REMARKETING ISSUES

Hawkins Delafield & Wood LLP, Bond Counsel to the Agency, previously delivered an opinion (each an "Approving Opinion") on the respective date of issuance of each Series of Offered Bonds (defined below) to the effect that, **as of the respective date of issuance** *of such Series of Offered Bonds, under then-existing statutes and court decisions on such respective date and assuming continuing compliance with certain tax covenants described herein, (i) interest on the related Series of Offered Bonds is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (ii) interest on the Series 139 Bonds and the Series 144 Bonds is treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code and (iii) interest on the Series 207 Bonds is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code and, for tax years beginning before January 1, 2018, is not included in the adjusted current earnings of corporations for purposes of calculating the alternative minimum tax. In rendering each Approving Opinion, Bond Counsel relied on certain representations, certifications of fact, and statements of reasonable expectations made by the Agency in connection with the related Series of Offered Bonds, and Bond Counsel assumed compliance by the Agency with certain ongoing tax covenants to comply with applicable requirements of the Code to assure the exclusion of interest on such Series of Offered Bonds from gross income under Section 103 of the Code. In addition, in each Approving Opinion, Bond Counsel rendered an opinion to the effect that,* **as of the respective date of issuance** *of each Series of Offered Bonds, under existing statutes on such respective date, interest on the related Series of Offered Bonds is exempt from personal income taxes imposed by the State of New York and any political subdivision thereof (including The City of New York), and such Series of Offered Bonds is exempt from all taxation directly imposed thereon by or under the authority of said State except for estate or gift taxes or taxes on transfers. Bond Counsel has undertaken no responsibility to update each Approving Opinion as of the Substitution Date (as defined herein) or as of any other date. In connection with each Liquidity Substitution (as defined herein), Bond Counsel will deliver on the Substitution Date an opinion that the applicable Liquidity Substitution (each a "Liquidity Substitution Opinion"), in and of itself, will not affect the exclusion of interest on the related Series of Offered Bonds from gross income for Federal income tax purposes pursuant to Section 103 of the Code. See "Tax Matters."*

STATE OF NEW YORK MORTGAGE AGENCY
HOMEOWNER MORTGAGE REVENUE BONDS

$28,655,000 Series 139 (AMT)
$40,000,000 Series 207 (Non-AMT)

$23,340,000 Series 144 (AMT)

Substitution Date: May 4, 2018
Interest Accrual Date: April 1, 2018

Price: 100%, plus accrued interest
Due: As Shown on Inside Cover Page
Interest Rate Reset: Daily or Weekly

The Series 139 Bonds (the "Series 139 Bonds"), the Series 144 Bonds (the "Series 144 Bonds") and the Series 207 Bonds (the "Series 207 Bonds" and, together with the Series 139 Bonds and the Series 144 Bonds when such Bonds bear interest at a daily reset rate or a weekly reset rate, the "Offered Bonds") referred to above will bear interest from the Interest Accrual Date to their maturity or prior redemption. The Offered Bonds are being remarketed bearing interest at variable rates determined: (i) with respect to the Series 139 Bonds and the Series 144 Bonds on a daily basis, and (ii) with respect to the Series 207 Bonds on a weekly basis, each as described herein. The current variable rate modes can be changed following a mandatory tender (as described herein). Interest on the Offered Bonds accrues from the Interest Accrual Date, payable on each April 1 and October 1, commencing October 1, 2018. Purchasers of the Offered Bonds on the Substitution Date will pay a purchase price equal to the principal amount of the purchased Offered Bonds, plus accrued interest from April 1, 2018. Purchasers of Offered Bonds subsequent to the Substitution Date will pay a purchase price equal to the principal amount of the purchased Offered Bonds, plus accrued interest from the preceding April 1 or October 1, whichever is more recent.

The Offered Bonds are remarketed only in fully-registered form and are registered to Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), to which payments of principal and interest will be made. Purchases of the Offered Bonds may be made in the principal amount of $100,000 or integral multiples of $5,000 in excess of $100,000. Purchasers of the Offered Bonds will not receive physical delivery of bond certificates representing their beneficial ownership interests. The Bank of New York Mellon, New York, New York, is the Trustee (the "Trustee") under the Homeowner Mortgage Revenue Bonds General Resolution (the "General Resolution").

The Offered Bonds are subject to redemption, including redemption at par, prior to maturity as described herein.

The Offered Bonds are subject to optional or mandatory tender for purchase at par as described under "The Offered Bonds — Optional and Mandatory Tender and Remarketing" herein. The Agency expects to obtain on the Substitution Date a liquidity facility with respect to each of the Series 139 Bonds and the Series 144 Bonds which will be a standby bond purchase agreement (each a "Bank of America Liquidity Facility") by and between the Agency and Bank of America, N.A. ("Bank of America"). The Agency expects to obtain on the Substitution Date a liquidity facility with respect to the Series 207 Bonds which will be a standby bond purchase agreement (the "Royal Bank Liquidity Facility") by and between the Agency and Royal Bank of Canada ("Royal Bank"), acting through its WFC, New York Branch. Each Bank of America Liquidity Facility and the Royal Bank Liquidity Facility (each, individually, a "Replacement Liquidity Facility") requires, as applicable, Bank of America or Royal Bank (each a "Liquidity Provider") respectively, subject to the satisfaction of certain conditions precedent, to provide funds to pay a purchase price equal to the principal of and interest on the related Series of Offered Bonds (other than Ineligible Bonds of each such Series) (as defined herein) tendered but not remarketed by the applicable Remarketing Agent. Each respective Bank of America Liquidity Facility for the Series 139 Bonds and the Series 144 Bonds is expected to expire on May 4, 2021, unless extended as provided therein. The Royal Bank Liquidity Facility for the Series 207 Bonds is expected to expire on May 4, 2023, unless extended as provided therein. Each Replacement Liquidity Facility may be terminated or suspended prior to its stated expiration date under certain circumstances, and, in some circumstances, such termination or suspension may be immediate and without notice to holders of the related Series of Offered Bonds and with no right to tender such Series of Offered Bonds for purchase in connection with such termination or suspension. In such event, no funds will be available under such Replacement Liquidity Facility to purchase the applicable Series of Offered Bonds. The Remarketing Agent for each Series of the Offered Bonds is set forth below.

This Remarketing Statement describes each Series of Offered Bonds only after the applicable Liquidity Substitution, only during the period the related Bonds bear interest at daily reset rates or weekly reset rates, and only while such Series of Offered Bonds (other than Ineligible Bonds of each such Series) are the subject of the applicable Replacement Liquidity Facility.

The Offered Bonds are special obligations of the Agency payable solely from and secured by the revenues, mortgage loans, and moneys pledged and assigned under the General Resolution. The Offered Bonds are not secured by any fund or account that is subject to replenishment by the State of New York. The Agency has no taxing power. The Offered Bonds are not a debt of the State of New York or of any municipality, and neither the State of New York nor any municipality is liable on the Offered Bonds, nor are the Offered Bonds payable out of any funds other than those of the Agency pledged therefor.

Each Liquidity Substitution is subject to the receipt of the applicable Liquidity Substitution Opinion of Hawkins Delafield & Wood LLP, New York, New York, Bond Counsel to the Agency, and to certain other conditions. D. Seaton and Associates, P.A., P.C., New York, New York, is serving as Disclosure Counsel to the Agency. Certain legal matters will be passed upon for Bank of America by its counsel, Nixon Peabody LLP, New York, New York. Certain legal matters will be passed upon for Royal Bank by its counsel, Kutak Rock LLP, Kansas City, Missouri. It is expected that the Offered Bonds in definitive form will be available at DTC in New York, New York, on or about their Substitution Date.

Remarketing Agents

Series 139 Bonds
J.P. Morgan

Series 144 Bonds
Goldman Sachs & Co. LLC

Series 207 Bonds
Barclays Capital

Date: April 26, 2018

MATURITY SCHEDULE

Reset Rates: Daily or Weekly

$28,655,000 Series 139 Bonds (AMT) due October 1, 2037
CUSIP[†]: 649883CK9
Current Reset Rates: Daily

$23,340,000 Series 144 Bonds (AMT) due October 1, 2037
CUSIP[†]: 649883DQ5
Current Reset Rates: Daily

$40,000,000 Series 207 Bonds (Non-AMT) due April 1, 2047
CUSIP[†]: 649883Z24
Current Reset Rates: Weekly

[†] CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, operated by S&P Global Market Intelligence, a division of S&P Global Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services Bureau. CUSIP numbers have been assigned by an independent company not affiliated with the Agency and are included solely for the convenience of the registered owners of the applicable Offered Bonds. The Agency and the Remarketing Agents are not responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness by the Agency and the Remarketing Agents on the Offered Bonds or as included herein. The CUSIP number for a specific Series of the Offered Bonds is subject to being changed after the Substitution Date as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of a Series of the Offered Bonds.

No dealer, broker, salesperson, or other person has been authorized by the Agency or any of the Remarketing Agents to give any information or to make any representations other than those contained in this Remarketing Statement (consisting of Part 1 and Part 2), which includes the appendices hereto, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. There shall not be any offer, solicitation, or sale of the Offered Bonds to be offered through this Remarketing Statement by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation, or sale. The information set forth herein has been provided by the Agency and by sources that are believed to be reliable, but such information is not guaranteed as to accuracy or completeness. Such information is not to be construed as a representation by any of the Remarketing Agents. The information herein is subject to change without notice, and neither the delivery of this Remarketing Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Agency or in the other matters described herein since the date hereof.

In connection with the remarketing of each Series of Offered Bonds, the applicable Remarketing Agent may over allot or effect transactions that stabilize or maintain the market price of such Series of Offered Bonds at a level above that which might otherwise prevail in the open market. Such stabilization, if commenced, may be discontinued at any time.

The Remarketing Agents have provided the following sentence for inclusion in this Remarketing Statement. The Remarketing Agents have reviewed the information in the Remarketing Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Remarketing Agents do not guarantee the accuracy or completeness of such information.

In making an investment decision, investors must rely on their own examination of the terms of the offering including the merits and risks involved. These securities have not been recommended by any Federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this document.

This Remarketing Statement contains statements which, to the extent they are not recitations of historical fact, constitute "forward looking statements." In this respect, the words "estimate," "project," "anticipate," "expect," "intend," "believe" and similar expressions are intended to identify forward looking statements. A number of important factors affecting the Agency, its Program and its Mortgage Insurance Fund could cause actual results to differ materially from those stated in the forward looking statements.

Part 1 and Part 2 of this Remarketing Statement, including their respective appendices, are to be read together, and together Part 1 and Part 2, including their respective appendices, constitute this Remarketing Statement. The order and placement of materials in this Remarketing Statement are not to be deemed to be a determination of relevance, materiality or importance.

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REMARKETING STATEMENT PART 1

STATE OF NEW YORK MORTGAGE AGENCY

Homeowner Mortgage Revenue Bonds, Series 139, 144 and 207

This Remarketing Statement Part 1 ("Part 1") provides information as of its date (except where otherwise expressly stated) concerning the Agency's Offered Bonds. It contains only a part of the information to be provided by the Agency in connection with the remarketing of the Offered Bonds. Additional information concerning the Offered Bonds, other Prior Series Bonds (as defined below), certain sources of payment and security for the Offered Bonds and other Prior Series Bonds, the Agency, and the mortgage loan program financed with the proceeds of Bonds and other moneys available under the General Resolution is contained in Part 2 to the Official Statement, dated February 28, 2018, with respect to the Agency's Homeowner Mortgage Revenue Bonds, Series 208, Series 209 and Series 210, available from the Municipal Securities Rulemaking Board through its Electric Municipal Market Access ("EMMA") portal at http://emma.msrb.org/ES1116398-ES872325-ES1273620.pdf, as supplemented by the information under the heading "Part 2 to the Remarketing Statement" ("Part 2"), and is subject in all respects to the information contained therein. Part 1 and Part 2, including their respective appendices, are to be read together and together (including their respective appendices) constitute this Remarketing Statement. See "Part 2 to the Remarketing Statement" for additional information concerning Part 2.

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STATE OF NEW YORK MORTGAGE AGENCY

REMARKETING STATEMENT PART 1

Homeowner Mortgage Revenue Bonds

$28,655,000 Series 139 (AMT) **$23,340,000 Series 144 (AMT)**
$40,000,000 Series 207 (Non-AMT)

INTRODUCTION

This Remarketing Statement consists of Part 1 and Part 2. The purpose of this Remarketing Statement, which includes the cover page to this Part 1, Part 2 and the respective appendices thereto, is to set forth certain information concerning the State of New York Mortgage Agency (the "Agency"), a political subdivision and public benefit corporation of the State of New York (the "State") created by the State of New York Mortgage Agency Act, Chapter 612 of the Laws of New York, 1970, as amended (the "Act"), its Homeowner Mortgage Revenue Bond Forward Commitment Program (the "Program"), its Homeowner Mortgage Revenue Bonds, Series 139 (the "Series 139 Bonds"), its Homeowner Mortgage Revenue Bonds, Series 144 (the "Series 144 Bonds") and its Homeowner Mortgage Revenue Bonds, Series 207 (the "Series 207 Bonds"). The aforementioned Series of Bonds currently bear interest at variable rates, determined (i) with respect to the Series 139 Bonds and the Series 144 Bonds on a daily basis, and (ii) with respect to the Series 207 Bonds on a weekly basis, and, during the period that they bear interest at daily reset rates or weekly reset rates, are collectively referred to herein as the "Offered Bonds." Part 2 sets forth additional information concerning the Agency, the Act, the Program, additional Agency programs, and the Outstanding Bonds (as both such terms are defined below). Capitalized terms used in this Part 1 and not otherwise defined shall have the respective meanings ascribed thereto in Part 2.

The Agency previously entered into a standby bond purchase agreement, by and between the Agency and JPMorgan Chase Bank, National Association, with respect to the Series 139 Bonds, the Series 144 Bonds and the Series 207 Bonds (each a "JPMorgan Liquidity Facility"). The Agency expects to replace the JPMorgan Liquidity Facility for the Series 139 Bonds and the JPMorgan Liquidity Facility for the Series 144 Bonds (the "Series 139 Bonds Liquidity Substitution" and the "Series 144 Bonds Liquidity Substitution," respectively) with standby bond purchase agreements by and between Bank of America, N.A. ("Bank of America") and the Agency (each such standby bond purchase agreement, a "Bank of America Liquidity Facility"), and the Agency expects to replace the JPMorgan Liquidity Facility for the Series 207 Bonds (the "Series 207 Bonds Liquidity Substitution" and, together with the Series 139 Bonds Liquidity Substitution and the Series 144 Bonds Liquidity Substitution, the "Liquidity Substitutions") with a standby bond purchase agreement by and between Royal Bank of Canada ("Royal Bank"), acting through its WFC, New York, Branch, and the Agency (the "Royal Bank Liquidity Facility"). Each Bank of America Liquidity Facility and the Royal Bank Liquidity Facility is referred to individually herein as a "Replacement Liquidity Facility" and, when referring to the particular facility that relates to the applicable Series of Offered Bonds, as an "Applicable Replacement Liquidity Facility." In connection with each Liquidity Substitution, Bond Counsel will deliver an Opinion in substantially the applicable form set forth in Appendix C attached hereto. The Liquidity Substitutions are expected to occur on May 4, 2018 (the "Substitution Date").

In connection with each Liquidity Substitution, the related Series of Offered Bonds will be subject to mandatory tender for purchase on the Substitution Date in accordance with the terms of each Offered Bonds Series Resolution (as defined herein).

This Remarketing Statement provides information regarding each Series of Offered Bonds only after the applicable Liquidity Substitution, only during the period they bear interest in the Daily Mode, as defined

below, or the Weekly Mode, as defined below, and only while each Series of Offered Bonds (other than Ineligible Bonds (as defined below) of each such Series) are the subject of the Applicable Replacement Liquidity Facility.

The Offered Bonds currently bear interest as described herein at a rate determined, as applicable, daily (the "Daily Mode") or weekly (the "Weekly Mode"). Following each Liquidity Substitution, the related Series of the Offered Bonds will continue to bear interest, as applicable, in a Daily Mode or a Weekly Mode. Subject to the requirements of each Offered Bonds Series Resolution, the Agency may elect to change the manner in which the interest rate on any or all of the Offered Bonds is determined from the applicable current mode to a period in which the interest rate is determined on a daily basis (for those Offered Bonds currently in the Weekly Mode), weekly basis (for those Offered Bonds currently in the Daily Mode), monthly basis, quarterly basis, semiannual basis, or flexible basis (each a "Mode Change" with respect to the Offered Bonds to which a change applies) or to convert all or part of the Offered Bonds to bear interest at a fixed rate or a rate determined pursuant to an index (a "Conversion" with respect to the Offered Bonds to which it applies). The Offered Bonds will be subject to mandatory tender for purchase in the event of a Mode Change or a Conversion. The Offered Bonds also are subject to mandatory tender as described under "The Offered Bonds — Optional and Mandatory Tender and Remarketing."

Except as otherwise described herein, the owners of any Offered Bonds are entitled to tender such Offered Bonds at a purchase price of par plus accrued interest. Each Series of the Offered Bonds, in addition to being subject to mandatory tender in connection with the replacement or termination of the Applicable Replacement Liquidity Facility, is also subject to mandatory tender for purchase under certain circumstances. J.P. Morgan Securities LLC ("J.P. Morgan") is the remarketing agent for the Series 139 Bonds. Goldman Sachs & Co. LLC ("Goldman Sachs") is the remarketing agent for the Series 144 Bonds. Barclays Capital Inc. ("Barclays Capital") is the remarketing agent for the Series 207 Bonds. J.P. Morgan, Goldman Sachs and Barclays Capital (each, together with their respective successors and assigns, a "Remarketing Agent") will continue to serve as Remarketing Agent for the applicable Series of Offered Bonds after the Substitution Date.

After the Substitution Date, liquidity support for the purchase of Offered Bonds in the Daily Mode or the Weekly Mode (other than those Offered Bonds (i) that are Bank Bonds (as defined below), or (ii) owned by or held on behalf of, for the benefit of or for the account of, the Agency (collectively, the "Ineligible Bonds")) tendered for purchase and not remarketed in accordance with the terms of the applicable Offered Bonds Series Resolution will be provided by the applicable Bank of America Liquidity Facility, subject to the satisfaction of the conditions precedent described below under "Replacement Liquidity Facilities —– The Bank of America Liquidity Facilities," and the Royal Bank Liquidity Facility, subject to the satisfaction of the conditions precedent described below under "Replacement Liquidity Facilities – The Royal Bank Liquidity Facility," as applicable. The Agency has no obligation to pay the Purchase Price (as defined below) of any Offered Bonds tendered for purchase. References in this Remarketing Statement to Offered Bonds when discussing liquidity support provided by the Applicable Replacement Liquidity Facility refers to Offered Bonds other than Ineligible Bonds of each such Series.

Each Series of the Offered Bonds is subject to mandatory tender prior to the scheduled expiration of the Applicable Replacement Liquidity Facility. The Replacement Liquidity Facility with respect to the Series 139 Bonds and the Replacement Liquidity Facility with respect to the Series 144 Bonds each are expected to expire on May 4, 2021, but are each subject to extension as provided therein. The Replacement Liquidity Facility with respect to the Series 207 Bonds is expected to expire on May 4, 2023, but is subject to extension as provided therein. Each Replacement Liquidity Facility may be terminated or suspended prior to the stated expiration date under certain circumstances. **In some circumstances such termination or suspension may be immediate and without notice to owners of the applicable Offered Bonds and with no right to tender such Offered Bonds in connection with such termination or suspension. In such case, no funds will be available under the Applicable Replacement Liquidity Facility to purchase the related Series of Offered Bonds that are covered by the Applicable Replacement Liquidity Facility and tendered for purchase as described herein under "The Offered Bonds — Optional and Mandatory Tender and Remarketing." Under such circumstances, there will be no opportunity for the Bondowners to receive principal except pursuant to a**

redemption, at final maturity, or from remarketing proceeds (if any) received in connection with a tender of the applicable Offered Bonds. The Agency has no obligation to pay the purchase price of Offered Bonds tendered for purchase. The Applicable Replacement Liquidity Facility is not a source of payment of scheduled principal and interest on the related Series of Offered Bonds or any other Bonds. For additional information, see "Replacement Liquidity Facilities."

The Offered Bonds were issued pursuant to the Act, the Agency's Homeowner Mortgage Revenue Bonds General Resolution, adopted on September 10, 1987,(as amended and restated on July 28, 2005, and as supplemented on December 13, 2006 and September 17, 2008 (collectively, the "General Resolution") and each Homeowner Mortgage Revenue Bonds Series Resolution that authorized the related Series of Offered Bonds (each an "Offered Bonds Series Resolution"). The General Resolution, any Series Resolution that has terms applicable to all Bonds generally, and each Offered Bonds Series Resolution are referred to collectively as the "Resolution." Reference is made to the Resolution for a more complete description of the Offered Bonds and the covenants and agreements made for the security of the Offered Bonds. The Bank of New York Mellon is the Trustee under the Resolution, and shall also be the Tender Agent for the Offered Bonds. The Bank of New York Mellon, in its capacity as Tender Agent, and its successors and assigns, or any other entity appointed in accordance with the Offered Bonds Series Resolution, is referred to as the "Tender Agent."

Prior to the date of this Remarketing Statement, the Agency has issued 210 Series of Homeowner Mortgage Revenue Bonds pursuant to the General Resolution, designated Series AA through Series ZZ and Series 27 through Series 210. When referred to individually, each Series of Homeowner Mortgage Revenue Bonds is referred to by its respective double-letter, double-digit or triple-digit designation; collectively, the Homeowner Mortgage Revenue Bonds issued prior to this date, including the Offered Bonds, are referred to as the "Prior Series Bonds."

Each Series of the Offered Bonds, along with the corresponding Bonds set forth in the table below (each a group of "Tax Related Bonds"), is treated as a composite issue under the Internal Revenue Code of 1986, as amended (the "Code"), and, therefore, the requirements of applicable Federal tax law must be satisfied with respect to each Series of Bonds that comprise a group of Tax Related Bonds in order that interest on the related Series of Offered Bonds not be included in gross income for Federal income tax purposes. See "Tax Matters" and Appendix A — "Certain Additional Federal Income Tax Matters."

Offered Bonds Series	Corresponding Tax Related Bonds
Series 139 Bonds	Series 137 Bonds and Series 138 Bonds
Series 144 Bonds	Series 143 Bonds
Series 207 Bonds	Series 205 Bonds and Series 206 Bonds

The Agency may issue additional Series of Bonds pursuant to and secured under the General Resolution (the "Additional Bonds"). See Part 2 — "Summary of Certain Provisions of the General Resolution — Issuance of Bonds." The Offered Bonds are secured on a parity with the other Prior Series Bonds and with any Additional Bonds, *unless* such Additional Bonds are made expressly subordinate to the Offered Bonds. The Prior Series Bonds and any Additional Bonds that are not subordinated are referred to collectively as the "Bonds." The General Resolution also authorizes the Agency to enter into other arrangements (such as counterparty payments under interest rate exchange agreements and reimbursement obligations under letters of credit) where certain of the Agency's payment obligations are secured on a parity with the Bonds (see Part 2 — "Sources of Payment and Security for the Bonds — Interest Rate Swap Agreements" and Part 2 "Status of Outstanding Homeowner Mortgage Revenue Bonds — Liquidity Facilities for Bonds Bearing Variable Rates of Interest" for information regarding the Agency's current such arrangements). Also see Part 2 "Sources of Payment and Security for the Bonds — Pledge of the General Resolution."

The Offered Bonds are subject to redemption, including redemption at par, under certain circumstances, at the times, at the prices, and upon the conditions, all as described herein. See "The Offered Bonds — Redemption."

The Agency may issue Bonds and apply the proceeds, among other things, to refund outstanding obligations of the Agency, to finance single family loans, DPALs and CCALs (each as defined herein), qualifying rehabilitation loans and home improvement loans, and to acquire any instrument evidencing an ownership interest in such single family loans, qualified rehabilitation loans and home improvement loans. A loan financed with the proceeds of the Bonds or other moneys available under the General Resolution is to be evidenced by a mortgage note and secured by a mortgage or, with respect to a loan related to a cooperative dwelling unit, secured by a lien upon the related shares of stock in the cooperative housing corporation and the proprietary lease related to the financed premises. Mortgage Loans are not required by the General Resolution to be secured by first lien mortgages and may include home improvement loans. The Series Resolution authorizing the issuance of a Series of Bonds establishes the eligibility criteria for the mortgage loans to be purchased with proceeds of or attributable to such Series of Bonds, including whether such mortgage loans must be secured by first liens. See Part 2 "Sources of Payment and Security for the Bonds — Mortgage Loans — Requirements of the Series Resolutions." Under the General Resolution, a "Mortgage Loan" is defined as (i) any loan financed with amounts deposited in the Funds and Accounts (other than the Collateral Mortgage Loan Fund or other Funds and Accounts so specified in a Series Resolution) and pledged under the General Resolution by the Agency in accordance with the Act, evidenced by a mortgage note and secured by a mortgage (or, with respect to loans related to cooperative dwelling units, evidenced by a promissory note and secured by a lien upon the related shares of stock in the cooperative housing corporation and the proprietary lease related to the financed premises) and (ii) any instrument evidencing an ownership interest in such loans. The balance of mortgage loans financed in part with proceeds attributable to any Series of Bonds may be financed with proceeds attributable to any Series of the Prior Series Bonds or Additional Bonds or other sources. Certain ownership interests in mortgage loans ("participation interests") may bear rates of interest substantially different from those of other participation interests in the same Mortgage Loan. Principal repayments (including principal prepayments) of each such mortgage loan will be allocated between the sources of funding of such mortgage loan on a pro rata basis. Down Payment Assistance Loans ("DPALs") secured by a second lien and financed with the proceeds of Bonds on or after January 1, 2010 are also Mortgage Loans ("Second Lien DPALs") under the General Resolution. See Part 2 — "The Program — Second Lien Loans." However, Closing Cost Assistance Loans ("CCALs") provided by the Agency prior to January 1, 2010 ("Pledged CCALs") are not Mortgage Loans. See Part 2 — "Sources of Payment and Security for the Bonds — Pledged CCALs."

For information concerning Mortgage Loans and participations interests see Part 2 Appendix D — "Certain Agency Financial Information and Operating Data — Mortgage Loans."

The Bonds are secured by and payable from (a) the proceeds of the sale of the Bonds, (b) payments of principal of and interest on (i) the Mortgage Loans (which include Second Lien DPALs), and (ii) Pledged CCALs (including, in each case, prepayments and other recoveries of principal in advance of their due date or proceeds received upon the liquidation of Pledged CCALs or defaulted Mortgage Loans, Collateral Mortgage Loans (as defined below) or the sale of Mortgage Loans, Collateral Mortgage Loans, or Pledged CCALs by the Agency), and (c) all other moneys pledged under the Resolution. The Bonds are also secured by mortgage loans credited by the Agency to the Collateral Mortgage Loan Fund ("Collateral Mortgage Loans"). The Pledged CCALs and the Second Lien DPALs are interest-free loans and the Agency will recover a declining portion of the principal amount of any Pledged CCAL or any such Second Lien DPAL only if the borrower sells the related property or refinances at a gain during the first ten years of the loan term. Absent such sale or refinancing, the principal balance of a Pledged CCAL and a Second Lien DPAL is forgiven after ten years. See "Sources of Payment and Security for the Bonds" herein and in Part 2. Payments received in connection with Pledged CCALs are treated as Revenues, but not Principal Prepayments, under the Resolution.

The Bonds are special obligations of the Agency payable solely from and secured by the Pledged Property (as defined in Part 2 — "Sources of Payment and Security for the Bonds — Pledge of the Resolution"). The Bonds are not secured by any fund or account that is subject to replenishment by the State. The Agency has no taxing power. The Bonds are not a debt of the State or of any municipality, and neither the State nor any municipality is liable on the Bonds, nor are the Bonds payable out of any funds other than those of the Agency pledged therefor.

All references in this Part 1 to the Act, the General Resolution, or any Series Resolution are qualified in their entirety by reference to such documents, copies of which are available from the Agency, and all references to the Bonds are qualified in their entirety by reference to the definitive forms thereof and the information with respect thereto contained in the General Resolution, the applicable Series Resolution, this Part 1 and Part 2.

SOURCES OF PAYMENT AND SECURITY FOR THE BONDS

The information set forth below relates primarily to the Offered Bonds or is financial information as of a specified date. It supplements the general discussion and information with respect to Bonds contained in Part 2 "Sources of Payment and Security for the Bonds" and "Summary of Certain Provisions of the General Resolution" and in Part 2 Appendix D — "Certain Agency Financial Information and Operating Data," where certain information relating to the Resolution, Pledged Property, Mortgage Loans, Collateral Mortgage Loans, Additional Bonds and the Cash Flow Statements is discussed and where certain additional information regarding the Debt Reserve Fund and the Loan Loss Fund is set forth.

Debt Reserve Fund and Loan Loss Fund

The amounts on deposit in the Debt Reserve Fund and the Loan Loss Fund, respectively, will be at least equal to, as applicable, the Debt Reserve Requirement or the Loan Loss Requirement on the date of issuance of the Offered Bonds. See Part 2 "Sources of Payment and Security for the Bonds — Debt Reserve Fund" and "— Loan Loss Fund."

Mortgage Pool Insurance

The Mortgage Loans (other than Second Lien DPALs) financed or to be financed from the proceeds of the Prior Series Bonds (including the Offered Bonds) and other moneys available under the General Resolution are covered or will be covered, as applicable, by mortgage pool insurance policies issued by a private qualified mortgage pool insurer or by the Agency's Mortgage Insurance Fund (the "MIF"). For information regarding current private qualified mortgage pool insurers and the MIF and such policies, see Part 2 Appendix B — "Mortgage Insurance and New York Foreclosure Procedures — Mortgage Pool Insurance Policies" and Part 2 Appendix D — "Certain Agency Financial Information and Operating Data — Mortgage Loans— Mortgage Pool Insurance Coverage." Subject to certain limitations, the Agency has the right to cancel such mortgage pool insurance policies altogether or to replace such policies with new policies or with different forms of Supplemental Mortgage Coverage ("SMC") or insurance. For additional information, see Part 2 "Sources of Payment and Security for the Bonds — Mortgage Loans — Requirements of the Series Resolutions." See the definition of Supplemental Mortgage Coverage in Part 2 "Summary of Certain Provisions of the General Resolution — Certain Definitions."

THE OFFERED BONDS

General

The registered owner of each Offered Bond will be the owner thereof as shown in the bond register maintained by or on behalf of the Agency on each Record Date. Unless otherwise set forth in an Agency Request, the "Record Date" with respect to an Offered Bond will be (i) with respect to scheduled payments of principal (including any redemptions resulting from the application of Sinking Fund Requirements) and interest on the Offered Bond, the fifteenth calendar day prior to each payment of principal and interest, (ii) with respect to any redemption (other than a sinking fund redemption) of an Offered Bond, the fifteenth calendar day prior to the date of the first mailing of a notice of redemption, and (iii) with respect to the payment of the Purchase Price of any Offered Bond tendered or deemed tendered as described under "Optional and Mandatory Tender and Remarketing" below, 15 calendar days prior to the date of the first mailing of the required tender notice.

The Offered Bonds bear interest from their Interest Accrual Date and will continue to bear interest on and after the Substitution Date as described under "Interest Provisions" below, payable on the dates set forth on

the cover page. Interest on the Offered Bonds in, both, the Daily Mode and the Weekly Mode will be calculated on the basis of a 365-day year or a 366-day year, as applicable, for the number of days actually elapsed. Each Series of the Offered Bonds will mature on the date and in the amount set forth on the cover page, less mandatory redemptions from Sinking Fund Requirements.

This Remarketing Statement provides information regarding the Offered Bonds only during the period they bear interest in the Daily Mode, defined below, or in the Weekly Mode, defined below, and only while they are the subject of the Applicable Replacement Liquidity Facility.

Redemption

The Offered Bonds in, as applicable, the Daily Mode or the Weekly Mode are subject to redemption at the option of the Agency, in whole or in part, on any date from any available money. The Trustee is required to give notice of any such redemption at least seven days before the date of redemption. A redemption as described in this paragraph may occur in lieu of a mandatory tender and no notice is required in connection with any such redemption in lieu of mandatory tender.

The Offered Bonds are subject to mandatory redemption in part on the respective dates and in the respective amounts as set forth in Appendix D to this Part 1. Such redemptions will be in a principal amount equal to the applicable Sinking Fund Requirement for such date (subject to reduction as discussed under "General Redemption Provisions Applicable to Offered Bonds — Adjustments to and Credits Against Sinking Fund Requirements").

The Redemption Price for any redemption described under this subheading will be equal to the principal amount of the Bonds being redeemed plus accrued interest to the date of redemption.

In any partial redemption of a Series of Offered Bonds, the Agency will redeem Bank Bonds (as hereinafter defined) prior to redeeming other Offered Bonds of the same Series being redeemed. In addition, the Agency has agreed to redeem Series 139 Bank Bonds and Series 144 Bank Bonds, as applicable, each in six equal principal installments, the first of which is payable on the 91st day after such Bonds become Bank Bonds, with each of the subsequent installments being payable 180 days after the prior installment, although any such redemption is payable only if and to the extent certain limited funds are available. The Agency has agreed to redeem Series 207 Bank Bonds in ten equal principal installments, the first of which is payable on the 181st day after such Bonds become Bank Bonds, with each of the subsequent installments being payable 180 days after the prior installment, although any such redemption is payable only if and to the extent certain limited funds are available. See below "Optional and Mandatory Tender and Remarketing — Remarketing — Agency Not Responsible to Bondowners for Failed Purchase or Remarketing of Offered Bonds; Rate Upon Failed Remarketing; No Right to Tender Under Certain Circumstances; Agency Payment to Applicable Liquidity Provider."

General Redemption Provisions Applicable to Offered Bonds

Certain Federal Tax Law Matters. Applicable current Federal tax law requires redemption of each group of Tax Related Bonds on or before certain dates and in certain amounts in order to maintain the exclusion from gross income for Federal income tax purposes of interest on the applicable Series of Offered Bonds. These Federal tax law requirements also include a requirement that certain principal prepayments and scheduled principal repayments of mortgage loans must be applied to pay the principal of bonds either at maturity or by redemption (the "Ten-Year Rule"). The Ten-Year Rule applies to mortgage loan principal prepayments and scheduled principal repayments, in excess of a *de minimis* amount, received, generally, ten years after the date of issuance of the related bonds that financed the applicable mortgage loans. Since the Series 139 Bonds and the Series 144 Bonds were issued more than ten years prior to the Substitution Date, the Ten-Year Rule applies as of the Substitution Date to 100% of the Principal Prepayments and scheduled principal repayments of Mortgage Loans financed by, or otherwise attributable to, each group of the Tax Related Bonds related to the Series 139 Bonds and the Series 144 Bonds. For refunding bonds, *however,* the Ten-Year Rule states that the

ten-year period begins on the date of issuance of the refunded bonds or the date of issuance of the earliest bonds in a series of refundings. Since the group of Tax Related Bonds that includes the Series 207 Bonds includes Bonds that are treated under the Code as refunding bonds that had many different respective dates of issuance, the Ten-Year Rule applies as of the Substitution Date to a percentage of the Principal Prepayments and scheduled principal repayments of Mortgage Loans financed by, or otherwise attributable to, the group of Tax Related Bonds ("Tax Related Bonds Restricted Principal") and increases in subsequent semiannual periods. If the Ten-Year Rule is not repealed or amended, the expected percentage for the group of Tax Related Bonds, for each expected applicable period, is approximately as reflected in the following table:

Tax Related Bonds Restricted Principal with respect to the Series 205 Bonds, Series 206 Bonds and Series 207 Bonds

Period (dates inclusive)	Cumulative Percentage
Substitution Date to and including August 13, 2018	16%
August 14, 2018 to and including January 21, 2019	24
January 22, 2019 to and including May 5, 2020	26
May 6, 2020 to and including September 29, 2020	27
September 30, 2020 to and including March 30, 2021	28
March 31, 2021 to and including November 15, 2021	32
November 16, 2021 to and including July 17, 2023	33
July 18, 2023 to and including July 20, 2026	35
July 21, 2026 to and including March 22, 2027	36
March 23, 2027 to and including November 15, 2027	37
November 16, 2027 to Final Maturity of Series 205 Bonds, Series 206 Bonds and Series 207 Bonds	100.00

To the extent that the amount of Tax Related Bonds Restricted Principal applicable to each group of Tax Related Bonds exceeds the principal amount of such Tax Related Bonds maturing or being redeemed from Sinking Fund Requirements, the Code requires the Agency to redeem such Tax Related Bonds. The Agency also has the right to use Principal Prepayments and scheduled principal repayments of Mortgage Loans, including Mortgage Loans financed by or otherwise attributable to each group of Tax Related Bonds, to redeem Offered Bonds, in excess of the amounts required by the Code.

See Appendix A — "Certain Additional Federal Income Tax Matters — Other Requirements Imposed by the Code — Required Redemptions."

Current Federal tax law requires a payment to the United States from certain mortgagors whose mortgage loans are originated after December 31, 1990. See Appendix A — "Certain Additional Federal Income Tax Matters — Other Requirements Imposed by the Code — Recapture Provision." Such requirement remains in effect with respect to any mortgage loan subject thereto for a period ending nine years from the closing of such mortgage loan. The Agency has agreed to reimburse mortgagors for the amount of such payment for all Mortgage Loans closed after July 16, 2007. Three mortgagors have received such reimbursement from the Agency.

See Appendix A — "Certain Additional Federal Income Tax Matters — Other Requirements Imposed by the Code — Recapture Provision."

Principal Prepayments. The General Resolution defines "Principal Prepayment" to mean any payment by a mortgagor or other recovery of principal on a Mortgage Loan or Collateral Mortgage Loan that is not applied to a scheduled installment of principal of and interest on a Mortgage Loan or Collateral Mortgage Loan (including any deficiency in the payment of any scheduled installments of principal and interest then due and payable or interest paid in connection with a voluntary prepayment of a Mortgage Loan or Collateral Mortgage

Loan) and the portion of any Insurance Proceeds (to the extent not applied to the repair or restoration of any mortgaged premises), Liquidation Proceeds or other payments representing such principal amounts, including from the sale of a Mortgage Loan or a Collateral Mortgage Loan. Proceeds of the voluntary sale of Mortgage Loans and Collateral Mortgage Loans that are not in default are considered Principal Prepayments. However, Principal Prepayments of Mortgage Loans and Collateral Mortgage Loans that can be applied by the Agency to the redemption of the Offered Bonds or that must be applied by the Agency to the redemption of the Offered Bonds pursuant to certain tax covenants or the General Resolution requirement described in the fifth sentence of this paragraph do not include the proceeds of the voluntary sale of Mortgage Loans or Collateral Mortgage Loans, *unless* such Mortgage Loans or Collateral Mortgage Loans are (a) in default, (b) not in compliance with the Agency's Program requirements, or (c) sold in order to meet the Agency's tax covenants. Proceeds of the sale of defaulted Mortgage Loans and defaulted Collateral Mortgage Loans received in connection with the liquidation of such Mortgage Loans and Collateral Mortgage Loans are considered Liquidation Proceeds, are included within the definition of Principal Prepayments. Each Series Resolution with respect to each Series of the Prior Series Bonds, including the Offered Bonds, restricts the Agency's ability to hold more than $250,000 of Principal Prepayments with respect to the respective Series or Subseries on deposit under the General Resolution for more than one year unless certain investment criteria are met. Payments on Pledged CCALs are treated as Revenues, but are not Principal Prepayments, under the Resolution.

Prepayment Assumptions in Structuring; Uses of Principal Prepayments and Revenues. The maturities and the Sinking Fund Requirements, if any, of the Prior Series Bonds, including the Offered Bonds, were determined based on certain assumptions regarding the receipt of Principal Prepayments on Mortgage Loans and, with respect to certain Series of Prior Series Bonds, Collateral Mortgage Loans. The Agency expects prepayments to occur with respect to its entire portfolio of Mortgage Loans and Collateral Mortgage Loans. The Agency is required to apply certain of such Principal Prepayments to the redemption of certain Bonds. The Agency, at its option, may or may not apply those Principal Prepayments that it is not required to apply to redeem Bonds (as described in the preceding sentence) to the redemption of Bonds of any Series (with certain exceptions), and has generally done so. The Agency has occasionally exercised its right to finance Mortgage Loans with available Revenues (including Principal Prepayments that are not required to redeem Bonds), including this year. The Agency has primarily used Principal Prepayments to redeem Bonds. See Part 2 "Sources of Payment and Security for the Bonds —Mortgage Loans."

Adjustments to and Credits Against Sinking Fund Requirements. Pursuant to the Resolution, if less than all of the Term Bonds Outstanding of any maturity and interest rate of a Series (or Subseries, if applicable) is purchased or called for redemption (other than in satisfaction of Sinking Fund Requirements), the principal amount of such Term Bonds that are so purchased or redeemed will be credited, to the extent practicable, except as otherwise provided in an Agency Request, against all remaining Sinking Fund Requirements for the Term Bonds of such Series (or Subseries, if applicable), interest rate, and maturity in the proportion which the then remaining balance of each such Sinking Fund Requirement bears to the total of all Bonds of such Series (or Subseries, if applicable), interest rate, and maturity then Outstanding.

In addition, upon a Conversion of less than all of a Series of Offered Bonds, the principal amount of each applicable Sinking Fund Requirement will be allocated to the portion of such Series of Offered Bonds that is the subject of the Conversion on a proportionate basis (based on the ratio that the principal amount of the Series of Offered Bonds being converted bears to the original principal amount of such Series of Offered Bonds).

General Provisions as to Purchase or Redemption of Bonds. Pursuant to the General Resolution, the Trustee may at any time purchase Bonds:

(i) that are subject to Sinking Fund Requirements on the next date such payments are scheduled, upon direction of any Authorized Representative, from moneys on deposit in the Revenue Fund prior to being transferred to the Principal Account in satisfaction of such Sinking Fund Requirements, at a price, *except* as described below, not to exceed the Redemption Price (plus accrued interest to the date of redemption, if any) that would be payable on the next redemption date; no such

purchase may be made, *however,* by the Trustee after the giving of notice of redemption by the Trustee; and

(ii) from moneys on deposit in the Special Redemption Account and the Optional Redemption Account, upon direction of any Authorized Representative, at a price, *except* as described below, not to exceed the Redemption Price (plus accrued interest to the date of redemption, if any) that would be payable on the next redemption date; no such purchase may be made, *however,* after the giving of notice by the Trustee that such Bonds are subject to redemption, *except* from moneys other than moneys set aside for such redemption.

Subject to applicable law, notwithstanding the maximum purchase price set forth in (i) and (ii) above, if at any time the investment earnings on the moneys available for such purchase shall be less than the interest accruing on the Bonds to be redeemed, then the Trustee may pay a purchase price for any such Bond in excess of the Redemption Price that would be payable on the next redemption date to the Owner of such Bond under the applicable Series Resolution, if an Authorized Representative certifies to the Trustee that the amount paid in excess of said Redemption Price is less than the interest that is to accrue on said Bond less any investment earnings on such available moneys for the period from the settlement date of the proposed purchase to the redemption date.

Selection of Bonds for Redemption. The Trustee will select the Bonds or portions of Bonds to be redeemed or purchased in accordance with the General Resolution and the applicable Series Resolution. Except as otherwise stated in the Series Resolution authorizing a Series of Bonds with respect to all or any part of the Series of Bonds authorized thereunder, moneys will, upon direction by an Agency Request to the Trustee, be applied by the Trustee to the purchase or the redemption of Bonds selected from among the Series (and Subseries, if applicable), maturities, and interest rates on the basis specified by the Agency in such Agency Request accompanied by a Cash Flow Certificate or Cash Flow Statement. (See "The Offered Bonds — Redemption" with respect to the Offered Bonds.)

Except as otherwise provided in a Series Resolution, if less than all of the Bonds of one Series (and Subseries, if applicable) and one maturity bearing the same interest rate (and otherwise of like tenor) are called for redemption, the particular Bonds of such Series (and Subseries, if applicable) and maturity bearing the same interest rate (and otherwise of like tenor) to be redeemed will be selected not later than 20 days prior to the date fixed for redemption in such manner as directed by the Agency pursuant to an Agency Request or, if no such direction is received by the Trustee, by lot or in such manner as the Trustee in its discretion may determine; *provided, however,* that the portion of Bonds of any such maturity and Series (and Subseries, if applicable) to be redeemed will be in the minimum principal amount or an integral multiple thereof established for such Bonds in the applicable Series Resolution, and that in selecting Bonds for redemption, the Trustee will treat each Bond as representing that number of Bonds that is obtained by dividing the principal amount of such Bond by said minimum principal amount. (See "The Offered Bonds — Redemption.")

Notice of Redemption. Unless otherwise provided in the applicable Series Resolution or waived by the Bondowner or except as described above (see "The Offered Bonds — Redemption"), notice of any redemption will be mailed at least 15 days but no more than 90 days prior to the date set for redemption to the registered Owners of Bonds to be redeemed at their addresses as they appear in the registration books kept by the Bond Registrar. In the case of redemption that is conditioned on the occurrence of certain events, the notice of redemption will set forth, among other things, the conditions precedent to the redemption. Once a redemption notice is sent in accordance with the provisions of the Resolution, any such notice shall be effective with respect to an Offered Bond to be redeemed whether or not received by the Bondowner thereof. Each Offered Bonds Series Resolution provides that so long as all of the Offered Bonds of the applicable Series are immobilized in the custody of DTC, notice of redemption of such Series of Offered Bonds will be delivered by the Trustee to DTC no less than the minimum number of days then required by DTC prior to the date set for redemption. DTC is responsible for notifying Direct Participants, and Direct Participants and Indirect Participants are responsible for notifying Beneficial Owners. Neither the Trustee nor the Agency is responsible for sending notices to Beneficial Owners or for the consequences of any action or inaction by the Agency as a result of the response or

failure to respond by DTC or its nominee as Bondholder. ("Participants," "Indirect Participants," and "Beneficial Owners" are defined in Appendix E — "Book Entry Only.")

Interest Provisions

The Offered Bonds, as applicable, in the Daily Mode or the Weekly Mode, (other than Offered Bonds purchased with funds provided pursuant to the Applicable Replacement Liquidity Facility ("Bank Bonds")) bear interest at a Daily Rate or a Weekly Rate (each as defined below).

Daily Rate. The Series 139 Bonds and the Series 144 Bonds currently bear interest at Daily Rates. A "Daily Rate" is a rate that will take effect on each day of the week, except that if such day is not a Business Day (as defined below), the Daily Rate for such day shall be the Daily Rate determined on the last Business Day (the "Daily Effective Rate Date") and remain in effect until the next Business Day. The Daily Rate will be determined by the applicable Remarketing Agent by 10:00 a.m. each day, New York City time, on each Business Day (each a "Daily Rate Determination Date"). If, and when, the mode of any of the Series 139 Bonds and the Series 144 Bonds (or a portion thereof) is changed from the Daily Mode to the Weekly Mode, such Series of Offered Bonds (or such portion thereof) will bear interest at the Weekly Rate as described below.

Weekly Rate. The Series 207 Bonds currently bear interest at Weekly Rates and will initially bear interest at a rate determined on May 2, 2018, prior to the Substitution Date, that will be effective through May 8, 2018. A "Weekly Rate" is a rate that will take effect on Wednesday of each week (the "Weekly Effective Rate Date" and, together with the Daily Effective Rate Date, each an "Effective Rate Date") and remain in effect until the next Tuesday. The Weekly Rate will be determined by the applicable Remarketing Agent (a) for the Series 139 Bonds and the Series 144 Bonds, by 4:00 p.m. New York City time on the first Business Day preceding the related Weekly Effective Rate Date and (b) for the Series 207 Bonds, by 11:00 a.m. New York City time on the Effective Rate Date (each date on which a Weekly Rate is determined is a "Weekly Rate Determination Date," and, together with the Daily Rate Determination Date, each a "Rate Determination Date"). If, and when, the mode of any of the aforementioned Series of Offered Bonds (or a portion thereof) is changed from the Weekly Mode to the Daily Mode, such Series of Offered Bonds (or such portion thereof) will bear interest at the Daily Rate as described above.

General. In no event will the Offered Bonds bear interest at a rate in excess of the lesser of 12% per annum or the maximum allowable interest rate for the applicable Offered Bonds permitted under State law (the "Maximum Rate"). The Trustee will provide monthly statements to DTC setting forth, as applicable, the Daily Rates or the Weekly Rates for the prior month within seven Business Days of the end of each calendar month. "Business Day" means any day on which: (i) banks are open for business (a) in the city in which the principal corporate trust office of the Trustee is located, (b) in the city in which the office of the applicable Liquidity Provider at which demands for payment under the Applicable Replacement Liquidity Facility are to be honored is located, (c) in the city in which the corporate trust office of the Tender Agent at which the Bonds may be tendered for purchase by the holders thereof is located, and (d) in the city in which the principal office of the applicable Remarketing Agent is located, (ii) the offices of the Agency are generally open for business and (iii) on which The New York Stock Exchange is open.

Except as described below, the Daily Rate and the Weekly Rate will be the lowest rate, not exceeding the Maximum Rate, which, in the determination of the applicable Remarketing Agent, as of the Rate Determination Date and under prevailing market conditions, would result as nearly as practicable in the market value of the applicable Series of Offered Bonds on the Effective Rate Date being 100% of the principal amount thereof.

The determination by each Remarketing Agent of, as applicable, the Daily Rate or the Weekly Rate to be borne by the applicable Series of Offered Bonds will be conclusive and binding on the Owners of such Offered Bonds. Failure by each Remarketing Agent or the Trustee to give any notice required under any Offered Bonds Series Resolution, or any defect in such notice, will not affect the interest rate borne by the related Series of Offered Bonds or the rights of the Bondowners thereof.

Bank Bonds will bear interest at the Bank Rate (as defined in the Applicable Replacement Liquidity Facility) determined pursuant to such Replacement Liquidity Facility. The Bank Rate may be substantially higher than the rates borne by the related Series of Offered Bonds that are not Bank Bonds.

If for any reason the position of Remarketing Agent with respect to any Series of Offered Bonds is vacant or the applicable Remarketing Agent does not set a rate, the Effective Rate on the related Series of Offered Bonds shall be the interest rate as determined or caused to be determined on each Rate Determination Date, at the expense of the Agency, by the Trustee, to be the lesser of (i) the Index plus 0.25% or (ii) the Maximum Rate. The "Index" is (i) if made available to the Trustee, the most recent seven-day The Securities Industry Financial Marketing Association™ ("SIFMA") Municipal Swap Index (the "SIFMA Index"), or (ii) if said SIFMA Index is not made available to the Trustee, the most recent seven-day SIFMA Index published in The Bond Buyer. (The SIFMA Index is an index based on the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specific criteria established by SIFMA. If the SIFMA Index becomes unavailable, the Kenny Index shall be deemed to be the SIFMA Index and, if the Kenny Index becomes unavailable, a comparable index is to be selected by the applicable Remarketing Agent.) If for any reason the Trustee is unable to determine the Effective Rate for any Series of Offered Bonds by reference to the Index, then the Effective Rate shall be determined on each Rate Determination Date applicable to such Series by the Trustee and shall equal the lesser of (i) the Maximum Rate, or (ii) 72% of the interest rate applicable to 13-week United States Treasury Bills (or then comparable United States Treasury obligations) determined on the basis of the average per annum discount rate at which such 13-week United States Treasury Bills (or then comparable United States Treasury obligations) have been sold at the most recent Treasury auction (or the comparable United States Treasury marketing transaction). If the Trustee is unable to determine such rate with respect to the related Series of Offered Bonds, the Effective Rate to take effect on an Effective Rate Date shall be the interest rate in effect on the preceding day.

Optional and Mandatory Tender and Remarketing

Mode Changes; Conversion

The Agency may elect with respect to all or a portion of the Offered Bonds, subject to the conditions set forth in the applicable Offered Bonds Series Resolution (1) to designate a date on which a Mode Change will take effect (a "Mode Change Date") or (2) to designate a date on which a Conversion will take effect (a "Conversion Date"). The Trustee will give notice to the affected Bondowners not less than seven days before, as applicable, a Mode Change or Conversion Date. On each Mode Change Date or Conversion Date, the Offered Bonds to which such Mode Change or Conversion applies will be subject to mandatory tender for purchase.

The Agency has the right to select whether Offered Bonds or Bank Bonds, and the respective principal amounts of each, will be the subject of any Conversion or Mode Change.

If the Agency cancels a Conversion or Mode Change, the Trustee shall give notice of such cancellation to the applicable Bondowners at least three days prior to the proposed Conversion Date or Mode Change Date. In the event of a failed or cancelled Conversion or Mode Change, the Offered Bonds will not be purchased and will bear interest at a Weekly Rate.

Optional Tender

Bondowners of Offered Bonds in the Daily Mode may elect to tender their Offered Bonds to the applicable Remarketing Agent and the Tender Agent for purchase, by providing written notice to the applicable Remarketing Agent and the Tender Agent not later than 11:00 a.m. New York City time on any Business Day, which Business Day will be the tender and purchase date. Bondowners of Offered Bonds in the Weekly Mode may elect to tender their Offered Bonds for purchase, by providing written notice to the applicable Remarketing Agent and the Tender Agent not later than 5:00 p.m. New York City time on any Business Day that is at least seven calendar days before the purchase date, which must be a Business Day and must be set forth in such tender notice. Such Offered Bonds will be purchased on the purchase date specified in the notice at a price equal to

100% of the principal amount thereof plus accrued interest (the "Purchase Price"), subject to the conditions described below under "Agency Not Responsible to Bondowners for Failed Purchase or Remarketing of Offered Bonds; Rate Upon Failed Remarketing; No Right to Tender Under Certain Circumstances; Agency Payment to Applicable Liquidity Provider." Such notice of optional tender for purchase of Offered Bonds by the Bondowners thereof will be irrevocable once such notice is given to the applicable Remarketing Agent and the Tender Agent.

The interest rate applicable to Offered Bonds upon a failure of an optional tender are described below under "Agency Not Responsible to Bondowners for Failed Purchase or Remarketing of Offered Bonds; Rate Upon Failed Remarketing; No Right to Tender Under Certain Circumstances; Agency Payment to Applicable Liquidity Provider."

Mandatory Tender

Each Series of the Offered Bonds, or any portion thereof, are subject to mandatory tender for purchase (with no right to retain) (1) on a Mode Change Date for such Series of Offered Bonds, (2) if either (i) the Agency has determined to terminate the Applicable Replacement Liquidity Facility in accordance with its terms (which includes termination in connection with substituting a new liquidity facility for the Applicable Replacement Liquidity Facility) or (ii) the Trustee has not received notice from the applicable Liquidity Provider on or prior to 45 days prior to the scheduled expiration of the Applicable Replacement Liquidity Facility that such Replacement Liquidity Facility will be extended or renewed (a "Liquidity Expiration Event") for such Series of Offered Bonds, on a date not less than five days prior to the scheduled expiration or earlier termination of the Applicable Replacement Liquidity Facility, (3) on any Conversion Date for such Series of Offered Bonds, (4) upon receipt of a notice of termination (as described in the Applicable Replacement Liquidity Facility) by the Trustee following the occurrence of certain of the events of default under the Applicable Replacement Liquidity Facility, on a date not less than five days prior to the date on which such Replacement Liquidity Facility will terminate and (5) for the Series 207 Bonds, upon the Agency obtaining a new liquidity facility when an Applicable Replacement Liquidity Facility is no longer in effect (each a "Mandatory Tender Date"), at the Purchase Price. In connection with any mandatory tender of a Series of Offered Bonds, the Trustee will deliver a notice of mandatory tender to the owners of such Offered Bonds, at least seven days prior to the Mandatory Tender Date, stating the reason for the mandatory tender, the date of mandatory tender, and that all Bondowners of such Offered Bonds subject to such mandatory tender will be deemed to have tendered their Offered Bonds on such date. If the Agency cancels a Conversion or Mode Change, the Trustee shall give notice of such cancellation to the applicable Bondowners, at least three days prior to the proposed Conversion Date or Mode Change Date.

If less than all of a Series of Offered Bonds is subject to mandatory tender, the Agency can direct the particular Bonds of a Series of Offered Bonds that are to be subject to mandatory tender. If no Agency direction is given, the Trustee should make such directions by lot.

In the event of a failed or cancelled Conversion or Mode Change, the Offered Bonds will not be purchased and will bear interest at a Weekly Rate.

Remarketing

In the event the applicable Remarketing Agent is unable to remarket the applicable Series of Offered Bonds so tendered while the Applicable Replacement Liquidity Facility is in effect, the applicable Liquidity Provider will purchase such Offered Bonds in accordance with the terms of the applicable Bank of America Liquidity Facility, subject to the conditions described below under "Replacement Liquidity Facilities —— The Bank of America Liquidity Facilities," and the Royal Bank Liquidity Facility, subject to the conditions described below under "Replacement Liquidity Facilities – The Royal Bank of Canada," as applicable. Each Remarketing Agent will not be required to remarket the applicable Offered Bonds under certain conditions, including after the occurrence and continuation of an Event of Default under the Resolution or an event of default under the Applicable Replacement Liquidity Facility. The Agency has entered into a Remarketing Agreement with respect

each Series of the Offered Bonds with the Remarketing Agent designated in the "Introduction" hereof. Pursuant to each Remarketing Agreement, the applicable Remarketing Agent has undertaken the duties of Remarketing Agent for the related Series of Offered Bonds, including the remarketing of tendered Offered Bonds of such Series and the determination of interest rates on such Series of Offered Bonds. Each Remarketing Agreement provides that the applicable Remarketing Agent may at any time resign and be discharged of its duties, by giving 30 days' written notice, and that the Agency may remove the applicable Remarketing Agent upon 30 days' written notice, except that such resignation or removal of such Remarketing Agent shall not take effect until the appointment of a successor Remarketing Agent.

Agency Not Responsible to Bondowners for Failed Purchase or Remarketing of Offered Bonds; Rate Upon Failed Remarketing; No Right to Tender Under Certain Circumstances; Agency Payment to Applicable Liquidity Provider

The Agency has no obligation to pay the Purchase Price of Offered Bonds tendered for purchase. Under the terms and provisions of each Remarketing Agreement and each Replacement Liquidity Facility, the Purchase Price of each Series of Offered Bonds will be payable from moneys furnished in connection with the remarketing of such Series of Offered Bonds (other than with respect to Ineligible Bonds of each such Series) or from the Applicable Replacement Liquidity Facility. The Agency is not responsible for any failure by the applicable Liquidity Provider to purchase the applicable Series of Offered Bonds tendered at the option of the Bondowner or subject to mandatory tender for purchase pursuant to any Offered Bonds Series Resolution, or for the applicable Remarketing Agent's failure to remarket the applicable Series of Offered Bonds. Failure to purchase an Offered Bond tendered at the option of the Bondowner or subject to mandatory tender for purchase as described above and in accordance with the related Offered Bonds Series Resolution does not constitute an Event of Default under the Resolution.

Upon the occurrence of certain events under each Replacement Liquidity Facility, the applicable Liquidity Provider's obligation to purchase the related Series of Offered Bonds under the Applicable Replacement Liquidity Facility will immediately terminate or suspend without notice or other action on the part of the applicable Liquidity Provider. See "Replacement Liquidity Facilities" herein. The Agency is not responsible to Bondowners for any failure by the applicable Liquidity Provider to purchase Offered Bonds tendered at the option of the Bondowner or subject to mandatory tender for purchase pursuant to the related Offered Bonds Series Resolution.

If Bank Bonds exist, each Replacement Liquidity Facility requires the Agency, in addition to paying interest on Bank Bonds, to repay the applicable Liquidity Provider for the Purchase Price of the related Series of Offered Bonds paid by the applicable Liquidity Provider, unless such Bank Bonds are remarketed. The Agency has agreed, subject to certain conditions (including that such payments be permitted by the most recent Cash Flow Statement) to pay such amounts from the Pledged Property. See Part 2 "Sources of Payment and Security for the Bonds — Cash Flow Statements" and clause (v) under "Summary of Certain Provisions of the General Resolution — General Fund." Each Bank of America Liquidity Facility provides that the principal portion of such amounts must be repaid in full by the earlier of the end of the commitment period or the 91st day after payment of the Purchase Price unless certain conditions are satisfied. See "The Bank of America Liquidity Facilities." If the conditions are satisfied, each Bank of America Liquidity Facility provides that the principal portion of the Purchase Price must be repaid in six equal (or nearly equal) installments, beginning on the 91st day after payment of the Purchase Price, with each subsequent installment being payable 180 days after the prior installment. The Royal Bank Liquidity Facility provides that the principal portion of such amounts must be repaid in full by the earlier of the end of the commitment period or the 181st day after payment of the Purchase Price unless certain conditions are satisfied. See "The Royal Bank Liquidity Facility." If the conditions are satisfied, the Royal Bank Liquidity Facility provides that the principal portion of the Purchase Price must be repaid in 10 equal semiannual installments, beginning on the 181st day after payment of the Purchase Price, with each subsequent installment being payable 180 days after the prior installment. Each of these payments may exceed the Sinking Fund Requirement, if any, applicable to such Bank Bonds which is due during the corresponding period. Interest on Bank Bonds is paid at the rate set forth in the Applicable Replacement Liquidity Facility and is payable on each Interest Payment Date, upon redemption of any Bank Bond (to the

extent there is accrued interest from the preceding Interest Payment Date) and the final principal installment date.

In the event that the applicable Liquidity Provider is terminated or suspended without an applicable Bondowner right to tender or that the applicable Liquidity Provider fails to purchase any Series of Offered Bonds tendered or deemed tendered for purchase by the Bondowners thereof, the only source for payment of the Purchase Price of such Series of Offered Bonds tendered pursuant to an optional or mandatory tender will be the proceeds (if any) of a successful remarketing. Under such circumstances, such Bondowners may be required to hold their Offered Bonds to their maturity or prior redemption and such Offered Bonds will bear interest as described above under "Interest Provisions."

If any Remarketing Agent fails to remarket the respective Series of Offered Bonds for which it serves as Remarketing Agent the Series 139 Bonds and the Series 144 Bonds will bear interest as described above under "Interest Provisions." With respect to the Series 207 Bonds, (a) in the event of a failed remarketing in connection with a mandatory tender when the Royal Bank Liquidity Facility is not in place, such Bonds shall bear interest in a Weekly Mode and (b) in the event of a failed remarketing of such Bonds subject to optional tender when the Royal Bank Liquidity Facility is not in place, such Bonds will continue to bear interest in either the Daily Mode or the Weekly Mode, whichever was in effect for such Bonds prior to such tender.

INFORMATION CONCERNING SALES OF OFFERED BONDS BY EACH REMARKETING AGENT

The information contained under this heading "Information Concerning Sales of Offered Bonds by Each Remarketing Agent" has been provided by the Remarketing Agents for use in this Remarketing Statement but has not been required by the Agency to be included herein and, except to the extent such information describes express provisions of each Offered Bonds Series Resolution, the Agency does not accept any responsibility for its accuracy or completeness.

Each Remarketing Agent Is Paid by the Agency. Each Remarketing Agent's responsibilities include determining the interest rate from time to time and remarketing the applicable Series of Offered Bonds that are optionally or mandatorily tendered by the Owners thereof (subject, in each case, to the terms of the related Offered Bonds Series Resolution and the related Remarketing Agreement), all as further described in this Remarketing Statement. Each Remarketing Agent is appointed by the Agency and is paid by the Agency for its services. As a result, the interests of each Remarketing Agent may differ from those of existing holders and potential purchasers of the applicable Series of Offered Bonds.

Each Remarketing Agent May Purchase Offered Bonds for its Own Account. Each Remarketing Agent acts as remarketing agent for a variety of variable rate demand obligations and, in its sole discretion, may purchase such obligations for its own account. Each Remarketing Agent is permitted, but not obligated, to purchase tendered Offered Bonds for its own account and, in its sole discretion, may acquire such tendered Offered Bonds in order to achieve a successful remarketing of such Offered Bonds (*i.e.,* because there otherwise are not enough other buyers to purchase such Offered Bonds) or for other reasons. *However,* each Remarketing Agent is not obligated to purchase Offered Bonds, and may cease doing so at any time without notice. Each Remarketing Agent may also make a market in the Offered Bonds by purchasing and selling Offered Bonds (including those for which it serves as Remarketing Agent) other than in connection with an optional or mandatory tender and remarketing. Such purchases and sales may be at or below par. *However,* each Remarketing Agent is not required to make a market in the Offered Bonds. If a Remarketing Agent purchases Offered Bonds for its own account, it may offer those Offered Bonds at a discount to some purchasers. Each Remarketing Agent may also sell any Offered Bonds it has purchased to one or more affiliated investment vehicles for collective ownership or enter into derivative arrangements with affiliates or others. The purchase of Offered Bonds by each Remarketing Agent may create the appearance that there is greater third party demand for the Offered Bonds in the market than is actually the case. The practices described above also may result in fewer Offered Bonds being tendered in a remarketing.

Offered Bonds May Be Offered at Different Prices on any Date. Pursuant to each Remarketing Agreement, each Remarketing Agent is required to determine on the applicable date determined in accordance with the applicable Offered Bonds Series Resolution (each a "Rate Setting Date") the applicable rate of interest that, in its judgment, is the lowest rate, not exceeding the Maximum Rate, which, in the determination of each Remarketing Agent, as of each Rate Setting Date and under prevailing market conditions, would result as nearly as practicable in the market value of Bonds of the related Series of Offered Bonds being 100% of the principal amount thereof on the date the rate becomes effective (each an "Effective Date"). The interest rate will reflect, among other factors, the level of market demand for such Series of Offered Bonds (including whether each Remarketing Agent is willing to purchase such Series of Offered Bonds for its own account). Each Remarketing Agreement requires that each Remarketing Agent use its best efforts to sell tendered Offered Bonds for which it serves as Remarketing Agent at par, plus accrued interest. There may or may not be Offered Bonds tendered and remarketed on a Rate Setting Date or an Effective Date, each Remarketing Agent may or may not be able to remarket any Offered Bonds tendered for purchase on such date at par and each Remarketing Agent may sell Bonds of the applicable Series of Offered Bonds at varying prices to different investors on such date or any other date. Each Remarketing Agent is not obligated to advise purchasers in a remarketing if it does not have third party buyers for all of the Bonds of the Series Offered Bonds at the remarketing price. Each Remarketing Agent, in its sole discretion, may offer Bonds of the applicable Series of Offered Bonds on any date, including the related Rate Setting Date, at a discount to par to some investors.

Under Certain Circumstances, each Remarketing Agent May Be Removed, Resign or Cease Remarketing the Offered Bonds. Each Remarketing Agreement allows the applicable Remarketing Agent to cease its remarketing activities under certain circumstances. In the event of a cessation, the related Series of Offered Bonds will bear interest at the rate described under "The Offered Bonds — Interest Provisions" above, and Owners optionally tendering such Series of Offered Bonds will be paid from draws on the Applicable Replacement Liquidity Facility pursuant to its terms. See "The Ability to Sell the Offered Bonds Other Than through Tender Process May Be Limited" below.

The Ability to Sell the Offered Bonds Other Than through Tender Process May Be Limited. Each Remarketing Agent may buy and sell the Offered Bonds other than through the tender process. However, it is not obligated to do so and may cease doing so at any time without notice and may require Owners that wish to tender such Offered Bonds to do so through the Tender Agent with appropriate notice. Thus, investors who purchase Offered Bonds, whether in a remarketing or otherwise, should not assume that they will be able to sell their Offered Bonds other than by tendering such Offered Bonds in accordance with the tender process.

Limits on Bank of America's or Royal Bank's Obligation to Purchase Offered Bonds Tendered for Purchase. Under certain circumstances, Bank of America or Royal Bank is not obligated to purchase tendered Offered Bonds that are covered by the Applicable Replacement Liquidity Facility. In addition, Bank of America or Royal Bank may fail to purchase such tendered Offered Bonds even when they are obligated to do so. In either case, such Offered Bonds would bear interest as described under "The Offered Bonds — Interest Provisions."

Neither Bank of America nor Royal Bank is obligated to purchase Ineligible Bonds of the applicable Offered Bonds Series.

REPLACEMENT LIQUIDITY FACILITIES

The Bank of America Liquidity Facilities

General. The following summarizes certain provisions of the Bank of America Liquidity Facilities providing liquidity support for the Agency's Homeowner Mortgage Revenue Bonds, Series 139 and Series 144, to which reference is made for the detailed provisions thereof. The Bank of America Liquidity Facilities contain various provisions, covenants and conditions, certain of which are summarized below. This summary does not purport to be comprehensive or definitive and is subject in all respects to all of the terms and provisions of the Bank of America Liquidity Facilities, to which reference is made hereby. Investors can and should obtain and

review a copy of the Bank of America Liquidity Facilities in order to understand all of its terms. Certain words or terms used in the following summary are defined below and other words or terms not defined below are defined elsewhere in this Remarketing Statement or in the Bank of America Liquidity Facilities or the Bond Resolutions, and reference thereto is made for such definitions.

Each Bank of America Liquidity Facility is only available with respect to the specified series of Bonds, both of which are Eligible Bonds. The Bank of America Liquidity Facilities contain various provisions, covenants and conditions, certain of which are summarized below. ***References under this heading "The Bank of America Liquidity Facilities" to the Offered Bonds shall include only the Series 139 Bonds or the Series 144 Bonds, as applicable, bearing interest at a Covered Rate.***

The Bank of America Liquidity Facilities require Bank of America to provide funds for the purchase of the applicable Series 139 Bonds or Series 144 Bonds that have been tendered and not remarketed subject to certain conditions described below. The Bank of America Liquidity Facilities do not guarantee the payment of principal of or interest or redemption premium, if any, of the related Series of Offered Bonds in the event of non-payment of such interest, principal or redemption premium, if any, by the Agency.

The obligation of Bank of America pursuant to the Bank of America Liquidity Facilities is to provide funds for the purchase of the related Series of Offered Bonds that have been tendered and not remarketed. This obligation shall end on the earliest of (i) May 4, 2021 (the "Expiration Date"), as such date may be extended from time to time in accordance with the related Bank of America Liquidity Facility, (ii) the date on which no Eligible Bonds of the applicable Series are Outstanding, (iii) the close of business on the Business Day immediately succeeding the Conversion Date, (iv) the close of business on the thirtieth (30th) day following the date on which a Notice of Termination Date (as defined below) is received by the Agency and the Tender Agent pursuant to the applicable Bank of America Liquidity Facility, or if such thirtieth (30th) day is not a Business Day, the next succeeding Business Day, and (v) the date on which the Available Commitment has been reduced to zero or terminated in its entirety at the option of the Agency, or under the circumstances described below under the heading "Events of Default; Remedies" (other than as set forth in clause (iv) above). The foregoing sentence defines the term "Commitment Period."

Subject to the terms and conditions of the Bank of America Liquidity Facilities, Bank of America agrees from time to time during the Commitment Period to purchase, with its own funds, Eligible Bonds, which are tendered pursuant to the applicable Offered Bonds Series Resolution and not remarketed, at the Purchase Price on a Purchase Date. The aggregate principal amount (or portion thereof in denominations authorized by the Bond Resolutions or any integral multiple thereof) of any Eligible Bond purchased on any Purchase Date shall not exceed the Available Principal Commitment (calculated without giving effect to any purchase of Eligible Bonds by Bank of America on such date) at 10:00 a.m. New York City time on such Purchase Date and the portion of the Purchase Price constituting accrued interest on Eligible Bonds shall not exceed the lesser of (a) the Available Interest Commitment at 10:00 a.m. New York City time on such Purchase Date and (b) the actual aggregate amount of interest accrued on any Eligible Bond to but excluding such Purchase Date. Any Eligible Bonds so purchased shall thereupon constitute Bank Bonds and shall, from the date of such purchase and while they are Bank Bonds, bear interest at the Bank Rate and have other characteristics of Bank Bonds as set forth in the Bond Resolutions, the Bank of America Liquidity Facilities and the applicable Series 139 Bonds or Series 144 Bonds.

If, on any Purchase Date during the Commitment Period, Bank of America receives not later than 12:30 p.m., New York City time, a notice of bank purchase from the Tender Agent, Bank of America shall, subject to the conditions set forth in the Bank of America Liquidity Facilities, transfer to the Tender Agent not later than 2:30 p.m., New York City time, on such Purchase Date, in immediately available funds, an amount equal to the aggregate Purchase Price of all or such portion of such Eligible Bonds tendered or deemed tendered for purchase on such date but not remarketed as specified in such notice of bank purchase. A notice of bank purchase shall be irrevocable after receipt thereof by Bank of America.

The obligation of Bank of America to purchase Eligible Bonds on any date is subject to the satisfaction of the following conditions, unless waived in writing by Bank of America: (i) no Special Event of Default or Suspension Event (as such terms are defined below) shall have occurred and be continuing and Bank of America's obligations under the applicable Bank of America Liquidity Facility shall not otherwise have been terminated or suspended, *provided*, *however*, that if and to the extent a Suspension Event shall have been cured as described below under "Events of Default; Remedies," the condition described in this clause will be deemed satisfied; and (ii) Bank of America shall have timely received a notice of bank purchase.

As more fully described in each Bank of America Liquidity Facility, the Agency has agreed that the financial tests, covenants and ratios, together with the related definitions of terms, set forth in any other document related to Parity Debt that shall be entered into and created subsequent to the date of remarketing of the applicable Series 139 Bonds or Series 144 Bonds (the "Other Debt Documents", which Other Debt Documents shall include, without limitation, any series certificate or series resolution adopted pursuant to the General Resolution, any bond insurance agreement, line of credit or reimbursement agreement, liquidity facility, Swap Contract or surety bond relating to such Parity Debt) are incorporated by reference in the Bank of America Liquidity Facilities with the same effect as if each and every such provision were set forth therein in its entirety and all of which shall be deemed to be made for the benefit of Bank of America and shall be enforceable by Bank of America against the Agency. The Agency and Bank of America further agree that only those financial tests, covenants and ratios (and the defined terms related thereto) included in such Other Debt Documents which are more favorable to the provider or providers thereof than the comparable financial tests, covenants and ratios (and the defined terms related thereto) included in the Bank of America Liquidity Facilities shall be incorporated in the Bank of America Liquidity Facilities (said financial tests, covenants and ratios (and related definitions) being referred to as the "Incorporated Terms"). Said Incorporated Terms, so long as the Other Debt Document or Documents from which it or they are derived has not been terminated, or has not expired, will remain in full force and effect for all purposes of the Bank of America Liquidity Facilities; *provided*, that any amendment, waiver or other modification of an Incorporated Term, if effected in accordance with the Other Debt Document from which it is derived (excluding any amendment or other modification effected subsequent to the occurrence of a "default" or "event of default" under said Other Debt Document or under the Bank of America Liquidity Facilities), will be effective to amend, waive or modify such Incorporated Term as set forth in the Bank of America Liquidity Facilities but, in no event, will any such amendment, waiver or modification thereto result in a financial test, covenant or ratio that is less favorable to Bank of America than the financial tests, covenants and ratios included in the Bank of America Liquidity Facilities (without regard to this provision). For purposes of clarification, (i) the term "financial tests, covenants and ratios" refers to covenants to maintain coverage ratios at certain levels prior to the incurrence of additional debt, to maintain certain liquidity levels and similar financial covenants and agreements to deliver financial information and other information within a specified time period and (ii) this provision shall not apply to pricing levels, events of default, special events of default, immediate termination events or suspension events described in any Other Debt Document.

Events of Default; Remedies. The following events constitute Special Events of Default, Suspension Events, Events of Default and Remedies under the applicable Bank of America Liquidity Facility.

(1) Payments. The Agency shall fail to pay when due (a) any principal or sinking fund requirement due on, or interest on, any Series 139 Bond or Series 144 Bond (including any Bank Bond), (b) any principal payment due on any Bank Bond during the Term Out Period pursuant to the Bank of America Liquidity Facilities, or (c) any other amount owed to Bank of America pursuant to certain sections of the applicable Bank of America Liquidity Facility (other than amounts described in (a) above; or

(2) Other Payments. The Agency shall fail to pay when due any amount owing under the applicable Fee Letter or under the applicable Bank of America Liquidity Facility other than those amounts described in paragraphs 1 above and 10 below; or

(3) Representations. Any representation or warranty made by or on behalf of the Agency in the applicable Bank of America Liquidity Facility, the Bond Resolutions or in any other Related Document or in

any certificate or statement delivered under any of the foregoing documents shall be incorrect or untrue in any material respect when made or deemed to have been made; or

(4) Certain Covenants. The Agency shall default in the due performance or observance of any of the covenants specified in the Bank of America Liquidity Facilities; or

(5) Other Covenants. The Agency shall materially default in the due performance or observance of any other term, covenant or agreement contained in the applicable Bank of America Liquidity Facility (other than those referred to in paragraphs 1, 2, 3 and 4 above), the Bond Resolutions or any other Related Document and such default shall remain unremedied for a period of thirty (30) days after the Agency shall have received notice thereof; or

(6) Judgments. A final, nonappealable judgment or order for the payment of money in excess of $10,000,000 payable from the Pledged Property securing the applicable Series 139 Bonds or Series 144 Bonds and Parity Debt shall be rendered against the Agency and such judgment or order shall continue unsatisfied and unstayed for a period of sixty (60) days; or

(7) Insolvency. (a) The Agency shall commence any case, proceeding or other action (i) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it, or seeking to declare a moratorium with respect to the applicable Series 139 Bonds or Series 144 Bonds or any Parity Debt, or (ii) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets or for all or any substantial portion of the Pledged Property, or the Agency shall make a general assignment for the benefit of its creditors; or (b) there shall be commenced against the Agency any case, proceeding or other action of a nature referred to in clause (a) above which (i) results in an order for such relief or in the appointment of a receiver or similar official and (ii) such case, proceeding or other action remains undismissed, undischarged or unbonded for a period of sixty (60) days; or (c) there shall be commenced against the Agency, any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets or for all or any substantial portion of the Pledged Property, which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or (d) the Agency shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (a), (b) or (c) above; or (e) the Agency shall generally not, or shall be unable to, or shall admit in writing, its inability to, pay its debts; or (f) a debt moratorium or comparable extraordinary restriction on repayment of debt shall have been declared or imposed (whether or not in writing) with respect to payment of principal or interest, or both, with respect to the applicable Series 139 Bonds or Series 144 Bonds (including any Bank Bond) or any Parity Debt; or

(8) Invalidity. (a) Any provision of the Act, the applicable Bank of America Liquidity Facility, the applicable Series 139 Bonds or Series 144 Bonds or the Bond Resolutions relating to (i) the ability or the obligation of the Agency to pay, when due, the principal of or interest on the applicable Series 139 Bonds or Series 144 Bonds (including any Bank Bonds) or any Parity Debt or (ii) the security therefor, shall at any time, and for any reason, cease to be valid and binding on the Agency, or shall be declared to be null and void, invalid or unenforceable as the result of a final nonappealable judgment by any federal or state court or as a result of any legislative or administrative action by any governmental entity having jurisdiction over the Agency; or (b) an authorized representative of the Agency publicly repudiates or otherwise publicly denies that it has any further liability or obligation under or with respect to any provision of the Act, the applicable Bank of America Liquidity Facility, the applicable Series 139 Bonds or Series 144 Bonds, the Bond Resolutions or any Parity Debt relating to (i) the ability or the obligation of the Agency to pay, when due, the principal of or interest on the applicable Series 139 Bonds or Series 144 Bonds (including any Bank Bonds) or any Parity Debt or (ii) the security therefor; or (c) the State or the Agency shall have taken or permitted to be taken any official action, or has duly enacted any statute, which would materially adversely affect the enforceability of any provision of the Act, the applicable

Bank of America Liquidity Facility, the applicable Series 139 Bonds or Series 144 Bonds, the Bond Resolutions or any Parity Debt relating to (i) the ability or the obligation of the Agency to pay, when due, the principal of or interest on the applicable Series 139 Bonds or Series 144 Bonds (including any Bank Bonds) or such Parity Debt or (ii) the security therefor; or (d) any governmental entity with jurisdiction to rule on the validity or enforceability of the Act, the applicable Bank of America Liquidity Facility, the applicable Series 139 Bonds or Series 144 Bonds, the Bond Resolutions or any Parity Debt shall find or rule, in a judicial or administrative proceeding, that any provision of the Act, the applicable Bank of America Liquidity Facility, the applicable Series 139 Bonds or Series 144 Bonds, the Bond Resolutions or any Parity Debt, as the case may be, relating to (i) the ability or the obligation of the Agency to pay, when due, the principal of or interest on the applicable Series 139 Bonds or Series 144 Bonds (including any Bank Bonds) or any Parity Debt or (ii) the security therefor, is not valid or not binding on, or enforceable against, the Agency; or (e) the State or the Agency (i) makes a claim in a judicial or administrative proceeding that the Agency has no further liability or obligation under the applicable Bank of America Liquidity Facility, under the Act, the applicable Series 139 Bonds or Series 144 Bonds, the Bond Resolutions or any Parity Debt to pay, when due, the principal of or interest on the applicable Series 139 Bonds or Series 144 Bonds (including any Bank Bonds) or any Parity Debt or (ii) contests in a judicial or administrative proceeding the validity or enforceability of any provision of the Act, the applicable Bank of America Liquidity Facility, the applicable Series 139 Bonds or Series 144 Bonds, the Bond Resolutions or any Parity Debt relating to or otherwise affecting (y) the Agency's ability or obligation to pay, when due, the principal of or interest on the applicable Series 139 Bonds or Series 144 Bonds (including any Bank Bonds) or any Parity Debt or (z) the security therefor; or

(9) Ratings Downgrade. Moody's and any other Rating Agency then under contract with the Agency to maintain ratings on the applicable Series 139 Bonds or Series 144 Bonds and any Parity Debt shall have (a) assigned the applicable Series 139 Bonds or Series 144 Bonds or any Parity Debt a long-term rating below "Baa3" (or comparable rating in the case of another Rating Agency), (b) withdrawn their long-term ratings of the applicable Series 139 Bonds or Series 144 Bonds or any Parity Debt for any credit related reasons or (c) suspended their long-term ratings of the applicable Series 139 Bonds or Series 144 Bonds or any Parity Debt for any credit related reasons; provided, however, that any downgrade, withdrawal or suspension described in any of the foregoing provisions of this paragraph 9 shall not be deemed an Event of Default under the applicable Bank of America Liquidity Facility if said downgrade, withdrawal or suspension, as the case may be, shall be attributable to the downgrade, withdrawal or suspension of the long-term ratings assigned to any bond insurance or other credit enhancement provided by a Person other than the Agency; or

(10) Parity Debt. (a) The Agency shall fail to pay when due and payable (whether by scheduled maturity, required prepayment or demand) any Parity Debt, or any interest or premium thereon, and such failure shall continue beyond any applicable period of grace specified in any underlying resolution, indenture, contract or instrument providing for the creation of or concerning such Parity Debt, or (b) pursuant to the provisions of any such resolution, indenture, contract or instrument, the maturity of any Parity Debt, as a result of a payment default of any nature, shall have been or may be accelerated or, as a result of any payment default of any nature, said Parity Debt shall have been or may be required to be prepaid prior to the stated maturity thereof; or

(11) Cross Default. (a) Any "event of default" as defined in the General Resolution which is not cured within any applicable cure period shall occur which, if not cured, would give rise to remedies available thereunder; or (b) any "Event of Default" which is not cured within any applicable grace period shall occur which, if not cured, would give rise to remedies available under any other agreement between the Agency and Bank of America regarding Parity Debt.

(12) *Remedies.*

(a) In the case of any Event of Default specified in paragraphs 1(a), 6, 7(a), 7(d), 7(e), 7(f), 8(a), 8(b), 9 or 10 above (each, a "*Special Event of Default*"), the Available Commitment shall immediately be reduced to zero, in which case the obligations of Bank of America under the applicable Bank of America Liquidity Facility and under the applicable Fee Letter shall immediately terminate and expire without requirement of notice by Bank of America; *provided,* that (i) the Event of Default described in paragraph 1(a) above will not qualify

as a "Special Event of Default" under the applicable Bank of America Liquidity Facility if the failure to pay the principal of, or interest on, a Bank Bond is due solely to an acceleration thereof by Bank of America for any reason other than nonpayment as described in paragraph 1(a) above, (ii) as and to the extent that the provider of a liquidity or credit facility in support of Parity Debt owns all or a portion of such Parity Debt pursuant to the provisions of such facility ("*Bank-Owned Parity Debt*"), the Event of Default described in paragraph 10 above will not qualify as a "Special Event of Default" under the applicable Bank of America Liquidity Facility if the failure to pay the principal of, or interest on, Bank-Owned Parity Debt described in paragraph 10 above is due solely to an acceleration of said Bank-Owned Parity Debt for any reason other than nonpayment as described in paragraph 10 above and (iii) the Suspension Events described in paragraphs 1(b), 7(b), 7(c), 8(c) or 8(d) above (each, a "*Suspension Event*") will not qualify as "Special Events of Default" unless and until the conditions described in the applicable clause of paragraph 12(b) above for such qualification have been satisfied. After such termination or expiration, Bank of America shall deliver promptly to the Agency, the Trustee, the Tender Agent and the Remarketing Agent written notice of such termination or expiration; *provided, however,* that failure to provide such written notice shall have no effect on the validity or enforceability of such termination or expiration.

(b) In the case of a Suspension Event, the obligation of Bank of America to purchase Eligible Bonds under the applicable Bank of America Liquidity Facility shall be immediately suspended without notice or demand and, thereafter, Bank of America shall be under no obligation to purchase Eligible Bonds until the Available Commitment is reinstated as described below. Promptly upon the occurrence of any such Suspension Event, Bank of America shall notify the Agency, the Trustee, the Tender Agent and the Remarketing Agent of such suspension and the effective date of such suspension in writing by facsimile, promptly confirmed by regular mail; *provided*, that Bank of America shall incur no liability of any kind by reason of its failure to give such notice and such failure shall in no way affect the suspension of the Available Commitment or its obligation to purchase Eligible Bonds pursuant to the applicable Bank of America Liquidity Facility.

Upon the occurrence of an Event of Default described in paragraph 1(b) above, Bank of America's obligations to purchase Eligible Bonds shall remain suspended until the earlier to occur of the Agency curing the Event of Default resulting in said suspension and three (3) years after the effective date of the suspension of Bank of America's obligations following an Event of Default described in paragraph 1(b) above. If the Agency shall cure the Event of Default described in paragraph 1(b) above within three (3) years of the occurrence thereof, then the Available Commitment and the obligations of Bank of America under the applicable Bank of America Liquidity Facility shall thereupon be reinstated (unless the Commitment Period shall otherwise have been terminated, suspended or expired as provided in the applicable Bank of America Liquidity Facility). Notwithstanding the foregoing, if three (3) years after the effective date of the suspension of the obligations of Bank of America pursuant to any Event of Default described in paragraph 1(b) above, the Agency shall not have cured the Event of Default resulting in said suspension, then the Available Commitment and the obligations of Bank of America to purchase Eligible Bonds shall at such time terminate without notice or demand and, thereafter, Bank of America shall be under no obligation to purchase Eligible Bonds.

Upon the occurrence of a Suspension Event described in paragraph 7(b) above, Bank of America's obligations to purchase Eligible Bonds shall remain suspended until said case, proceeding or other action referred to therein is either (i) dismissed, discharged or bonded or (ii) sixty (60) days shall have elapsed from the commencement of such case, proceeding or action, whichever is the first to occur. In the event that said Suspension Event shall have been dismissed, discharged or bonded within the sixty (60) day period described therein, then the Available Commitment and the obligation of Bank of America to purchase Eligible Bonds shall be reinstated and the terms of the applicable Bank of America Liquidity Facility shall continue in full force and effect (unless the Commitment Period shall otherwise have been terminated, suspended or expired as provided in the applicable Bank of America Liquidity Facility). In the event that said Suspension Event shall not have been dismissed, discharged or bonded within such sixty (60) day period, then the Available Commitment and the obligation of Bank of America to purchase Eligible Bonds shall at such time terminate without notice or demand and, thereafter, Bank of America shall be under no obligation to purchase Eligible Bonds.

Upon the occurrence of a Suspension Event described in paragraph 7(c) above, Bank of America's obligations to purchase Eligible Bonds shall remain suspended until said case, proceeding or other action referred to therein is either (i) vacated, discharged, stayed or bonded or (ii) sixty (60) days shall have elapsed from the commencement of such case, proceeding or action, whichever is the first to occur. In the event that said Suspension Event shall have been vacated, discharged, stayed or bonded within the sixty (60) day period described therein, then the Available Commitment and the obligation of Bank of America to purchase Eligible Bonds shall be reinstated and the terms of the applicable Bank of America Liquidity Facility shall continue in full force and effect (unless the Commitment Period shall otherwise have been terminated, suspended or expired as provided in the applicable Bank of America Liquidity Facility). In the event that said Suspension Event shall not have been vacated, discharged, stayed or bonded within such sixty (60) day period, then the Available Commitment and the obligation of Bank of America to purchase Eligible Bonds shall at such time terminate without notice or demand and, thereafter, Bank of America shall be under no obligation to purchase Eligible Bonds.

Upon the occurrence of a Suspension Event described in paragraphs 8(c) or 8(d) above, Bank of America's obligations to purchase Eligible Bonds shall remain suspended until a court with jurisdiction to rule on such an Event of Default shall enter a final and nonappealable judgment that any of the provisions of the Act or any other document described in paragraph 8(c) above are not valid or not binding on, or enforceable against, the Agency or that a claim or contest described in paragraph 8(d) above shall have been upheld in favor of the State or the Agency in accordance with a final and nonappealable judgment, then, in each such case, the Available Commitment and the obligation of Bank of America to purchase Eligible Bonds shall immediately terminate without notice or demand and, thereafter, Bank of America shall be under no obligation to purchase Eligible Bonds. If a court with jurisdiction to rule on such an Event of Default shall find or rule by entry of a final and nonappealable judgment that the provision of the Act or any other document described in paragraph 8(c) above is valid and binding on the Agency or that the claim or contest described in paragraph 8(d) above shall have been dismissed pursuant to a final and nonappealable judgment, then the Available Commitment and the obligations of Bank of America under the applicable Bank of America Liquidity Facility shall, in each such case, thereupon be reinstated (unless the Commitment Period shall otherwise have expired or the Available Commitment shall otherwise have been terminated, suspended or expired as provided in the applicable Bank of America Liquidity Facility). Notwithstanding the foregoing, if three (3) years after the effective date of the suspension of the obligations of Bank of America pursuant to any Event of Default described in paragraphs 8(c) or 8(d) above, litigation is still pending and a determination regarding same shall not have been dismissed or otherwise made pursuant to a final and non-appealable judgment, as the case may be, then the Available Commitment and the obligation of Bank of America to purchase Eligible Bonds shall at such time terminate without notice or demand and, thereafter, Bank of America shall be under no obligation to purchase Eligible Bonds.

In the case of each Suspension Event, the Tender Agent shall immediately notify all Bondholders of the suspension and/or termination of both the Available Commitment and the obligation of Bank of America to purchase Eligible Bonds.

(c) Upon the occurrence of any Event of Default, Bank of America shall have all remedies provided at law or equity, including, without limitation, specific performance; and in addition, Bank of America, in its sole discretion, may do one or more of the following: (i) declare all obligations of the Agency to Bank of America under the applicable Bank of America Liquidity Facility (other than payments of principal and redemption price of and interest on the Bank Bonds unless said Bank Bonds have otherwise become subject to acceleration pursuant to the General Resolution) to be immediately due and payable, and the same shall thereupon become due and payable without demand, presentment, protest, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived; (ii) Bank of America may give written notice of such Event of Default and termination of the applicable Bank of America Liquidity Facility (a "*Notice of Termination Date*") to the Trustee, the Tender Agent, the Agency and the Remarketing Agent requesting a Default Tender; *provided, that* the obligation of Bank of America to purchase Bonds shall terminate on the thirtieth (30th) day (or if such day is not a Business Day, the next following Business Day) after such Notice of Termination Date is received by the Trustee and, on such date, the Available Commitment shall terminate and

Bank of America shall be under no obligation under the applicable Bank of America Liquidity Facility to purchase Bonds; (iii) exercise any right or remedy available to it under any other provision of the applicable Bank of America Liquidity Facility; or (iv) exercise any other rights or remedies available under the Bond Resolutions and any other Related Document, any other agreement or at law or in equity; *provided, further, however*, Bank of America shall not have the right to terminate its obligation to purchase Bonds except as provided in this paragraph 12. Notwithstanding anything to the contrary herein, no failure or delay by Bank of America in exercising any right, power or privilege under the applicable Bank of America Liquidity Facility, under the Bond Resolutions and any other Related Document or under the applicable Series 139 Bonds or Series 144 Bonds and no course of dealing between the Agency and Bank of America shall operate as a waiver hereof or thereof nor shall any single or partial exercise hereof or thereof preclude any other or further exercise hereof or thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies which Bank of America would otherwise have.

(d) In addition to the foregoing, upon the occurrence of any Event of Default under the applicable Bank of America Liquidity Facility, all obligations due and payable under the applicable Bank of America Liquidity Facility and under the applicable Fee Letter shall bear interest at the Default Rate.

Defined Terms. As used in the heading entitled "The Bank of America Liquidity Facilities," the following terms have the meanings indicated below:

"Available Commitment" as of any day means the sum of the Available Principal Commitment and the Available Interest Commitment, in each case, as of such day.

"Available Interest Commitment" means initially an amount equal to $1,761,694 with respect to the Series 139 Bonds and an amount equal to $1,434,931 with respect to the Series 144 Bonds (each calculated on the Available Principal Commitment at 12.00% per annum for 187 days on a basis of a 365-day year calculated on the basis of the actual number of days elapsed) and, thereafter, means such amount adjusted from time to time as follows:

(A) downward by an amount that bears the same proportion to such amount as the amount of any reduction in the Available Principal Commitment, in accordance with clause (a) or (b) of the definition of Available Principal Commitment, bears to the initial Available Principal Commitment; and

(B) upward by an amount that bears the same proportion to such initial amount as the amount of any increase in the Available Principal Commitment, in accordance with clause (c) of the definition of Available Principal Commitment, bears to the initial Available Principal Commitment.

"Available Principal Commitment" means initially the aggregate principal amount of the Series 139 Bonds outstanding of $28,655,000 and the aggregate principal amount of the Series 144 Bonds outstanding of $23,340,000, and thereafter, means such initial amount, each adjusted from time to time as follows:

(a) downward by the amount of any mandatory reduction of the Available Principal Commitment pursuant to the respective Bank of America Liquidity Facility;

(b) downward by the principal amount of any Bonds purchased by Bank of America pursuant to the respective Bank of America Liquidity Facility; and

(c) upward by the principal amount of any Bonds theretofore purchased by Bank of America pursuant to the respective Bank of America Liquidity Facility which are remarketed (or deemed to be remarketed) pursuant to the respective Bank of America Liquidity Facility by the Remarketing Agent and for which the Bank Owner has received immediately available funds equal to the principal amount thereof and accrued interest thereon;

provided, *however*, that the sum of (i) the Available Principal Commitment plus (ii) the aggregate principal amount of Bank Bonds shall never exceed $28,655,000 with respect to the Series 139 Bonds and $23,340,000 with respect to the Series 144 Bonds. Any adjustment to the Available Principal Commitment pursuant to clause (a), (b) or (c) hereof shall occur simultaneously with the occurrence of the events described in such clauses.

"Bank Bonds" means the Series 139 Bonds or the Series 144 Bonds, as applicable, purchased by Bank of America pursuant each Bank of America Liquidity Facility and held by or for the account of Bank of America or a subsequent Bank Owner in accordance with the terms of the respective Bank of America Liquidity Facility, until purchased or retained in accordance with each Bank of America Liquidity Facility or redeemed in accordance with each Bank of America Liquidity Facility or otherwise paid in full.

"Bank Rate" means, for each period specified below, beginning with and including the date funds are advanced under the respective Bank of America Liquidity Facility and ending on but excluding the date they are repaid in full with interest thereon as provided in the respective Bank of America Liquidity Facility, the interest rate specified with respect to such period, which interest rates shall be computed on the basis set forth in the respective Bank of America Liquidity Facility:

	Period	**Rate**
I.	Purchase Date through 90th day thereafter	Base Rate
II.	From and including the 91st day immediately following the related Purchase Date, and thereafter	Term Out Rate

provided, *however*, that (a) upon and following the occurrence of an Event of Default under the respective Bank of America Liquidity Facility, all amounts due under the respective Bank of America Liquidity Facility and under the respective Fee Letter shall bear interest in an amount equal to the Default Rate, (b) at no time shall interest calculated on the basis of the Bank Rate be payable in excess of the Maximum Rate and (c) subject to satisfaction of the conditions set forth in the respective Bank of America Liquidity Facility regarding the conditions precedent to the commencement of a Term Out Period and notwithstanding the time periods set forth above, the Term Out Rate shall be applicable with respect to all Eligible Bonds purchased by Bank of America on the Expiration Date from and including such day. Notwithstanding the foregoing, at no time will the "Bank Rate," but only as such term is applied to any Bank Bond, be lower than the rate of interest borne by Bonds that do not constitute Bank Bonds.

"Base Rate" means, for any day, the highest of (a) the Prime Rate plus 1.00% per annum, (b) the Federal Funds Rate plus 2.00% per annum, and (c) 7.00% per annum. Each change in any interest rate provided for herein resulting from a change in the Prime Rate or the Federal Funds Rate, as the case may be, shall take effect at the time of such change in the Prime Rate or the Federal Funds Rate, respectively.

"Bond Resolutions" means, collectively, the General Resolution, the Series Resolution applicable to a series of Eligible Bonds and the applicable Series Certificate.

"Conversion Date" means the effective date of a conversion of all Bonds to bear interest at a rate of interest other than a Covered Rate.

"Covered Rate" means, with respect to the Series 139 Bonds or Series 144 Bonds, as applicable, the Daily Rate, Weekly Rate, Monthly Rate, Quarterly Rate, Semiannual Rate or Flexible Rate; *provided, however,* that until the respective Bank of America Liquidity Facility shall have been amended by the parties to the respective Bank of America Liquidity Facility, the applicable Series 139 Bonds or Series 144 Bonds shall not bear interest at a Flexible Rate in a Short Flexible Rate Period and, accordingly, the term "Covered Rate" shall not include the Flexible Rate in a Short Flexible Rate Period.

"Debt" of any person means at any date, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (d) all obligations of such Person as lessee under capital leases, (e) all Debt of others secured by a lien on any asset of such Person, whether or not such Debt is assumed by such Person, (f) all Guarantees by such Person of Debt of other Persons and (g) all obligations in respect of Swap Contracts; *provided, however,* the term "Debt," with respect to the Agency, shall mean only those obligations authorized and outstanding under the terms of the General Resolution.

"Default" means any occurrence, circumstance or event, or any combination thereof, which, with the lapse of time and/or the giving of notice, or both, would constitute an Event of Default.

"Default Rate" means the Base Rate from time to time in effect plus four percent (4.00%) per annum.

"Eligible Bonds" means Series 139 Bonds or Series 144 Bonds bearing interest at a Covered Rate and which are not Bank Bonds or the applicable Series 139 Bonds or Series 144 Bonds owned by or held on behalf of, for the benefit of or for the account of, the Agency or any affiliate of the Agency.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upwards, if necessary, to a whole multiple of 1/100th of 1%) charged to the Bank on such day on such transactions as determined by Bank of America.

"Fee Letter" means, as applicable, the letter taking effect on May 4, 2018, from Bank of America to the Agency regarding fees and expenses (as the same may be amended and supplemented from time to time) with respect to the Series 139 Bonds, or the letter taking effect on May 4, 2018, from Bank of America to the Agency regarding fees and expenses (as the same may be amended and supplemented from time to time) with respect to the Series 144 Bonds.

"Interest Payment Date" with respect to Bonds which are not Bank Bonds, has the meaning assigned to such term in the applicable Series Certificate and, with respect to Bank Bonds, means the first Business Day of each calendar month and each Payment Due Date.

"Parity Debt" means other Debt, including bonds (excluding the applicable Series 139 Bonds or Series 144 Bonds), now or hereafter outstanding under the terms of the General Resolution; *provided, that* such Debt is secured by the Pledged Property on a parity with the applicable Series 139 Bonds or Series 144 Bonds pursuant to the General Resolution.

"Prime Rate" means on any day, the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its "prime rate". The "prime rate" is a rate set by Bank of America based upon various factors including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change, which date shall be no earlier than the date on which such public announcement was made.

"Purchase Price" means, with respect to any Eligible Bond as of any date, 100% of the principal amount of such Eligible Bond plus (if the Purchase Date is not an Interest Payment Date) accrued and unpaid interest thereon to the Purchase Date, but in no event to exceed the Available Commitment; *provided, however*, if the Purchase Date for any Eligible Bond is also an Interest Payment Date for such Eligible Bond, the Purchase Price

for such Eligible Bond shall not include accrued but unpaid interest on such Eligible Bond; and *provided, further*, in no event shall the Purchase Price of any Bond include any premium owed with respect to any Bond or any Defaulted Interest in the excess of any amount specified in the respective Bank of America Liquidity Facility.

"Related Documents" means, with respect to the Series 139 Bonds and the Series 144 Bonds, respectively, the applicable Bank of America Liquidity Facilities, the applicable Fee Letter, the applicable Series 139 Bonds or Series 144 Bonds, the Bond Resolutions and the applicable Remarketing Agreement.

"Series Certificates" means, collectively, the Series 139 Series Certificate, dated as of September 28, 2006 and delivered on October 12, 2006 (as amended and supplemented from time to time) in connection with the Series 139 Bonds and the Series 144 Series Certificate, dated as of May 24, 2007 and delivered on June 7, 2007 (as amended and supplemented from time to time) in connection with the Series 144 Bonds.

"Term Out Period" means the period commencing on the first to occur of (a) the ninety-first (91st) day following the Purchase Date and (b) the final day of the Commitment Period, and ending on the third (3rd) anniversary of the date on which the related Liquidity Advance was first made pursuant to the respective Bank of America Liquidity Facility.

"Term Out Rate" means the Base Rate plus one percent (1.00%) per annum.

Bank of America, N.A.

The information under this subheading has been provided solely by Bank of America, N.A. and is believed to be reliable. This information has not been verified independently by the Agency or each Remarketing Agent. The Agency and each Remarketing Agent make no representation whatsoever as to the accuracy, adequacy or completeness of such information.

Bank of America, N.A. ("Bank of America") is a national banking association organized under the laws of the United States, with its principal executive offices located in Charlotte, North Carolina. Bank of America is a wholly-owned indirect subsidiary of Bank of America Corporation (the "Corporation") and is engaged in a general consumer banking, commercial banking and trust business, offering a wide range of commercial, corporate, international, financial market, retail and fiduciary banking services. As of December 31, 2017, Bank of America had consolidated assets of $1.75 trillion, consolidated deposits of $1.387 trillion and stockholder's equity of $207.78 billion based on regulatory accounting principles.

The Corporation is a bank holding company and a financial holding company, with its principal executive offices located in Charlotte, North Carolina. Additional information regarding the Corporation is set forth in its Annual Report on Form 10-K for the fiscal year ended December 31, 2017, together with its subsequent periodic and current reports filed with the Securities and Exchange Commission (the "SEC").

Filings can be inspected and copied at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549, United States, at prescribed rates. In addition, the SEC maintains a website at http://www.sec.gov which contains reports, proxy statements and other information regarding registrants that file such information electronically with the SEC.

The information concerning the Corporation and Bank of America is furnished solely to provide limited introductory information and does not purport to be comprehensive. Such information is qualified in its entirety by the detailed information appearing in the referenced documents and financial statements referenced therein.

Bank of America will provide copies of the most recent Bank of America Corporation Annual Report on Form 10-K, any subsequent reports on Form 10-Q, and any required reports on Form 8-K (in each case as filed with the SEC pursuant to the Exchange Act), and the publicly available portions of the most recent quarterly Call Report of the Bank delivered to the Comptroller of the Currency, without charge, to each person to whom this document is delivered, on the written request of such person. Written requests should be directed to:

Bank of America Corporate Communications
100 North Tryon St, 18th Floor
Charlotte, North Carolina 28255
Attention: Corporate Communication

PAYMENTS OF THE PURCHASE PRICE OF THE ELIGIBLE SERIES 139 AND SERIES 144 BONDS WILL BE MADE FROM DRAWINGS UNDER THE APPLICABLE BANK OF AMERICA LIQUIDITY FACILITY IF REMARKETING PROCEEDS ARE NOT AVAILABLE. ALTHOUGH EACH BANK OF AMERICA LIQUIDITY FACILITY IS A BINDING OBLIGATION OF BANK OF AMERICA, THE SERIES 139 BONDS AND THE SERIES 144 BONDS ARE NOT DEPOSITS OR OBLIGATIONS OF THE CORPORATION OR ANY OF ITS AFFILIATED BANKS AND ARE NOT GUARANTEED BY ANY OF THESE ENTITIES. THE SERIES 139 BONDS AND THE SERIES 144 BONDS ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY AND ARE SUBJECT TO CERTAIN INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.

The delivery of this information shall not create any implication that there has been no change in the affairs of the Corporation or Bank of America since the date of the most recent filings referenced herein, or that the information contained or referred to in this caption entitled "Bank of America, N.A." is correct as of any time subsequent to the date of this Remarketing Statement.

The Royal Bank Liquidity Facility

General. The following summarizes certain provisions of the Standby Bond Purchase Agreement, dated May 4, 2018 (the "*Royal Bank Liquidity Facility*"), by and between State of New York Mortgage Agency (the "*Agency*") and Royal Bank of Canada ("*Royal Bank*"), acting through its WFC, New York, Branch (the "*Branch*"), relating to the Series 207 Bonds.

The following summary does not purport to be a full and complete statement of the provisions of the Royal Bank Liquidity Facility, which should be read in full for a complete understanding of all the terms and provisions thereof. Capitalized terms not defined under this caption "THE ROYAL BANK LIQUIDITY FACILITY" have the meanings ascribed to such terms in the Royal Bank Liquidity Facility. The Royal Bank Liquidity Facility does not secure or guaranty the payment of principal of or interest or redemption premium, if any, on the Series 207 Bonds in the event of non-payment of such interest, principal or redemption premium, if any, by the Agency.

Commitment. Pursuant to the provisions of the Royal Bank Liquidity Facility, Royal Bank has agreed to purchase Series 207 Bonds outstanding under and entitled to the benefits of the General Resolution and the Series Resolution that bear interest at the Covered Rate (as defined below) and that are tendered or deemed tendered for purchase in accordance with the Series Certificate and not remarketed by the Remarketing Agent. The Royal Bank Liquidity Facility is only available with respect to the Series 207 Bonds which are Eligible Bonds (as defined below). "*Covered Rate*" is defined in the Royal Bank Liquidity Facility as the Daily Rate, Weekly Rate, Monthly Rate, Quarterly Rate or Semiannual Rate. Series 207 Bonds purchased by Royal Bank pursuant to the Royal Bank Liquidity Facility will constitute Bank Bonds and, until remarketed by the Remarketing Agent, will bear interest at the Bank Rate set forth in the Royal Bank Liquidity Facility. "*Eligible Bonds*" are Series 207 Bonds which bear interest at a Covered Rate and which are not Bank Bonds or Series 207 Bonds owned by or held on behalf of, for the benefit of or for the account of, the Agency and which are tendered pursuant to the Series Certificate and not remarketed by the Remarketing Agent.

The maximum amount available to be applied to purchase the Series 207 Bonds under the Royal Bank Liquidity Facility (the "*Available Commitment*") is equal to the outstanding principal amount of the Series 207 Bonds (the "*Available Principal Commitment*") plus an amount equal to 187 days' interest on the Series 207 Bonds, computed as if the Series 207 Bonds bore interest at the rate of 12% per annum and on the basis of a 365-

day year and the actual number of days elapsed (the "*Available Interest Commitment*"). The Available Principal Commitment plus the aggregate principal amount of Bank Bonds can never exceed $40,000,000.

Term of Commitment. The Royal Bank Liquidity Facility is scheduled to expire at 5:00 pm. New York time on May 4, 2023, or if such day is not a Business Day, the Business Day next preceding such day (as such date may be extended from time to time pursuant to the terms of the Royal Bank Liquidity Facility, the "*Expiration Date*"), and is subject to earlier termination as described herein.

Pursuant to the Royal Bank Liquidity Facility, upon (i) any redemption, repayment or other payment or deemed payment of all or any portion of the principal amount of the Series 207 Bonds so that such Series 207 Bonds cease to be Outstanding (as defined in the General Resolution), the Available Principal Commitment shall be reduced by the principal amount of such Series 207 Bonds so redeemed, repaid or otherwise paid or deemed paid, as specified in a written notice from the Agency, or (ii) the close of business on the Business Day immediately succeeding the Conversion Date (as defined below), the aggregate Available Principal Commitment will automatically be reduced to zero upon receipt by Royal Bank of written notice of such occurrence from the Agency. Upon reduction of the Available Principal Commitment to zero, the Commitment Period (as defined below) under the Royal Bank Liquidity Facility will automatically terminate. "*Commitment Period*" is defined in the Royal Bank Liquidity Facility as the period from the date on which the Royal Bank Liquidity Facility becomes effective to and including the earliest of (a) the Expiration Date, (b) the date on which no Eligible Bonds are Outstanding (as defined in the General Resolution, (c) the close of business on the Business Day immediately succeeding the Conversion Date, (d) the close of business on the thirtieth (30th) day following the date on which a Notice of Termination Date (as defined under Paragraph I(b) under the caption "Events of Default and Remedies" below) is received by the Agency and the Tender Agent pursuant to the Royal Bank Liquidity Facility, or if such thirtieth (30th) day is not a Business Day, the next succeeding Business Day, and (e) the date on which the Available Commitment has been reduced to zero or terminated in its entirety pursuant to the Royal Bank Liquidity Facility. "*Conversion Date*" is defined as the effective date of a conversion of all of the Series 207 Bonds to bear interest at a rate of interest other than a Covered Rate.

Under the Royal Bank Liquidity Facility, the Available Commitment will automatically terminate at the close of business on the Business Day immediately succeeding the Substitution Date (as defined below); *provided, however*, Royal Bank will continue to be obligated to honor any notice of bank purchase in the form attached to the Royal Bank Liquidity Facility (a "*Notice of Bank Purchase*") presented to Royal Bank in strict compliance with the terms of the Royal Bank Liquidity Facility and upon satisfaction of all conditions stated therein requesting Royal Bank to make a Liquidity Advance to purchase Series 207 Bonds during the Commitment Period. "*Substitution Date*" is defined as the effective date of an Alternate Liquidity Facility (as defined in the General Resolution).

Events of Default and Remedies.

I. Events of Default Not Permitting Immediate Termination

(a) *Notice Termination Events*. Each of the following Events of Default constitutes a "Notice Termination Event" under the Royal Bank Liquidity Facility:

(i) *Payments*. The Agency fails to pay when due any amount owed to Royal Bank pursuant to the Fee Letter or the Royal Bank Liquidity Facility, other than amounts described in Paragraphs II(a)(i) or II(a)(vi) hereof; or

(ii) *Representations*. Any representation or warranty made by or on behalf of the Agency in the Royal Bank Liquidity Facility, the Bond Resolutions or in any other Related Document or in any certificate or statement delivered thereunder is incorrect or untrue in any material respect when made or deemed to have been made; or

(iii) *Certain Covenants*. The Agency defaults in the due performance or observance of certain specified covenants in the Royal Bank Liquidity Facility; or

(iv) *Other Covenants*. The Agency defaults in a material respect in the due performance or observance of any other term, covenant or agreement contained in the Royal Bank Liquidity Facility (other than those referred to in Paragraphs I(a)(i), I(a)(ii) and I(a)(iii)), the Bond Resolutions or any other Related Document and such default remains unremedied for a period of thirty (30) days after the Agency receives notice thereof; or

(v) *Invalidity*. The State or the Agency (A) makes a claim in a judicial or administrative proceeding that the Agency has no further liability or obligation under the Royal Bank Liquidity Facility, under the Act, the Series 207 Bonds, the General Resolution, the Series Resolution, the Series Certificate or any Parity Debt to pay, when due, the principal of or interest on the Series 207 Bonds (including any Bank Bonds) or any Parity Debt or (B) contests in a judicial or administrative proceeding the validity or enforceability of any provision of the Act, the Royal Bank Liquidity Facility, the Series 207 Bonds, the General Resolution, the Series Resolution, the Series Certificate or any Parity Debt relating to or otherwise affecting (y) the Agency's ability or obligation to pay, when due, the principal of or interest on the Series 207 Bonds (including any Bank Bonds) or any Parity Debt or (z) the security therefor;

(vi) *Cross Default*. (a) Any "event of default" as defined in the General Resolution which is not cured within any applicable cure period occurs; or (b) any "Event of Default" under any other agreement between the Agency and Royal Bank regarding Parity Debt which is not cured within any applicable grace period occurs; or

(vii) *Ratings Downgrade*. Moody's and any other Rating Agency then under contract with the Agency to maintain ratings on the Series 207 Bonds or any Parity Debt has assigned the Series 207 Bonds or any Parity Debt a long-term rating below "A2" (or comparable rating in the case of another Rating Agency); *provided, however*, that any downgrade described in this Paragraph I(a)(vii) will not be deemed an Event of Default under the Royal Bank Liquidity Facility if said downgrade is attributable to the downgrade of the long-term ratings assigned to any bond insurance or other credit enhancement provided by a Person other than the Agency.

(b) *Remedies*. Upon the occurrence of any Event of Default (including any Notice Termination Event, any Immediate Termination Event or any Suspension Event), Royal Bank will have all remedies provided at law or equity, including, without limitation, specific performance; and in addition, Royal Bank, in its sole discretion, may do one or more of the following: (i) declare all obligations of the Agency to Royal Bank under the Royal Bank Liquidity Facility and under the Fee Letter (other than payments of principal and redemption price of and interest on the Bank Bonds unless said Bank Bonds have otherwise become subject to acceleration pursuant to the General Resolution) to be immediately due and payable, and the same shall thereupon become due and payable without demand, presentment, protest, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived; (ii) exercise any right or remedy available to it under any other provision of the Royal Bank Liquidity Facility; or (iii) exercise any other rights or remedies available to it under the Bond Resolutions and any other Related Document, any other agreement or at law or in equity; *provided, however*, Royal Bank will not have the right to terminate its obligation to purchase the Series 207 Bonds except as provided in the Royal Bank Liquidity Facility. In addition, upon the occurrence of any Notice Termination Event, Royal Bank may give written notice of such Event of Default and termination of the Royal Bank Liquidity Facility (a "*Notice of Termination Date*") to the Trustee, the Tender Agent, the Agency and the Remarketing Agent requesting a Default Tender; *provided,* that the obligation of Royal Bank to purchase the Series 207 Bonds will terminate on the thirtieth (30th) day (or if such day is not a Business Day, the next following Business Day) after such Notice of Termination Date is received by the Trustee and, on such date, the Available Commitment

will terminate and Royal Bank will be under no further obligation under the Royal Bank Liquidity Facility to purchase the Series 207 Bonds.

(c) *Waiver of Remedies*. Notwithstanding anything to the contrary herein, no failure or delay by Royal Bank in exercising any right, power or privilege under the Royal Bank Liquidity Facility, under the Bond Resolutions and any other Related Document or under the Series 207 Bonds and no course of dealing between the Agency and Royal Bank will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies in the Royal Bank Liquidity Facility are cumulative and not exclusive of any rights or remedies which Royal Bank would otherwise have.

(d) *Default Rate*. In addition to the foregoing, upon the occurrence of any Event of Default under the Royal Bank Liquidity Facility, all Obligations due and payable under the Royal Bank Liquidity Facility and under the Fee Letter will bear interest at the Default Rate.

II. Events of Default Permitting Immediate Termination

(e) *Immediate Termination Events.* Each of the following Events of Default constitutes an *"*Immediate Termination Event*"* under the Royal Bank Liquidity Facility*:*

(i) *Payment Default*. Except as otherwise provided in Paragraph III(a)(i) hereof, the Agency fails to pay when due any principal or sinking fund requirement due on, or interest on, any Series 207 Bonds (including any Bank Bond); or

(ii) *Judgments*. A final, nonappealable judgment or order for the payment of money in excess of $10,000,000 payable from the Pledged Property (as defined in the General Resolution) securing the Series 207 Bonds and Parity Debt is rendered against the Agency and such judgment or order continues unsatisfied and unstayed for a period of sixty (60) days; or

(iii) *Insolvency*. (A) *Voluntary Proceedings* (1) The Agency commences any case, proceeding or other action (x) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it, or seeking to declare a moratorium with respect to the Series 207 Bonds or any Parity Debt; (y) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets or for all or any portion of the Pledged Property (as defined in the General Resolution), or the Agency makes a general assignment for the benefit of its creditors; (2) the Agency takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (A)(1) of this paragraph or in Paragraph II(a)(iii)(B) below; or (3) the Agency shall generally not, or shall be unable to, or shall admit in writing, its inability to, pay its debts; or

(B) *Involuntary Proceedings*. (1) There is commenced against the Agency any case, proceeding or other action of a nature referred to in Paragraph II(a)(iii)(A)(1) above which results in an order for such relief or in the appointment of a receiver or similar official or (2) there is be commenced against the Agency any case, proceeding or other action of a nature referred to in Paragraph II(a)(iii)(A)(1) above which remains undismissed, undischarged or unbonded for a period of sixty (60) days; or (3) there is commenced against the Agency, any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets or for all or any portion of the Pledged Property, which results in the entry of an order for any such relief which is not

vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or

(iv) *Invalidity*. (A) Any provision of the Act, the Royal Bank Liquidity Facility, the Series 207 Bonds, the General Resolution, the Series Resolution or the Series Certificate relating to (1) the ability or the obligation of the Agency to pay, when due, the principal of or interest on the Series 207 Bonds (including any Bank Bonds) or any Parity Debt or (2) the security therefor, at any time, and for any reason, ceases to be valid and binding on the Agency, or is declared to be null and void, invalid or unenforceable as the result of a final nonappealable judgment by any federal or state court or as a result of any legislative or administrative action by any Governmental Authority having jurisdiction over the Agency; or (B) an authorized representative of the Agency publicly repudiates or otherwise publicly denies that it has any further liability or obligation under or with respect to any provision of the Act, the Royal Bank Liquidity Facility, the Series 207 Bonds, the General Resolution, the Series Resolution, the Series Certificate or any Parity Debt relating to (1) the ability or the obligation of the Agency to pay, when due, the principal of or interest on the Series 207 Bonds (including any Bank Bonds) or any Parity Debt or (2) the security therefor; or (C) a debt moratorium or comparable extraordinary restriction on repayment of debt is declared or imposed (whether or not in writing) with respect to payment of principal or interest, or both, with respect to the Series 207 Bonds (including any Bank Bond) or any Parity Debt; or

(v) *Ratings Downgrade*. Moody's and any other Rating Agency then under contract with the Agency to maintain ratings on the Series 207 Bonds or any Parity Debt (A) assigns the Series 207 Bonds or any Parity Debt a long-term rating below "Baa3" (or comparable rating in the case of another Rating Agency), (B) withdraws its long-term ratings of the Series 207 Bonds or any Parity Debt for any credit related reasons or (C) suspends its long-term ratings of the Series 207 Bonds or any Parity Debt for any credit related reasons; *provided, however*, that any downgrade, withdrawal or suspension described in any of the foregoing provisions of this Paragraph II(a)(v) will not be deemed an Event of Default under the Royal Bank Liquidity Facility if said downgrade, withdrawal or suspension, as the case may be, is attributable to the downgrade, withdrawal or suspension of the long-term ratings assigned to any bond insurance or other credit enhancement provided by a Person other than the Agency; or

(vi) *Parity Debt*. (A) The Agency fails to pay when due and payable (whether by scheduled maturity, required prepayment or demand) any Parity Debt, or any interest or premium thereon, and such failure continues beyond any applicable period of grace specified in any underlying resolution, indenture, contract or instrument providing for the creation of or concerning such Parity Debt, or (B) pursuant to the provisions of any such resolution, indenture, contract or instrument, the maturity of any Parity Debt is accelerated, as a result of a payment default described in Paragraph II(a)(i), or is required, as a result of a payment default described in Paragraph II(a)(i), to be prepaid prior to the stated maturity thereof.

(f) *Remedies*. In addition to the remedies described in Paragraph I(b) and Paragraph I(d), upon the occurrence of an Immediate Termination Event, the Available Commitment will immediately be reduced to zero, in which case the obligations of Royal Bank under the Royal Bank Liquidity Facility will immediately terminate and expire without requirement of notice by Royal Bank; *provided,* that (i) the Event of Default described in Paragraph II(a)(i) will not qualify as an "Immediate Termination Event" under the Royal Bank Liquidity Facility if the failure to pay the principal of, or interest on, a Bank Bond is due solely to an acceleration thereof declared by Royal Bank pursuant to Paragraph I(b)(i) and such acceleration occurred for any reason other than nonpayment as described in Paragraph II(a)(i) hereof, (ii) as and to the extent that the provider of a liquidity or credit facility in support of Parity Debt owns all or a portion of such Parity Debt pursuant to the provisions of such facility ("*Bank-Owned Parity Debt*"), the Event of Default described in Paragraph II(a)(vi) will not qualify as an "Immediate

Termination Event" under the Royal Bank Liquidity Facility if the failure to pay the principal of, or interest on, Bank-Owned Parity Debt described in Paragraph II(a)(vi) is due solely to an acceleration of said Bank-Owned Parity Debt for any reason other than nonpayment as described in Paragraph II(a)(vi). The Suspension Events described under the caption "Events of Default Permitting Immediate Suspension" below will not qualify as "Immediate Termination Events" unless and until the conditions described in the applicable clause of Paragraph III(b) below for such qualification have been satisfied. After such termination or expiration, Royal Bank shall deliver promptly to the Agency, the Trustee, the Tender Agent and the Remarketing Agent written notice of such termination or expiration; *provided, however,* that failure to provide such written notice will have no effect on the validity or enforceability of such termination or expiration.

III. Events of Default Permitting Immediate Suspension

(g) *Suspension Events*. Each of the following Defaults and Events of Default also constitutes a "Suspension Event" under the Royal Bank Liquidity Facility:

(i) *Payments*. The Agency fails to pay when due any principal payment due on any Bank Bond during the Term Out Period under the Royal Bank Liquidity Facility; or

(ii) *Invalidity*. (A) The State or the Agency takes or permits to be taken any official action, or duly enacts any statute, which would materially adversely affect the enforceability of any provision of the Act, the Royal Bank Liquidity Facility, the Series 207 Bonds, the General Resolution, the Series Resolution, the Series Certificate or any Parity Debt relating to (1) the ability or the obligation of the Agency to pay, when due, the principal of or interest on the Series 207 Bonds (including any Bank Bonds) or such Parity Debt or (2) the security therefor; or (B) any governmental entity with jurisdiction to rule on the validity or enforceability of the Act, the Royal Bank Liquidity Facility, the Series 207 Bonds, the General Resolution, the Series Resolution, the Series Certificate or any Parity Debt finds or rules, in a judicial or administrative proceeding, that any provision of the Act, the Royal Bank Liquidity Facility, the Series 207 Bonds, the General Resolution, the Series Resolution, the Series Certificate or any Parity Debt, as the case may be, relating to (1) the ability or the obligation of the Agency to pay, when due, the principal of or interest on the Series 207 Bonds (including any Bank Bonds) or any Parity Debt or (2) the security therefor is not valid or not binding on or enforceable against, the Agency.

(h) *Remedies; Restoration of Rights*.

(i) In addition to the remedies described in Paragraphs I(b) and I(d) hereof, but subject to clauses (ii) – (iii) below under this caption "*Remedies; Restoration of Rights"* (as applicable), in the case of an Event of Default described in Paragraph III(a)(i), Paragraph III(a)(ii)(A) or Paragraph III(a)(ii)(B), the obligation of Royal Bank to purchase Eligible Bonds under the Royal Bank Liquidity Facility will be immediately suspended without notice or demand and, thereafter, Royal Bank will be under no obligation to purchase Eligible Bonds until the Available Commitment is reinstated as described below. Promptly upon the occurrence of any such Suspension Event, Royal Bank shall notify the Agency, the Trustee, the Tender Agent and the Remarketing Agent of such suspension and the effective date of such suspension in writing by facsimile, promptly confirmed by regular mail; *provided*, that Royal Bank will incur no liability of any kind by reason of its failure to give such notice and such failure will in no way affect the suspension of the Available Commitment or its obligation to purchase Eligible Bonds pursuant to the Royal Bank Liquidity Facility.

(ii) Upon the occurrence of an Event of Default described in Paragraph III(a)(i), Royal Bank's obligations to purchase Eligible Bonds remains suspended until the earlier to occur of the Agency curing the Event of Default resulting in said suspension and three (3) years

after the effective date of the suspension of Royal Bank's obligations following an Event of Default described in Paragraph III(a)(i). If the Agency cures the Event of Default described in Paragraph III(a)(i) within three (3) years following the occurrence thereof, then the Available Commitment and the obligations of Royal Bank under the Royal Bank Liquidity Facility will thereupon be reinstated (unless the Commitment Period otherwise has terminated, suspended or expired as provided in the Royal Bank Liquidity Facility). Notwithstanding the foregoing, if three (3) years after the effective date of the suspension of the obligations of Royal Bank pursuant to any Event of Default described in Paragraph III(a)(i), the Agency has not cured the Event of Default resulting in said suspension, then the Available Commitment and the obligations of Royal Bank to purchase Eligible Bonds will at such time automatically and immediately terminate without notice or demand and, thereafter, Royal Bank will be under no obligation to purchase Eligible Bonds.

(iii) Upon the occurrence of an Event of Default described in Paragraph III(a)(ii)(A) or III(a)(ii)(B), Royal Bank's obligations to purchase Eligible Bonds will be immediately and automatically suspended and remain suspended unless and until a court with jurisdiction to rule enters a final and nonappealable judgment that the applicable provisions of the Act or other document described in Paragraph III(a)(ii)(A) are not valid or not binding on, or enforceable against, the Agency or that a claim or contest described in Paragraph III(a)(ii)(B) has been upheld in favor of the State or the Agency in accordance with a final and nonappealable judgment, then, in each such case, the Available Commitment and the obligation of Royal Bank to purchase Eligible Bonds will immediately terminate without notice or demand and, thereafter, Royal Bank will be under no obligation to purchase Eligible Bonds. If a court with such jurisdiction finds or rules by entry of a final and nonappealable judgment that the applicable provisions of the Act or other document described in Paragraph III(a)(ii)(A) is valid and binding on the Agency or that the claim or contest described in Paragraph III(a)(ii)(B) is dismissed pursuant to a final and nonappealable judgment, then the Available Commitment and the obligations of Royal Bank under the Royal Bank Liquidity Facility will, in each such case, thereupon be reinstated (unless the Commitment Period has otherwise expired or the Available Commitment has otherwise been terminated, suspended or expired as provided in the Royal Bank Liquidity Facility). Notwithstanding the foregoing, if three (3) years after the effective date of the suspension of the obligations of Royal Bank pursuant to any Event of Default described in Paragraph III(a)(ii)(A) or Paragraph III(a)(ii)(B), as the case may be, litigation is still pending and a determination regarding same has not been made pursuant to a final and non-appealable judgment then the Available Commitment and the obligation of Royal Bank to purchase Eligible Bonds will at such time automatically and immediately terminate without notice or demand and, thereafter, Royal Bank will be under no obligation to purchase Eligible Bonds.

In the case of each Suspension Event, the Agency shall cause the Tender Agent to immediately notify all Bondholders of the suspension and/or termination of both the Available Commitment and the obligation of Royal Bank to purchase Eligible Bonds.

Defined Terms. As used in this subheading entitled "THE ROYAL BANK LIQUIDITY FACILITY", the following terms have the meanings indicated below:

"*Bank Rate*" means, for each period specified below, beginning with and including the date funds are advanced under the Royal Bank Liquidity Facility and ending on but excluding the date they are repaid in full with interest thereon as provided herein, the interest rate specified with respect to such period, which interest rates shall be computed on the basis set forth in the Royal Bank Liquidity Facility:

Period	Bank Rate

I.	Purchase Date through and including the 90th day thereafter	Base Rate
II.	From and including the 91st day immediately following the related Purchase Date through and including the date which is 180 days immediately following the related Purchase Date	Base Rate plus one percent (1.00%) per annum
III.	From and including the 181st day immediately following the related Purchase Date until the day the related Bank Bonds are paid in full	Term Out Rate

provided, however, that (a) upon and following the occurrence of an Event of Default under the Royal Bank Liquidity Facility, all amounts due under the Royal Bank Liquidity Facility and under the Fee Letter will bear interest in an amount equal to the Default Rate, (b) at no time will interest calculated on the basis of the Bank Rate be payable in excess of the Maximum Rate and (c) subject to satisfaction of the conditions set forth in the Royal Bank Liquidity Facility regarding the conditions precedent to the commencement of a Term Out Period and notwithstanding the time periods set forth above, the Term Out Rate will apply to all Eligible Bonds purchased by Royal Bank at the end of the Commitment Period. Notwithstanding the foregoing, at no time will the "Bank Rate," but only as such term is applied to any Bank Bond, be lower than the rate of interest borne by Series 207 Bonds that do not constitute Bank Bonds.

"*Base Rate*" means, for any day, the highest of (a) the Prime Rate plus 1.50% per annum, (b) the Federal Funds Rate plus 2.00% per annum and (c) 7.00% per annum. Each change in any interest rate provided for in the Royal Bank Liquidity Facility resulting from a change in the Prime Rate or the Federal Funds Rate, as the case may be, will take effect at the time of such change in the Prime Rate or the Federal Funds Rate, respectively.

"*Bond Resolutions*" means, collectively, the General Resolution, the Series Certificate and the Series Resolution.

"*Business Day*" has the meaning assigned to such term in the Series Certificate.

"*Default*" means any occurrence, circumstance or event, or any combination thereof, which, with the lapse of time and/or the giving of notice, or both, would constitute an Event of Default.

"*Default Rate*" means the greater of (i) the Base Rate from time to time in effect plus four percent (4.00%) per annum and (ii) twelve percent (12.00%) per annum.

"*Default Tender*" means a mandatory tender of the Series 207 Bonds as a result of Royal Bank's delivery of a Notice of Termination Date to the Trustee.

"*Federal Funds Rate*" means, for any day, a fluctuating interest rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not published for any day which is a Business Day, the average of the quotations for such day on such transactions received by Royal Bank from three Federal funds brokers of recognized standing selected by it. Each determination of the Federal Funds Rate by Royal Bank will be conclusive and binding on the Agency absent manifest error.

"*Fee Letter*" means the letter, dated the effective date of the Royal Bank Liquidity Facility, from Royal Bank and agreed to by the Agency regarding fees and expenses, relating to the Series 207 Bonds, as the same may be amended and supplemented from time to time.

"*Governmental Authority*" means any national, state or local domestic government, any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, court, agency, bureau or entity (including any zoning authority, the Federal Deposit Insurance Corporation or the Federal Reserve Board, any central bank or any comparable authority), or any arbitrator with authority to bind a party at law.

"*Liquidity Advance*" means each advance of funds under the Royal Bank Liquidity Facility to pay the Purchase Price of any Eligible Bonds.

"*Maximum Rate*" means, with respect to Bank Bonds, the lesser of (a) the maximum lawful rate of interest permitted by applicable law and (b) 12% per annum.

"*Obligations*" means all amounts owed by the Agency to Royal Bank under the Royal Bank Liquidity Facility, the Fee Letter and the Bank Bonds.

"*Parity Debt*" means (a) Parity Obligations (as defined in the General Resolution), (b) Parity Hedge Obligations (as defined in the General Resolution), (c) obligations under leases which are required to be capitalized under generally accepted accounting principles that are secured by a Lien on the Pledged Property (as defined in the General Resolution) on a basis that is on parity with or senior to the Series 207 Bonds pursuant to the General Resolution and (d) any and all other obligations of the Agency consisting of bonds, debentures, notes or other similar instruments (excluding the Series 207 Bonds), now or hereafter outstanding under the terms of the General Resolution that is secured by a Lien on the Pledged Property (as defined in the General Resolution) on a basis that is on parity with or senior to the Series 207 Bonds pursuant to the General Resolution.

"*Prime Rate*" means on any day, the rate announced by Royal Bank, from time to time as its prime commercial lending rate for such day for United States dollar loans made in the United States and published at http://www/rbcroyalbank.com/rates/prime.html with each change in the Prime Rate being effective from and including the date such change is publicly announced as being effective; *provided, however,* Royal Bank may lend to its customers at rates that are at, above or below the Prime Rate.

"*Rating Agency*" means, initially, Moody's, and subsequent to the effective date of the Royal Bank Liquidity Facility, means any other nationally recognized rating agency or rating agencies, including Fitch and S&P, designated by the Agency to maintain a rating or ratings on the Series 207 Bonds and Parity Debt other than Moody's, which Rating Agency or Agencies must be consented to by Royal Bank (which consent will not be unreasonably withheld).

"*Related Documents*" means the Royal Bank Liquidity Facility, the Fee Letter, the Series 207 Bonds, the Remarketing Statement, the General Resolution, the Series Resolution, the Series Certificate and the Remarketing Agreement.

"*Series Certificate*" means the Agency's Series 207 Series Certificate for Homeowner Mortgage Revenue Bonds Series 207, dated as of October 18, 2017 and delivered as of November 16, 2017, as supplemented by a First Supplemental Certificate, dated as of May 4, 2018.

"*Series Resolution*" means the State of New York Mortgage Agency Homeowner Mortgage Revenue Bonds Series Resolution adopted on January 26, 2017, as amended and supplemented from time to time.

"*Term Out Period*" means the period commencing on the first to occur of (a) the ninety-first (91st) day following the Purchase Date and (b) the final day of the Commitment Period, and ending on the fifth (5th) anniversary of the date on which the related Liquidity Advance was first made pursuant to the Royal Bank Liquidity Facility.

"*Term Out Rate*" means the Base Rate plus two percent (2.00%) per annum.

Royal Bank of Canada

Royal Bank of Canada (referred to in this section as "Royal Bank") is a Schedule I bank under the *Bank Act* (Canada), which constitutes its charter and governs its operations. Royal Bank's corporate headquarters are located at Royal Bank Plaza, 200 Bay Street, Toronto, Ontario M5J 2J5, Canada, and its head office is located at 1 Place Ville Marie, Montreal, Quebec H3C 3A9, Canada.

Royal Bank is a global financial institution with a purpose-driven, principles-led approach to delivering leading performance. Our success comes from the 81,000+ employees who bring our vision, values and strategy to life so we can help our clients thrive and communities prosper. As Canada's biggest bank, and one of the largest in the world based on market capitalization, we have a diversified business model with a focus on innovation and providing exceptional experiences to our 16 million clients in Canada, the U.S. and 34 other countries.

Royal Bank had, on a consolidated basis, as at January 31, 2018, total assets of C$1,276.3 billion (approximately US$989.4 billion*), equity attributable to shareholders of C$72.7 billion (approximately US$56.4 billion*) and total deposits of C$800.0 billion (approximately US$620.2 billion*). The foregoing figures were prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB) and have been extracted and derived from, and are qualified by reference to, Royal Bank's unaudited Interim Condensed Consolidated Financial Statements included in its quarterly Report to Shareholders for the fiscal period ended January 31, 2018.

The senior long-term unsecured debt of Royal Bank has been assigned ratings of AA- (negative outlook) by S&P Global Ratings, A1 (negative outlook) by Moody's Investors Service and AA (stable outlook) by Fitch Ratings. Royal Bank's common shares are listed on the Toronto Stock Exchange, the New York Stock Exchange and the Swiss Exchange under the trading symbol "RY." Its preferred shares are listed on the Toronto Stock Exchange.

On written request, and without charge, Royal Bank will provide a copy of its most recent publicly filed Annual Report on Form 40-F, which includes audited Consolidated Financial Statements, to any person to whom this Remarketing Statement is delivered. Requests for such copies should be directed to Investor Relations, Royal Bank of Canada, by writing to 155 Wellington Street West, Toronto, Ontario, M5W 3K7, Canada, or by calling (416) 955-7802, or by visiting rbc.com/investorrelations†.

The delivery of this Remarketing Statement does not imply that there has been no change in the affairs of Royal Bank since the date hereof or that the information contained or referred to herein is correct as at any time subsequent to its date.

TAX MATTERS

General

The requirements of applicable Federal tax law in effect as of the date of issuance of a series of bonds must be satisfied with respect to all of the bonds which are treated as a composite issue under the Code in order that interest on the bonds which are part of such composite issue not be included in gross income for Federal income tax purposes retroactive to the date of issuance thereof. Each group of Tax Related Bonds is treated as a composite issue under the Code.

The Code provides that interest on obligations of a governmental unit such as the Agency issued to finance single family residences or to refund bonds issued for such purposes is excluded from gross income for Federal income tax purposes only if certain requirements are met with respect to the terms, amount and purpose of the obligations, the use of the funds generated by the issuance of the obligations, the nature of the residences

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* As at January 31, 2018: C$1.00 = US$0.812678

† This website URL is an inactive textual reference only, and none of the information on the website is incorporated in this Remarketing Statement.

and the mortgage loans and the eligibility of the borrowers executing the mortgage loans. See Appendix A — "Certain Additional Federal Income Tax Matters" for such requirements with respect to the Offered Bonds.

The Agency has included provisions in its Program documents that establish procedures, including receipt of certain affidavits and warranties from Mortgage Lenders and mortgagors, in order to assure compliance with the loan eligibility requirements and other requirements that must be satisfied subsequent to the respective date of issuance of each Series of the Offered Bonds. The Agency has covenanted in each Offered Bonds Series Resolution to do and perform all acts and things permitted by law and necessary or desirable to assure that interest paid on the related Series of Offered Bonds shall not be included in gross income for Federal income tax purposes and, for such purpose, to adopt and maintain appropriate procedures.

Opinions of Bond Counsel

Hawkins Delafield & Wood LLP, Bond Counsel to the Agency, previously delivered an opinion on the respective date of issuance of each Series of Offered Bonds (each an "Approving Opinion"), to the effect that, as of the respective date of issuance of the related Series of Offered Bonds, under then-existing statutes and court decisions on such date and assuming continuing compliance with certain tax covenants described herein, (i) interest on the related Series of Offered Bonds is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Code, (ii) interest on the Series 139 Bonds and the Series 144 Bonds is treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code and (iii) interest on the Series 207 Bonds is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code and, for tax years beginning before January 1, 2018, is not included in the adjusted current earnings of corporations for purposes of calculating the alternative minimum tax. In rendering each Approving Opinion, Bond Counsel relied on certain representations, certifications of fact, and statements of reasonable expectations made by the Agency in connection with the related Series of Offered Bonds, and Bond Counsel assumed compliance by the Agency with certain ongoing tax covenants to comply with applicable requirements of the Code to assure the exclusion of interest on such Series of Offered Bonds from gross income under Section 103 of the Code. A copy of each Approving Opinion is attached hereto in Appendix B.

In addition, in each Approving Opinion, Bond Counsel rendered an opinion to the effect that, as of the respective date of issuance of the related Series of Offered Bonds, under existing statutes on such date, interest on the related Series of Offered Bonds is exempt from personal income taxes imposed by the State of New York and any political subdivision thereof (including The City of New York), and such Series of Offered Bonds is exempt from all taxation directly imposed thereon by or under the authority of said State *except* for estate or gift taxes or taxes on transfers.

In connection with each Liquidity Substitution, Bond Counsel will deliver on the Substitution Date, an opinion (the applicable form of which is attached hereto in Appendix C) (each a "Liquidity Substitution Opinion"), to the effect that the applicable Liquidity Substitution, in and of itself, will not affect the exclusion of interest on the related group of Tax Related Bonds from gross income for Federal income tax purposes pursuant to Section 103 of the Code.

Bond Counsel expresses no opinion regarding any other Federal, state or local tax consequences with respect to the Offered Bonds or the ownership or disposition thereof. Bond Counsel rendered each Approving Opinion under then-existing statutes and court decisions as of the issue date of each Series of Offered Bonds, and renders each Liquidity Substitution Opinion under existing statutes and court decisions as of the Substitution Date and assumes no obligation to update, revise or supplement the Approving Opinion related to each Series of Offered Bonds after such issue date, each Liquidity Substitution Opinion, after the Substitution Date, to reflect any action thereafter taken or not taken, or any facts or circumstances that may thereafter come to its attention, any changes in law or in interpretations thereof that may thereafter occur, or for any other reason. Bond Counsel expresses no opinion on the effect of any action thereafter taken or not taken in reliance upon an opinion of other counsel on the exclusion from gross income for Federal income tax purposes of interest on any Series of Offered Bonds, or under state and local tax law.

Certain Collateral Federal Tax Consequences

The following is a brief discussion of certain collateral Federal income tax matters with respect to the Offered Bonds. It does not purport to address all aspects of Federal taxation that may be relevant to a particular owner of an Offered Bond. Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the Federal tax consequences of owning and disposing of the Offered Bonds.

Prospective owners of Offered Bonds should be aware that the ownership of such obligations may result in collateral Federal income tax consequences to various categories of persons, such as corporations (including S corporations and foreign corporations), financial institutions, property and casualty and life insurance companies, individual recipients of Social Security and railroad retirement benefits, individuals otherwise eligible for the earned income tax credit, and taxpayers deemed to have incurred or continued indebtedness to purchase or carry obligations the interest on which is excluded from gross income for Federal income tax purposes. Interest on the Offered Bonds may be taken into account in determining the tax liability of foreign corporations subject to the branch profits tax imposed by Section 884 of the Code.

Information Reporting and Backup Withholding

Information reporting requirements apply to interest paid on tax-exempt obligations, including the Offered Bonds. In general, such reporting requirements are satisfied if the interest recipient completes, and provides the payor with, a Form W-9, "Request for Taxpayer Identification Number and Certification," or if the recipient is one of a limited class of exempt recipients. A recipient not otherwise exempt from information reporting who fails to satisfy the information reporting requirements will be subject to "backup withholding," which means that the payor is required to deduct and withhold a tax from the interest payment, calculated in the manner set forth in the Code. For the foregoing purpose, a "payor" generally refers to the person or entity from whom a recipient receives its payments of interest or who collects such payments on behalf of the recipient.

If an owner purchasing an Offered Bond through a brokerage account has executed a Form W-9 in connection with the establishment of such account, as generally can be expected, no backup withholding should occur. In any event, backup withholding does not affect the excludability of the interest on the Offered Bonds from gross income for Federal income tax purposes. Any amounts withheld pursuant to backup withholding would be allowed as a refund or a credit against the owner's Federal income tax once the required information is furnished to the Internal Revenue Service.

Miscellaneous

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Offered Bonds under Federal or state law or otherwise prevent beneficial owners of the Offered Bonds from realizing the full current benefit of the tax status of such interest. In addition, such legislation or actions (whether currently proposed, proposed in the future, or enacted) and such decisions could affect the market price or marketability of the Offered Bonds.

Prospective purchasers of the Offered Bonds should consult their own tax advisors regarding the foregoing matters.

LITIGATION

There is no material litigation pending or to the knowledge of the Agency threatened against the Agency in any court in any way affecting the existence of the Agency or the titles of its officers or directors to their respective offices, or seeking to restrain or enjoin the Liquidity Substitutions or the remarketing of the Offered Bonds, or contesting or affecting in any way the collection or application of Pledged Property, or in any way contesting or affecting the validity or enforceability of the Offered Bonds or the Resolution, or contesting in any way the completeness or accuracy of this Remarketing Statement, or contesting the powers of the Agency or any

authority with respect to the Offered Bonds, the Resolution, the Mortgage Purchase Agreements, or the Servicing Agreements, or contesting in any way any transaction described in or contemplated by this Remarketing Statement, nor, to the best of the Agency's knowledge, is there any basis therefor.

LEGAL MATTERS

Each Liquidity Substitution with respect to the related Series of Offered Bonds is subject to the receipt of the related Liquidity Substitution Opinion of Hawkins Delafield & Wood LLP, New York, New York, Bond Counsel to the Agency, and to certain other conditions. Each Liquidity Substitution Opinion of Bond Counsel to the Agency will be delivered in substantially the applicable form attached as Appendix C. D. Seaton and Associates, P.A., P.C., New York, New York, is serving as Disclosure Counsel to the Agency. Certain legal matters will be passed upon for Bank of America by its counsel, Nixon Peabody LLP, New York, New York. Certain legal matters will be passed upon for Royal Bank by its counsel, Kutak Rock LLP, Kansas City, Missouri.

PART 2 TO THE REMARKETING STATEMENT

General

Part 2 to this Remarketing Statement is the same Part 2 that comprises Part 2 to the Agency's Official Statement, dated February 28, 2018, with respect to its Homeowner Mortgage Revenue Bonds, Series 208, Series 209 and Series 210, available from the Municipal Securities Rulemaking Board through its Electric Municipal Market Access ("EMMA") portal at http://emma.msrb.org/ ES1116398-ES872325-ES1273620.pdf (the "Series 208, 209 and 210 Part 2"), as supplemented by the information under this heading. References to Part 2 (or to any heading or subheading under Part 2) in this Remarketing Statement refer, as applicable, to the Series 208, 209 and 210 Part 2 or to the corresponding heading or subheading under the Series 208, 209 and 210 Part 2, in each case as the Series 208, 209 and 210 Part 2 is supplemented by the information under this heading.

Part 1 and Part 2 to this Remarketing Statement, including their respective appendices, are to be read together and together (including their respective appendices) constitute this Remarketing Statement. Unless otherwise expressly stated therein, information in Part 2 is as of February 28, 2018.

State Fiscal Year 2018-2019 Enacted Budget Provisions

The Series 208, 209 and 210 Part 2 describes certain provisions of the Proposed State Fiscal Year 2018-2019 Executive Budget that pertain to the Agency and the Agency's Mortgage Insurance Fund (the "MIF") under the heading "The Agency — Proposed State Fiscal Year 2018-2019 Executive Budget Provisions." The information under this heading supplements the information set forth under the heading "The Agency — Proposed State Fiscal Year 2018-2019 Executive Budget Provisions" by replacing such information in its entirety with the following:

> **State Fiscal Year 2018-2019 Enacted Budget Provisions**
>
> The current Enacted Budget (each State fiscal year is for the twelve-month period from April 1 of a calendar year to and including March 31 in the next succeeding calendar year) requires certain transfers of moneys in the aggregate amount of $55 million, subject to the approval of Director of the Budget of the State of New York, from (a) the Special Account in an amount up to the available excess balance in the Special Account, as calculated in accordance with the Act for the State Fiscal Year 2017-2018 (the "Excess Balance Funds"), and/or (b) the Project Pool Insurance Account, provided that, at the time of each transfer from the Project Pool Insurance Account the reserves remaining in the Project Pool Insurance Account are sufficient to attain and maintain the credit rating required to accomplish the purposes of the Project Pool Insurance Account (as determined by the Agency) (the "Project Pool Funds"). There can be no assurances as to what effect, if any, any such transfer may have on the then-current rating of the Project Pool Insurance Account by any rating agency.

Assuming satisfaction of the above referenced conditions precedent, six transfers of Excess Balance Funds and/or Project Pool Funds in the aggregate amount of up to $55 million will be made as follows: three to the Housing Trust Fund Corporation in an aggregate amount of up to $35.667 million to be made no later than June 30, 2018, two to the Homeless Housing and Assistance Corporation in an aggregate amount of up to $10.333 million to be made no later than March 31, 2019 and one to the Municipal Bond Bank Agency in an amount of up to $ 9 million to be made no later than December 31, 2018. The Housing Trust Fund Corporation is a subsidiary of the New York State Housing Finance Agency, one of the public authorities integrated with the Agency.

Provisions similar to the transfer provisions were enacted as part of the Enacted Budget for State Fiscal Year 2017-2018 resulting in transfers to the Housing Trust Fund Corporation, the Housing Finance Agency, the Homeless Housing and Assistance Corporation, the Community Restoration Fund and the Municipal Bond Bank Agency from (a) the Project Pool Insurance Account in the aggregate amount of $99,397,781, and (b) the Special Account in the aggregate amount of $53,602,219 from available Excess Balance Funds for State Fiscal Year 2016-2017. Similar provisions enacted as part of prior State Enacted Budgets resulted in transfers (i) in State Fiscal Year 2016-2017 from the Project Pool Account in the aggregate amount of $100 million and the Special Account in the aggregate amount of $50 million to the Housing Trust Fund Corporation, the Housing Finance Agency and the Homeless Housing and Assistance Corporation, (ii) in State Fiscal Year 2015-2016 from the Project Pool Insurance Account in the aggregate amount of $75 million and the Special Account in the aggregate amount of $50 million to the Housing Finance Agency, the Housing Trust Fund Corporation and the Homeless Housing and Assistance Corporation, (iii) in State Fiscal Year 2014-2015 from the Project Pool Insurance Account in the aggregate amount of $75.418 million to the Housing Trust Fund Corporation and the Housing Finance Agency, (iv) in State Fiscal Year 2013-2014 from the Project Pool Insurance Account in the aggregate amount of $135.952 million to the State General Fund, the Housing Finance Agency and the Housing Trust Fund Corporation, and (v) in State Fiscal Years 2012-2013 and 2008-2009 from the Project Pool Insurance Account to the State General Fund, each in the amount of $100 million. Pursuant to separately enacted legislation, in State Fiscal Year 2016-2017 transfers from the Special Account in the aggregate amount of $25 million were made to the Municipal Bond Bank Agency.

Neither the Project Pool Insurance Account nor the Special Account provide primary or pool insurance for any Mortgage Loans.

Under the provisions of the Act with respect to the MIF, no amounts can be withdrawn from any account in the MIF, including the Single Family Pool Insurance Account, that would cause the amount on deposit in such account to fall below its statutorily required reserves. The Agency is authorized to withdraw moneys from the General Resolution only as described in the third paragraph under "Sources of Payment and Security for the Bonds — Pledge of the Resolution."

The information under this heading also supplements the information set forth under the heading "Mortgage Insurance and New York Foreclosure Procedures — MIF — Proposed State Fiscal Year 2018-2019 Executive Budget Provisions" in Appendix B to the Series 208, 209 and 210 Part 2 by replacing such information in its entirety with the following:

State Fiscal Year 2018-2019 Enacted Budget Provisions

The current Enacted Budget requires certain transfers of moneys in the aggregate amount of $55 million, subject to the approval of Director of the Budget of the State of New York, from (a) the Special Account in an amount up to the available excess balance in the Special Account, as calculated in accordance with the Act for the State Fiscal Year 2017-2018 (the "Excess Balance Funds"), and/or (b) the Project Pool Insurance Account, provided that, at the time of each transfer from the Project Pool Insurance Account the reserves remaining in the Project Pool Insurance Account are sufficient to attain

and maintain the credit rating required to accomplish the purposes of the Project Pool Insurance Account (as determined by the Agency) (the "Project Pool Funds"). There can be no assurances as to what effect, if any, any such transfer may have on the then-current rating of the Project Pool Insurance Account by any rating agency.

Assuming satisfaction of the above referenced conditions precedent, six transfers of Excess Balance Funds and/or Project Pool Funds in the aggregate amount of up to $55 million will be made as follows: three to the Housing Trust Fund Corporation in an aggregate amount of up to $35.667 million to be made no later than June 30, 2018, two to the Homeless Housing and Assistance Corporation in an aggregate amount of up to $10.333 million to the Homeless Housing and Assistance Corporation to be made no later than March 31, 2019, and one to the Municipal Bond Bank Agency in an amount of up to $9 million to be made no later than December 31, 2018. The Housing Trust Fund Corporation is a subsidiary of the New York State Housing Finance Agency, one of the public authorities integrated with the Agency.

Provisions similar to the transfer provisions were enacted as part of the Enacted Budget for State Fiscal Year 2017-2018 resulting in transfers to the Housing Trust Fund Corporation, the Housing Finance Agency, the Homeless Housing and Assistance Corporation, , the Community Restoration Fund and the Municipal Bond Bank Agency from (a) the Project Pool Insurance Account in the aggregate amount of $99,397,781, and (b) the Special Account in the aggregate amount of $53,602,219 from available Excess Balance Funds for State Fiscal Year 2016-2017. Similar provisions enacted as part of prior State Enacted Budgets resulted in transfers (i) in State Fiscal Year 2016-2017 from the Project Pool Account in the aggregate amount of $100 million and the Special Account in the aggregate amount of $50 million to the Housing Trust Fund Corporation, the Housing Finance Agency and the Homeless Housing and Assistance Corporation, (ii) in State Fiscal Year 2015-2016 from the Project Pool Insurance Account in the aggregate amount of $75 million and the Special Account in the aggregate amount of $50 million to the Housing Finance Agency, the Housing Trust Fund Corporation and the Homeless Housing and Assistance Corporation, (iii) in State Fiscal Year 2014-2015 from the Project Pool Insurance Account in the aggregate amount of $75.418 million to the Housing Trust Fund Corporation and the Housing Finance Agency, (iv) in State Fiscal Year 2013-2014 from the Project Pool Insurance Account in the aggregate amount of $135.952 million to the State General Fund, the Housing Finance Agency and the Housing Trust Fund Corporation, and (v) in State Fiscal Years 2012-2013 and 2008-2009 from the Project Pool Insurance Account to the State General Fund, each in the amount of $100 million. Pursuant to separately enacted legislation, in State Fiscal Year 2016-2017 transfers from the Special Account in the aggregate amount of $25 million were made to the Municipal Bond Bank Agency.

Neither the Project Pool Insurance Account nor the Special Account provide primary or pool insurance for any Mortgage Loans.

Under the provisions of the Act with respect to the MIF, no amounts can be withdrawn from any account in the MIF, including the Single Family Pool Insurance Account, that would cause the amount on deposit in such account to fall below its statutorily required reserves. The Agency is authorized to withdraw moneys from the General Resolution only as described in the third paragraph under "Sources of Payment and Security for the Bonds — Pledge of the Resolution."

Liquidity Facilities for Bonds Bearing Variable Rates of Interest

"Status of Outstanding Homeowner Mortgage Revenue Bonds – Liquidity Facilities for Bonds Bearing Variable Rates of Interest" in Series 208, 209 and 210 Part 2, beginning on page 2-21, provides information regarding liquidity facilities applicable to Bonds bearing variable interest rates. The information below updates the information set forth under that heading by deleting such information in its entirety and replacing it with the following:

Liquidity Facilities for Bonds Bearing Variable Rates of Interest

Following the Liquidity Substitutions, twelve Series of Bonds with an aggregate principal amount of $381,615,000 will be outstanding, bearing interest at variable interest rates and subject to optional or mandatory tender. Such amount represents approximately 19.7% of the Outstanding Bonds. The Series of Bonds bearing interest at variable interest rates are identified in the table "Status of Outstanding Mortgage Revenue Bonds by Series" in this Part 2. Following the Liquidity Substitutions, of these twelve Series of Bonds, two will be subject to standby bond purchase agreements provided by Barclays Bank PLC ("Barclays"), one will be subject to a standby bond purchase agreement provided by JPMorgan Chase Bank, N.A. ("JPMorgan"), three will be subject to standby bond purchase agreements provided by Wells Fargo Bank, National Association ("Wells Fargo"), two will be subject to standby bond purchase agreements provided by Bank of America, N.A. ("Bank of America") and four will be subject to standby bond purchase agreements provided by Royal Bank of Canada ("Royal Bank"), acting through its WFC, New York, Branch. Barclays, JPMorgan, Wells Fargo, Bank of America, Royal Bank, and the providers of future standby bond purchase agreements, are each referred to individually as a "Liquidity Provider" and, collectively, as the "Liquidity Providers." Each Liquidity Facility provided by each respective Liquidity Provider is referred to individually as a "Liquidity Facility" and collectively as the "Liquidity Facilities."

The following table sets forth information about the aggregate outstanding principal amount of variable rate bonds that are the subject of Liquidity Facilities following the Liquidity Substitutions and the rating of each Liquidity Provider. For information regarding the Agency's disclaimer with respect to ratings, see "Miscellaneous" in Part 1.

Liquidity Provider Exposure and Respective Ratings

	Aggregate Outstanding Principal Amount of Bonds Subject to Liquidity Facilities Provided by Each Liquidity Provider[3]	Liquidity Provider Long Term & Short Term Ratings (Moody's)[1]	Liquidity Provider Long Term & Short Term Ratings (S&P)[1]
JPMorgan	$ 29,345,000	Aa3/P-1[4]	A+/A-1[4]
Wells Fargo	133,995,000	Aa2/P-1[5]	A+/A-1[5]
Barclays	54,515,000	A2/P-1[2]	A/A-1[2]
Royal Bank	111,765,000	A1/P-1[6]	AA-/A-1+[6]
Bank of America	51,995,000	Aa3/P-1[7]	A+/A-1[7]
	$381,615,000		

[1] Ratings are based upon the information available on S&P's and Moody's respective websites, as of April 25, 2018.
[2] Moody's rating outlook is negative. S&P's long-term rating outlook is stable. Moody's Counterparty Risk Assessment Rating is A2(cr)/P-1(cr).
[3] As of the Substitution Date, assuming the effectiveness of the Liquidity Substitutions, unless otherwise indicated.
[4] Moody's Counterparty Risk Assessment Rating is Aa2(cr)/P-1(cr). S&P's long-term rating outlook is stable.
[5] Moody's Counterparty Risk Assessment Rating is Aa1(cr)/P-1(cr). S&P's long-term rating outlook is stable.
[6] Moody's Counterparty Risk Assessment Rating is Aa3(cr)/P-1(cr). S&P's long-term rating outlook is negative.
[7] Moody's Counterparty Risk Assessment Rating is Aa3(cr)/P-1(cr).. S&P's long-term rating outlook is stable.

This paragraph and the following table describe the Liquidity Facilities and Liquidity Providers following the Liquidity Substitution (except as otherwise noted). The following table summarizes certain information regarding the existing Liquidity Facilities related to the applicable Series of Bonds. Any Bond purchased by a Liquidity Provider under the terms of the applicable Liquidity Facility becomes a "bank bond" and, from the date of purchase until such Bond either is remarketed to a purchaser (other than the applicable Liquidity Provider) or retired, such bank bond will bear interest at an interest rate (a "bank bond rate") determined pursuant to the applicable Liquidity Facility. Notwithstanding the establishment of a bank bond rate, each Liquidity Facility requires bank bonds to bear interest at the greater of the applicable bank bond rate or the interest rate borne by Bonds of such Series in the same interest rate mode that are not bank

bonds. In addition, each bank bond rate may increase upon the occurrence of certain events, including a reduction in the rating of the related Series of Bonds or certain defaults (such increased bank bond rate is the "default rate").

Series	Bonds Outstanding[1] ($) (000s)	Liquidity Provider	Remarketing Agent	Current Mode	Expiration Date [2]
Series 129 [7]	$21,915	Royal Bank	Citi[10]	Weekly	5/4/23
Series 132 [7]	23,285	Royal Bank	JPM[11]	Daily	9/17/19
Series 135 [3]	13,925	Barclays	Goldman[12]	Daily	5/4/21
Series 139 [8][15]	28,655	Bank of America	JPM[11]	Daily	5/4/21
Series 142 [7]	26,565	Royal Bank	RBC[14]	Daily	9/8/22
Series 144 [8][15]	23,340	Bank of America	Goldman[12]	Daily	5/4/21
Series 159 [4]	60,000	Wells Fargo	Loop Capital[13]	Weekly	8/27/19
Series 162 [4]	23,995	Wells Fargo	Citi[10]	Weekly	8/27/19
Series 199 [4]	50,000	Wells Fargo	Loop Capital[13]	Weekly	8/27/19
Series 202 [6]	29,345	JPMorgan	Loop Capital[13]	Daily	5/13/19
Series 207 [7][15]	40,000	Royal Bank	Barclays Capital[9]	Weekly	5/4/23
Series 210 [3]	40,590	Barclays	JPM	Weekly	5/4/21

(1) As of the Substitution Date, assuming the effectiveness of the Liquidity Substitutions.

(2) Each of the Liquidity Facilities expires prior to the final maturity date of the related Bonds. For information regarding the final maturity date of the Bonds of each Series, see "Status of Outstanding Homeowner Mortgage Revenue Bonds — Outstanding Homeowner Mortgage Revenue Bonds by Series."

(3) The bank bond rate for the first 60 days after Barclays has purchased the applicable bank bonds is the highest of (i) 8% per annum, (ii) the federal funds rate plus 2.50% per annum, (iii) the prime rate established by Barclays as its prime rate plus 2.50% per annum, or (iv) 150% of the yield on actively traded 30-year U.S. Treasury Bonds ("150% Treasury," and collectively with clauses (i)-(iii), the "Barclays Base Rate"). The bank bond rate for days 61-180, is the Barclays Base Rate plus 1% per annum and from and after day 181 is the Barclays Base Rate plus 2% annum. However, at any time that the Barclays Base Rate is 150% Treasury, the bank bond rate for the respective periods described in the prior sentence shall be the Barclays Base Rate. The default rate is the Barclays Base Rate plus 4% per annum. In no event will the bank bond rate exceed the lesser of (i) maximum interest rate permitted by law, or (ii) 12%.

(4) The bank bond rate is the base rate for the first 180 days after Wells Fargo has purchased the Bonds and, thereafter, the base rate plus 1%. The "base rate" is the highest of (a) the prime rate publicly announced by Wells Fargo, plus 1%, (b) the federal funds rate plus 2% per annum, and (c) 7% per annum. The default rate is the base rate plus 3% per annum. In no event will the bank bond rate exceed the lesser of (i) maximum interest rate permitted by law, or (ii) 25%.

(5) Notwithstanding the establishment of the bank bond rate, bank bond shall bear interest at the greater of the applicable bank bond rate or the interest borne by Bonds of the applicable Series that are not bank bonds.

(6) The bank bond rate for the first 180 days after JPMorgan has purchased the applicable bank bonds is the highest of (i) the prime rate publicly announced by JPMorgan at its principal office in New York City, plus 1.50% per annum, (ii) the federal funds rate plus 2% per annum, and (iii) 7.50% per annum. After such 180 days, the bank bond rate is the amount set forth in the prior sentence (the "JPMorgan Base Rate"), plus 1%. The default rate is the JPMorgan Base Rate plus 2% per annum. In no event will the bank bond rate exceed the lesser of (i) maximum interest rate permitted by law, or (ii) 25%.

(7) The bank bond rate for the first 90 days after Royal Bank has purchased such Bonds is the highest of (i) the prime rate published online by Royal Bank plus 1.50% per annum, (ii) the federal funds rate plus 2% per annum, and (iii) 7.00% per annum (collectively, with clauses (i) and (ii), the "Royal Bank Base Rate"). The bank bond rate for days 91 through and including 180 is the Royal Bank Base Rate plus 1.00% per annum, and from and after day 181 is the Royal Bank Base Rate plus 2.00% per annum. The default rate is the greater of (i) the Royal Bank Base Rate plus 4.00% per annum, and (ii) 12% per annum. In no event will the bank bond rate exceed the lesser of (i) maximum interest rate permitted by law, and (ii) 12% per annum.

(8) The bank bond rate for the first 90 days after Bank of America has purchased such Bonds is the highest of (a) the prime rate publicly announced from time to time by Bank of America plus 1.00% per annum, (b) the federal funds rate plus 2.00% per annum, and (c) 7.00% per annum (collectively, with clauses (a) and (b), the "Bank of America Base Rate"). The bank bond rate from and after day 91 is the Bank of America Base Rate plus 1.00% per annum. The default rate is the Bank of America Base Rate plus 4.00% per annum.

(9) Barclays Capital, Inc.

(10) Citigroup Global Markets Inc.

(11) J.P. Morgan Securities LLC.

(12) Goldman Sachs & Co. LLC.

(13) Loop Capital Markets LLC.

(14) RBC Capital Markets, LLC.

(15) One of the Series of Offered Bonds. See "Introduction" in Part 1.

Each Liquidity Facility requires the applicable Liquidity Provider, subject to the satisfaction of the conditions precedent set forth in such Liquidity Facility, to provide funds to pay the purchase price of any Bonds of the related Series that are tendered for purchase and not remarketed.

Under the General Resolution, interest on bank bonds is treated the same as interest on other Bonds. Each existing Liquidity Facility, other than the Liquidity Facilities provided by Bank of America, requires the Agency to repay the principal component of the purchase price of the applicable bank bond in, assuming the satisfaction of certain conditions, ten equal semi-annual installments, the first of which is due on the 181st day that an applicable bank bond has been a bank bond. Each Liquidity Facility provided by Bank of America requires the Agency to repay the principal component of the purchase price of the applicable bank bond in, assuming the satisfaction of certain conditions, six equal semi-annual installments, the first of which is due on the 91st day that an applicable bank bond has been a bank bond. All successive installments under each current Liquidity Facility are due 180 days after the prior installment. The accelerated principal payments described in this paragraph are payable from moneys in the General Resolution's General Fund in the order of priority and as described in clause (v) of "Summary of Certain Provisions of the General Resolution — General Fund" in Part 2, but only if and to the extent that a Cash Flow Statement filed with the Trustee in accordance with the General Resolution demonstrates that sufficient funds are available for such purpose. See "Sources of Payment and Security for the Bonds — Cash Flow Statement." Failure to make such principal payments to the applicable Liquidity Provider is not an Event of Default under the General Resolution.

Each Liquidity Facility expires prior to the final maturity date of the related Bonds. In connection with any scheduled expiration, the Agency may extend the scheduled expiration, provide an alternate liquidity facility to replace the expiring standby bond purchase agreement, or convert the interest rates on the applicable Bonds to fixed interest rates or to an interest rate mode that does not require a liquidity facility. Applicable Bonds are subject to mandatory tender for purchase prior to the expiration of the related Liquidity Facility. There can be no assurance that the Agency will be able to extend any expiration date or to obtain an alternate liquidity facility on terms substantially similar to the terms of an expiring Liquidity Facility. Under certain circumstances, a Liquidity Provider may terminate a Liquidity Facility without affording the applicable Bondowners a right to tender their Bonds.

The Agency has not experienced a failed remarketing of variable rate Bonds since 2011. The Agency can give no assurance that Bonds that are the subject of a Liquidity Facility will not become bank bonds subject to applicable bank bond rates and (subject to available moneys therefor under the Resolution) accelerated principal payments as described above.

Mortgage Loan Servicing

The information under the heading "Mortgage Loan Servicing" beginning on page 2-27, is updated by deleting the fifth and sixth sentences in the second paragraph therein.

Interest Rate Swap Agreements

Footnote (9) to the table appearing on page 2-13 under the heading "Sources of Payment and Security for the Bonds – Interest Rate Swap Agreements" in Series 208, 209 and 210 Part 2 is replaced with the following sentence: "Goldman Sachs Bank USA. S&P's rating outlook is stable. Moody's rating outlook is negative. Moody's Counterparty Risk Assessment Rating is Aa3(cr)." Such rating information is based upon information on S&P's and Moody's respective websites, as of April 25, 2018.

MISCELLANEOUS

The references herein to the Act, the Code, the Resolution, the Series Resolutions authorizing Bonds, and the Amended and Restated Master Disclosure Agreement (as defined in Part 2; see "The Agency —

Continuing Disclosure") are brief outlines of certain provisions thereof. The references herein to the Mortgage Purchase Agreements, the Servicing Agreements, and the Program Documents are brief outlines of certain provisions that are included therein. Such outlines do not purport to be complete or definitive, and reference is made to such statutes, the Resolution, the Series Resolutions authorizing Bonds, the Amended and Restated Master Disclosure Agreement, the Mortgage Purchase Agreements, the Servicing Agreements, and the Program Documents for complete and definitive statements of such provisions. The agreements of the Agency with the Owners of the Bonds are fully set forth in the Resolution and the Series Resolutions authorizing Bonds, and this Remarketing Statement is not to be construed as a contract with the Owners of the Bonds. To the extent that any statements are made in this Remarketing Statement involving matters of opinion or estimates, whether or not expressly stated as such, they are intended merely as such and not as representations of fact. The information in this Remarketing Statement is subject to change without notice, and no inference should be derived from the remarketing of the Offered Bonds that there has been no change in the affairs of the Agency or in the other matters described in this Remarketing Statement from the date hereof. Totals listed in tables herein may not add due to rounding. Ratings included in this Remarketing Statement reflect only the views of the respective rating agencies and an explanation of the significance of such ratings may be obtained from such organizations. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by such rating agencies if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. The Agency undertakes no responsibility for updating the rating information included in this Remarketing Statement. Copies of the Act, the Resolution, the Series Resolutions authorizing the Bonds, and the Amended and Restated Master Disclosure Agreement are available for inspection at the offices of the Agency.

The Agency may cause to be prepared certain computational analysis or analyses related to the Offered Bonds in response to requests it receives from potential investors ("Requested Materials"). The parties requesting Requested Materials do so for their own purposes. The Requested Materials may be available from the Agency upon request. This reference to the Requested Materials is not an incorporation of such Requested Materials into this Remarketing Statement.

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The execution and delivery of this Remarketing Statement have been duly authorized by the Agency.

STATE OF NEW YORK MORTGAGE AGENCY

By: /s/ RuthAnne Visnauskas
Executive Director and Chief Executive Officer

Dated: April 26, 2018

APPENDIX A

CERTAIN ADDITIONAL FEDERAL INCOME TAX MATTERS

The Code substantially restricts the use of proceeds of tax-exempt obligations used to finance mortgage loans for single family housing or to refund such obligations. Under the Code, interest on bonds the proceeds of which are used to provide mortgage loans on owner-occupied housing is not excluded from gross income for Federal income tax purposes unless the bonds are part of a "qualified mortgage issue." Each group of Tax Related Bonds constitutes, and will continue to constitute, a "qualified mortgage issue" if the requirements described below under "Loan Eligibility Requirements Imposed by the Code" and the use of funds generated by the issuance of such obligations continue to be met.

Loan Eligibility Requirements Imposed by the Code

The Code, as in effect on the date of issuance of each Series of Offered Bonds, contained the following loan eligibility requirements that were, and still are, applicable to Mortgage Loans financed with proceeds attributable to the applicable Tax Related Bonds in order that interest on such Series of Offered Bonds not be included in gross income for Federal income tax purposes retroactive to the respective date of issuance thereof. Certain documents adopted by the Agency establish procedures to be followed in connection with the financing of Mortgage Loans with amounts attributable to the applicable Tax Related Bonds in order to assure that interest paid on the applicable Series of Offered Bonds not be included in gross income for Federal income tax purposes under the Code (the "Program Documents").

Residence Requirement

The Code requires that each of the premises financed with proceeds of qualified mortgage bonds be a one-to-four-family residence, one unit of which can reasonably be expected to become the principal residence of the mortgagor within a reasonable time after the financing is provided. In the case of a two-to-four-family residence (other than two-family residences in targeted areas having borrowers whose family income does not exceed 140% of applicable family median income), the residence must have been occupied as a residence at least five years before the mortgage is executed. Each mortgagor must submit an affidavit stating such person's intention to occupy the premises as his principal residence within 60 days after closing of the Mortgage Loan. In the case of a two-to-four-family residence (other than two-family residences in targeted areas having borrowers whose family income does not exceed 140% of applicable family median income), the mortgagor is required by the Program Documents to certify that the residence was first occupied as a residence at least five years before the Mortgage Loan was executed.

First-Time Homebuyer Requirement

The Code requires that, subject to certain exceptions, the lendable proceeds of qualified mortgage bonds be used to provide financing to mortgagors who have not had a present ownership interest in their principal residence (other than the residence being financed) during the three-year period prior to execution of the mortgage loan.

New Mortgage Requirement

The Code requires that, with certain limited exceptions, the lendable proceeds of qualified mortgage bonds finance new mortgage loans only and that no proceeds may be used to acquire or replace an existing mortgage loan, which would include the refinancing of a pre-existing mortgage loan.

Purchase Price Limitation

The Code requires that the purchase price of the residence financed with the lendable proceeds of qualified mortgage bonds may not exceed 90% of the average area purchase price applicable to such residence or 110% of the applicable average area purchase price in the case of residences located in targeted areas.

Income Limitation

The Code requires that all mortgage loans made from the lendable proceeds of qualified mortgage bonds be made only to borrowers whose family income does not exceed 115% (for mortgage loans made to families with fewer than three members, 100%) of the applicable median family income. An exception is provided for mortgage loans financed with the lendable proceeds of qualified mortgage bonds made with respect to targeted area residences that permits two-thirds in aggregate amount of such mortgage loans to be made with respect to borrowers whose family income does not exceed 140% (for mortgage loans made to families with fewer than three members, 120%) of the applicable median family income and one-third in aggregate amount of such loans to be made without regard to any income limitation.

Applicable Federal tax law permits higher income limits for persons financing homes located in certain "high housing cost areas." A high housing cost area is a statistical area for which the ratios of the area's average purchase price for existing and new single family houses to the area's median income exceed 120% of the same ratios determined on a national basis. These ratios are determined separately with respect to new and existing single family residences. An area is a high housing cost area only if the ratios for both new and existing houses meet the 120% test. In high housing cost areas, the mortgagor income limits are increased above 115% (or 100%, as applicable) by one percent for each percentage point (1%) by which the new or existing housing price ratio, whichever is smaller, exceeds 120%. *However,* the new limit cannot exceed 140% (or 120%, as applicable) of the income limits otherwise applicable.

Family income includes income of all individuals executing both the note and mortgage and occupying the dwelling as their principal residence.

Requirements as to Assumptions

The Code provides that a mortgage loan may be assumed only if each of the then applicable residence requirement, first-time homebuyer requirement, purchase price limitation, and income limitation is met with respect to such assumption.

General

An issue of bonds is treated as meeting the loan eligibility requirements of the Code if (i) the issuer in good faith attempted to meet all the loan eligibility requirements before the mortgage loans were executed, (ii) any failure to comply with the loan eligibility requirements is corrected within a reasonable period after such failure is first discovered, and (iii) 95% or more of the proceeds of the issue used to make mortgage loans was used to finance residences that met all such requirements at the time the mortgage loans were executed.

Other Requirements Imposed by the Code

General

Failure to comply with the applicable provisions of the Code may result in interest on the applicable issue of bonds being included in gross income for Federal income tax purposes retroactive to the date of issuance thereof. The Code provides that gross income for Federal income tax purposes does not include interest on a mortgage revenue bond if it is a qualified mortgage bond. A qualified mortgage bond is a part of an issue of a state or political subdivision all the proceeds of which (net of amounts applied to any costs of issuance thereof

and to fund a reasonably required reserve) are used to finance owner-occupied residences and that meets certain (i) general requirements, (ii) arbitrage restrictions on the use and investment of proceeds of the issue, and (iii) loan eligibility requirements set forth in the Code and as more fully described above under "Loan Eligibility Requirements Imposed by the Code."

The first general requirement of the Code applicable to the Agency's Program is that the aggregate amount of private activity bonds that may be issued by the Agency in any calendar year (or previous years' carried forward amount) must not exceed the portion of the private activity bond volume limit for the State that is allocated to the Agency. The Offered Bonds are either excluded from or within the applicable limits for the Agency. The second general requirement of the Code applicable to the Agency's Program is that at least 20% of the lendable proceeds of an issue of bonds must be made available (and applied with reasonable diligence) for owner-financing of residences in targeted areas (as defined by the Code) for at least one year after the date on which such funds are first available for such owner-financing (the "targeted area requirement").

The Code requires the issuer of qualified mortgage bonds to file with the Internal Revenue Service reports on the issuance of its qualified mortgage bonds following such issuance, as well as an annual qualified mortgage loan information report.

The Code requires that the effective interest rate on mortgage loans financed with the lendable proceeds of qualified mortgage bonds may not exceed the yield on the issue by more than 1.125% and that certain investment earnings on non-mortgage investments, calculated based upon the extent such investment earnings exceed the amount that would have been earned on such investments if the investments were invested at a yield equal to the yield on the applicable Tax Related Bonds, be rebated to the United States.

Recapture Provision

For certain mortgage loans made after December 31, 1990 from the proceeds of tax-exempt bonds issued after August 15, 1986, and for assumptions of such mortgage loans, the Code requires a payment to the United States from certain mortgagors upon sale or other disposition of their homes (the "Recapture Provision"). The Recapture Provision requires that an amount determined to be the subsidy provided by a qualified mortgage bond financing to a mortgagor be paid to the United States on disposition of the house (but not in excess of 50% of the gain realized by the mortgagor). The recapture amount would (i) increase over the period of ownership, with full recapture occurring if the house were sold between four and five full years after the closing of the mortgage loan and (ii) decline ratably to zero with respect to sales occurring between five and nine full years after the closing of the mortgage loan. An exception excludes from recapture part or all of the subsidy in the case of certain assisted individuals whose incomes are less than prescribed amounts at the time of the disposition. The Code requires an issuer to inform mortgagors of certain information with respect to the Recapture Provision.

The Code states that an issuer will be treated as meeting the targeted area requirement, the arbitrage restrictions on mortgage loans, and the recapture information requirements if it in good faith attempted to meet all such requirements and any failure to meet such requirements was due to inadvertent error after taking all reasonable steps to comply with such requirements.

Required Redemptions

For bonds issued after 1988, the Code permits repayments (including prepayments) of principal of mortgage loans financed with the proceeds of an issue of bonds to be used to make additional mortgage loans for only 10 years from the date of issuance of the bonds (or the date of issuance of the original bonds in the case of refundings), after which date such amounts must be used to redeem bonds, *except* for a $250,000 *de minimis* amount (the "10-Year Rule"). As a result, the Agency may be required by the Code to redeem a Series of Offered Bonds from repayments (including prepayments) of principal of Mortgage Loans financed with proceeds attributable to the applicable group of Tax Related Bonds or Mortgage Loans otherwise attributable to such group of Tax Related Bonds for Federal tax purposes.

APPENDIX B

APPROVING OPINION OF BOND COUNSEL DELIVERED UPON ISSUANCE OF EACH SERIES OF OFFERED BONDS

APPROVING OPINION OF BOND COUNSEL DELIVERED UPON ISSUANCE OF THE SERIES 139 BONDS

October 12, 2006

State of New York Mortgage Agency
New York, New York

Dear Directors:

As Bond Counsel to the State of New York Mortgage Agency (the "Agency"), a corporate governmental agency constituting a political subdivision and a public benefit corporation of the State of New York (the "State") organized and existing under and pursuant to the State of New York Mortgage Agency Act, Chapter 612 of the 1970 Laws of the State, being Title 17 of Article 8 of the Public Authorities Law, as amended (the "Act"), we have examined a record of proceedings relating to the issuance by the Agency, of Homeowner Mortgage Revenue Bonds, Series 137 in the aggregate principal amount of $75,205,000 (the "Series 137 Bonds"), Homeowner Mortgage Revenue Bonds, Series 138 in the aggregate principal amount of $15,795,000 (the "Series 138 Bonds"), and Homeowner Mortgage Revenue Bonds, Series 139 in the aggregate principal amount of $34,000,000 (the "Series 139 Bonds", together with the Series 137 Bonds and the Series 138 Bonds, the "Bonds").

The Bonds are issued under and pursuant to (i) the Act, (ii) the Homeowner Mortgage Revenue Bonds General Resolution, adopted on September 10, 1987, as amended and restated on July 28, 2005 (the "General Resolution"), (iii) the related Homeowner Mortgage Revenue Bonds Series Resolution (the "Series Resolution"), and (iv) the related Series Certificates of the Agency (together with the General Resolution and the Series Resolution, the "Resolution"). The Bonds are dated, mature on the dates in the principal amounts, bear interest, if any, and are payable as provided in the Resolution. The Bonds are subject to redemption prior to maturity in whole or in part as set forth in the Resolution.

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain requirements that must be met subsequent to the issuance of the Bonds in order that interest on the Bonds be and remain excluded from gross income under the Code. These requirements include, but are not limited to, requirements relating to use and expenditures of gross proceeds of the Bonds, yield and other restrictions on investment of gross proceeds, and the arbitrage rebate requirement that certain excess earnings on gross proceeds be rebated to the Federal government. Noncompliance with such requirements may cause interest on the Bonds to become included in gross income for Federal income tax purposes retroactive to their issue date, irrespective of the date on which such noncompliance occurs or is discovered. The Agency has adopted documents with respect to its program (the "Program Documents") that establish procedures under which, if followed, such requirements can be met. The Agency has covenanted in the Resolution to at all times perform all acts and things permitted by law and necessary and desirable in order to assure that interest paid on the Bonds shall not be included in gross income for Federal income tax purposes under the Code. We have relied upon such covenant and have assumed compliance by the Agency with and enforcement by the Agency of the provisions of the Resolution and the Program Documents. In rendering this opinion, we also have relied on certain representations, certification of fact, and statements of the reasonable expectations made by the Agency and others in connection with the Bonds.

We are of the opinion that:

1. The Agency is duly created and validly existing under the Act.

2. The Resolution has been duly adopted by the Agency and is valid and binding upon the Agency.

3. The Bonds are valid and legally binding special obligations of the Agency secured in the manner and to the extent set forth in the Resolution and are entitled to the benefit, protection, and security of the provisions, covenants, and agreements contained therein.

4. The Bonds do not constitute a debt of the State or of any municipality, and neither the State nor any municipality shall be liable thereon, nor shall the Bonds be payable out of any funds other than those of the Agency pledged therefor.

5. Under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the Bonds is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Code, (ii) interest on the Series 137 Bonds and Series 139 Bonds is treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code, and (iii) interest on the Series 138 Bonds is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code; such interest, *however,* is included in the adjusted current earnings of certain corporations for purposes of calculating the alternative minimum tax imposed on such corporations.

6. Under existing statutes, interest on the Bonds is exempt from personal income taxes imposed by the State and any political subdivision thereof (including The City of New York), and the Bonds are also exempt from all taxation directly imposed thereon by or under the authority of the State *except* for estate or gift taxes or taxes on transfers.

We express no opinion regarding any other Federal or state tax consequences with respect to the Bonds. We render our opinion under existing statutes and court decisions as of the issue date, and assume no obligation to update our opinion after the issue date to reflect any future action, fact or circumstance, or change in law or interpretation, or otherwise. We express no opinion on the effect of any action hereafter taken or not taken in reliance upon an opinion of other counsel on the exclusion from gross income for Federal income tax purposes of interest on the Bonds, or under state and local tax law. We undertake no responsibility for the accuracy, completeness or fairness of any official statement or other offering materials relating to the Bonds and express herein no opinion relating thereto.

In rendering this opinion, we are advising you that the enforceability of the Bonds and the Resolution may be limited by bankruptcy, moratorium, insolvency, or other laws affecting creditors' rights or remedies and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

We have examined an executed Series 137 Bond, Series 138 Bond, and Series 139 Bond, and, in our opinion, the forms of said Bonds and their execution are regular and proper.

Very truly yours,

/s/ Hawkins Delafield & Wood LLP

APPROVING OPINION OF BOND COUNSEL DELIVERED UPON ISSUANCE OF THE SERIES 144 BONDS

June 7, 2007

State of New York Mortgage Agency
New York, New York

Dear Directors:

As Bond Counsel to the State of New York Mortgage Agency (the "Agency"), a corporate governmental agency constituting a political subdivision and a public benefit corporation of the State of New York (the "State") organized and existing under and pursuant to the State of New York Mortgage Agency Act, Chapter 612 of the 1970 Laws of the State, being Title 17 of Article 8 of the Public Authorities Law, as amended (the "Act"), we have examined a record of proceedings relating to the issuance by the Agency, of Homeowner Mortgage Revenue Bonds, Series 143 in the aggregate principal amount of $60,000,000 (the "Series 143 Bonds") and Homeowner Mortgage Revenue Bonds, Series 144 in the aggregate principal amount of $30,000,000 (the "Series 144 Bonds," together with the Series 143 Bonds, the "Bonds").

The Bonds are issued under and pursuant to (i) the Act, (ii) the Homeowner Mortgage Revenue Bonds General Resolution, adopted on September 10, 1987, as amended and restated on July 28, 2005 and as supplemented on December 13, 2006 (collectively, the "General Resolution"), (iii) the related Homeowner Mortgage Revenue Bonds Series Resolution (the "Series Resolution"), and (iv) the related Series Certificates of the Agency (together with the General Resolution and the Series Resolution, the "Resolution"). The Bonds are dated, mature on the dates in the principal amounts, bear interest, if any, and are payable as provided in the Resolution. The Bonds are subject to redemption prior to maturity in whole or in part as set forth in the Resolution.

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain requirements that must be met subsequent to the issuance of the Bonds in order that interest on the Bonds be and remain excluded from gross income under the Code. These requirements include, but are not limited to, requirements relating to use and expenditures of gross proceeds of the Bonds, yield and other restrictions on investment of gross proceeds, and the arbitrage rebate requirement that certain excess earnings on gross proceeds be rebated to the Federal government. Noncompliance with such requirements may cause interest on the Bonds to become included in gross income for Federal income tax purposes retroactive to their issue date, irrespective of the date on which such noncompliance occurs or is discovered. The Agency has adopted documents with respect to its program (the "Program Documents") that establish procedures under which, if followed, such requirements can be met. The Agency has covenanted in the Resolution to at all times perform all acts and things permitted by law and necessary and desirable in order to assure that interest paid on the Bonds shall not be included in gross income for Federal income tax purposes under the Code. We have relied upon such covenant and have assumed compliance by the Agency with and enforcement by the Agency of the provisions of the Resolution and the Program Documents. In rendering this opinion, we also have relied on certain representations, certification of fact, and statements of the reasonable expectations made by the Agency and others in connection with the Bonds.

We are of the opinion that:

1. The Agency is duly created and validly existing under the Act.

2. The Resolution has been duly adopted by the Agency and is valid and binding upon the Agency.

3. The Bonds are valid and legally binding special obligations of the Agency secured in the manner and to the extent set forth in the Resolution and are entitled to the benefit, protection, and security of the provisions, covenants, and agreements contained therein.

4. The Bonds do not constitute a debt of the State or of any municipality, and neither the State nor any municipality shall be liable thereon, nor shall the Bonds be payable out of any funds other than those of the Agency pledged therefor.

5. Under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the Bonds is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Code, and (ii) interest on the Bonds is treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code.

6. Under existing statutes, interest on the Bonds is exempt from personal income taxes imposed by the State and any political subdivision thereof (including The City of New York), and the Bonds are also exempt from all taxation directly imposed thereon by or under the authority of the State *except* for estate or gift taxes or taxes on transfers.

We express no opinion regarding any other Federal or state tax consequences with respect to the Bonds. We render our opinion under existing statutes and court decisions as of the issue date, and assume no obligation to update our opinion after the issue date to reflect any future action, fact or circumstance, or change in law or interpretation, or otherwise. We express no opinion on the effect of any action hereafter taken or not taken in reliance upon an opinion of other counsel on the exclusion from gross income for Federal income tax purposes of interest on the Bonds, or under state and local tax law. We undertake no responsibility for the accuracy, completeness or fairness of any official statement or other offering materials relating to the Bonds and express herein no opinion relating thereto.

In rendering this opinion, we are advising you that the enforceability of the Bonds and the Resolution may be limited by bankruptcy, moratorium, insolvency, or other laws affecting creditors' rights or remedies and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

We have examined an executed Series 143 Bond and Series 144 Bond, and, in our opinion, the forms of said Bonds and their execution are regular and proper.

Very truly yours,

/s/ Hawkins Delafield & Wood LLP

APPROVING OPINION OF BOND COUNSEL DELIVERED UPON ISSUANCE OF THE SERIES 207 BONDS

November 16, 2017

State of New York Mortgage Agency
New York, New York

Dear Directors:

As Bond Counsel to the State of New York Mortgage Agency (the "Agency"), a corporate governmental agency constituting a political subdivision and a public benefit corporation of the State of New York (the "State") organized and existing under and pursuant to the State of New York Mortgage Agency Act, Chapter 612 of the 1970 Laws of the State, being Title 17 of Article 8 of the Public Authorities Law, as amended (the "Act"), we have examined a record of proceedings relating to the issuance by the Agency, of Homeowner Mortgage Revenue Bonds, Series 205 in the aggregate principal amount of $51,590,000 (the "Series 205 Bonds"), Homeowner Mortgage Revenue Bonds, Series 206 in the aggregate principal amount of $53,050,000 (the "Series 206 Bonds"), and Homeowner Mortgage Revenue Bonds, Series 207 in the aggregate principal amount of $40,000,000 (the "Series 207 Bonds", and together with the Series 205 Bonds and the Series 206 Bonds, the "Bonds").

The Bonds are issued under and pursuant to (i) the Act, (ii) the Homeowner Mortgage Revenue Bonds General Resolution, adopted on September 10, 1987, as amended and restated on July 28, 2005 and as supplemented on December 13, 2006 and September 17, 2008 (the "General Resolution"), (iii) the Homeowner Mortgage Revenue Bonds Series Resolution, adopted on January 26, 2017 (the "Series Resolution"), and (iv) the Homeowner Mortgage Revenue Bonds Series 205 Series Certificate (the "Series 205 Series Certificate"), dated as of October 11, 2017 and delivered as of November 16, 2017, (v) the Homeowner Mortgage Revenue Bonds Series 206 Series Certificate (the "Series 206 Series Certificate"), dated as of October 11, 2017 and delivered as of November 16, 2017, and (vi) the Homeowner Mortgage Revenue Bonds Series 207 Series Certificate (the "Series 207 Series Certificate"), dated as of October 18, 2017 and delivered as of November 16, 2017 (together with the General Resolution, the Series Resolution, the Series 205 Series Certificate and the Series 206 Series Certificate, the "Resolution"). The Bonds are dated, mature on the dates in the principal amounts, bear interest, if any, and are payable as provided in the Resolution. The Bonds are subject to redemption prior to maturity in whole or in part as set forth in the Resolution.

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain requirements that must be met subsequent to the issuance of the Bonds in order that interest on the Bonds be and remain excluded from gross income under the Code. These requirements include, but are not limited to, requirements relating to use and expenditures of gross proceeds of the Bonds, yield and other restrictions on investment of gross proceeds, and the arbitrage rebate requirement that certain excess earnings on gross proceeds be rebated to the Federal government. Noncompliance with such requirements may cause interest on the Bonds to become included in gross income for Federal income tax purposes retroactive to their issue date, irrespective of the date on which such noncompliance occurs or is discovered. The Agency has adopted documents with respect to its program (the "Program Documents") that establish procedures under which, if followed, such requirements can be met. The Agency has covenanted in the Resolution to at all times perform all acts and things permitted by law and necessary and desirable in order to assure that interest paid on the Bonds shall not be included in gross income for Federal income tax purposes under the Code. We have relied upon such covenant and have assumed compliance by the Agency with and enforcement by the Agency of the provisions of the Resolution and the Program Documents. In rendering this opinion, we also have relied on certain representations, certification of fact, and statements made by the Agency and others in connection with the Bonds.

We are of the opinion that:

1. The Agency is duly created and validly existing under the Act.

2. The Resolution has been duly adopted by the Agency and is valid and binding upon the Agency.

3. The Bonds are valid and legally binding special obligations of the Agency secured in the manner and to the extent set forth in the Resolution and are entitled to the benefit, protection, and security of the provisions, covenants, and agreements contained therein.

4. The Bonds do not constitute a debt of the State or of any municipality, and neither the State nor any municipality shall be liable thereon, nor shall the Bonds be payable out of any funds other than those of the Agency pledged therefor.

5. Under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the Bonds is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Code, (ii) interest on the Series 205 Bonds and Series 207 Bonds is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code and is not included in the adjusted current earnings of corporations for purposes of calculating the alternative minimum tax, and (iii) interest on the Series 206 Bonds is treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code.

6. Under existing statutes, interest on the Bonds is exempt from personal income taxes imposed by the State and any political subdivision thereof (including The City of New York), and the Bonds are also exempt from all taxation directly imposed thereon by or under the authority of the State *except* for estate or gift taxes or taxes on transfers.

We express no opinion regarding any other Federal or state tax consequences with respect to the Bonds. We render our opinion under existing statutes and court decisions as of the issue date, and assume no obligation to update our opinion after such date to reflect any future action, fact or circumstance, or change in law or interpretation, or otherwise. We express no opinion on the effect of any action hereafter taken or not taken in reliance upon an opinion of other counsel on the exclusion from gross income for Federal income tax purposes of interest on the Bonds, or under state and local tax law. We undertake no responsibility for the accuracy, completeness or fairness of any official statement or other offering materials relating to the Bonds and express herein no opinion relating thereto.

In rendering this opinion, we are advising you that the enforceability of the Bonds and the Resolution may be limited by bankruptcy, moratorium, insolvency, or other laws affecting creditors' rights or remedies and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

We have examined an executed Series 205 Bond, Series 206 Bond, and Series 207 Bond, and, in our opinion, the forms of said Bonds and their execution are regular and proper.

Very truly yours,

/s/ Hawkins Delafield & Wood LLP

APPENDIX C

FORM OF EACH PROPOSED LIQUIDITY SUBSTITUTION OPINION OF BOND COUNSEL

FORM OF PROPOSED LIQUIDITY SUBSTITUTION OPINION OF BOND COUNSEL
WITH RESPECT TO
THE SERIES 139 BONDS

State of New York Mortgage Agency
New York, New York

Dear Directors:

We previously served as bond counsel to the State of New York Mortgage Agency (the "Agency") in connection with the issuance by the Agency of its Homeowner Mortgage Revenue Bonds, Series 139 (the "Bonds") pursuant to the Agency's Homeowner Mortgage Revenue Bonds General Resolution, adopted on September 10, 1987, as amended and supplemented to the date of issuance (the "General Resolution"), the Homeowner Mortgage Revenue Bonds Series Resolution, adopted May 4, 2006 (the "Series Resolution") and the Homeowner Mortgage Revenue Bonds Series 139 Series Certificate, dated as of October 3, 2006, delivered as of October 12, 2006 and supplemented as of June 7, 2007, as of December 1, 2011 and as of May 4, 2018 (the "Series Certificate") (together with the General Resolution and the Series Resolution, the "Resolution"), and rendered an approving opinion thereon dated October 12, 2006.

We have been requested by the Agency to provide the opinion stated herein in connection with the substitution by the Agency of the Alternate Liquidity Facility (as defined in the Series Certificate) with a standby bond purchase agreement by and between Bank of America, N.A. and the Agency (the "Liquidity Substitution").

In rendering this opinion, we have examined the documents mentioned herein and such other documents and matters of law as deemed necessary or advisable to enable us to render this opinion and we have relied on certain representations, certifications of fact, and statements made by the Agency and others in connection with the Bonds.

Based upon the foregoing we are of the opinion that the Liquidity Substitution (i) is authorized by the Resolution, (ii) complies with the terms of the Resolution, and (iii) in and of itself will not affect the exclusion of interest on the Bonds or the Agency's Homeowner Mortgage Revenue Bonds, Series 137 and Homeowner Mortgage Revenue Bonds, Series 138 from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.

We express no opinion as to any other federal, state or local tax consequences arising with respect to the Bonds or the ownership or disposition thereof. We render our opinion under existing statutes and court decisions as of the date hereof, and we assume no obligation to update, revise or supplement this opinion to reflect any action hereafter taken or not taken, any facts or circumstances that may hereafter come to our attention, any changes in law or in interpretations thereof that may hereafter occur or for any other reason and we note that such changes may take place or be proposed from time to time. We express no opinion on the effect of any action hereafter taken or not taken in reliance upon an opinion of other counsel on the exclusion from gross income for Federal income tax purposes of interest on the Bonds or on the Agency's Homeowner Mortgage Revenue Bonds, Series 137, and Homeowner Mortgage Revenue Bonds, Series 138, or under state and local tax law. We undertake no responsibility for the accuracy, completeness or fairness of any official statement or other offering materials relating to the Bonds and express herein no opinion relating thereto.

Capitalized terms used herein and not otherwise defined have the respective definitions set forth in the Resolution.

Very truly yours,

FORM OF PROPOSED LIQUIDITY SUBSTITUTION OPINION OF BOND COUNSEL
WITH RESPECT TO
THE SERIES 144 BONDS

State of New York Mortgage Agency
New York, New York

Dear Directors:

We previously served as bond counsel to the State of New York Mortgage Agency (the "Agency") in connection with the issuance by the Agency of its Homeowner Mortgage Revenue Bonds, Series 144 (the "Bonds") pursuant to the Agency's Homeowner Mortgage Revenue Bonds General Resolution, adopted on September 10, 1987, as amended and supplemented to the date of issuance (the "General Resolution"), the Homeowner Mortgage Revenue Bonds Series Resolution, adopted December 13, 2006 (the "Series Resolution") and the Homeowner Mortgage Revenue Bonds Series 144 Series Certificate, dated as of May 24, 2007, delivered as of June 7, 2007 and supplemented as of December 5, 2011 and as of May 4, 2018 (the "Series Certificate") (together with the General Resolution and the Series Resolution, the "Resolution"), and rendered an approving opinion thereon dated June 7, 2007.

We have been requested by the Agency to provide the opinion stated herein in connection with the substitution by the Agency of the Alternate Liquidity Facility (as defined in the Series Certificate) with a standby bond purchase agreement by and between Bank of America, N.A. and the Agency (the "Liquidity Substitution").

In rendering this opinion, we have examined the documents mentioned herein and such other documents and matters of law as deemed necessary or advisable to enable us to render this opinion and we have relied on certain representations, certifications of fact, and statements made by the Agency and others in connection with the Bonds.

Based upon the foregoing we are of the opinion that the Liquidity Substitution (i) is authorized by the Resolution, (ii) complies with the terms of the Resolution, and (iii) in and of itself will not affect the exclusion of interest on the Bonds or the Agency's Homeowner Mortgage Revenue Bonds, Series 143 from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.

We express no opinion as to any other federal, state or local tax consequences arising with respect to the Bonds or the ownership or disposition thereof. We render our opinion under existing statutes and court decisions as of the date hereof, and we assume no obligation to update, revise or supplement this opinion to reflect any action hereafter taken or not taken, any facts or circumstances that may hereafter come to our attention, any changes in law or in interpretations thereof that may hereafter occur or for any other reason and we note that such changes may take place or be proposed from time to time. We express no opinion on the effect of any action hereafter taken or not taken in reliance upon an opinion of other counsel on the exclusion from gross income for Federal income tax purposes of interest on the Bonds or on the Agency's Homeowner Mortgage Revenue Bonds, Series 143, or under state and local tax law. We undertake no responsibility for the accuracy, completeness or fairness of any official statement or other offering materials relating to the Bonds and express herein no opinion relating thereto.

Capitalized terms used herein and not otherwise defined have the respective definitions set forth in the Resolution.

Very truly yours,

FORM OF PROPOSED LIQUIDITY SUBSTITUTION OPINION OF BOND COUNSEL
WITH RESPECT TO
THE SERIES 207 BONDS

State of New York Mortgage Agency
New York, New York

Dear Directors:

We previously served as bond counsel to the State of New York Mortgage Agency (the "Agency") in connection with the issuance by the Agency of its Homeowner Mortgage Revenue Bonds, Series 207 (the "Bonds") pursuant to the Agency's Homeowner Mortgage Revenue Bonds General Resolution, adopted on September 10, 1987, as amended and supplemented to the date of issuance (the "General Resolution"), the Homeowner Mortgage Revenue Bonds Series Resolution, adopted January 26, 2017 (the "Series Resolution") and the Homeowner Mortgage Revenue Bonds Series 207 Series Certificate, dated as of October 18, 2017, delivered as of November 16, 2017 and supplemented as of May 4, 2018 (the "Series Certificate") (together with the General Resolution and the Series Resolution, the "Resolution"), and rendered an approving opinion thereon dated October 11, 2017.

We have been requested by the Agency to provide the opinion stated herein in connection with the substitution by the Agency of the Alternate Liquidity Facility (as defined in the Series Certificate) with a standby bond purchase agreement by and between Royal Bank of Canada, acting through its WFC, New York, Branch, and the Agency (the "Liquidity Substitution").

In rendering this opinion, we have examined the documents mentioned herein and such other documents and matters of law as deemed necessary or advisable to enable us to render this opinion and we have relied on certain representations, certifications of fact, and statements made by the Agency and others in connection with the Bonds.

Based upon the foregoing we are of the opinion that the Liquidity Substitution (i) is authorized by the Resolution, (ii) complies with the terms of the Resolution, and (iii) in and of itself will not affect the exclusion of interest on the Bonds or the Agency's Homeowner Mortgage Revenue Bonds, Series 205 and Homeowner Mortgage Revenue Bonds, Series 206 from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.

We express no opinion as to any other federal, state or local tax consequences arising with respect to the Bonds or the ownership or disposition thereof. We render our opinion under existing statutes and court decisions as of the date hereof, and we assume no obligation to update, revise or supplement this opinion to reflect any action hereafter taken or not taken, any facts or circumstances that may hereafter come to our attention, any changes in law or in interpretations thereof that may hereafter occur or for any other reason and we note that such changes may take place or be proposed from time to time. We express no opinion on the effect of any action hereafter taken or not taken in reliance upon an opinion of other counsel on the exclusion from gross income for Federal income tax purposes of interest on the Bonds or on the Agency's Homeowner Mortgage Revenue Bonds, Series 205 and Homeowner Mortgage Revenue Bonds, Series 206, or under state and local tax law. We undertake no responsibility for the accuracy, completeness or fairness of any official statement or other offering materials relating to the Bonds and express herein no opinion relating thereto.

Capitalized terms used herein and not otherwise defined have the respective definitions set forth in the Resolution.

Very truly yours,

APPENDIX D

SINKING FUND REQUIREMENTS

Date	Series 139 Bonds	Series 144 Bonds	Series 207 Bonds
April 1, 2024		$ 540,000	
October 1, 2024		620,000	
April 1, 2025		640,000	
October 1, 2025		655,000	
April 1, 2026		670,000	
October 1, 2026		685,000	
April 1, 2027		705,000	
October 1, 2027		710,000	
April 1, 2028		690,000	
October 1, 2028		710,000	
April 1, 2029		730,000	
October 1, 2029		750,000	
April 1, 2030		770,000	
October 1, 2030		795,000	
April 1, 2031		815,000	
October 1, 2031		835,000	
April 1, 2032		860,000	
October 1, 2032		885,000	
April 1, 2033		910,000	
October 1, 2033	$3,415,000	935,000	
April 1, 2034	3,670,000	960,000	
October 1, 2034	3,790,000	990,000	
April 1, 2035	3,895,000	1,020,000	
October 1, 2035	4,025,000	1,045,000	
April 1, 2036	4,140,000	1,070,000	
October 1, 2036	4,265,000	1,105,000	
April 1, 2037	1,450,000	1,135,000	
October 1, 2037	5,000†	1,105,000†	
April 1, 2038			
October 1, 2038			
April 1, 2039			
October 1, 2039			
April 1, 2040			$1,660,000
October 1, 2040			2,690,000
April 1, 2041			2,730,000
October 1, 2041			2,770,000
April 1, 2042			2,775,000
October 1, 2042			2,805,000
April 1, 2043			2,855,000
October 1, 2043			2,895,000
April 1, 2044			2,905,000
October 1, 2044			2,935,000
April 1, 2045			2,995,000
October 1, 2045			3,050,000
April 1, 2046			3,105,000
October 1, 2046			3,085,000
April 1, 2047			745,000†

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† Final Maturity

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APPENDIX E

BOOK ENTRY ONLY

The Offered Bonds are available only as fully-registered bonds in the name of Cede & Co., as nominee of DTC, as registered owner of the Offered Bonds. Purchasers of such Bonds will not receive physical delivery of bond certificates. For purposes of this Remarketing Statement, so long as all of the Offered Bonds of a Series and maturity are immobilized in the custody of DTC, references to Bondowners or Owners (*except* under "Tax Matters") mean DTC or its nominee.

The information in this section concerning DTC and the DTC book-entry system has been obtained from DTC, and neither the Agency nor the Remarketing Agents take responsibility for the accuracy or completeness thereof.

DTC acts as securities depository for the Offered Bonds. The Offered Bonds will be remarketed as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Offered Bond certificate has been delivered for the Offered Bonds of a Series and maturity in the aggregate principal amount of each such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has an S&P Global Ratings rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Offered Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Offered Bonds on DTC's records. The ownership interest of each actual purchaser of each Offered Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Offered Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Offered Bonds, except in the event that use of the book-entry system for the Offered Bonds of a Series is discontinued.

To facilitate subsequent transfers, all Offered Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by

an authorized representative of DTC. The deposit of Offered Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Offered Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Offered Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Offered Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Offered Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Offered Bonds documents. For example, Beneficial Owners of the Offered Bonds may wish to ascertain that the nominee holding the Offered Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Offered Bonds of a Series and maturity are being redeemed, DTC's practice is to determine by lot the amount of the ownership interest of each Direct Participant in such Bonds of the same Series and maturity to be redeemed.

A Beneficial Owner shall give notice to elect to have its Offered Bonds purchased or tendered, through its Participant, to the Tender Agent, and shall effect delivery of such Offered Bonds by causing the Direct Participant to transfer the Participant's interest in the Offered Bonds, on DTC's records, to the Tender Agent. The requirement for physical delivery of the Offered Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Offered Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Offered Bonds to the Tender Agent's DTC account.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Offered Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Agency as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Offered Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption, principal, interest and purchase price payments on the Offered Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detailed information from the Agency or the Trustee, on a payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Agency, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption, principal, interest, and purchase price payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee or the Agency, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

NEITHER THE AGENCY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH PARTICIPANTS, TO THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE OFFERED BONDS, OR TO ANY BENEFICIAL OWNER IN RESPECT OF THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT, THE PAYMENT BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT OF ANY

REDEMPTION, PRINCIPAL OR INTEREST PAYMENTS ON THE OFFERED BONDS, ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO BONDOWNERS UNDER THE RESOLUTION, THE SELECTION BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE OFFERED BONDS, OR OTHER ACTION TAKEN BY DTC AS REGISTERED BONDOWNER, OR ANY OTHER ACTION TAKEN BY DTC AS REGISTERED BONDOWNER.

DTC may discontinue providing its services as depository with respect to the Offered Bonds at any time by giving reasonable notice to the Agency or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Offered Bond certificates are required to be printed and delivered as described in the Series Resolution.

The Agency may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor depository). In that event, Offered Bond certificates will be printed and delivered as described in the applicable Offered Bonds Series Resolution.

The Resolution provides for issuance of bond certificates (the "Replacement Bonds") directly to registered owners of such Bonds other than DTC or its nominee, but only in the event that (a) DTC determines not to continue to act as securities depository for such Bonds; (b) the Agency has advised DTC of its determination that DTC is incapable of discharging its duties; or (c) the Agency has determined that it is in the best interest of the Agency not to continue the book-entry system of transfer or that interests of the Beneficial Owners of such Bonds might be adversely affected if the book-entry system of transfer is continued. Upon occurrence of the events described in (a) or (b) above, the Agency shall either establish its own book-entry system or attempt to locate another securities depository and, in connection with retaining the services of such replacement securities depository, may amend certain of the procedures described in this Appendix E — "Book Entry Only." If the Agency does not establish its own book entry system or fails to locate another securities depository to replace DTC, the Agency shall have authenticated and delivered Replacement Bonds in certificate form. In the event the Agency makes the determination noted in (b) or (c) above (the Agency undertakes no obligations to make any investigation to determine the occurrence of any events that would permit the Agency to make any such determination) and mails an appropriate notice to DTC, the Agency shall cause to be authenticated and delivered Replacement Bonds in certificate form. Interest on the Replacement Bonds will be payable by check mailed to each registered owner of such Replacement Bond at the address of such registered owner as it appears in the bond register maintained by or on behalf of the Agency, and principal, Redemption Price, or purchase price, as applicable, of Replacement Bonds will be payable at the principal corporate trust office of the Trustee. Replacement Bonds will be transferable only by presentation and surrender to the Agency, or an agent of the Agency to be designated in the Replacement Bonds, together with an assignment duly executed by the owner of the Replacement Bond or by such owner's representative in form satisfactory to the Agency, or any agent of the Agency, and containing information required by the Agency in order to effect such a transfer. For purposes of this Remarketing Statement, at any time after Replacement Bonds have been issued, references to Bondowners mean the registered owners of such Replacement Bonds and references to such Bonds mean such Replacement Bonds.

For every transfer and exchange of such Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in relation thereto. For every exchange or transfer of a bond certificate, the Agency or the Trustee may make a charge for the expense incurred in every such exchange or registration of transfer, including a charge sufficient to reimburse either the Agency or the Trustee for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer. The Agency and the Trustee are not required to register any change of ownership during the 15-day period immediately preceding any interest payment date or date of first mailing of notice of redemption or after any Bond shall have been selected for redemption.