

MASTER LOAN FUNDING CERTIFICATION

LENDER/SELLER: _____

The Seller, in accordance with the terms and conditions set forth in a Mortgage Purchase Agreement (the "Agreement") between the Seller and SONYMA, proposes to sell to SONYMA Mortgage Loans (the "Mortgage Loans") which are evidenced by a promissory note and are secured, as applicable, by a Mortgage, Deed of Trust, Shares of Cooperative Corporation Stock, and Proprietary Lease, or certain other documents (collectively, the "Collateral").

Please designate which of the following statements applies to Mortgage Loans sold to SONYMA, by placing a (check) next to the relevant sentence:

1. Seller will use its own funds to fund Mortgage Loans prior to purchase by SONYMA. Seller has not entered into any warehousing or unsecured credit arrangements in connection with the Mortgage Loans.

[If this item (1) is checked, proceed to the end of this Certification and execute it in the name of Seller.]

2. Seller will obtain monies to fund the Mortgage Loans prior to purchase by SONYMA through an unsecured credit agreement. Seller has not provided a security interest of any kind in the Mortgage Loans. The Mortgage Loans are not subject to any pledge.

[If this item (2) is checked, proceed to the end of this Certification and execute it in the name of Seller.]

3. Seller will obtain monies to fund the Mortgage Loans prior to purchase thereof by SONYMA under the Agreement, from _____ (the "Warehousing Bank") and will transfer a security interest in the Collateral to the Bank.

Seller and Warehousing Bank hereby jointly represent that Warehousing Bank's security interest in the Collateral and that all right, title and interest Bank may have in the Mortgage Loans are and shall be released effective as of the date SONYMA makes payment in full, for each individual mortgage loan, to Warehousing Bank, upon the order of Seller in an amount equal to the "Purchase Price". The Purchase Price for each loan shall be deemed paid in full when Warehousing Bank receives a federal wire transfer in the amount of the Purchase Price sent to the Warehousing Bank on the purchase date (the "Purchase Date") with the following instructions:

With respect to each Mortgage Loan, SONYMA shall only wire payments to the Warehousing Bank, as specified above. No change in the above wire transfer instructions shall be honored by SONYMA unless provided in writing to SONYMA and signed by Seller and Warehousing Bank. SONYMA shall not be liable to Warehousing Bank or Seller for payments lost or delayed due to incorrect wiring instructions provided by Warehousing Bank.

As of the Purchase Date of each Mortgage Loan:

(i) Warehousing Bank represents and warrants to SONYMA that Warehousing Bank has not assigned, hypothecated, transferred, pledged, or otherwise conveyed the Collateral to any other party, or recorded its security interest in the Collateral; and

(ii) Warehousing Bank represents and warrants that upon receipt of the Purchase Price for each mortgage loan (a) it will have fully relinquished all right, title, and interest it may have in and to such Mortgage Loan; and (b) as applicable, all notes, mortgages, shares of cooperative corporation stock, and proprietary lease, and other original documents, instruments and materials have been released to SONYMA; and (c) any unrecorded assignments in its possession relating to such Mortgage Loan are at such time null and void.

Seller hereby agrees that no document evidencing or property securing a Mortgage Loan sold by Seller to SONYMA under the Agreement shall be subjected to a security interest in favor of an institution other than Warehousing Bank and SONYMA.

Seller

Warehousing Bank (If Applicable)

Name

Name

Title

Title

Date

Date