tender Agent shall deliver to the Trustee, the Mortgagor, the Corporation and the Credit Facility Provider a copy of each notice delivered to it in accordance with Section 801 or 802 hereof and not later than (i) during a Weekly Rate Period, Index Rate Period or Term Rate Period, 10:15 a.m., New York City time, on the date such 2018 Series A Bonds are to be purchased, or (ii) during a Daily Rate Period, 12:15 p.m., New York City time, on the date such 2018 Series A Bonds are to be purchased, on the date such 2018 Series A Bonds are to be purchased, shall give telephonic notice (confirmed in writing) to the Mortgagor, the Corporation, the Trustee, the Remarketing Agent, the Servicer and the Credit Facility Provider specifying the principal amount of the 2018 Series A Bonds so delivered, the principal amount of 2018 Series A Bonds to be purchased, and the amount of the proceeds of the sale of the 2018 Series A Bonds as

described in Section 803(A)(x)(1) hereof and held by the Tender Agent; and

6. The Trustee shall obtain moneys under the Mortgage Purchase Agreement or the Credit Facility, as applicable, in accordance with the terms thereof in an amount equal to the difference between (a) the Purchase Price of the 2018 Series A Bonds to be purchased on the applicable Tender Date and (b) the amount of the proceeds of the sale of the 2018 Series A Bonds as described in Section 803(A)(x)(1) hereof and as specified by the Tender Agent pursuant to the immediately preceding paragraph, and shall promptly transmit said moneys to the Tender Agent to provide for timely payment of the Purchase Price of 2018 Series A Bonds.

(G) Neither the Corporation nor the Mortgagor shall have any right, title or interest in any moneys to be held by the Trustee or the Tender Agent for the purchase of 2018 Series A Bonds.

Section 804. Creation and Remarketing of Purchased Bonds. (A) 2018 Series A Bonds for which the Purchase Price is funded with moneys provided under the Credit Facility and which are not remarketed shall become Purchased Bonds. The Credit Facility shall not constitute security or provide liquidity support for Purchased Bonds. As set forth in the Pledge Agreement, the Tender Agent shall either (i) ensure that Purchased Bonds are delivered to the custodian under the Pledge Agreement or (ii) if, and only if, delivery of such Purchased Bonds is not possible, deliver a written entitlement order to the applicable financial intermediaries on whose records ownership of the Purchased Bonds is reflected directing the intermediaries to credit the security entitlement to the Purchased Bonds to the account of the Custodian for the benefit of the Credit Facility Provider and deliver to the Custodian a written confirmation of such credit, whether or not the Mortgagor notifies the Remarketing Agent to do so.

(B) Failure to pay interest on Purchased Bonds when due, or failure to pay principal and interest on Purchased Bonds upon any Redemption Date or purchase date or the maturity date of such 2018 Series A Bonds, shall not constitute an Event of Default. Upon the maturity date of the 2018 Series A Bonds, or upon any Redemption Date for the redemption in whole of the 2018 Series A Bonds (whether by reason of optional or mandatory redemption) or date of acceleration of all of the 2018 Series A Bonds, all Purchased Bonds shall be deemed cancelled. Purchased Bonds shall also be cancelled at the direction of the Credit Facility Provider. At such time as a Purchased Bond is remarketed, the Trustee or the Tender Agent, as appropriate, shall (a) remit the proceeds from the remarketing to the Credit Facility Provider to the extent amounts had been obtained under the Credit Facility to purchase such 2018 Series A Bond, and (b) to the extent that the Credit Facility has been reinstated by the amount required as specified in Section 3.4(C) of the Bond Resolution, give written notice to the Remarketing Agent, the Mortgagor and the Credit Facility Provider that such 2018 Series A Bond is no longer a Purchased Bond.

APPENDIX B

The 2018 Series A Bonds to be initially issued and secured hereby, and the Trustee's Authentication Certificate to be endorsed thereon, are to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as permitted or required by the Bond Resolution, and in the case of the initial issuance and delivery of the 2018 Series A Bonds and any transfer of the 2018 Series A Bonds while a Mortgage Purchase Agreement is in effect shall contain the following legend:

(FORM OF REGISTERED BOND)

NO OFFERING CIRCULAR OR MEMORANDUM, OFFICIAL STATEMENT OR OTHER DISCLOSURE DOCUMENT HAS BEEN PREPARED OR PROVIDED BY THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION IN CONNECTION WITH THE SALE OF THE 2018 SERIES A BONDS (AS DEFINED HEREIN). SO LONG AS A MORTGAGE PURCHASE AGREEMENT REMAINS IN EFFECT WITH RESPECT TO THE 2018 SERIES A BONDS, THERE SHALL BE NO REGISTRATION OF OWNERSHIP, OR TRANSFER OF, NOR SHALL ANY PARTICIPATION INTEREST BE ISSUED OR GIVEN WITH RESPECT TO, ANY 2018 SERIES A BOND UNLESS TO A PERSON THAT (A) IS (I) A GOVERNMENT-SPONSORED ENTERPRISE, (II) AN AFFILIATE OF WELLS FARGO BANK, NATIONAL ASSOCIATION (THE "ORIGINAL PURCHASER"), (III) A TRUST OR CUSTODIAL ARRANGEMENT ESTABLISHED BY THE ORIGINAL PURCHASER OR ONE OF ITS AFFILIATES, THE OWNERS OF THE BENEFICIAL INTERESTS IN WHICH ARE LIMITED TO "QUALIFIED INSTITUTIONAL BUYERS", AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (EACH, A "QUALIFIED INSTITUTIONAL BUYER"), OR (IV) A QUALIFIED INSTITUTIONAL BUYER AND A COMMERCIAL BANK ORGANIZED UNDER THE LAWS OF THE UNITED STATES OF AMERICA, OR ANY STATE THEREOF, OR ANY OTHER COUNTRY THAT IS A MEMBER OF THE ORGANIZATION FOR ECONOMIC COOPERATION AND DEVELOPMENT, OR A POLITICAL SUBDIVISION OF ANY SUCH COUNTRY, AND, IN ANY SUCH CASE, HAVING A COMBINED CAPITAL AND SURPLUS, DETERMINED AS OF THE DATE OF ANY TRANSFER OF THE 2018 SERIES A BONDS, OF \$5,000,000,000 OR MORE (ANY OF THE FOREGOING, A "PERMITTED TRANSFEREE") AND (B) OTHER THAN THE TRUSTEE OR CUSTODIAN OF A TRUST OR CUSTODIAL ARRANGEMENT DESCRIBED IN (A)(III) ABOVE, HAS EXECUTED AND DELIVERED TO THE CORPORATION AND THE TRUSTEE A LETTER SUBSTANTIALLY IN THE FORM OF EXHIBIT A TO THE SUPPLEMENTAL RESOLUTION (AS DEFINED HEREIN). A PERMITTED TRANSFEREE TO WHOM THE 2018 SERIES A BONDS OR PARTICIPATION INTERESTS WITH RESPECT THERETO MAY BE TRANSFERRED MUST ALSO BE (A) A BANK, NATIONAL BANK, TRUST COMPANY, SAVINGS BANK, SAVINGS AND LOAN ASSOCIATION, INSURANCE COMPANY OR ANY WHOLLY-OWNED SUBSIDIARY OR COMBINATION THEREOF, AS SUCH TERMS ARE USED IN SECTION 23-C(3) OF THE ACT, THAT IS ALSO A QUALIFIED INSTITUTIONAL BUYER THAT IS AUTHORIZED TO DO BUSINESS IN THE STATE OF NEW YORK [AND IS APPROVED IN WRITING BY THE CORPORATION] OR (B) A GOVERNMENTAL AGENCY OF THE UNITED STATES, AS SUCH TERM IS USED IN SECTION 23-C(3) OF THE ACT, AND IN EITHER CASE (X) IS PURCHASING THE 2018 SERIES A BONDS OR PARTICIPATION INTERESTS FOR ITS OWN ACCOUNT AND NOT WITH A PRESENT VIEW TO THE RESALE OR DISTRIBUTION THEREOF, IN THAT IT DOES NOT THEN INTEND TO RESELL OR OTHERWISE DISPOSE OF ALL OR ANY PART OF ITS INTERESTS THEREIN (BUT MAY RESERVE THE RIGHT TO DO SO SUBJECT TO THE LIMITATIONS SET FORTH IN THE SUPPLEMENTAL RESOLUTION) AND (Y) ASSUMES THE OBLIGATIONS OF THE OBLIGOR UNDER THE MORTGAGE PURCHASE AGREEMENT EITHER, AS DETERMINED BY THE CORPORATION IN ITS SOLE AND ABSOLUTE DISCRETION, DIRECTLY OR THROUGH THE USE OF AN ADMINISTRATIVE AGENT (ACCEPTABLE TO THE CORPORATION) ON ITS BEHALF. IN ADDITION, TRANSFERS OF THE 2005

SERIES A BONDS WHILE A MORTGAGE PURCHASE AGREEMENT IS IN EFFECT SHALL ONLY BE MADE IN COMPLIANCE WITH ARTICLE 3 OF THE SERVICING AGREEMENT.

No. AR-

CUSIP:

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION
MULTI-FAMILY RENTAL HOUSING REVENUE BOND
(THE NICOLE), 2018 SERIES A

MATURITY DATE:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

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, 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 interest rate determined in accordance with the provisions of the Resolution hereinafter defined, payable on the dates and computed on the basis provided in the Resolution. 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 (except as set forth below with respect to such payments, for so long as a Mortgage Purchase Agreement is in effect with respect to the 2018 Series A Bonds). 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 applicable Record Date (as defined in the Resolution), 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 2018 Series A Bonds, the Trustee shall provide for wire transfer to or at the direction of such owner of all payments of interest due on the 2018 Series A Bonds so held.

This bond is one of the bonds of a duly authorized issue of bonds in the aggregate principal amount of \$15,000,000 designated "Multi-Family Rental Housing Revenue Bonds (The Nicole), 2018 Series A" (herein called the "2018 Series A 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"), a resolution of the Corporation adopted on _____ and entitled: "Amended and Restated Multi-Family Rental Housing Revenue Bonds (The Nicole)

Bond Resolution” (herein called the “Bond Resolution”) and a resolution of the Corporation adopted on _____ and entitled: “Supplemental Resolution Relating to Multi-Family Rental Housing Revenue Bonds (The Nicole), 2018 Series A” (the “Supplemental Resolution” the Supplemental Resolution and the Bond Resolution are herein collectively called the “Resolution”), for the purpose of providing the Corporation with moneys to make a portion of a mortgage loan to refinance the multi-family rental housing development located at 400 West 55th Street in the Borough of Manhattan and County of New York, City and State of New York (the “Mortgage Loan”). Upon the terms and conditions prescribed by the Resolution, bonds in addition to the 2018 Series A Bonds may be issued by the Corporation on a parity with the 2018 Series A Bonds for the purposes described in the Resolution. The 2018 Series A Bonds and any additional bonds are herein referred to as the “Bonds”. Copies of the Resolution 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 Resolution (herein called the “Trustee”), in the Borough of Manhattan, City and State of New York, and reference to the Resolution 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 2018 Series A Bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the 2018 Series A Bonds with respect thereto and the terms and conditions upon which the 2018 Series A Bonds have been issued and may be issued thereunder. Any capitalized term used herein and not otherwise defined shall have the same meaning as set forth in the Resolution, unless the context otherwise requires.

Under certain circumstances described in the Resolution, the interest rate on the 2018 Series A Bonds may be changed to a Daily Rate, a Weekly Rate, an Index Rate, 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, an Index Rate or a Term Rate.

The 2018 Series A Bonds shall be subject to redemption prior to maturity, including redemption at par, and mandatory and optional tender for purchase, on the terms and conditions set forth in the Resolution.

All Bonds issued and to be issued under the Resolution are and will be equally secured by the pledges and covenants made therein except as otherwise expressly provided or permitted in the Resolution. Upon certain conditions contained in the Resolution, the provisions thereof may be discharged and satisfied prior to the maturity of the 2018 Series A Bonds. To the extent and in the manner permitted by the terms of the Resolution, the provisions of the 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 (as defined in the Resolution) 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 Bonds of any specified Series and maturity remain Outstanding, however, the consent of the owners of such Bonds shall not be required. The owner of this 2018 Series A Bond shall have no right to enforce the provisions of the Resolution, to institute action to enforce the provisions of the Resolution or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Resolution. Upon the occurrence of certain events, on the conditions, in the manner and with the effect set forth in the Resolution, the principal of all or a portion of the 2018 Series A Bonds

issued thereunder and then Outstanding, together with interest accrued thereon, may become or may be declared due and payable before the maturity thereof.

This bond is transferable, as provided in the Resolution, 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 2018 Series A Bond or Bonds in the same aggregate principal amount and of the same maturity, shall be issued to the transferee in exchange therefor as provided in the Resolution and upon the payment of the charges, if any, therein prescribed.

Notwithstanding any other provision hereof or of the Resolution, so long as a Mortgage Purchase Agreement remains in effect with respect to the 2018 Series A Bonds, there shall be no registration of ownership, or transfer of, nor shall any participation interest be issued or given with respect to, any 2018 Series A Bond unless to a person that (A) is (i) a government-sponsored enterprise, (ii) an affiliate of Wells Fargo Bank, National Association (the "Original Purchaser"), (iii) a trust or custodial arrangement established by the Original Purchaser or one of its affiliates, the owners of the beneficial interests in which are limited to "qualified institutional buyers", as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (each, a "Qualified Institutional Buyer"), or (iv) a Qualified Institutional Buyer and a commercial bank organized under the laws of the United States of America, or any state thereof, or any other country that is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus, determined as of the date of any transfer of the 2018 Series A Bonds, of \$5,000,000,000 or more (any of the foregoing, a "Permitted Transferee") and (B) other than the trustee or custodian of a trust or custodial arrangement described in (A)(iii) above, has executed and delivered to the Corporation and the Trustee a letter substantially in the form of Exhibit A to the Supplemental Resolution. A Permitted Transferee to whom the 2018 Series A Bonds or participation interests with respect thereto may be transferred must also be (A) a bank, national bank, trust company, savings bank, savings and loan association, insurance company or any wholly-owned subsidiary or combination thereof, as such terms are used in Section 23-c(3) of the Act, that is also a Qualified Institutional Buyer that is authorized to do business in the State of New York [and is approved in writing by the Corporation] or (B) a governmental agency of the United States, as such term is used in Section 23-c(3) of the Act, and in either case (X) is purchasing the 2018 Series A Bonds or participation interests for its own account and not with a present view to the resale or distribution thereof, in that it does not then intend to resell or otherwise dispose of all or any part of its interests therein (but may reserve the right to do so subject to the limitations set forth in the Supplemental Resolution) and (Y) assumes the obligations of the Obligor under the Mortgage Purchase Agreement either, as determined by the Corporation in its sole and absolute discretion, directly or through the use of an administrative agent (acceptable to the Corporation) on its behalf. In addition, transfers of the 2018 Series A Bonds while a Mortgage Purchase Agreement is in effect shall only be made in compliance with Article 3 of the Servicing Agreement.

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 hereof and interest due hereon and for all other purposes whatsoever.

The 2018 Series A Bonds are issuable solely in fully registered form in the denominations provided in the Resolution. Subject to the conditions and upon the payment of the charges, if any, contained in the Resolution, 2018 Series A Bonds, upon surrender thereof at the principal 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 2018 Series A Bonds, of any other authorized denominations, of the same maturity.

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 Resolution. There are pledged to the payment of the principal or Redemption Price hereof and interest hereon in accordance with the provisions of the Resolution and to the payment of certain obligations owed to the Credit Facility Provider (if any), (i) the Revenues relating to the Mortgage Loan and (ii) all moneys and securities held in any Account established by the Resolution, subject only to the provisions of the Resolution and the Assignment permitting the use and application thereof for the purposes and on the conditions set forth in the Resolution and the Assignment. 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 Resolution.

Notwithstanding the foregoing, so long as a Mortgage Purchase Agreement is in effect, the Corporation shall not be in default of its obligations under the Resolution and this bond for any failure to pay the principal of and interest on this bond as a result of a default by the Mortgagor of its payment obligations under the Mortgage Note (regardless of whether such default requires the purchase by the Obligor of the Mortgage Loan pursuant to the Resolution), but interest shall continue to accrue (but not in excess of the Maximum Rate) on this bond and on any scheduled interest on this bond that is not paid as a result of the foregoing provision, as well as on any other amounts due on this bond and not paid when due, at the then applicable interest rate on this bond until the earlier of (i) the time that such interest is paid and (ii) the purchase by the Obligor of the Mortgage Loan pursuant to the Resolution.

Neither the members of the Corporation nor any other person executing the 2018 Series A Bonds shall be subject to any personal liability or accountability by reason of the issuance thereof.

The 2018 Series A 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 2018 Series A Bonds be payable out of any funds of the Corporation other than those of the Corporation pledged therefor.

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

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State of New York and the Resolution 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 2018 Series A 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 the _____ day of _____.

NEW YORK CITY HOUSING
DEVELOPMENT CORPORATION

(SEAL)

By _____

Authorized Officer

Attest:

Secretary or Assistant
Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the 2018 Series A Bonds described in the within-mentioned Resolution and is one of the Multi-Family Rental Housing Revenue Bonds (The Nicole), 2018 Series A, of the New York City Housing Development Corporation.

Dated: _____

THE BANK OF NEW YORK
MELLON,
Trustee

By _____

Authorized Signature

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 2018 Series A Bond, and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within 2018 Series A 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 2018 Series A Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A

FORM OF REQUIRED TRANSFEREE/PARTICIPANT LETTER

New York City Housing
Development Corporation
110 William Street, 10th Floor
New York, New York 10038

Re: New York City Housing Development Corporation
Multi-Family Rental Housing Revenue Bonds (The Nicole), 2018 Series A

Ladies and Gentlemen:

The undersigned authorized officer of _____ (the "Purchaser") HEREBY CERTIFIES, REPRESENTS AND WARRANTS, ON BEHALF OF THE PURCHASER, in connection with the purchase by the Purchaser of the above-referenced Bonds (the "Bonds") (or participation interests with respect thereto) of the New York City Housing Development Corporation (the "Corporation"), issued and outstanding pursuant to the Amended and Restated Multi-Family Rental Housing Revenue Bonds (The Nicole) Bond Resolution and the First Supplemental Resolution Relating to Multi-Family Rental Housing Revenue Bonds (The Nicole), 2018 Series A (collectively, the "Resolution"), AS FOLLOWS:

1. The Purchaser has authority to purchase the Bonds or participation interests with respect thereto and to execute this Investor Letter and any other instruments and documents required to be executed by the Purchaser in connection with such purchase. The undersigned is a duly appointed, qualified and acting officer of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this Investor Letter on behalf of the Purchaser.

2. The Purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risk and merits of the investment represented by the Bonds. The Purchaser is able to bear the economic risks of such investment. The Purchaser also acknowledges that, based upon its experience and judgment, the terms of the Bonds and of the underlying mortgage loan made from their proceeds, are fair and reasonable.

3. The Purchaser acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and the Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Corporation, the Mortgagor, the Project and other property subject to the Mortgage, the use of proceeds of the Bonds and the Bonds and the security therefor so that, as a reasonable investor, the Purchaser has been able to make its decision to purchase the Bonds or participation interests with respect thereto. The Purchaser acknowledges that it has not relied upon the Corporation for any information in connection with such purchase and that no offering

document or other offering material has been prepared or will be prepared by or on behalf of the Corporation in connection with such purchase.

4. The Purchaser is [_____] ¹, is acquiring the Bonds or participation interests with respect thereto for investment for its own account and not with a present view toward resale or distribution (provided, however, that the Purchaser reserves the right to sell, transfer or redistribute the Bonds or participation interests with respect thereto subject to the limitations set forth in the Resolution), and is [_____] ². The Purchaser has assumed the obligations of the Obligor under the Mortgage Purchase Agreement [directly][through the use of _____, as administrative agent on its behalf].

5. The Purchaser agrees that any such sale, transfer or distribution by the Purchaser shall be to a person that (a) is (i) an affiliate of Wells Fargo Bank, National Association (the "Original Purchaser"), (ii) a trust or custodial arrangement established by the Original Purchaser or one of its affiliates, the owners of the beneficial interests in which are limited to "qualified institutional buyers", as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (each, a "Qualified Institutional Buyer"), or (iii) a Qualified Institutional Buyer and a commercial bank organized under the laws of the United States of America, or any state thereof, or any other country that is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus, determined as of the date of any transfer of the Bonds, of \$5,000,000,000 or more (any of the foregoing, a "Permitted Transferee") and (b) other than the trustee or custodian of a trust or custodial arrangement described in (a)(ii) above, has executed and delivered to the Corporation and the Trustee an investor letter substantially in the form of this letter.

6. The Purchaser acknowledges that a Permitted Transferee to whom the Bonds or participation interests with respect thereto may be transferred, in addition to the foregoing must also be (a) a bank, national bank, trust company, savings bank, savings and loan association, insurance company, or any wholly-owned subsidiary or combination thereof, as such terms are used in Section 23-c(3) of the New York City Housing Development Corporation Act ("Section 23-c(3)"), that is also a Qualified Institutional Buyer that is authorized to do business in the State of New York [and is approved in writing by the Corporation] or (b) a governmental agency of the United States, as such term is used in Section 23-c(3), and in either case (X) is purchasing the Bonds or participation interests for its own account and not with a present view to the resale or distribution thereof, in that it does not then intend to resell or otherwise dispose of all or any part of its interests therein (but may reserve the right to do so subject to the limitations set forth in the Resolution) and (Y) assumes the obligations of the Obligor under the Mortgage Purchase Agreement either, as determined by the Corporation in its sole and absolute discretion, directly or through the use of an administrative agent (acceptable to the Corporation) on its behalf.

¹ Purchaser must either (i) insert all of the language contained in clauses (a) and (b) of Section 6 of this Exhibit A, or (ii) insert the phrase contained in clause (a) or (b) of Section 5 of this Exhibit A that is applicable to the Purchaser followed by "as such [term][terms] [is][are] used as such terms are used in Section 23-c(3) of the New York City Housing Development Corporation Act".

² Purchaser must insert clause (i), (ii), (iii) or (iv) of Section 5(a) of this Exhibit A, as applicable to the Purchaser.

7. The Purchaser acknowledges that transfers of ownership of the Bonds while a Mortgage Purchase Agreement is in effect may only be made in compliance with Article 3 of the Servicing Agreement.

8. The Purchaser acknowledges that the sale of the Bonds to it is being made in reliance on its representations contained in this Investor Letter.

9. The Purchaser acknowledges that (a) the Bonds are special obligations of the New York City Housing Development Corporation, a corporate governmental agency, constituting a public benefit corporation, organized and existing under the laws of the State of New York, (b) the Bonds are not a debt of the State of New York or The City of New York, and neither the State of New York nor The City of New York shall be liable thereon, nor shall the Bonds be payable out of any funds other than those of the Corporation pledged therefor, and (c) the Corporation has no taxing power.

10. The Purchaser will provide the Corporation with a draft of any offering document or other offering material to be provided to any Permitted Transferee of the Bonds or participation interests with respect thereto, and the Corporation shall have the right to approve any description of the Corporation and the Bonds therein (which approval shall not be unreasonably withheld).

11. The Purchaser acknowledges that, upon the occurrence of a Mortgage Purchase Agreement Default, the Bonds shall be deemed paid, cancelled and no longer Outstanding.

12. The Purchaser acknowledges that the Corporation shall not be in default of its obligations under the Resolution and the Bonds for any failure to pay the principal of and interest on the Bonds as a result of a default by the Mortgagor of its payment obligations under the Mortgage Note (regardless of whether such default requires the purchase by the Obligor of the Mortgage Loan pursuant to the Resolution), but interest shall continue to accrue (but not in excess of the Maximum Rate) on the Bonds and on any scheduled interest on the Bonds that is not paid, as well as on any other amounts due on the Bonds and not paid when due, at the then applicable interest rate on the Bonds until the earlier of (i) the time that such interest is paid and (ii) the purchase by the Obligor of the Mortgage Loan pursuant to the Resolution.

13. The Purchaser understands that the Bonds (a) are not registered under the 1933 Act and are not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) are not listed on any stock or other securities exchange and (c) carry no rating from any credit rating agency.

Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Resolution.

IN WITNESS WHEREOF, the undersigned caused this letter to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

as Purchaser

By: _____

Name:

Title: