BOOK-ENTRY-ONLY – NEW ISSUE

RATINGS: Moody’s: [_____] S&P: [_____] (See “Ratings” herein.)

This Official Statement has been prepared by the New York City Housing Development Corporation (the “Corporation”) to provide information about the Series A Bonds. Selected information is presented on this cover page for the convenience of the user. To make an informed decision regarding the Series A Bonds, a prospective investor should read this Official Statement in its entirety. Unless indicated, capitalized terms used on this cover page have the meanings given in this Official Statement.

$[_____]*

New York City Housing Development Corporation
Multi-Family Housing Pass-Through Revenue Bonds,
2014 Series A (Federally Taxable)

Dated: Date of Delivery

Taxable

In the opinion of Bond Counsel to the Corporation, interest on the Series A Bonds is included in gross income for Federal income tax purposes pursuant to the Internal Revenue Code of 1986, as amended. In the opinion of Bond Counsel to the Corporation, under existing statutes, interest on the Series A Bonds is exempt from personal income taxes imposed by the State of New York or any political subdivision thereof (including The City of New York). See “TAX MATTERS” herein.

Redemption

The Series A Bonds are subject to redemption prior to maturity, including mandatory and special optional redemption at par under certain circumstances. For a more complete description of the redemption provisions, see “THE SERIES A BONDS – Redemption.”

Security

The Series A Bonds are payable solely from and secured solely by a pledge of the Trust Estate (as more fully described herein). The 2014 Series A Bonds are special revenue obligations of the Corporation, a corporate governmental agency, constituting a public benefit corporation, organized and existing under the laws of the State of New York. The 2014 Series A Bonds are not a debt of either the State of New York or The City of New York, and neither the State of New York nor The City of New York shall be liable thereon, nor shall the 2014 Series A Bonds be payable out of any funds other than those of the Corporation pledged therefor. The Corporation has no taxing power.

Interest Payment Dates

The fifteenth day of each month (or if any such day is not a Business Day, the next succeeding Business Day), commencing July 2014, and at maturity or earlier redemption.

Denominations

$1.00 or any integral multiple thereof.

Closing/Settlement

[____], 2014 through the facilities of DTC in New York, New York, or its custodial agent.

Bond Counsel

Hawkins Delafield & Wood LLP, New York, New York.

Underwriter’s Counsel

Orrick, Herrington & Sutcliffe LLP, New York, New York.

Trustee


Book-Entry-Only System

The Depository Trust Company. See “THE SERIES A BONDS – Book-Entry-Only System.”

$[_____]* of [_____]% Series A Bonds due [____, ____] - Price: % CUSIP Number**:

The Series A Bonds are offered when, as and if issued and received by the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice, and to the unqualified approval of legality by Hawkins Delafield & Wood LLP, New York, New York, Bond Counsel to the Corporation. Certain legal matters related to the Series A Bonds will be passed upon for the Corporation by its General Counsel and for the Underwriter by its Counsel, Orrick, Herrington & Sutcliffe LLP, New York, New York. It is expected that the Series A Bonds will be available for delivery in New York, New York on or about June 2014.

Barclays

The date of this Official Statement is [____], 2014

---

* Preliminary, subject to change.
** CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard & Poor’s Financial Services LLC on behalf of The American Bankers Association. The CUSIP numbers are included solely for the convenience of Bondholders and the Corporation is not responsible for the selection or the correctness of the CUSIP numbers printed herein. CUSIP numbers assigned to securities may be changed during the term of such securities based on a number of factors, including, but not limited to, the refunding or defeasance of such securities or the use of secondary market financial products.

OHSUSA:757881450.7
This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series A Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. No dealer, broker, salesperson or other person has been authorized by the Corporation or by the Underwriter to give any information or to make any representations, other than as contained in this Official Statement. If given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing.

The information set forth herein has been furnished by the Corporation and by other sources which are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the Corporation or by any of such sources as to information from any other source. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Corporation or changes involving the Series A Loans or the other matters described since the date hereof.

[This Official Statement contains forecasts, projections and estimates that are based on expectations and assumptions which existed at the time such forecasts, projections and estimates were prepared. The inclusion in this Official Statement of such forecasts, projections and estimates should not be regarded as a representation of the Corporation or the Underwriter that such forecasts, projections and estimates will occur. Such forecasts, projections and estimates are not intended as representations of fact or guarantees of results. The forecasts, projections and estimates have not been examined or compiled by the Corporation's auditors, nor have its auditors expressed an opinion or any other form of assurance on the information or its achievability.]

[If and when included in this Official Statement, the words “expects,” “forecasts,” “projects,” “intends,” “anticipates,” “estimates” and analogous expressions are intended to identify forward-looking statements and any such statements inherently are subject to a variety of risks and uncertainties that could cause actual results to differ materially from those projected. Such risks and uncertainties include, among others, general economic and business conditions, changes in political, social and economic conditions, regulatory initiatives and compliance with governmental regulations, litigation and various other events, conditions and circumstances, many of which are beyond the control of the Corporation. These forward-looking statements speak only as of the date of this Official Statement. The Corporation disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in the Corporation's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.]

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

THE SERIES A BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES A BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE SERIES A BONDS TO CERTAIN DEALERS AND CERTAIN DEALER BANKS AND BANKS ACTING AS AGENTS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.
# TABLE OF CONTENTS

INTRODUCTORY STATEMENT ................................................. 1
NEW YORK CITY HOUSING DEVELOPMENT CORPORATION ............ 2
THE SERIES A BONDS .......................................................... 4
  General Description ...................................................... 4
  Redemption ............................................................... 5
  No Additional Bonds .................................................... 5
  Book-Entry-Only System ................................................ 5
SECURITY FOR THE SERIES A BONDS AND SOURCES OF PAYMENT ....................................................... 8
  General ................................................................. 8
  Loans and Revenues .................................................... 9
  Characteristics of the Series A Loans ................................ 10
  Weighted Average Life of Series A Bonds .......................... 12
  Information Available to Bondholders ............................... 15

Debt Service Reserve Fund .................................................. 16
PLAN OF FINANCE .............................................................. 18
SOURCES AND USES OF FUNDS .......................................... 18
RATINGS ................................................................. 18
LEGALITY OF BONDS FOR INVESTMENT AND DEPOSIT ............ 19
LITIGATION ................................................................. 19
TAX MATTERS [to be reviewed by Hawkins] ............................ 20
CERTAIN LEGAL MATTERS .................................................. 21
UNDERWRITING .............................................................. 21
CONTINUING DISCLOSURE AND OTHER AVAILABLE INFORMATION ......................................................... 22
MISCELLANEOUS .............................................................. 23

APPENDIX I Certain Information Regarding the Series A Loans ......................................................... I-1
APPENDIX II Form of Resolution ........................................ II-1
APPENDIX III Proposed Form of Legal Opinion of Bond Counsel .................................................. III-1
APPENDIX IV Description of Supplémental Security, Subsidy Program and New York Foreclosure Proceedings ......................................................... IV-1
APPENDIX V Proposed Form of Continuing Disclosure Agreement .................................................. V-1
NEW YORK CITY HOUSING DEVELOPMENT CORPORATION

Multi-Family Housing Pass-Through Revenue Bonds, 2014 Series A (Federally Taxable)

This Official Statement provides certain information concerning the New York City Housing Development Corporation (the "Corporation") in connection with the sale of the Corporation's $[________] aggregate principal amount of Multi-Family Housing Pass-Through Revenue Bonds, 2014 Series A (Federally Taxable) (the "Series A Bonds"). The Series A Bonds are to be issued in accordance with the New York City Housing Development Corporation Act, Article XII of the Private Housing Finance Law, constituting Chapter 44-b of the Consolidated Laws of the State of New York, as amended (the "Act") and pursuant to a resolution entitled "Multi-Family Housing Pass-Through Revenue Bond Resolution Authorizing the Multi-Family Housing Pass-Through Revenue Bonds, 2014 Series A" (the "Resolution") adopted by the Members of the Corporation on [______], 2014. The Resolution constitutes a contract between the Corporation and the holders of the bonds issued thereunder. Certain terms used in this Official Statement and the Resolution have the meanings set forth in "APPENDIX II - Form of Resolution" attached hereto.

INTRODUCTORY STATEMENT

The Corporation is a corporate governmental agency, constituting a public benefit corporation, organized and existing under the laws of the State of New York (the "State"). The Corporation was created by the Act for the purpose of providing and encouraging the investment of private capital in safe and sanitary dwelling accommodations in The City of New York (the "City") within the financial reach of families and persons of low income, which include families and persons whose need for housing accommodations cannot be provided by the ordinary operations of private enterprise, through the provision of low interest mortgage loans.

The Series A Bonds are being issued by the Corporation to provide moneys to finance the acquisition of certain loans (the "Series A Loans" or the "Mortgage Loans"), see “APPENDIX I—Certain Information Regarding the Series A Loans”, and to pay certain costs related thereto.

Costs of issuance of the Series A Bonds and the Debt Service Reserve Fund deposit will be funded by the Corporation with other available funds. See “SOURCES AND USES OF FUNDS.”

The Series A Loans allocated to the Series A Bonds are insured by the New York City Residential Mortgage Insurance Corporation, a subsidiary corporation of the Corporation ("REMIC"), as more fully described herein. The REMIC Insurance for each Series A Loan provides for payment of a specified percentage of the unpaid principal balance of such Series A Loan as of the date of default and interest on such Series A Loan from the date of default to the date of the initial claim payment. In addition, the developments related to the Mortgage Loans (the "Developments") received subordinate low interest rate loans from the Corporation pursuant to the Corporation's New Housing Opportunities Program ("New HOP"), as more fully described herein. See "SECURITY FOR THE SERIES A BONDS AND SOURCES OF PAYMENT" and "APPENDIX IV—Description of Supplemental Security, Subsidy Program and New York Foreclosure Proceedings."

The Series A Loans are evidenced by mortgage notes (the "Mortgage Notes") secured by mortgages on multi-family residential developments located in the City. See “APPENDIX I - Certain Information Regarding the Series A Loans.”

The Series A Bonds are special revenue obligations of the Corporation secured solely by a pledge of the Trust Estate (as more fully described in "SECURITY FOR THE SERIES A BONDS AND SOURCES OF

* Preliminary, subject to change.
PAYMENT – General”), which includes the Series A Loans, Loan Repayments and Prepayments and certain Funds and Accounts established under the Resolution (including the Debt Service Reserve Fund). See “SECURITY FOR THE SERIES A BONDS AND SOURCES OF PAYMENT.”

Excess revenues constituting interest on the Series A Loans remaining after the payment of debt service on the Series A Bonds on each Interest Payment Date will be deposited in the Excess Revenue Fund and will be available to pay debt service on the Series A Bonds if Revenues on future Interest Payment Dates are insufficient. Amounts on deposit in the Excess Revenue Fund in excess of one month’s scheduled interest and principal payments due on all Series A Loans may be withdrawn by the Corporation free and clear of the lien of the Resolution on each April 15 and October 15, after the payment of debt service on the Series A Bonds on such dates. In addition, the Corporation has covenanted in the Resolution to take all steps necessary to release excess revenues, if any, from the Corporation’s Open Resolution (defined herein) in order to pay debt service on the Series A Bonds if Revenues and amounts on deposit in the Excess Revenue Fund are insufficient. See “SECURITY FOR THE SERIES A BONDS AND SOURCES OF PAYMENT.” Notwithstanding the foregoing, the inability of the Corporation to satisfy the conditions to release such amounts from the Open Resolution will not be an Event of Default under the Resolution.

The Series A Bonds are subject to mandatory redemption in whole or in part on each Interest Payment Date, beginning on August 15, 2014, at a Redemption Price equal to 100% of the principal amount of the Series A Bonds to be redeemed, without premium, in an amount equal to the principal portion of Loan Repayments and Prepayments received by or on behalf of the Corporation during the month preceding such Interest Payment Date (or, in the case of the first Interest Payment Date, on and after the Closing Date through the last day of the month preceding the first Interest Payment Date). See “THE SERIES A BONDS – Redemption.”

The Series A Bonds are also subject to special optional redemption in whole on any Interest Payment Date on and after the date on which the Outstanding principal amount of the Series A Bonds is less than 10% of the original principal amount thereof, at a Redemption Price equal to 100% of the principal amount thereof, without premium. See “THE SERIES A BONDS – Redemption.”

The 2014 Series A Bonds are special revenue obligations of the Corporation, a corporate governmental agency, constituting a public benefit corporation, organized and existing under the laws of the State of New York. The 2014 Series A Bonds are not a debt of either the State or the City, and neither the State nor the City shall be liable thereon, nor shall the 2014 Series A Bonds be payable out of any funds other than those of the Corporation pledged therefor. The Corporation has no taxing power.

There follows in this Official Statement a description of the Corporation, certain information regarding the Series A Loans, together with other information, including summaries of certain terms of the Series A Bonds, the Resolution and certain provisions of the Act. All references herein to the Act and the Resolution are qualified in their entirety by reference to such laws and the regulations promulgated thereunder and such instruments or documents, and all references to the Series A Bonds are qualified in their entirety by reference to the definitive forms thereof and the information with respect thereto contained in the Resolution.

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION

Purpose and Powers

The Corporation, which commenced operations in 1972, is a corporate governmental agency constituting a public benefit corporation organized and existing under the laws of the State, created for the purposes of providing, and encouraging the investment of private capital in, safe and sanitary dwelling accommodations in the City for families and persons of low income, which include families and persons whose need for housing accommodations cannot be provided by the ordinary operations of private enterprise, or in areas designated as blighted through the provision of low interest mortgage loans. Powers granted the Corporation under the Act include the power to issue bonds, notes and other obligations to obtain funds to carry out its corporate purposes, and to refund the same; to acquire, hold and dispose of real and personal property; to make mortgage loans to specified private entities; to purchase loans from lending institutions; to make loans insured or co-insured by the Federal government for new construction and rehabilitation of multiple dwellings; to make and to contract for the making of loans for the
purpose of financing the acquisition, construction or rehabilitation of multi-family housing accommodations; to acquire and to contract to acquire any Federally-guaranteed security evidencing indebtedness on a mortgage securing a loan; to acquire mortgages from the City, obtain Federal insurance thereon and either sell such insured mortgages or issue its obligations secured by said insured mortgages and to pay the net proceeds of such sale of mortgages or issuance of obligations to the City; and to do any and all things necessary or convenient to carry out its purposes. The Act further provides that the Corporation and its corporate existence shall continue at least so long as its bonds, including the Series A Bonds, notes, or other obligations are outstanding.

The sale of the Series A Bonds and the terms of such sale are subject to the approval of the Comptroller of the City. The Corporation is a "covered organization" as such term is defined in the New York State Financial Emergency Act for the City of New York, as amended, and the issuance of the Series A Bonds is subject to the review of the New York State Financial Control Board for the City of New York.

Membership

The Corporation, pursuant to the Act, consists of the Commissioner of the City of New York Department of Housing Preservation and Development ("HPD") (who is designated as Chairperson of the Corporation pursuant to the Act), the Commissioner of Finance of the City and the Director of Management and Budget of the City (such officials to serve ex-officio), and four (4) public members, two (2) appointed by the Mayor of the City (the "Mayor") and two (2) appointed by the Governor of the State. The Act provides that the powers of the Corporation shall be vested in and exercised by not less than four (4) members. The Corporation may delegate to one or more of its members, officers, agents or employees such powers and duties as it deems proper.

Loan Servicing

All of the Mortgage Loans are serviced by and will continue to be serviced by the Corporation. Servicing by the Corporation includes the collection of mortgage payments from the Mortgagors of the applicable Developments. The following is a description of the Corporation's current practices and procedures relating to the servicing of the Mortgage Loans. The Corporation may change its practices and procedures without notice to or the consent of the Bondholders or the Trustee.

Any escrow account for the payment of taxes, hazard insurance or mortgage insurance, if any, is maintained by the Corporation for each Development and is funded from the monthly revenues of each such Development. Each Mortgagor is also required to maintain a reserve fund for replacements with the Corporation. These reserve funds for replacements are funded from the monthly revenues of their respective Development. In general, the applicable escrows and reserves for the Developments serviced by the Corporation were funded at the required levels. The Corporation requires financial statements for each Development serviced by the Corporation to be furnished to the Corporation annually.

The Corporation conducts an annual site review of each Development to monitor its physical condition. During this review, the Corporation undertakes various procedures to monitor the exterior and interior physical condition of the Developments. The Corporation is considering monitoring those Developments with a "superior" rating less frequently than annually.

The Corporation's inspection ratings for the Developments, which incorporate inspection ratings established by the U.S. Department of Housing and Urban Development for FHA-insured mortgage loans, include five rating levels: superior (HUD score: 90-100), above average (HUD score: 80-89), satisfactory (HUD score: 60-79), below average (HUD score: 46-59) and unsatisfactory (HUD score: 0-45). The physical condition of the Developments is set forth under "__________".

The Corporation's inspection reviews include recommendations for curing deficiencies. The Corporation monitors those Developments which receive below average and unsatisfactory ratings in order to determine whether (i) required reports have been made and/or (ii) curative work has been undertaken and completed within a prescribed time frame. In order to cure deficiencies and thus improve the ratings of such Developments, the Corporation may advise the Mortgagor to request a drawdown on its respective reserve fund for replacements. If the reserves are not
sufficient to cover the work required to improve a Development's rating or if the Corporation has determined that the low rating is due to Mortgagor neglect, the Corporation will meet with the Mortgagor to discuss corrective actions in all review reporting areas which include management practices, financial operations and vouchering procedures, as well as physical condition. In addition, the Corporation conducts an annual review of the inspected Developments to monitor their financial condition.

[The Corporation requires property, liability, boiler and machinery, and fidelity insurance for the Mortgage Loans that it services. Property insurance must cover at least the outstanding Mortgage Loan amount and lost rental value of at least one year's rental income at the Development. As of January 31, 2014, all of the Developments were in compliance with the Corporation's insurance requirements.]

Potential Legislative and Regulatory Actions

From time to time, legislation is introduced on the Federal and State levels which, if enacted into law, could affect the Corporation, its operations or its bonds. The Corporation is not able to represent whether such bills will be introduced in the future or become law. In addition, the State undertakes periodic studies of public authorities in the State (including the Corporation) and their financing programs. Any of such periodic studies could result in proposed legislation which, if adopted, could affect the Corporation, its operations and its bonds.

THE SERIES A BONDS

General Description

The Series A Bonds mature on the date and bear interest at the rate set forth on the cover page of this Official Statement. Interest on the Series A Bonds accrues from date of delivery of the Series A Bonds and is payable on the fifteenth day of each month (or if any such day is not a Business Day, on the next succeeding Business Day), commencing July 2014, and at maturity or earlier redemption.

The Series A Bonds are issuable only as fully registered bonds in denominations of $1.00 or any integral multiple thereof. When issued, the Series A Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Series A Bonds. Individual purchases of the Series A Bonds will be made in book-entry-only form, and purchasers of Series A Bonds will not receive certificates representing their interest in such Series A Bonds. So long as Cede & Co. is the sole registered owner of the Series A Bonds, references herein to the registered owners of the Series A Bonds shall mean Cede & Co., as nominee of DTC, and shall not mean the beneficial owners of the Series A Bonds. See “THE SERIES A BONDS – Book-Entry-Only System.”

So long as the Series A Bonds are registered in book-entry-only form, principal or Redemption Price, and interest on the Series A Bonds will be payable to Cede & Co., as aforesaid. If the Series A Bonds are issued in certificated form, interest on the Series A Bonds will thereafter be paid by check or draft mailed to the registered owner thereof at such owner’s address as shown on the applicable record date on the registration books of the Corporation kept for that purpose at the principal corporate trust office of The Bank of New York Mellon, as Trustee, or, following appropriate notice to the Trustee, by wire transfer on the Interest Payment Date to any registered owner the Series A Bonds in an aggregate principal amount of $1 million or more.

Interest on the Series A Bonds will become due and payable on the Interest Payment Dates in each year to and including the maturity date, and on each Redemption Date. Interest on the Series A Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on each Series A Bond will be made on each Interest Payment Date for unpaid interest accrued since the last Interest Payment Date (or, in the case of the Initial Interest Payment Date, the Closing Date) to the Holder of record on the applicable record date, which is the first (1st) day (whether or not a Business Day) of the month in which interest is to be so paid thereafter.
Redemption

Mandatory Redemption. The Series A Bonds are subject to mandatory redemption in whole or in part, on each Interest Payment Date, beginning on August 15, 2014, at a Redemption Price equal to 100% of the principal amount of the Series A Bonds to be redeemed, without premium, in an amount equal to the principal portion of Loan Repayments and Prepayments received by or on behalf of the Corporation during the month preceding such Interest Payment Date (or, in the case of the first Interest Payment Date, on and after the Closing Date through the last day of the month preceding the first Interest Payment Date), as such amount is transferred from the Principal Account of the Loan Payment Fund to the Debt Service Fund pursuant to the Resolution.

Special Optional Redemption. The Series A Bonds are subject to special optional redemption in whole on any Interest Payment Date on and after the date on which the Outstanding principal amount of the Series A Bonds is less than 10% of the original principal amount thereof, at a Redemption Price equal to 100% of the principal amount thereof, without premium.

Selection of Series A Bonds to be Redeemed. If the Series A Bonds are to be redeemed in part pursuant to the Resolution, each of the Series A Bonds then Outstanding shall be redeemed in part, pro rata, in proportion to the Outstanding principal amount of each such Series A Bond to the aggregate Outstanding principal amount of all Outstanding Series A Bonds. To affect this pro rata redemption while the Series A Bonds are held in the book-entry-only system, such mandatory redemption is to be made as a “Pro-Rata Pass-Through Distribution of Principal” by the Securities Depository. If effected by DTC, this redemption procedure will cause a pro rata redemption of Series A Bonds among DTC Participants upon a redemption, but may not ensure a pro rata redemption of Series A Bonds among all Beneficial Owners thereof. See “THE SERIES A BONDS – Book-Entry-Only System” for a general description of the DTC book-entry system.

Notice of Redemption. Notice of special optional redemption of the Series A Bonds will be given by the Trustee by Electronic Means or first class mail, postage prepaid, not more than 60 and not less than 20 days prior to the Redemption Date to the registered owner of any Series A Bonds or portions thereof to be redeemed. Such notice will be conclusively presumed to have been duly given and received when given in such manner, whether or not any holder actually receives the notice. Receipt of such notice shall not be a condition precedent to redemption of the Series A Bonds, and failure to mail any such notice to any registered owner or failure so to receive any such notice or defect in on such notice shall not affect the validity or the proceedings for the redemption of any Series A Bonds. If notice of redemption shall have been given as aforesaid, and if on the Redemption Date moneys for the redemption of all Series A Bonds, together with interest to the Redemption Date, shall be available for such payments, then from and after the Redemption Date interest on such Series A Bonds issued under the Resolution or portions thereof shall cease to accrue and become payable.

No notice of mandatory redemption will be given to any Bondholder or Beneficial Owner of the date or amount of the mandatory redemption of any Series A Bonds.

No Additional Bonds

No additional bonds may be issued under the Resolution.

Book-Entry-Only System

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Series A Bonds. The Series A Bonds will be issued 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 Series A Bond certificate will be issued for each maturity of Series A Bonds in the aggregate principal amount of such maturity, and will be deposited with DTC, or its custodial agent.

DTC 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. 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 includes 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”). 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 the Series A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series A Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series A 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 Series A 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 Series A Bonds, except in the event that use of the book-entry system for the Series A Bonds is discontinued.

To facilitate subsequent transfers, all Series A 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 Series A 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 Series A Bonds. DTC’s records reflect only the identity of the Direct Participants to whose accounts such Series A 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.

As described in this Official Statement in “THE SERIES A BONDS – Redemption - Notice of Redemption,” it is the intention that the allocations for mandatory redemption of the Series A Bonds be made by DTC on a pro rata basis in accordance with DTC’s “Pro-Rata Pass-Through Distribution of Principal” rules and procedures. If DTC’s operational allocations do not allow for payment of the Series A Bonds on a pro-rata pass-through payment distribution of principal basis, then the Series A Bonds selected for payment will be made in accordance with DTC’s procedures then in effect.

Redemption notices shall be sent to DTC. If less than all of the Series A Bonds being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series A 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 Corporation 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 Series A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).
Principal and interest payments on the Series A 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 detail information from the Corporation or the Trustee on the 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 Corporation, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Corporation or the Trustee, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

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

The Corporation may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series A Bond certificates will be printed and delivered.

The information herein concerning DTC and DTC's book-entry system has been obtained from sources that the Corporation and the Underwriter believe to be reliable, but neither the Corporation nor the Underwriter take any responsibility for the accuracy thereof.

Each person for whom a Participant acquires an interest in the Series A Bonds, as nominee, may desire to make arrangements with such Participant to receive a credit balance in the records of such Participant, and may desire to make arrangements with such Participant to have all notices of redemption or other communications to DTC, which may affect such persons, be forwarded in writing by such Participant and to have notification made of all interest payments. NEITHER THE CORPORATION, THE UNDERWRITER NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE SERIES A BONDS.

So long as Cede & Co. is the registered owner of the Series A Bonds, as nominee for DTC, references herein to Bondholders or registered owners of the Series A Bonds (other than under the heading "TAX MATTERS" herein) shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of the Series A Bonds.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the Trustee to DTC only.

For every transfer and exchange of Series A 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.

The Corporation, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Series A Bonds if the Corporation determines that (i) DTC is unable to discharge its responsibilities with respect to the Series A Bonds, or (ii) a continuation of the requirement that all of the Outstanding Bonds be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, is not in the best interests of the Beneficial Owners. In the event that no substitute securities depository is found by the Corporation or restricted registration is no longer in effect, the applicable Series A Bond certificates will be delivered as described in the Resolution.

NONE OF THE CORPORATION, THE UNDERWRITER NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS, OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (I) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (II) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE SERIES A BONDS UNDER THE
RESOLUTION; (III) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE SERIES A BONDS; (IV) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR INTEREST DUE WITH RESPECT TO THE SERIES A BONDS; (V) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE SERIES A BONDS; OR (VI) ANY OTHER MATTER.

SECURITY FOR THE SERIES A BONDS AND SOURCES OF PAYMENT

General

The Series A Bonds are special revenue obligations of the Corporation secured solely by a pledge of:

1. all of the Corporation’s right, title and interest in and to the Series A Loans and the Loan Documents, reserving, however, the Reserved Rights;

2. all rights to receive payments on the Mortgage Notes and under the other Loan Documents, including all proceeds of insurance or condemnation awards;

3. all of the Corporation’s right, title and interest in and to the Revenues, the Net Bond Proceeds and the accrued interest, if any, derived from the sale of the Series A Bonds, and all Funds and Accounts under the Resolution (including, without limitation, moneys, documents, securities, investments, Investment Income, instruments and general intangibles on deposit or otherwise held by the Trustee), but excluding all moneys in the Administrative Expense Fund;

4. all proceeds of mortgage insurance, guaranty benefits and other security related to the Series A Loans;

5. all funds, moneys and securities and any and all other rights and interests in property, whether tangible or intangible, from time to time conveyed, mortgaged, pledged, assigned or transferred by delivery or by writing of any kind to the Trustee as additional security under the Resolution for the benefit of the Bondholders; and

6. all of the proceeds of the foregoing, including, without limitation, Investments and Investment Income (except as excluded above).

The foregoing items 1 through 6 are referred to herein as the “Trust Estate.”

The Series A Loans will be insured under REMIC Insurance Policies which provides for payment of a specified percentage of the unpaid principal balance of the applicable Series A Loan as of the date of default and interest on such Series A Loan from the date of default to the date of the initial claim payment. See “APPENDIX IV - REMIC.”

The Series A Bonds are being issued pursuant to the Resolution and will be secured by and payable from the Trust Estate. As part of the Trust Estate, the Series A Bonds are secured by the Debt Service Reserve Fund established under the Resolution. The Debt Service Reserve Fund Requirement for the Series A Bonds will be satisfied as described in “SOURCES AND USES OF FUNDS.” Under the Resolution, the Corporation will be permitted in the future to release certain cash on deposit in the Debt Service Reserve Fund without consent of the holders of the Series A Bonds upon the delivery of a Cash Equivalent, subject to the requirements of the Resolution as described in “SECURITY FOR THE SERIES A BONDS AND SOURCES OF PAYMENT — Debt Service Reserve Fund.”

The Series A Bonds are special revenue obligations of the Corporation, a corporate governmental agency, constituting a public benefit corporation, organized and existing under the laws of the State of New York. The Series A Bonds are not a debt of either the State or the City, and neither the State nor the City shall be liable
thereon, nor shall the Series A Bonds be payable out of any funds other than those of the Corporation pledged therefor. The Corporation has no taxing power.

Loans and Revenues

The Series A Loans are nonrecourse loans. The payments required to be made under the Mortgage Notes with respect to the Series A Loans, if timely made, are expected to be sufficient in amount to pay, when due, the principal of and interest on the Outstanding Series A Bonds [and other operating expenses with respect to the Series A Bonds].

The Series A Loans will consist of ten mortgage loans, which had an aggregate principal balance of approximately $[______] as of [____, 2014] and a scheduled aggregate principal balance of $[_______] as of [May 31, 2014] (the “Cut-off Date”). For further information about and characteristics of the Series A Loans as of the Cut-off Date (except as noted), see “SECURITY FOR THE SERIES A BONDS AND SOURCES OF PAYMENT – Characteristics of the Series A Loans” and Appendix I to this Official Statement. The Corporation will agree to provide certain information about the Series A Loans to holders of the Series A Bonds, as described in “SECURITY FOR THE SERIES A BONDS AND SOURCES OF PAYMENT – Information Available to Bondholders.”

Each Series A Loan will be insured under a REMIC Insurance Policy which provides for payment of a specified percentage of the outstanding principal balance of the applicable Series A Loan as of the date of default and interest on such Series A Loan from the date of default to the date of the initial claim payment. See “APPENDIX IV—Description of Supplemental Security, Subsidy Program and New York Foreclosure Proceedings—REMIC” for a brief description of REMIC and REMIC Insurance and see “SECURITY FOR THE SERIES A BONDS AND SOURCES OF PAYMENT—Characteristics of the Series A Loans” for a description of the specified percentage for each of the Series A Loans. Each REMIC Insurance Policy provides that when a Mortgagor fails to pay a total aggregate amount equal to four regular monthly payments of principal and interest, and any escrow payments due under the terms of an insured Mortgage Loan, disregarding any waivers or extensions by the Corporation, and assuming such notices have been timely submitted and other preconditions have been met, the Corporation may make a claim for REMIC Insurance benefits. The Corporation has covenanted to make a claim under the REMIC Insurance Policies for any of the Series A Loans for which the conditions for such claims have been met at such time as amounts are withdrawn from the Debt Service Reserve Fund. Prior to such time, the Corporation is not required to file a claim and may, in its sole discretion, determine whether or not and when to file a claim under a REMIC Insurance Policy.

Under the Resolution, Revenues are defined as the Loan Repayments and Prepayments derived from the Series A Loans and investment earnings on the Funds and Accounts established by the Resolution. Pursuant to the Resolution, the Trustee shall deposit (i) the interest portion of Loan Repayments and Prepayments into the Interest Account of the Loan Payment Fund and (ii) the principal portion of Loan Repayments and Prepayments into the Principal Account of the Loan Payment Fund, in each case promptly upon receipt of such payments. The Resolution provides that, on the third Business Day of each month, the Trustee shall transfer to the Debt Service Fund (i) amounts on deposit in the Interest Account of the Loan Payment Fund to be used to the payment of interest on the Series A Bonds on the upcoming Interest Payment Date and (ii) amounts on deposit in the Principal Account of the Loan Payment Fund representing the principal portion of Loan Repayments and Prepayments received by the Corporation during the prior month to be applied to the payment of principal of the Series A Bonds on the upcoming Interest Payment Date upon the mandatory redemption thereof as described in “THE SERIES A BONDS—Redemption.”

If the amount on deposit in the Interest Account of the Loan Payment Fund on the third Business Day of the month is less than the amount of interest payable on the Series A Bonds on the upcoming Interest Payment Date, the Trustee shall make up such deficiency from the following sources in the following order of priority: first, from amounts on deposit in the Excess Revenue Fund; second, from amounts provided by the Corporation from amounts able to be released from the “Multi-Family Housing Revenue Bonds Bond Resolution” adopted by the Members of the Corporation on July 27, 1993, as amended from time to time (the “Open Resolution”); and third, from amounts on deposit in the Debt Service Reserve Fund. In addition, the Corporation may, but is not required to, deposit funds of the Corporation other than those described above to make up such deficiency.
If a Loan Repayment is not received during the month when it is due, then on the third Business Day of the following month, the Trustee shall transfer an amount equal to the missed principal payment to the Debt Service Fund from the following sources in the following order of priority: first, from amounts on deposit in the Excess Revenue Fund; second, from amounts provided by the Corporation from amounts able to be released from the Open Resolution; and third, from amounts on deposit in the Debt Service Reserve Fund. In addition, the Corporation may, but is not required to, deposit funds of the Corporation other than those described above to make up a missed Loan Repayment.

The Trustee shall transfer any amounts remaining in the Loan Payment Fund [both accounts] after the transfers described in the preceding paragraphs as follows: (a) to replenish amounts in the Debt Service Reserve Fund necessary to satisfy the Debt Service Reserve Fund Requirement for the Series A Bonds; and [(b) to pay Administrative Expenses. See “APPENDIX II – Form of Resolution.” [All amounts in the Interest Account and amounts representing earnings on investments on deposit in the Principal Account] remaining after such transfers shall be deposited into the Excess Revenue Fund. The Corporation may withdraw any amounts on deposit in the Excess Revenue Fund in excess of one month’s scheduled interest and principal payments due on all Series A Loans free and clear of the lien of the Resolution and transfer such amounts to the revenue account held under the Open Resolution on each April 15 and October 15 following the payment of interest on and principal of the Series A Bonds on such dates.

The Corporation has covenanted in the Resolution that it will take all steps necessary to release excess revenues, if any, from the lien of the Open Resolution in order to make the transfer described in the second and third preceding paragraphs. For a description of the Open Resolution and the process for releasing revenues from the lien of the Open Resolution, see the Official Statement dated _______, 2014 with respect to the Corporation’s Multi-Family Housing Revenue Bonds, 2014 Series __ (the “Open Resolution Official Statement”), which is incorporated herein by reference [the entire OS or only selected portions], including particularly the section in Part II of the Open Resolution Official Statement entitled “Security for the Bonds – Cash Flow Statements and Cash Flow Certificates” [also specify portion describing amounts released in past and current fiscal year]. The Open Resolution imposes certain conditions on the release of revenues from the lien of the Open Resolution and failure to meet such conditions will not be an Event of Default under the Resolution.

The Trustee will have a lien on any and all funds held by it under the Resolution to secure payment for its services. See “APPENDIX II – Form of Resolution.”

Characteristics of the Series A Loans

Composition

The Series A Loans will consist of ten Loans, which had a aggregate principal balance of approximately $[______] as of the Cut-Off Date. See “APPENDIX I – Certain Information Regarding the Series A Loans” for further information regarding characteristics of the Series A Loans as of the Cut-off Date (except as noted).

Mortgage Rates; Calculation of Interest

The Series A Loans bear interest at mortgage rates that will remain fixed for their remaining terms. All of the Series A Loans bear interest on the basis of a 360-day year consisting of twelve 30-day months.

Due Dates

Monthly payments on the Series A Loans are due on the first day of each month.

Amortization; Level Payments

The Series A Loans for the [137-02 Northern Blvd] Development, the [140-26 Franklin Ave] Development, the [32-08 Union St] Development and the [Frederick Douglass Blvd (Triangle Court I)] Development are fully amortized in level monthly payments over their remaining terms to stated maturity at which time the unpaid
principal balance plus accrued interest thereon is due. The Series A Loans for the [9501 Rockaway Blvd] Development, the [138 East 112th Street] Development the [1514 Sedgwick Avenue] Development and the [Beach 94th Street & Holland Avenue] Development are partially amortized in level monthly payments over their remaining terms to stated maturity at which time a balloon payment and any unpaid principal balance plus accrued interest thereon is due. All of the Series A Loans have begun to amortize as of the Cut-off Date. Even in the absence of a change in the amortization schedule of the Series A Loans, Series A Loans that provide for level monthly payments may still produce non-level payments as a result of the fact that, at any time, condemnation of or the occurrence of a casualty loss on, the mortgaged property securing any Series A Loan or acceleration of payments due under the Series A Loan by reason of a default may result in a prepayment. [What effect does a voluntary partial prepayment have on amortization]

Loan Debt Service Coverage; Prepayments; Summary

The following table sets forth certain loan characteristics and debt service coverage ratio of the Series A Loans as of the Cut-off Date (except as noted). All of the Borrowers are current on the payment of debt service on the Series A Loans. Based on data from the 2012 or 2013 annual reports of the respective Developments, as indicated in the table below, each of the Series A Loans indicated has a debt service coverage ratio as set forth in the table. The debt service coverage ratios are calculated based on the ratio of annual net operating income of the Development, adjusted for depreciation and amortization, interest, mortgage insurance premium, and replacement reserves, to the annual principal and interest due, annual servicing fee, and mortgage insurance premium on the applicable loan. In calculating the debt service coverage ratios, the information for each Development was taken by the Corporation from the [2012] [2013] annual reports (using the [2012] [2013] data) from each Development. The Corporation has not taken any action to independently verify the accuracy of such information. There can be no assurances that the ratios set forth herein will continue.

The Series A Loans are subject to prepayment on and after the applicable Prepayment Lockout Date, as set forth in "APPENDIX I – Certain Information Regarding the Series A Loans", as listed in Table “___” below, without the prior consent of the Corporation. See "APPENDIX I – Certain Information Regarding the Series A Loans."

The following table presents a summary of certain characteristics of the Series A Loans. See also "APPENDIX I – Certain Information Regarding the Series A Loans" for additional details.

Summary of the Series A Loans as of the Cut-off Date

<table>
<thead>
<tr>
<th>Development</th>
<th>Number of Units</th>
<th>Original Balance</th>
<th>Principal Balance as of May 31, 2014</th>
<th>Closing Date</th>
<th>Maturity Date</th>
<th>Remaining Term (years)</th>
<th>Interest Rate</th>
<th>Debt Service Coverage Ratio</th>
<th>DSCR Year</th>
<th>Prepayment Lockout Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>137-02 Northern Blvd</td>
<td>71</td>
<td>7,200,000</td>
<td>02/01/01</td>
<td>03/31/14</td>
<td>17</td>
<td>8.00</td>
<td>1.61</td>
<td>2012</td>
<td>4/1/2016</td>
<td></td>
</tr>
<tr>
<td>140-26 Franklin Ave(1)</td>
<td>54</td>
<td>5,190,000</td>
<td>04/01/01</td>
<td>06/01/14</td>
<td>17</td>
<td>8.00</td>
<td>1.16</td>
<td>2013</td>
<td>7/1/2016</td>
<td></td>
</tr>
<tr>
<td>32-08 Union St</td>
<td>25</td>
<td>2,770,000</td>
<td>06/28/00</td>
<td>07/01/10</td>
<td>16</td>
<td>8.00</td>
<td>1.38</td>
<td>2012</td>
<td>8/1/2015</td>
<td></td>
</tr>
<tr>
<td>Frederick Douglass Blvd (Triangle Court)</td>
<td>49</td>
<td>3,620,000</td>
<td>11/26/00</td>
<td>12/01/19</td>
<td>15</td>
<td>7.58</td>
<td>3.14</td>
<td>2013</td>
<td>1/1/2016</td>
<td></td>
</tr>
<tr>
<td>9501 Rockaway Blvd</td>
<td>72</td>
<td>5,380,000</td>
<td>2/19/2006</td>
<td>8/1/2015</td>
<td>21</td>
<td>7.00</td>
<td>1.86</td>
<td>2012</td>
<td>9/1/2016</td>
<td></td>
</tr>
<tr>
<td>1514 Sedgwick Avenue</td>
<td>96</td>
<td>10,185,000</td>
<td>2/28/2007</td>
<td>5/1/2016</td>
<td>22</td>
<td>6.75</td>
<td>1.20</td>
<td>2012</td>
<td>4/1/2017</td>
<td></td>
</tr>
<tr>
<td>Beach 94th Street &amp; Holland Avenue</td>
<td>2</td>
<td>7,640,000</td>
<td>11/15/2001</td>
<td>11/1/2033</td>
<td>19</td>
<td>7.75</td>
<td>1.12</td>
<td>2012</td>
<td>4/1/2015</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>486</td>
<td>$48,395,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) The Monthly Debt Service, Yearly Debt Service, and DSCR amounts for the 140-26 Franklin Avenue project include the debt service for a $261,000 co-equal loan.
REMIC Insurance

Each of the Series A Loans is insured by REMIC Insurance which provides for payment of a specified percentage of the outstanding principal of the applicable Series A Loan as of the date of default and interest on such Series A Loan from the date of default to the date of the initial claim payment; provided the amount of interest will reflect the payment of interest in arrears. See "APPENDIX IV-- Description of Supplemental Security, Subsidy Program and New York Foreclosure Proceedings."

The specified percentage insured by REMIC is 25% for the Triangle Court I Development and 20% for each of the other Developments.

New Housing Opportunities Program

All of the Series A Loans received subordinate low interest rate loans pursuant to the Corporation's New Housing Opportunities Program ("NewHOP"). See "APPENDIX IV-- Description of Supplemental Security, Subsidy Program and New York Foreclosure Proceedings." Prepayments on [_____] of the Series A Loans are not permitted until the subsidy loans have been paid in full.

"Due on Sale" Provisions

The Series A Loans contain "due on sale" clauses restricting sale or transfer of the related mortgaged property without the Corporation's consent and providing that the Corporation may accelerate the Series A Loan upon a sale or transfer contrary to such restriction.

Assumability

Each Series A Loan may be assumed, [subject to Corporation review and approval,] upon the sale of the related mortgaged property.

First Lien

The Series A Loans consist of first lien, multi-family, fixed rate mortgage loans that are secured by a lien on the respective Borrower's fee simple estate or leasehold interest in a multi-family property. [Describe any additional subordinate loans and if they are held by Corporation]

Location of Series A Mortgage Properties

The following map identifies the locations of the mortgaged properties funded with Series A Loans within the City:

[MAP TO BE INSERTED]

Weighted Average Life of Series A Bonds

Yield, Maturity and Prepayment Considerations

The Prepayments of the Series A Loans will affect the weighted average life of and the yields realized by holders of the Series A Bonds.

- The principal portion of the Loan Repayment for any Series A Loan may be in the form of scheduled or unscheduled amortization. The Series A Loans amortize in the amounts of which are set forth in "APPENDIX I -- Certain Information Regarding the Series A Loans."

- The terms of each Series A Loan provide that the Series A Loan may be voluntarily prepaid in whole or in part only with the prior consent of the Corporation, on and after the applicable
Prepayment Lockout Date, as set forth in “APPENDIX I – Certain Information Regarding the Series A Loans”, and thereafter without consent.

- The condemnation of, or occurrence of a casualty loss on, the mortgaged property securing any Series A Loan or the acceleration of payments due under the Series A Loan by reason of default may also result in a prepayment at any time.

Series A Loan prepayment rates are likely to fluctuate over time. No representation is made as to the expected weighted average life of the Series A Bonds or the percentage of the original unpaid principal balance of the Series A Loans that will be paid to Bondholders at any particular time. A number of factors may influence the prepayment rate.

- While some prepayments occur randomly, the payment behavior of the Series A Loans may be influenced by a variety of economic, tax, geographic, demographic, and legal and other factors.

- These factors may include the age, geographic distribution and payment terms of the Series A Loans; remaining depreciable lives of the underlying properties; characteristics of the borrowers; amount of the borrowers’ equity; the availability of mortgage financing; in a fluctuating interest rate environment, the difference between the interest rates on the Series A Loans and prevailing mortgage interest rates; the extent to which the Series A Loans are assumed or refinanced or the underlying properties are sold or conveyed; changes in local industry and population as they affect vacancy rates; population migration; and the attractiveness of other investment alternatives.

- [These factors may also include the application of (or override by REMIC of) prepayment consent rights (or statutory prepayment prohibition periods.) For a more detailed description of the prepayment provisions of the Series A Loans, see “Prepayments” under this caption.]

No representation is made by the Corporation or the Underwriter or their respective counsel concerning the particular effect that any of these or other factors may have on the prepayment behavior of the Series A Loans. The relative contribution of these or other factors may vary over time.

Forward-Looking Average Life Calculations

The following information has been provided by the Underwriter and no representation is made by the Corporation or the Underwriter or their respective counsel concerning the actual average life of the Series A Bonds or the Series A Loans and how it compares to the forward-looking average life estimated herein.

The “Weighted Average Life” of a bond refers to the average amount of time that will elapse from the date of its issuance until each dollar of principal of that bond will be repaid to the investor. As a result, any projection of the Weighted Average Life of and yield on the Series A Bonds must include an assumption about the anticipated timing and amount of payments on those Series A Bonds, which will depend upon the rate of prepayments of the Series A Loans, including optional borrower prepayments and prepayments resulting from liquidation of defaulted Series A Loans. In general, prepayments of principal and defaults on the Series A Loans will shorten the Weighted Average Life and term to maturity of the Series A Bonds.

The Weighted Average Life of the Series A Bonds is calculated as described under “Weighted Average Life” below.

The Weighted Average Life of the Series A Bonds will be influenced by, among other things, the rate at which principal is paid on the Series A Loans. In general, the Weighted Average Life of the Series A Bonds will be shortened if the rate of prepayments of principal of the Series A Loans increases. However, the Weighted Average Life will depend upon a variety of other factors, including the timing of changes in such rate of principal prepayments. Accordingly, no assurance can be given as to the Weighted Average Life of the Series A Bonds.

OHSUSA:757881450.3 13
Prepayment Assumption Models

No representation is made about the anticipated rate of prepayments or foreclosures on the Series A Loans or about the anticipated yield to maturity of the Series A Bonds. Prospective purchasers of the Series A Bonds are urged to base their decisions whether to purchase the Series A Bonds upon a comparison of desired yield to maturity with the yield to maturity that would result based on the price that the purchaser pays for the Series A Bonds and upon the purchaser's own determinations about anticipated rates of prepayments with respect to the Series A Loans.

Prepayments of mortgage loans are commonly measured by a prepayment standard or model. The model used herein is the constant prepayment rate ("CPR") model. CPR represents a constant rate of prepayment on the Series A Loans each month relative to the then outstanding aggregate principal balance of the Series A Loans for the life of such Series A Loans.

In addition, following any Series A Loan default, the principal balance of the Series A Loan may be paid from the proceeds received under the REMIC Insurance Program or from proceeds of a foreclosure proceeding.

- As a result, defaults experienced on the Series A Loans will accelerate the payment of principal of the Series A Bonds.
- The Series A Bonds are subject to special optional redemption as described herein under "THE SERIES A BONDS - Redemption."

The maturity date for the Series A Bonds, which is set forth on the front cover of this Official Statement, is the latest date on which the principal balance will be reduced to zero. The actual retirement of Series A Bonds may occur earlier than its maturity date.

Modeling Assumptions

Unless otherwise indicated, the table that follows has been prepared on the basis of the characteristics of the Series A Loans and the following assumptions (the "Modeling Assumptions"), among others:

1. The Series A Loans have the characteristics described in "APPENDIX I - Certain Information Regarding the Series A Loans."

2. There are no voluntary prepayments prior to the applicable Prepayment Lockout Date, as set forth in "APPENDIX I - Certain Information Regarding the Series A Loans." All the Series A Loans have amortization schedules as set forth in "APPENDIX I - Certain Information Regarding the Series A Loans."

3. The Series A Loans begin to prepay after the applicable Prepayment Lockout Date, as set forth in "APPENDIX I - Certain Information Regarding the Series A Loans at the constant percentages of CPR (described above) shown in the table.

4. The origination date of each Series A Loan is as indicated in Appendix II.

5. Loan Repayments and Prepayments with respect to the Series A Loans are always received on the [first day] of the month, whether or not a Business Day, commencing in July 2014. No penalty amounts are received with respect to Prepayments.

6. The special optional redemption occurs on the first day on which the Corporation may exercise such option.


OHSUSA:757681450.3
8. The Closing Date for the Series A Bonds is [____], 2014.

When reading the table and the related text, prospective purchasers of the Series A Bonds should bear in mind that the Modeling Assumptions, like any other stated assumptions, are unlikely to be entirely consistent with actual experience. For example, many payment dates will occur on the first Business Day after the 1st of the month and Series A Bonds are subject to Special Optional Redemption as described under “THE SERIES A BONDS - Redemption.”

*Weighted Average Life*

The table below indicates the Weighted Average Life of the Series A Bonds, based on the assumption that the Series A Loans prepay at the respective indicated percentages of CPR (the “CPR Prepayment Assumption Rates”).

It is unlikely that the Series A Loans will prepay at any of the CPR Prepayment Assumption Rates, and the timing of changes in the rate of prepayments actually experienced on the Series A Loans is unlikely to follow the pattern described for the CPR Prepayment Assumption Rates.

The Weighted Average Life of the Series A Bonds is calculated by:

(a) multiplying the net reduction, if any, of the principal balance from one Interest Payment Date to the next Interest Payment Date by the number of years from the date of issuance thereof to the related Interest Payment Date,

(b) summing the results, and

(c) dividing the sum by the aggregate amount of the assumed net reductions in principal balance referred to in clause (a).

The Weighted Average Life is likely to vary, perhaps significantly, from that set forth in the table below due to the differences between the actual rate of prepayments on the Series A Loans and the Modeling Assumptions.

**PLACEHOLDER FOR TABLE:**

The decrement table set forth below is based on the assumption that the Series A Loans prepay at the CPR Prepayment Assumption Rates. It is unlikely that the Series A Loans will prepay at any of the CPR Prepayment Assumption Rates, and the timing of changes in the rate of prepayments actually experienced on the Series A Loans is unlikely to follow the pattern described for the CPR Prepayment Assumption Rates.

**PLACEHOLDER FOR TABLE: Percentages of Series A Bond Balances Outstanding and Weighted Average Life**

**Information Available to Bondholders**

Pursuant to the Disclosure Agreement (defined herein), a form of which is attached hereto as Appendix A, commencing [July] 2014, the Corporation is agreeing to provide the following information about each of the Series A Loans on a monthly basis by filing a report with the MSRB’s Electronic Municipal Market Access System (“EMMA”):

- the current payment number,
- the loan status (on watch list, number of days or months late, bankruptcy),
• the loan balance remaining, and
• the current principal and interest paid (and remaining due, if any).

[The Corporation shall include in such report the amount of any Prepayments received during the prior month and shall identify the Series A Loan(s) to which such Prepayments relate. The Corporation shall also provide a schedule setting forth the aggregate scheduled monthly principal payments on the Series A Loans remaining following such Prepayments.]

The Corporation shall also file with EMMA [the annual financial statements] for each Development financed by a Series A Loan upon receipt of such statements from the respective Mortgagor (expected within 120 days of the end of the fiscal year for such Development) and certain reports furnished to it by the Trustee pursuant to the Resolution. See “Appendix II—Form of Resolution.” The Corporation has no obligation to examine or review such financial statements to verify the accuracy or completeness of such financial statements. It is the Corporation’s current practice to maintain loan documentation on site with respect to each Series A Loan in accordance with applicable laws and its servicing procedures which may change from time to time.

Debt Service Reserve Fund

The Resolution requires a deposit to the Debt Service Reserve Fund. The amount required to be funded by the Resolution is equal to 3% of the outstanding principal amount of the Series A Bonds. The aggregate amount necessary to satisfy the Debt Service Reserve Fund Requirement will be satisfied by a deposit on the date of issuance of the Series A Bonds with funds provided by the Corporation. However, some or all of such amount on deposit in the Debt Service Reserve Fund may be released in the future, including as described in the following paragraph.

At any time while the Series A Bonds are outstanding, the Corporation may, at any time, provide to the Trustee one or more Cash Equivalents for deposit in the Debt Service Reserve Fund so long as such Cash Equivalents, as of the date of deposit, shall have no adverse effect on the ratings assigned to the Series A Bonds. In the event any such Cash Equivalents are so provided (other than in connection with the initial issuance of the Series A Bonds or to replenish the Debt Service Reserve Fund) in replacement of funds on deposit in the Debt Service Reserve Fund, the Trustee shall make such deposit and transfer funds in an equivalent amount from the Debt Service Reserve Fund to the Corporation free and clear of the lien of the Resolution.

Monies in the Debt Service Reserve Fund may not be withdrawn at any time in any amount which would cause the balance of funds in the Debt Service Reserve Fund to fall below the sum of the Debt Service Reserve Fund Requirement except for the purpose of paying principal and interest on the Series A Bonds maturing and becoming due and for the payment of which other monies pledged under the Resolution are not available. At the direction of the Corporation, amounts in the Debt Service Reserve Fund in excess of the Debt Service Reserve Fund Requirement may be withdrawn and transferred to the Corporation free and clear of the lien of the Resolution.

CERTAIN BONDHOLDERS’ RISKS

Limited Security

The Series A Bonds are special revenue obligations of the Corporation payable solely from the Trust Estate. See “SECURITY FOR THE SERIES A BONDS AND SOURCES OF PAYMENT.” There is no assurance that the Series A Loans in the Trust Estate will perform in accordance with the assumptions made and that Revenues will be sufficient to pay debt service on the Series A Loans when due.

Rate of Principal Payments on the Series A Loans

The rate at which principal payments will be used to pay or redeem the Series A Bonds will depend largely on the rate of principal payments, including Prepayments on the Series A Loans. Any historical data regarding prepayment rates of the Series A Loans may not be indicative of the rate of future Prepayments on the Series A Loans.
Loans and no assurances can be given about the rates at which the Series A Loans will repay. The rate of principal payments on the Series A Loans is expected to vary. Generally, Borrowers may prepay the outstanding Series A Loans at any time and the source of financings for such prepayment could be from a third party lender or from the Corporation, provided that during the ten years from the origination date, such prepayment may only be made with the prior consent of the Corporation. Prepayments for [...] of the Series A Loans are not permitted until the subsidies loans have been paid in full. In addition to voluntary prepayments, the Series A Loans can be prepaid as a result of mortgage insurance claim payments, loss mitigation arrangements or liquidations of defaulted Series A Loans. No assurances can be given as to the timing or frequency of any mortgage insurance claim payments, loss mitigation arrangements or foreclosure proceedings with respect to defaulted Series A Loans and the resulting effect on the timing or rate of principal payments on the Series A Bonds.

Rate of Principal Payments Can Reduce the Yield

The rate of principal payments on the Series A Loans could reduce the yield realized on the Series A Bonds. The yield on a Series A Bond probably will be lower than expected if a Series A Bond is purchased at (a) a premium and principal payments or Prepayments are paid faster than expected, or (b) a discount and principal payments are paid slower than expected.

An Investment in the Series A Bonds is Subject to Significant Reinvestment and Extension Risk

The rate of principal payments on the Series A Bonds is uncertain. It may not be possible to reinvest the payments on the Series A Bonds at the same rate of return provided by the Series A Bonds. Lower prevailing interest rates may result in an unexpected return of principal. In that interest rate climate, higher yielding reinvestment opportunities may be limited. Conversely, higher prevailing interest rates may result in slower returns of principal and a Bondholder may not be able to take advantage of higher yielding investment opportunities. The final payment on the Series A Bonds may occur much earlier than the maturity date.

Defaults will Increase the Rate of Prepayments

If a Mortgagor defaults on a Series A Loan and the Series A Loan is subsequently foreclosed upon or REMIC insurance benefits are received, or is otherwise liquidated, the effect would be comparable to a Prepayment of the Series A Loan.

The Series A Bonds May not be Suitable Investment

The Series A Bonds are not suitable investments for all investors. In addition, there is no assurance that a secondary market will develop for the purchase and sale of the Series A Bonds, that any secondary market will continue, or that the price at which the Series A Bonds can be sold will allow for a desired yield on that investment. The market value of the Series A Bonds is likely to fluctuate, with such fluctuations being significant, which could result in significant losses to the holder. The secondary markets for mortgage-related securities have experienced periods of illiquidity and can be expected to do so in the future. Illiquidity can have a severe adverse effect on the price of the Series A Bonds because they are sensitive to prepayment and interest rate risk.

Conditions to Payment of REMIC Insurance

REMIC Insurance benefits may also be impaired as a result of the failure to pay required mortgage insurance premiums to REMIC, the material modification of the mortgage without prior written approval of REMIC, and the disposal of property or collateral securing the Mortgage Loan prior to the final settlement of a claim for loss. [As described in “APPENDIX IV–DESCRIPTION OF SUPPLEMENTAL SECURITY, SUBSIDY PROGRAM AND NEW YORK FORECLOSURE PROCEEDINGS,” the Corporation is responsible for servicing the Series A Loans and the maintenance of the REMIC insurance in connection with the Series A Loans.]
Affordable Multifamily Housing Loans

The Series A Loans are secured by properties that are generally encumbered by restrictive covenants, regulatory agreements or ground leases that impose restrictions relating to tenant income, occupancy and/or rent restrictions. A breach of these restrictions may constitute an event of default under the mortgage or may result in the termination of any payments being received from the governmental entity that imposed the restrictions. Some affordable multifamily housing properties may benefit from long-term federal rental assistance or other federal, state or local subsidies that may be terminated or abated if the requirements of the subsidies are not met. If a subsidy is reduced or eliminated and cannot be replaced by obtaining a new subsidy, increasing rents to current tenants or the leasing of properties to market tenants, the related Series A Loan may default.

[Default under Cash Equivalents]

The Resolution allows that the Corporation may, at any time, provide to the Trustee one or more Cash Equivalents for deposit in the Debt Service Reserve Fund. In the event any such Cash Equivalents are so provided (other than in connection with the initial issuance of the Series A Bonds or to replenish the Debt Service Reserve Fund) in replacement of funds on deposit in the Debt Service Reserve Fund, the Trustee shall make such deposit and transfer funds in an equivalent amount from the Debt Service Reserve Fund to the Corporation free and clear of the lien of the Resolution. A default by the provider of a Cash Equivalent may result in insufficient revenues being available for timely payment of the Series A Bonds. There will be no Cash Equivalents entered into at the time of issuance of the Series A Bonds.

PLAN OF FINANCE

The proceeds of the Series A Bonds, along with other moneys available therefor, will be used to finance the acquisition of the Series A Loans and pay certain costs related thereto. See “APPENDIX I - Certain Information Regarding the Series A Loans.”

SOURCES AND USES OF FUNDS

The proceeds of the Series A Bonds and other amounts are estimated to be applied as follows:

2014 Series A

<table>
<thead>
<tr>
<th>SOURCES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Proceeds of Bonds</td>
<td></td>
</tr>
<tr>
<td>Other Available Moneys</td>
<td></td>
</tr>
<tr>
<td>TOTAL SOURCES</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>USES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit to Bond Proceeds Account</td>
<td></td>
</tr>
<tr>
<td>Deposit to Debt Service Reserve Account</td>
<td></td>
</tr>
<tr>
<td>Corporation’s corporate purposes</td>
<td></td>
</tr>
</tbody>
</table>
Cost of Issuance ........................................

TOTAL USES...........................................

RATINGS

Standard & Poor’s Ratings Services and Moody’s Investors Service, Inc. have assigned the Series A Bonds a rating of “—” and “—,” respectively. Such ratings reflect only the respective views of such rating agencies, and an explanation of the significance of such ratings may be obtained from the rating agency furnishing the same. There is no assurance that either or both of such ratings will be retained for any given period of time or that the same will not be revised downward or withdrawn entirely by the rating agency furnishing the same if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings, or either of them, may have an adverse effect on the market price of the Series A Bonds.

LEGALITY OF THE SERIES A BONDS FOR INVESTMENT AND DEPOSIT

Under the provisions of Section 662 of the Act, the Series A Bonds are securities in which all public officers and bodies of the State of New York and all municipalities and municipal subdivisions, all insurance companies and associations and other persons carrying on an insurance business, all banks, bankers, trust companies, savings banks and savings associations, including savings and loan associations, building and loan associations, investment companies and other persons carrying on a banking business, all administrators, guardians, executors, trustees and other fiduciaries, and all other persons whatsoever who are now or may hereafter be authorized to invest in bonds or in other obligations of the State, may properly and legally invest funds, including capital, in their control or belonging to them. The Series A Bonds are also securities which may be deposited with and may be received by all public officers and bodies of the State and all municipalities and public corporations for any purpose for which the deposit of bonds or other obligations of the State is now or hereafter authorized.

AGREEMENT OF THE STATE

Section 657 of the Act provides that the State pledges to and agrees with the holders of obligations of the Corporation, including owners of the Series A Bonds, that it will not limit or alter the rights vested by the Act in the Corporation to fulfill the terms of any agreements made with the owners of the Series A Bonds, or in any way impair the rights and remedies of such owners until the Series A Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such owners of the Series A Bonds, are fully met and discharged.

NO LITIGATION

At the time of delivery and payment for the Series A Bonds, the Corporation will deliver, or cause to be delivered, a Certificate of the Corporation substantially to the effect that there is no litigation or other proceeding of any nature now pending or threatened against or adversely affecting the Corporation of which the Corporation has notice, or to the Corporation’s knowledge, any basis therefor, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series A Bonds, or in any way contesting or affecting the validity of the Series A Bonds, the Resolution, the Disclosure Agreement (as defined below) or any proceedings of the Corporation taken with respect to the issuance or sale of the Series A Bonds, or the financing of the acquisition of the Series A Loans, or the pledge, collection or application of any monies or security provided for the payment of the Series A Bonds, or the existence, powers or operations of the Corporation, or contesting in any material respect the completeness or accuracy of the Official Statement or any supplement or amendment thereto, if any.
TAX MATTERS

Opinion of Bond Counsel to the Corporation

In the opinion of Bond Counsel to the Corporation, interest on the Series A Bonds (the “Taxable Bonds”) is included in gross income for Federal income tax purposes pursuant to the Internal Revenue Code of 1986, as amended (the “Code”).

In addition, in the opinion of Bond Counsel to the Corporation, under existing statutes, interest on the Series A Bonds is exempt from personal income taxes imposed by the State of New York or any political subdivision thereof (including The City of New York).

Bond Counsel to the Corporation expresses no opinion regarding any other Federal or state tax consequences with respect to the Series A Bonds. Bond Counsel to the Corporation renders its opinion under existing statutes and court decisions as of the issue date, and assumes no obligation to update its opinion after the issue date to reflect any future action, fact or circumstance, or change in law or interpretation, or otherwise. Bond Counsel to the Corporation expresses no opinion on the effect of any action hereafter taken or not taken in reliance upon an opinion of other counsel on the exemption from personal income taxes of interest on the Series A Bonds under state and local tax law.

Taxable Bonds

The following discussion is a brief summary of certain United States Federal income tax consequences of the acquisition, ownership and disposition of the Taxable Bonds by original purchasers of the Taxable Bonds who are “U.S. Holders”, as defined herein. This summary does not discuss all of the United States Federal income tax consequences that may be relevant to a holder in light of its particular circumstances or to holders subject to special rules.

Holders of the Taxable Bonds should consult with their own tax advisors concerning the United States Federal income tax and other consequences with respect to the acquisition, ownership and disposition of the Taxable Bonds as well as any tax consequences that may arise under the laws of any state, local or foreign tax jurisdiction.

Disposition and Defeasance

Generally, upon the sale, exchange, redemption or other disposition (which would include a legal defeasance) of a Taxable Bond, a holder generally will recognize taxable gain or loss in an amount equal to the difference between the amount realized (other than amounts attributable to accrued interest not previously includable in income) and such holder's adjusted tax basis in the Taxable Bond. The Corporation may cause the deposit of moneys or securities in escrow in such amount and manner as to cause the Taxable Bonds to be deemed to be no longer outstanding under the Resolution (a “defeasance”). (See “Appendix II—Form of the Resolution”). For Federal income tax purposes, such defeasance could result in a deemed exchange under Section 1001 of the Code and a recognition by such owner of taxable income or loss, without any corresponding receipt of moneys. In addition, the character and timing of receipt of payments on the Taxable Bonds subsequent to any such defeasance could also be affected.

Backup Withholding and Information Reporting

In general, information reporting requirements will apply to non-corporate holders with respect to payments of principal, payments of interest and the proceeds of the sale of a Taxable Bond before maturity within the United States. Backup withholding may apply to holders of Taxable Bonds under Section 3406 of the Code. Any amounts withheld under the backup withholding rules from a payment to a beneficial owner, and which constitutes over-withholding, would be allowed as a refund or a credit against such beneficial owner’s United States Federal income tax provided the required information is furnished to the Internal Revenue Service (the “Service”).
U.S. Holders

The term "U.S. Holder" means a beneficial owner of a Taxable Bond that is: (i) a citizen or resident of the United States, (ii) a corporation, partnership or other entity created or organized in or under the laws of the United States or of any political subdivision thereof, (iii) an estate the income of which is subject to United States Federal income taxation regardless of its source or (iv) a trust whose administration is subject to the primary jurisdiction of a United States court and which has one or more United States fiduciaries who have the authority to control all substantial decisions of the trust.

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 Taxable Bonds under state law and could affect the market price or marketability of the Taxable Bonds.

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

IRS CIRCULAR 230 DISCLOSURE

To ensure compliance with requirements imposed by the Service, bondholders of Taxable Bonds (the "Taxable Bondholders") are advised that (i) any U.S. federal tax advice contained in this Official Statement (including any attachments) is not intended or written by Bond Counsel to the Corporation to be used, and that it cannot be used, by any Taxable Bondholder, for the purpose of avoiding penalties that may be imposed on a Taxable Bondholder under the Code; (ii) such advice is written to support the promotion or marketing of the Taxable Bonds or matter(s) addressed by such written advice; and (iii) Taxable Bondholders should seek advice based on their particular circumstances from an independent tax advisor.

CERTAIN LEGAL MATTERS

All legal matters incident to the authorization, issuance, sale and delivery of the Series A Bonds by the Corporation are subject to the approval of Hawkins Delafield & Wood LLP, New York, New York, Bond Counsel to the Corporation. Certain legal matters will be passed upon for the Corporation by its General Counsel. Certain legal matters will be passed upon for the Underwriter by its Counsel, Orrick, Herrington & Sutcliffe LLP, New York, New York.

UNDERWRITING

The Series A Bonds are being purchased by the underwriter named on the cover page of this Official Statement (the "Underwriter") who has agreed, subject to certain conditions, to purchase all but not less than all of the Series A Bonds at par and to make a public offering of the Series A Bonds at prices that are not in excess of the public offering prices stated on the cover page of this Official Statement. The Underwriter will receive compensation in connection therewith in the aggregate amount of $[____], which includes expenses for such underwriting. The initial public reoffering prices may be changed, from time to time, by the Underwriter.

The following three paragraphs have been provided by the Underwriter.

The Underwriter and its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. The Underwriter and its respective affiliates have, from time to time, performed, and may in the future perform, various financial services and investment banking services for the Corporation, for which they received or will receive customary fees and expenses.

In the ordinary course of its various business activities, the Underwriter and its respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative
securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Corporation.

The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

CONTINUING DISCLOSURE AND OTHER AVAILABLE INFORMATION

In order to assist the Underwriter in complying with the provisions of paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), the Corporation and the Trustee will enter into a written agreement for the benefit of the holders of the Series A Bonds (the "Disclosure Agreement") to provide continuing disclosure. The Corporation will undertake to provide to the Municipal Securities Rulemaking Board ("MSRB"), on an annual basis on or before 150 days after the end of each fiscal year of the Corporation commencing with the fiscal year ended October 31, 2014 certain financial information and operating data, referred to herein as "Corporation Annual Information," including, but not limited to annual financial statements of the Corporation. In addition, the Corporation will undertake in the Disclosure Agreement for the benefit of the holders of the Series A Bonds, to provide to the MSRB, in a timely manner (not in excess of ten (10) Business Days after the occurrence of the event), the notices required to be provided by Rule 15c2-12 and described below.

The Corporation Annual Information shall consist of the following: (a) financial information and operating data of the Corporation prepared in conformity with accounting principles generally accepted in the United States and audited by an independent firm of certified public accountants in accordance with auditing standards generally accepted in the United States; provided, however, that if audited financial statements are not available in accordance with the dates described above, unaudited financial statements shall be provided and such audited financial statements shall be delivered to the MSRB when they become available; [(b) a statement setting forth the amount on deposit in the Debt Service Reserve Fund;] and (c) the information regarding amendments to the Disclosure Agreement required pursuant thereto, together with (d) such narrative explanation as may be necessary to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning the Corporation and in judging the financial information about the Corporation.

Pursuant to the Disclosure Agreement, the Corporation will further undertake to provide to the MSRB, on a monthly basis, the information regarding the Series A Loans described under "SECURITY FOR THE SERIES A BONDS AND SOURCES OF PAYMENT—Information Available to Bondholders."

The notices required to be provided by Rule 15c2-12, which the Corporation will undertake to provide as described above, include notices of any of the following events: (1) principal and interest payment delinquencies; (2) nonpayment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Series A Bonds or other material events affecting the tax status of the Series A Bonds; (7) modification to the rights of holders of Series A Bonds, if material; (8) Series A Bond calls, if material, and tender offers; (9) defeasances of all or a portion of the Series A Bonds; (10) the release, substitution or sale of property securing repayment of the Series A Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar events of the Corporation or a Mortgagor; (13) the consummation of a merger, consolidation or acquisition involving the Corporation or a Mortgagor or the sale of all or substantially all of the assets of the Corporation or a Mortgagor, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; and to the MSRB, in a timely manner, notice of a failure by
the Corporation to provide the Corporation Annual Information or the Mortgagor Annual Information required by the Disclosure Agreement.

If any party to the Disclosure Agreement fails to comply with any provisions thereof, then the other party to the Disclosure Agreement and, as a direct or third party beneficiary, as the case may be, any holder of the Series A Bonds may enforce, for the equal benefit and protection of all holders similarly situated, by mandamus or other suit or proceeding at law or in equity, the Disclosure Agreement against such party and any of its officers, agents and employees, and may compel such party or any such officers, agents or employees to perform and carry out their duties thereunder; provided that the sole and exclusive remedy for breach or default under the Disclosure Agreement to provide the continuing disclosure described above is an action to compel specific performance of the undertakings contained therein, and no person or entity may recover monetary damages thereunder under any circumstances; provided, however, that the rights of any holder of Series A Bonds to challenge the adequacy of the information provided by the Corporation are conditioned upon the provisions of the Resolution with respect to the enforcement of remedies of holders of the Series A Bonds upon the occurrence of an Event of Default described in the Resolution. A breach or default under the Disclosure Agreement shall not constitute an Event of Default under the Resolution. In addition, if all or any part of Rule 15c2-12 ceases to be in effect for any reason, then the information required to be provided under the Disclosure Agreement, insofar as the provisions of Rule 15c2-12 no longer in effect required the provision of such information, shall no longer be required to be provided. Beneficial Owners of the Series A Bonds are third-party beneficiaries of the Disclosure Agreement and, as such, are deemed to be holders of the Series A Bonds for the purposes of exercising remedies.

The foregoing undertakings are intended to set forth a general description of the type of financial information and operating data that will be provided; the descriptions are not intended to state more than general categories of financial information and operating data. Where an undertaking calls for information that no longer can be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect will be provided. The Disclosure Agreement, however, may be amended or modified without the consent of the holders of the Series A Bonds under certain circumstances set forth in the Disclosure Agreement.

Copies of the Disclosure Agreement, when executed and delivered by the parties thereto on the date of the initial delivery of the Series A Bonds, will be on file at the office of the Corporation.

The Corporation has entered into other agreements to provide continuing disclosure (each, a “CDA”) with regard to bonds that were not issued under the Resolution. The Corporation has fully complied with such CDAs during the previous five years.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such, and not as representations of fact. This Official Statement is not to be construed as an agreement or contract between the Corporation and the purchasers or owners of any Series A Bonds.

This Official Statement is submitted in connection with the sale of the Series A Bonds and may not be reproduced or used, as a whole or in part, for any other purpose. This Official Statement and the distribution thereof has been duly authorized and approved by the Corporation, and duly executed and delivered on behalf of the Corporation:

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION

By: ________________________________

OHSUSA:757881450.3 23
Dated: [_______]

Gary D. Rodney  
President
Certain Information Regarding the Series A Loans
Certain Information Regarding the Series A Loans

Summary of the Series A Loans as of the Cut-off Date

<table>
<thead>
<tr>
<th>Loan Name (City)</th>
<th>Number of Units</th>
<th>Original Balance</th>
<th>Scheduled Balance</th>
<th>Reserve Balance</th>
<th>Origination Date</th>
<th>Maturity Date</th>
<th>Remaining Term (months)</th>
<th>Amortization Term (months)</th>
<th>Original Term (months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>421 DeGraw Street</td>
<td>45</td>
<td>$7,713,000</td>
<td></td>
<td></td>
<td>03/15/00</td>
<td>04/01/30</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>167 Clermont Avenue (1)</td>
<td>111</td>
<td>10,340,000</td>
<td></td>
<td></td>
<td>10/25/00</td>
<td>11/01/30</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>137-02 Northern Blvd</td>
<td>71</td>
<td>7,200,000</td>
<td></td>
<td></td>
<td>02/01/01</td>
<td>03/31/31</td>
<td>17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>140-26 Franklin Ave</td>
<td>54</td>
<td>5,190,000</td>
<td></td>
<td></td>
<td>04/01/01</td>
<td>06/01/31</td>
<td>17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32-08 Union St</td>
<td>25</td>
<td>2,770,000</td>
<td></td>
<td></td>
<td>06/28/06</td>
<td>07/01/30</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>351 E 4 St (349-33 East 4th St)</td>
<td>33</td>
<td>3,460,000</td>
<td></td>
<td></td>
<td>02/22/02</td>
<td>03/01/32</td>
<td>18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>394 E 8 St (390-96 East 8th St)</td>
<td>38</td>
<td>4,047,000</td>
<td></td>
<td></td>
<td>08/01/01</td>
<td>08/01/31</td>
<td>17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frederick Douglass Blvd (Triangle Cour I)</td>
<td>51</td>
<td>3,820,000</td>
<td></td>
<td></td>
<td>11/26/00</td>
<td>12/01/30</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harriet Tubman Gardes</td>
<td>74</td>
<td>5,920,000</td>
<td></td>
<td></td>
<td>10/09/03</td>
<td>11/30/28</td>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The holster (Site 7)</td>
<td>77</td>
<td>6,080,000</td>
<td></td>
<td></td>
<td>01/29/04</td>
<td>01/01/29</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$56,540,000</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) Although 1999 A-1 Bonds are not being refunded, the loan to 167 Clermont Avenue is expected to be pledged entirely to MSHPR 2014 Series A.
FORM OF RESOLUTION

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION

Multi-Family Housing Pass-Through Revenue Bonds,
2014 Series A Resolution

 Adopted __________


RESOLUTION TO BE INSERTED WHEN FINALIZED
PROPOSED FORM OF LEGAL OPINION OF BOND COUNSEL

Upon delivery of the Series A Bonds, Bond Counsel expects to render its opinion in substantially the following form:

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION
110 William Street
New York, New York 10038

Ladies and Gentlemen:

We, as bond counsel to the New York City Housing Development Corporation (the “Corporation”), a corporate governmental agency, constituting a public benefit corporation, organized and existing under and pursuant to the New York City Housing Development Corporation Act, Article XII of the Private Housing Finance Law (Chapter 44-b of the Consolidated Laws of New York), as amended (the “Act”), have examined a record of proceedings relating to the issuance by the Corporation of $________ Multi-Family Housing Pass-Through Revenue Bonds, 2014 Series A (the “2014 Series A Bonds”).

The 2014 Series A Bonds are authorized to be issued pursuant to the Act and the Multi-Family Housing Pass-Through Revenue Bond Resolution Authorizing the Multi-Family Housing Pass-Through Revenue Bonds, 2014 Series A of the Corporation, adopted ________ (the “Resolution”). The 2014 Series A Bonds are being issued for the purpose of financing the acquisition of the Loans (as defined in the Resolution).

The 2014 Series A Bonds are dated, mature, are payable, bear interest and are subject to redemption as provided in the Resolution.

We have not examined nor are we passing upon matters relating to the real and personal property referred to in the mortgages which are to secure the 2014 Series A Bonds.

Upon the basis of the foregoing, we are of the opinion that:

1. The Corporation has been duly created and validly exists as a corporate governmental agency, constituting a public benefit corporation, under and pursuant to the laws of the State of New York (including the Act), and has good right and lawful authority, among other things, to finance the acquisition of the 2014 Series A Mortgage Loans, to provide sufficient funds therefor by the adoption of the Resolution and the issuance and sale of the 2014 Series A Bonds, and to perform its obligations under the terms and conditions of the Resolution, as covenanted in the Resolution.

2. The Resolution has been duly adopted by the Corporation, is in full force and effect, and is valid and binding upon the Corporation and enforceable in accordance with its terms.

3. The 2014 Series A Bonds have been duly authorized, sold and issued by the Corporation in accordance with the Resolution and the laws of the State of New York (the “State”), including the Act.

4. The 2014 Series A Bonds are valid and legally binding special revenue obligations of the Corporation payable solely from the revenues, funds or monies pledged for the payment thereof pursuant to the Resolution, are enforceable in accordance with their terms and the terms of the Resolution, and are entitled to the benefit, protection and security of the provisions, covenants and agreements of the Resolution.

5. The 2014 Series A Bonds are secured by a pledge in the manner and to the extent set forth in the Resolution. The Resolution creates the valid pledge of and lien on the Trust Estate (as defined in the
Resolution), which the Resolution purports to create, subject only to the provisions of the Resolution permitting the use and application thereof for or to the purposes and on the terms and conditions set forth in the Resolution.

6. The 2014 Series A Bonds are not a debt of the State or The City of New York and neither is liable thereon, nor shall the 2014 Series A Bonds be payable out of any funds other than those of the Corporation pledged for the payment thereof.

7. Interest on the 2014 Series A Bonds is included in gross income for Federal income tax purposes pursuant to the Internal Revenue Code of 1986, as amended.

8. Under existing statutes, interest on the 2014 Series A Bonds is exempt from personal income taxes imposed by the State or any political subdivision thereof (including The City of New York).

We express no opinion regarding any other Federal or state tax consequences with respect to the 2014 Series A Bonds. We render this opinion under existing statutes and court decisions as of the issue date, and assume no obligation to update this 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 exemption from personal income taxes of interest on the 2014 Series A Bonds under state and local tax law.

In rendering this opinion, we are advising you that the enforceability of rights and remedies with respect to the 2014 Series A Bonds and the Resolution may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies heretofore or hereafter enacted and is subject to the general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

We have examined an executed 2014 Series A Bond and in our opinion the form of said Bond and its execution are regular and proper.

Very truly yours,
DESCRIPTION OF SUPPLEMENTAL SECURITY, SUBSIDY PROGRAM AND NEW YORK FORECLOSURE PROCEEDINGS

REMIC INSURANCE PROGRAM

General.

REMIC was created in January 1993 as a public benefit corporation of the State under Section 654-d of the New York Private Housing Finance Law (the "REMIC Act"). The REMIC Act also established REMIC as a subsidiary of the Corporation. REMIC is the successor to the New York City Rehabilitation Mortgage Insurance Corporation ("Old REMIC") which was in operation from 1973 until January 1993 when REMIC assumed all of Old REMIC's obligations, including its contracts of insurance and commitments to insure mortgages.

REMIC consists of nine members, seven of whom are the members of the Corporation plus two additional members who are appointed by the Mayor of the City. The Chairperson of the Corporation is also the Chairperson of REMIC. The powers of REMIC are vested in and exercised by no less than five members. REMIC may delegate to one or more of its members, officers, agents or employees such powers and duties as it deems proper. The officers and staff of REMIC are all employees of the Corporation. The REMIC Act prohibits REMIC from issuing a commitment to insure a mortgage loan made by the Corporation unless such commitment is approved by at least two members of a three member committee composed of the Chairperson and the two members of REMIC who are not members of the Corporation.

Purposes and Powers.

REMIC's purpose is to insure mortgage loans in order to promote the preservation of neighborhoods in New York City which are blighted, are becoming blighted or may become blighted; to discourage disinvestment and encourage investment of mortgage capital in such neighborhoods; and to provide safe, sanitary and affordable housing accommodations to persons and families for which the ordinary operations of private enterprise cannot supply such accommodations. In furtherance of its corporate purpose, REMIC is authorized to enter into commitments to insure mortgages and contracts of insurance, and fulfill its obligations and enforce its rights under any insurance so furnished, including any contracts of insurance of Old REMIC.

REMIC is empowered to insure permanent first mortgage loans made by financial institutions for multi-family housing accommodations, one to four family homes, and emergency, transitional or shelter housing ("Shelter Housing") located in the City of New York. This includes multi-family rental and cooperative buildings, owner-occupied one to four family homes, cooperative units, condominium units, Shelter Housing and mixed-use buildings, provided that, with respect to mixed-use buildings containing more than six dwelling units and Shelter Housing, the above-ground commercial space must contain less than 25% of the total above-ground square footage of the insured property. REMIC insurance coverage (the "Coverage Percentage") is limited by property type and loan type. Lenders can obtain up to 50% coverage on preservation loans (i.e., refinancing and/or acquisition loans), up to 75% on rehabilitation loans (i.e., permanent loans which replace construction or rehabilitation financing) and up to 100% on preservation or rehabilitation loans made by a public employee pension system or another public benefit corporation, including the Corporation, when such loan is funded with the proceeds of a bond issue.

REMIC Funds.

The REMIC Act establishes a housing insurance fund (the "HIF"), a mortgage insurance fund (the "REMIC MIF") and a REMIC premium reserve fund ("PRF"). REMIC is required to maintain the HIF to serve as a revolving fund for carrying out the provisions of the REMIC Act with respect to housing insurance contracts entered into by REMIC. The HIF requirement, as of any particular date of computation, is equal to an amount of money or cash equivalents equal to the aggregate of (a) the insured amounts of loans due and payable as of such date pursuant to its housing insurance contracts, plus (b) an amount equal to 20% of the insured amounts under REMIC's housing insurance contracts (other than insured amounts due and payable pursuant to clause (a) above) plus 20% of the amounts to be insured under REMIC's commitments to insure. Increases to the HIF are funded solely from monies...
from the PRF. The term “cash equivalent” means a letter of credit, insurance policy, surety, guarantee, indemnity or other security arrangement.

The REMIC Act provides that no monies shall be withdrawn from the HIF at any time in such amount as would reduce the amount in the HIF to less than the HIF requirement, except for the purpose of paying liabilities arising from housing insurance contracts as they come due and for the payment of which other monies are not available.

As of January 31, 2014, the HIF’s total liability against commitments and against housing insurance contracts in force was approximately $250 million. As of January 31, 2014, the HIF had a total loan amount on outstanding commitments and housing insurance contracts in force of approximately $1,087 million on 259 properties. As of January 31, 2014, the HIF was funded in cash or marketable securities in an amount at least equal to the HIF requirement.

REMIC is also required to maintain the REMIC MIF which serves as a revolving fund for carrying out the provisions of Old REMIC’s commitments to insure and insurance contracts which are known as “mortgage insurance contracts” rather than “housing insurance contracts.” The REMIC MIF requirement, as of any particular date of computation, is equal to an amount of money equal to the aggregate of (a) the insured amounts of loans due and payable as of such date pursuant to its mortgage insurance contracts plus (b) an amount equal to the greater of $7,500,000 or 20% of the insured amounts under REMIC’s mortgage insurance contracts (other than insured amounts due and payable pursuant to clause (a) above) plus 20% of the amounts to be insured under Old REMIC’s commitments to insure; provided, however, the REMIC MIF requirement will be decreased to an amount equal to the aggregate of (x) the amounts due and payable or insured under mortgage insurance contracts and (y) the amounts to be insured under Old REMIC commitments, when the total of such amounts is less than $7,500,000. Increases to the REMIC MIF are funded solely from monies from the PRF.

The REMIC Act provides that no monies shall be withdrawn from the REMIC MIF at any time in such amount as would reduce the amount in the REMIC MIF to less than the REMIC MIF requirement, except for the purpose of paying liabilities arising from mortgage insurance contracts as they become due and for the payment of which other monies are not available.

As of January 31, 2104, the REMIC MIF’s total liability against mortgage insurance contracts in force was $160,882. As of January 31, 2014, the REMIC MIF had a total loan amount on outstanding commitments and mortgage insurance contracts in force of $164,043 on two (2) properties. As of January 31, 2014, the REMIC MIF was funded in an amount at least equal to the REMIC MIF requirement.

REMIC also maintains the PRF to provide for payment of REMIC’s liabilities arising from its operations, its housing insurance contracts and its mortgage insurance contracts. All monies deposited in the PRF, whether from earned premiums, investment income or other sources, represent the excess over the REMIC MIF and HIF requirements. If the amounts in the HIF and the REMIC MIF are below their respective requirements, amounts in the PRF are available to restore these funds to their requirements. As of January 31, 2014, the PRF totaled approximately $34 million.

Claims for Loss.

As of January 31, 2014, Old REMIC and the REMIC MIF had paid a total of twelve (12) claims for loss on insurance policies under its mortgage insurance coverage in the aggregate amount of $598,291. As of January 31, 2014, the HIF had neither paid claims for loss nor had any policies in force on which claims for loss had been submitted.

The claims-paying ability of the HIF is rated “AA” by S&P. The REMIC MIF and the PRF are not rated by any recognized rating agency. Such ratings reflect only the respective views of such rating agencies, and an explanation of the significance of such ratings may be obtained from the rating agency furnishing the same. There is no assurance that this rating will be retained for any given period of time or that the same will not be revised downward or withdrawn entirely by the rating agency furnishing the same if, in its judgment, circumstances so warrant.
The payment of principal and interest on the Bonds is not secured by or payable from monies held in the HIF, the REMIC MIF or the PRF, and REMIC is not liable on the Bonds. The REMIC Act provides that all amounts in the HIF, with certain exceptions, shall be used solely for the payment of its liabilities arising from housing insurance contracts. Only monies in the HIF and the PRF will be available to REMIC for payment of REMIC's liabilities under the REMIC Insurance. There are no other dedicated sources of revenue to pay for the insurance obligations of REMIC. There can be no assurance that the amounts on deposit in the HIF and PRF will not be depleted through payment of liabilities arising with respect to insured mortgage loans other than REMIC-insured Mortgage Loans.

The audited financial statements of REMIC for the fiscal year ended October 31, 2013 are included in the audited financial statements of the Corporation for the fiscal year ended October 31, 2013 which are incorporated by reference in this Official Statement. Copies of the Annual Report of the Corporation, which includes information on REMIC, are available from REMIC at 110 William Street, New York, New York 10038, telephone: (212) 227-5500, or through its internet address: www.nychdc.com/subsidiaries/REMIC.html.

Benefits for the Mortgage Loans secured or expected to be secured by REMIC Insurance under HIF.

The REMIC Master Policy of Insurance (the “REMIC Policy”), which covers a specified percentage of the original Mortgage Loan amount for each insured Mortgage Loan on a first loss basis, requires each insured lender benefitting from REMIC Insurance (an “Insured”) to notify REMIC within forty-five (45) days after a payment default by a Mortgagor on an insured Mortgage Loan and to provide various additional notices during the period of default. When a Mortgagor fails to pay a total aggregate amount equal to four regular monthly payments of principal and interest, and any escrow payments due under the terms of an insured Mortgage Loan, disregarding any waivers or extensions by the Insured (termed “Four Months in Default” under the REMIC Policy), and assuming such notices have been timely submitted and other preconditions have been met, the Insured may make a claim for REMIC Insurance benefits.

Upon receipt of a notice of default under an insured Mortgage Loan, REMIC has the right to purchase the Mortgage Loan from the Insured for a price equal to the unpaid principal balance thereof and all “Allowed Costs” (defined to mean delinquent interest, taxes, attorney fees and the like) not previously reimbursed by REMIC. Thereafter, REMIC is to receive an assignment of the Mortgage Loan and all reserves held for the credit of the related Development. The Insured may also request, if the Mortgage Loan is Four Months in Default, that REMIC enter into (i) a periodic payment plan lasting no more than two years during which time the Insured is to receive from REMIC on a quarterly basis the amounts due on the Mortgage Loan net of the operating income from the Development assigned by the Mortgagor to the Insured, or (ii) where there is no reasonable expectation that there will be a cure of the Mortgage Loan default, a lump sum payment agreement requiring payment by REMIC to the Insured of an amount equal to the average of two quoted market valuations of the property plus the Coverage Percentage of Allowed Costs. At the end of the two year periodic payment plan period, any additional insurance benefits due to the Insured are to be paid by REMIC. In the case of both a periodic payment plan and a lump sum payment plan, total insurance benefits paid may not exceed the lesser of (x) the Coverage Percentage of the full Claim for Loss (defined below), or (y) the Coverage Percentage of the Mortgage Loan principal amount as initially insured.

Unless the related Mortgage Loan is purchased by REMIC, or a periodic payment plan or lump sum payment plan has been executed, as described above, the Insured is required by the REMIC Policy to commence proceedings to obtain title to the Development when the insured Mortgage Loan becomes Four Months in Default (although the Insured is free to commence such proceedings upon any default). However, upon consent of REMIC or satisfaction of certain other conditions, actions, including foreclosure proceedings, may be undertaken in which title to the property will pass to a third party.

In the event that the Insured obtains title to the Development, the Insured may present a claim under the REMIC Insurance and REMIC, at its option, will pay insurance benefits in either of the following amounts:

(a) the full “Claim for Loss,” consisting of the Mortgage Loan principal balance as of the date of default and Allowed Costs but net of reserves held for the Development and net of any portion of the claim attributable to
Insured fault or previously reimbursed to the Insured, in which case title to the Development is to be transferred to REMIC, or

(b) a percentage of the full Claim for Loss equal to the Coverage Percentage thereof, but not in excess of the Coverage Percentage of the Mortgage Loan principal amount as initially insured, in which case the Insured is to retain title to the Development.

If proceedings are undertaken in which title to the property passes to a third party, the Insured may claim under the REMIC Insurance for payment of the full Claim for Loss, net of the amounts realized by the Insured from such proceedings, but never in excess of the Coverage Percentage of the Mortgage Loan principal amount as initially insured.

For specific information on the coverage provided by REMIC Insurance, reference should be made to the applicable REMIC commitment and the Master Policy issued by REMIC, which are available at the offices of the Corporation.

The REMIC Insurance may terminate pursuant to its terms upon the occurrence of certain events including, without limitation, the nonpayment of renewal premium, the material modification of the Mortgage without the prior written approval of REMIC, and the disposal of property or collateral securing the Mortgage Loan prior to the final settlement of a claim for loss.

With respect to the Mortgage Loans insured or expected to be insured by REMIC, amounts in the HIF are available, and amounts in the REMIC MIF and the PRF are not available, to pay any liability incurred by REMIC with respect to such Mortgage Loans.

As of January 31, 2014, one hundred and eighty-four (184) permanent Mortgage Loans under the Program, with an aggregate outstanding Mortgage Loan balance of approximately $991 million are partially insured by REMIC.

REMIC makes no representation as to the contents of this Official Statement (other than this section), the suitability of the Bonds for any investor, the feasibility of the Developments, or compliance with any securities or tax laws and regulations which may relate to the issuance and sale of the Bonds.

REMIC’s role is limited to providing the coverage set forth in the REMIC Insurance.

SUBSIDY PROGRAM

New Housing Opportunities Program.

Each of the Developments received a subordinate loan from the Corporation under its the New Housing Opportunities Program ("New HOP"). The Corporation established New HOP in 1997 to finance the construction or substantial rehabilitation of affordable low, moderate and middle income housing in New York City which would not otherwise be produced by the ordinary operations of private enterprise. New HOP projects are financed with a first mortgage loan funded from variable or fixed-rate bonds proceeds and a second subordinate mortgage loan funded from the Corporation’s reserves. Each Development financed under New HOP is subject to a regulatory agreement restricting the rents to levels affordable to low, moderate and middle income households.

The subordinate loan was provided at 1% interest with fixed minimum payments of at least interest only [but may provide] for amortization, depending on underwriting criteria established by the Corporation.

NEW YORK FORECLOSURE PROCEEDINGS

Below are descriptions of current foreclosure procedures in New York State and current bankruptcy provisions for mortgage loans generally.

New York Foreclosure Procedures.
In order to recover the debt due on a defaulted mortgage loan, the holder of the mortgage loan may either commence an action on the mortgage debt or commence an action to foreclose the mortgage. New York law restricts the ability of the holder of a mortgage loan to simultaneously bring an action to recover the mortgage debt and foreclose the mortgage. For purposes of these restrictions, actions to recover the mortgage debt include actions against the party primarily liable on the mortgage debt, actions against any guarantor of the mortgage debt and actions on insurance policies insuring the mortgaged premises. If an election is made to commence an action to foreclose the mortgage, no other action on the mortgage debt may be commenced to recover any part of the mortgage debt without leave of court. If an election is made to commence an action on the mortgage debt, where final judgment has been rendered in such an action, an action may not be commenced to foreclose the mortgage unless the sheriff has been issued an execution against the property of the defendant, which has been returned wholly or partially unsatisfied. In addition, there is New York case law indicating that if an action is commenced on the mortgage debt where final judgment has not been rendered and a subsequent action is commenced to foreclose the mortgage, then the action on the mortgage debt must be stayed or discontinued to prevent the mortgagee from pursuing both actions simultaneously.

Where a foreclosure action is brought, every person having an estate or interest in possession or otherwise in the property whose interest is claimed to be subject and subordinate to the mortgage must be made a party defendant to the action in order to have its interest in the property extinguished. At least twenty (20) days before a final judgment directing a sale is rendered, the mortgagee must file, in the clerk’s office for the county where the mortgaged property is located, a notice of the pendency of the action. Judicial foreclosure in New York is a lengthy process, as judicial intervention is required at all stages, including but not limited to (1) the appointment of a referee to compute the amount due, (2) the appointment of a receiver to operate the property during the pendency of the action, (3) the confirmation of the referee’s oath and report, (4) the issuance of the judgment of foreclosure and sale, (5) the confirmation of the sale, and (6) the issuance of a deficiency judgment and/or rights to surplus monies. If during the pendency of the action the mortgagor pays into court the amount due for principal and interest and the costs of the action together with the expenses of the proceedings to sell, if any, the court will (i) dismiss the complaint without costs against the mortgagee if the payment is made before judgment directing the sale or (ii) stay all proceedings upon judgment if the payment is made after judgment directing sale but before sale.

Where the mortgage debt remains partly unsatisfied after the sale of the property, the court, upon application, may award the mortgagee a deficiency judgment for the unsatisfied portion of the mortgage debt, or as much thereof as the court may deem just and equitable, against a mortgagor who has appeared or has been personally served in the action. Prior to entering a deficiency judgment the court determines the fair and reasonable market value of the mortgaged premises as of the date such premises were bid in at auction or such nearest earlier date as there shall have been any market value thereof. In calculating the deficiency judgment, the court will reduce the amount to which the mortgagee is entitled by the higher of the sale price of the mortgaged property and the fair market value of the mortgaged property as determined by the court.

The mortgagee may also, at its discretion, negotiate with the delinquent mortgagor to offer a deed in lieu of foreclosure to the mortgagee, where appropriate. In some situations this would allow the mortgagee to reduce the cost of, and the time involved in, acquiring the property.

The Mortgage Loans are non-recourse to the Mortgagor. Therefore, the Corporation may only have limited rights to pursue the enforcement of an action on the debt. Consequently, with respect to such Mortgage Loans, the above provisions relating to an action on the mortgage debt, as opposed to a foreclosure action, are not applicable.
PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT