

**2016 SERIES J-1 SUPPLEMENT DATED DECEMBER 8, 2016**

to

**OFFICIAL STATEMENT DATED DECEMBER 8, 2016**

**Relating to**

**\$158,000,000\***

**NEW YORK CITY HOUSING DEVELOPMENT CORPORATION**

**Multi-Family Housing Revenue Bonds,**

**2016 Series J-1 (Sustainable Neighborhood Bonds)**

This 2016 Series J-1 Supplement (the “2016 Series J-1 Supplement”) sets forth certain information supplementary to that contained in the Official Statement, dated December 8, 2016 (the “Official Statement”), relating to the Multi-Family Housing Revenue Bonds, 2016 Series J-1 (the “2016 Series J-1 Bonds”) issued by the New York City Housing Development Corporation (the “Corporation”).

The information contained in this 2016 Series J-1 Supplement should be read together with the Official Statement. *This 2016 Series J-1 Supplement in general describes the 2016 Series J-1 Bonds only upon and after the Conversion (defined below) and only for so long as (i) the Credit Enhancement Agreement (defined below) is in effect, (ii) the 2016 Series J-1 Bonds bear interest at the Index Floating Rate and (iii) no Post-Conversion Tender Date (defined herein) has occurred.* Unless otherwise defined in this 2016 Series J-1 Supplement, all terms used herein shall have the same meanings as set forth in the Official Statement.

The Federal Home Loan Mortgage Corporation (“Freddie Mac”) has agreed that upon completion of the 2016 Series J Development and the satisfaction of certain other conditions, it will issue a direct pay Credit Enhancement Agreement (the “Credit Enhancement Agreement”) with respect to the 2016 Series J-1 Bonds to The Bank of New York Mellon, as trustee for the 2016 Series J-1 Bonds (the “Trustee”). The delivery of the Credit Enhancement Agreement and the satisfaction of certain other conditions set forth in the 2016 Series J Supplemental Resolution and the Construction Phase Financing Agreement (as defined herein) shall constitute the “Conversion” of the 2016 Series J Mortgage Loan.

The Resolutions provide that, if the Conversion occurs, the 2016 Series J Mortgage Loan will thereupon be released from the lien of the General Resolution and the 2016 Series J-1 Bonds will thereupon become a series of bonds that is separately secured from all other Bonds issued and to be issued under the General Resolution such that, after the date of the Conversion, no Revenues or assets pledged under the General Resolution will be available for the payment of the principal or Redemption Price of or interest on the 2016 Series J-1 Bonds and no revenues or assets pledged under the 2016 Series J Supplemental Resolution shall under any circumstances (including, but not limited to, the occurrence of an Event of Default under the General Resolution) be available for the payment of the principal or Redemption Price of or Sinking Fund Payments or interest on any Bonds (other than the 2016 Series J-1 Bonds) issued or to be issued under the General Resolution.

If the Conversion occurs, payments of the principal of and interest on the 2016 Series J-1 Bonds and the Purchase Price of the 2016 Series J-1 Bonds will thereupon be secured by a direct pay obligation under the Credit Enhancement Agreement.

If delivered, the Credit Enhancement Agreement will terminate on the sixth (6th) day following the thirtieth (30th) anniversary of the date on which Conversion occurs, unless earlier terminated as described herein. If the Conversion occurs, Freddie Mac’s obligations to make advances to the Trustee upon the proper presentation of documents which conform to the terms and conditions of the Credit Enhancement Agreement will be irrevocable.

From and after the Conversion, the 2016 Series J-1 Bonds will be subject to redemption, and optional and mandatory tender for purchase, under the circumstances described in this 2016 Series J-1 Supplement.

**The 2016 Series J-1 Bonds are special 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 2016 Series J-1 Bonds are not a debt of the State of New York or of The City of New York and neither the State nor the City shall be liable thereon, nor shall the 2016 Series J-1 Bonds be payable out of any funds of the Corporation other than those of the Corporation pledged therefor. The Corporation has no taxing power.**

IF THE CONVERSION OCCURS, FREDDIE MAC’S OBLIGATIONS WITH RESPECT TO THE 2016 SERIES J-1 BONDS WILL BE SOLELY AS PROVIDED IN THE CREDIT ENHANCEMENT AGREEMENT. THE OBLIGATIONS OF FREDDIE MAC UNDER THE CREDIT ENHANCEMENT AGREEMENT WILL BE OBLIGATIONS SOLELY OF FREDDIE MAC, A SHAREHOLDER-OWNED GOVERNMENT SPONSORED ENTERPRISE ORGANIZED UNDER THE LAWS OF THE UNITED STATES OF AMERICA. FREDDIE MAC WILL HAVE NO OBLIGATION TO PURCHASE, DIRECTLY OR INDIRECTLY, ANY OF THE 2016 SERIES J-1 BONDS, BUT WILL BE OBLIGATED, PURSUANT TO THE CREDIT ENHANCEMENT AGREEMENT, TO PROVIDE FUNDS TO THE TRUSTEE TO PAY THE PURCHASE PRICE OF THE 2016 SERIES J-1 BONDS UNDER THE CIRCUMSTANCES DESCRIBED HEREIN. THE 2016 SERIES J-1 BONDS ARE NOT A DEBT OF THE UNITED STATES OF AMERICA OR ANY OTHER AGENCY OR INSTRUMENTALITY OF THE UNITED STATES OF AMERICA OR OF FREDDIE MAC. THE 2016 SERIES J-1 BONDS ARE NOT GUARANTEED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA.

---

\* The principal amount of the 2016 Series J-1 Bonds upon Conversion is subject to further reduction as described in “SUMMARY OF CERTAIN PROVISIONS OF THE CONSTRUCTION PHASE FINANCING AGREEMENT” herein and as a result of any redemption of 2016 Series J-1 Bonds on or prior to the Conversion Date.

This 2016 Series J-1 Supplement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2016 Series J-1 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, salesman or other person has been authorized by the New York City Housing Development Corporation or any of the Underwriters for the 2016 Series J-1 Bonds named on the inside cover pages of the Official Statement (collectively, the “Underwriters”) to give any information or to make any representations other than as contained in the Official Statement and this 2016 Series J-1 Supplement. 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 obtained from the New York City Housing Development Corporation, the Mortgagor (as defined herein), Freddie Mac and 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 Underwriters 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 2016 Series J-1 Supplement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the New York City Housing Development Corporation, the Mortgagor or Freddie Mac since the date hereof. The Underwriters, the New York City Housing Development Corporation and Freddie Mac disclaim responsibility to update the information contained in the Official Statement or this 2016 Series J-1 Supplement.

Freddie Mac has not provided or approved any information in this 2016 Series J-1 Supplement or the Official Statement except with respect to the description under the heading “FREDDIE MAC” in this 2016 Series J-1 Supplement, takes no responsibility for any other information contained in this 2016 Series J-1 Supplement or the Official Statement, and makes no representation as to the contents of this 2016 Series J-1 Supplement or the Official Statement. Without limiting the foregoing, Freddie Mac makes no representation as to the suitability of the 2016 Series J-1 Bonds for any investor, the feasibility or performance of the 2016 Series J Development, or compliance with any securities, tax or other laws or regulations. Freddie Mac’s role with respect to the 2016 Series J-1 Bonds is limited to issuing and discharging its obligations under the Credit Enhancement Agreement and exercising the rights reserved to it in the 2016 Series J Supplemental Resolution and the Reimbursement Agreement.

THESE SECURITIES 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 ADEQUACY OF THIS 2016 SERIES J-1 SUPPLEMENT OR THE OFFICIAL STATEMENT.

The Underwriters have provided the following sentence for inclusion in this 2016 Series J-1 Supplement. The Underwriters have reviewed the information in this 2016 Series J-1 Supplement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

## TABLE OF CONTENTS

	<b>Page</b>
INTRODUCTION .....	1
SECURITY FOR THE 2016 SERIES J-1 BONDS .....	2
THE 2016 SERIES J DEVELOPMENT AND THE MORTGAGOR .....	4
FREDDIE MAC.....	6
DESCRIPTION OF THE 2016 SERIES J-1 BONDS .....	7
General .....	7
Interest Rate Change .....	9
Optional and Mandatory Tender of 2016 Series J-1 Bonds for Purchase.....	9
Payment of Tendered 2016 Series J-1 Bonds .....	12
Redemption Provisions for 2016 Series J-1 Bonds.....	13
Selection of Bonds to be Redeemed .....	14
Notice of Redemption .....	14
SUMMARY OF CERTAIN PROVISIONS OF THE CONSTRUCTION PHASE FINANCING AGREEMENT .....	15
SUMMARY OF CERTAIN PROVISIONS OF THE REIMBURSEMENT AGREEMENT.....	15
CONTINUING DISCLOSURE .....	17
BOOK-ENTRY ONLY SYSTEM.....	17
CERTAIN LEGAL MATTERS.....	18
RATING .....	18
TAX MATTERS.....	18
FURTHER INFORMATION .....	18
MISCELLANEOUS .....	18
APPENDIX A SUMMARY OF CERTAIN PROVISIONS OF THE 2016 SERIES J SUPPLEMENTAL RESOLUTION .....	A-1
APPENDIX B FORM OF CONTINUING DISCLOSURE AGREEMENT.....	B-1

**2016 SERIES J-1 SUPPLEMENT DATED DECEMBER 8, 2016**

to

**OFFICIAL STATEMENT DATED DECEMBER 8, 2016**

Relating to

**\$158,000,000\***

**NEW YORK CITY HOUSING DEVELOPMENT CORPORATION  
Multi-Family Housing Revenue Bonds,  
2016 Series J-1 (Sustainable Neighborhood Bonds)**

This 2016 Series J-1 Supplement (the “2016 Series J-1 Supplement”) sets forth certain information supplementary to that contained in the Official Statement, dated December 8, 2016 (the “Official Statement”), relating to the Multi-Family Housing Revenue Bonds, 2016 Series J-1 (the “2016 Series J-1 Bonds”) issued by the New York City Housing Development Corporation (the “Corporation”).

This information contained in this 2016 Series J-1 Supplement should be read together with the Official Statement. *This 2016 Series J-1 Supplement in general describes the 2016 Series J-1 Bonds only upon and after the Conversion (defined below) and only for so long as (i) the Credit Enhancement Agreement (defined below) is in effect, (ii) the 2016 Series J-1 Bonds bear interest at the Index Floating Rate and (iii) no Post-Conversion Tender Date (defined herein) has occurred.* Unless otherwise defined in this 2016 Series J-1 Supplement, all terms used herein shall have the same meanings as set forth in the Official Statement.

**INTRODUCTION**

The proceeds of the 2016 Series J-1 Bonds are expected to be used by the Corporation to finance one (1) Mortgage Loan (the “2016 Series J Mortgage Loan”) for the construction of one (1) Development (the “2016 Series J Development”). See “PLAN OF FINANCING—2016 Series J Mortgage Loan” in the Official Statement.

The Federal Home Loan Mortgage Corporation (“Freddie Mac”) has agreed that upon completion of the 2016 Series J Development and the satisfaction of certain other conditions, it will issue a direct pay Credit Enhancement Agreement (the “Credit Enhancement Agreement”) with respect to the 2016 Series J-1 Bonds to The Bank of New York Mellon, as trustee for the 2016 Series J-1 Bonds (the “Trustee”). The delivery of the Credit Enhancement Agreement and the satisfaction of certain other conditions set forth in the 2016 Series J Supplemental Resolution and the Construction Phase Financing Agreement (as defined herein) shall constitute the “Conversion” of the 2016 Series J Mortgage Loan.

The Resolutions provide that, if the Conversion occurs, the 2016 Series J Mortgage Loan will thereupon be released from the lien of the General Resolution and the 2016 Series J-1 Bonds will thereupon become a series of bonds that is separately secured from all other Bonds issued and to be issued under the General Resolution such that, after the date of the Conversion, no Revenues or assets pledged under the General Resolution will be available for the payment of the principal or Redemption Price of or interest on the 2016 Series J-1 Bonds and no revenues or assets pledged under the 2016 Series J

---

\* The principal amount of the 2016 Series J-1 Bonds upon Conversion is subject to further reduction as described in “SUMMARY OF CERTAIN PROVISIONS OF THE CONSTRUCTION PHASE FINANCING AGREEMENT” herein and as a result of any redemption of 2016 Series J-1 Bonds on or prior to the Conversion Date.

Supplemental Resolution shall under any circumstances (including, but not limited to, the occurrence of an Event of Default under the General Resolution) be available for the payment of the principal or Redemption Price of or Sinking Fund Payments or interest on any Bonds (other than the 2016 Series J-1 Bonds) issued or to be issued under the General Resolution.

The 2016 Series J-1 Bonds are special obligations of the Corporation that, if the Conversion occurs, will thereafter be payable solely from payments under the 2016 Series J Mortgage Loan and other 2016 Series J Revenues pledged therefor under the 2016 Series J Supplemental Resolution, including any investment earnings thereon, all as provided in accordance with the terms of the 2016 Series J Supplemental Resolution. In addition, if the Conversion occurs, the 2016 Series J-1 Bonds will thereafter be payable from advances under the Credit Enhancement Agreement or any Alternate Security. The 2016 Series J-1 Bonds are not a debt of the State of New York or The City of New York and neither the State nor the City shall be liable thereon, nor shall the 2016 Series J-1 Bonds be payable out of any funds of the Corporation other than those of the Corporation pledged therefor. The Corporation has no taxing power.

### **SECURITY FOR THE 2016 SERIES J-1 BONDS**

If the Conversion occurs, the Mortgage and the Mortgage Note will thereupon be amended and restated (as amended and restated, the “Mortgage” and the “Mortgage Note”, respectively). Payment of the 2016 Series J-1 Bonds will thereupon be secured only by the 2016 Series J Mortgage Loan and the 2016 Series J Revenues or assets pledged under the 2016 Series J Supplemental Resolution, and not by any other mortgage loan or revenues or assets pledged under any other resolution, including, but not limited to, the General Resolution.

If the Conversion occurs, the Corporation will, pursuant to the terms of the 2016 Series J Supplemental Resolution and an Assignment and Intercreditor Agreement (the “Assignment”) to be entered into by and among the Corporation, the Trustee and Freddie Mac and acknowledged by CJ Plaza One LLC and BRP JAMSTA TC Owner LLC (collectively, the “Mortgagor”), thereupon assign and deliver to Freddie Mac and the Trustee, as their interests may appear, subject to the reservation of certain rights by the Corporation, all of its right, title and interest in and to the 2016 Series J Mortgage Loan and the Mortgage Documents, including the Financing Agreement to be entered into between the Mortgagor and the Corporation. Freddie Mac will have the right under the Assignment to direct the Trustee to assign the Mortgage Note and the Mortgage to Freddie Mac in certain events.

The Mortgagor will be required under the Mortgage Note to make payments sufficient to pay principal of and interest on the 2016 Series J-1 Bonds. If the Conversion occurs, the Mortgagor will thereupon enter into a Reimbursement and Security Agreement (the “Reimbursement Agreement”) with Freddie Mac pursuant to which the Mortgagor will agree to reimburse Freddie Mac for any payments made by Freddie Mac under the Credit Enhancement Agreement. Failure of the Mortgagor to make payments when due under the 2016 Series J Mortgage Loan or the Reimbursement Agreement will result in an event of default under the 2016 Series J Mortgage Loan and the Reimbursement Agreement and may, at the option of Freddie Mac, result in a mandatory tender or redemption of all or a portion of the 2016 Series J-1 Bonds. See “DESCRIPTION OF THE 2016 SERIES J-1 BONDS—Credit Facility Provider’s Right to Cause a Mandatory Tender for Purchase of 2016 Series J-1 Bonds upon an Event of Termination” and “—Redemption Provisions for 2016 Series J-1 Bonds—Mandatory Redemption Following an Event of Termination” herein. See also “SUMMARY OF CERTAIN PROVISIONS OF THE REIMBURSEMENT AGREEMENT” herein.

### Credit Enhancement Agreement

The following description of the form of the Credit Enhancement Agreement attached to the Construction Phase Financing Agreement and to be delivered upon Conversion of the 2016 Series J Mortgage Loan does not purport to be complete or to cover all sections of the Credit Enhancement Agreement. Reference is made to the Construction Phase Financing Agreement (to which is attached the form of Credit Enhancement Agreement), which will be on file with the Trustee, for the complete terms of such form of Credit Enhancement Agreement and the rights, duties and obligations of Freddie Mac and the Trustee under the Credit Enhancement Agreement upon its delivery.

If the Conversion occurs, the Mortgagor will thereupon cause Freddie Mac to execute and deliver a direct pay Credit Enhancement Agreement to the Trustee for the 2016 Series J-1 Bonds.

Upon presentation by the Trustee of documents required by the Credit Enhancement Agreement and subject to the terms and conditions thereof, Freddie Mac will advance funds under such Credit Enhancement Agreement to the Trustee with respect to the payment of (i) the principal amount of the Mortgage Note to enable the Trustee to pay the principal amount of the 2016 Series J-1 Bonds (other than 2016 Series J-1 Bonds that are Purchased Bonds) when due by reason of maturity, redemption or acceleration; (ii) an amount equal to interest on the 2016 Series J Mortgage Loan to enable the Trustee to pay interest for up to 95 days' interest (computed at the Maximum Rate) on the 2016 Series J-1 Bonds (other than 2016 Series J-1 Bonds that are Purchased Bonds) when due; and (iii) the Corporation's regularly scheduled fee, if such fee is not paid by the Mortgagor to the Corporation in a timely manner.

Freddie Mac will also advance funds under the Credit Enhancement Agreement to the Trustee with respect to the payment of the principal amount of the 2016 Series J-1 Bonds and up to 95 days' interest thereon (computed at the Maximum Rate) in order to pay the Purchase Price of 2016 Series J-1 Bonds tendered to the Trustee as Tender Agent and not remarketed.

The Credit Enhancement Agreement terminates on the first to occur of (a) the date the 2016 Series J-1 Bonds shall have been paid in full, (b) the sixth (6th) day following the thirtieth (30th) anniversary of the date on which Conversion occurs, (c) the date on which the Trustee, after having received sufficient funds to redeem all of the 2016 Series J-1 Bonds Outstanding in accordance with the terms of the 2016 Series J Supplemental Resolution, shall have released all monies or securities held by it pursuant to the 2016 Series J Supplemental Resolution and shall have paid to Freddie Mac all amounts required to be paid under the 2016 Series J Supplemental Resolution, the Financing Agreement, the Reimbursement Agreement or the Credit Enhancement Agreement, and (d) the second Business Day following the effective date of any Alternate Security.

The Credit Enhancement Agreement constitutes a "Credit Facility" and the "Initial Credit Facility" under the 2016 Series J Supplemental Resolution and Freddie Mac constitutes a "Credit Facility Provider" and the "Initial Credit Facility Provider" under the 2016 Series J Supplemental Resolution.

FREDDIE MAC'S OBLIGATIONS WITH RESPECT TO THE 2016 SERIES J-1 BONDS ARE SOLELY AS PROVIDED IN THE CREDIT ENHANCEMENT AGREEMENT. THE OBLIGATIONS OF FREDDIE MAC UNDER THE CREDIT ENHANCEMENT AGREEMENT WILL BE OBLIGATIONS SOLELY OF FREDDIE MAC, A SHAREHOLDER OWNED GOVERNMENT SPONSORED ENTERPRISE ORGANIZED UNDER THE LAWS OF THE UNITED STATES OF AMERICA, AND WILL NOT BE BACKED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA. THE 2016 SERIES J-1 BONDS ARE NOT A DEBT OF THE UNITED STATES OF AMERICA OR ANY OTHER AGENCY OR INSTRUMENTALITY OF THE UNITED

STATES OF AMERICA OR OF FREDDIE MAC. THE 2016 SERIES J-1 BONDS ARE NOT GUARANTEED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA.

### **THE 2016 SERIES J DEVELOPMENT AND THE MORTGAGOR**

The information in this section supplements the information in the Official Statement under “PLAN OF FINANCING—2016 Series J Mortgage Loan” with respect to the 2016 Series J Mortgage Loan and the 2016 Series J Development.

#### The 2016 Series J Development

The 2016 Series J-1 Bonds are being issued to finance a portion of the 2016 Series J Mortgage Loan for the construction of the 2016 Series J Development located at 147-40 Archer Avenue, Jamaica in the Borough of Queens in the City of New York, and certain other costs related thereto. The 2016 Series J Development is known as The Crossing at Jamaica Station High Rise. It is anticipated that, if the Conversion occurs, the outstanding principal balance of the 2016 Series J Mortgage Loan upon the Conversion will be \$158,000,000.

The 2016 Series J Development is anticipated to be a 28-story mixed use building, with a total of five hundred thirty-eight (538) residential apartments plus one superintendent’s unit and approximately 24,969 square feet of commercial space, a parking garage with approximately 187 parking spaces and amenities for the residential tenants. The 2016 Series J Development is anticipated to contain ninety-eight (98) studio apartments, two hundred two (202) one-bedroom apartments, two hundred sixteen (216) two-bedroom apartments plus one two-bedroom apartment for the superintendent and twenty-two (22) three-bedroom apartments. Approximately 17% of the apartments (“Low Income Apartments”) will be made available to households whose incomes are not more than 60% of New York City area median income (“AMI”) at initial occupancy; approximately 19% of the apartments (“Moderate Income Apartments”) will be made available to households whose incomes are not more than 130% of AMI at initial occupancy; approximately 9% of the apartments will be made available to households whose incomes are not more than 145% of AMI at initial occupancy; and approximately 56% of the apartments will be made available to households whose incomes are not more than 165% of AMI at initial occupancy. The 2016 Series J Development is anticipated to be subjected to a condominium declaration and will consist of four (4) condominium units. One condominium unit will consist of the Low Income Apartments (“Low Income Rental Unit”), one condominium unit will consist of the balance of the apartments (the “Other Rental Unit”), one condominium unit will consist of the commercial area and one condominium unit will consist of the parking garage.

In addition to the 2016 Series J Mortgage Loan, the Mortgagor anticipates to receive subordinate financing at below-market interest rates from the Corporation and the New York State Housing Finance Agency (“HFA”). The rental apartments in the 2016 Series J Development will be subject to restrictive covenants affecting the use and occupancy of the 2016 Series J Development including restrictions on rents, which, in the case of the Low Income Apartments and fifteen (15) of the Moderate Income Apartments, will continue in perpetuity.

The Mortgagor expects to obtain a forty-year exemption from real estate taxes for the residential portion of the 2016 Series J Development in accordance with Article XI of the Private Housing Finance Law of the State of New York, which exemption will require all residential units in the 2016 Series J Development to be subject to rent regulation in accordance with the New York City Rent Stabilization Code.

Due to the inherent uncertainty of future events and conditions, including, without limitation, general interest rate levels, no assurance can be given that revenues generated by the 2016 Series J Development will be sufficient to pay debt service on the 2016 Series J Mortgage Loan, operating expenses of the 2016 Series J Development, Freddie Mac fees, Trustee fees, and fees owed to the Corporation. The ability of the Mortgagor to generate sufficient revenues will be affected by a variety of factors including, but not limited to, the maintenance of a sufficient level of occupancy, the requirement that the rent charged for the Low Income Apartments be substantially below market rates, the requirement that the rent charged for the Moderate Income Apartments be below market rates, the level of rents prevailing in the market with respect to the 2016 Series J Development other than the Low Income Apartments and the Moderate Income Apartments, the ability to achieve increases in rents to cover increases in debt service and operating expenses, the level of operating expenses, the cost of interest rate hedges, 2016 Series J Development management, adverse changes in applicable laws and regulations, and general economic conditions and other factors in the metropolitan area surrounding the 2016 Series J Development. Furthermore, adverse changes may occur from time to time with respect to any of the preceding factors or other factors or events which may have a negative impact on the occupancy level and rental income of the 2016 Series J Development. Failure of the Mortgagor to make payments under the 2016 Series J Mortgage Loan will result in an event of default under the Reimbursement Agreement and may, at the option of Freddie Mac, result in a mandatory tender or redemption in whole or in part of the 2016 Series J-1 Bonds. See “SUMMARY OF CERTAIN PROVISIONS OF THE REIMBURSEMENT AGREEMENT” herein.

#### The Mortgagor

Upon Conversion, it is anticipated that HP JAMSTA Housing Development Fund Company, Inc., a New York not-for-profit corporation (the “HDFC”) will hold legal title to the 2016 Series J Development pursuant to nominee agreements with CJ Plaza One LLC, a New York limited liability company, the beneficial owner of the 2016 Series J Development, other than the Low Income Rental Unit (the “Moderate Mortgagor”) and BRP JAMSTA TC Owner LLC (the “LIHTC Mortgagor” and collectively with the Moderate Mortgagor, the “Mortgagor” and each individually, a “Mortgagor”), a New York limited liability company, the beneficial owner of the Low Income Rental Unit. Each Mortgagor will be jointly and severally liable under the Mortgage, the Mortgage Note and the Reimbursement Agreement. The HDFC’s interest in the 2016 Series J Development will be subject to the Mortgage but the HDFC will not be liable under the Mortgage, the Mortgage Note and the Reimbursement Agreement. The Moderate Mortgagor was formed in 2014 for the purposes of acquiring and developing the 2016 Series J Development and ultimately owning and operating the Other Rental Unit and the condominium units containing the commercial space and the parking garage. The LIHTC Mortgagor was formed in 2015 for the purposes of acquiring and developing and ultimately owning and operating the Low Income Rental Unit. As such, neither Mortgagor has previously engaged in any business operations, has any historical earnings or has any material assets other than its interest in the 2016 Series J Development. The Mortgage Loan is a non-recourse obligation of the Mortgagor with respect to which their members have no personal liability and as to which the members have not pledged for the benefit of the Bondholders any of their assets, other than their interests in the 2016 Series J Development and its rents, profits and proceeds. Accordingly, it is expected that none of the Mortgagors will have any sources of funds to make payments on the 2016 Series J Mortgage Loan other than revenues generated by the 2016 Series J Development.

The members of each Mortgagor are entities controlled by (a) individuals affiliated with BRP Development Corporation (“BRP Individuals”) and (b) affiliates of Goldman Sachs Group, Inc., with BRP Individuals being responsible for day to day management of each Mortgagor. The BRP Individuals collectively have over 30 years of experience in developing affordable housing in New York City. Their

developments include low and moderate-income housing as well as luxury condominiums, together totaling over 1,400 units.

## **FREDDIE MAC**

The information presented under this caption “FREDDIE MAC” has been supplied by Freddie Mac. None of the Corporation, the Trustee, the Mortgagor or any Underwriter has independently verified such information, and none assumes responsibility for the accuracy of such information. The information is qualified in its entirety by reference to the Incorporated Documents, as defined below.

Freddie Mac is a shareholder-owned government-sponsored enterprise created on July 24, 1970 pursuant to the Federal Home Loan Mortgage Corporation Act, Title III of the Emergency Home Finance Act of 1970, as amended, 12 U.S.C. §§ 1451-1459 (the “Freddie Mac Act”). Freddie Mac’s statutory mission is (i) to provide stability in the secondary market for residential mortgages; (ii) to respond appropriately to the private capital market; (iii) to provide ongoing assistance to the secondary market for residential mortgages (including activities relating to mortgages on housing for low- and moderate-income families involving a reasonable economic return that may be less than the return earned on other activities); and (iv) to promote access to mortgage credit throughout the United States (including central cities, rural areas and underserved areas) by increasing the liquidity of mortgage financing. Neither the United States nor any agency or instrumentality of the United States is obligated, either directly or indirectly, to fund the mortgage purchase or financing activities of Freddie Mac or to guarantee Freddie Mac’s securities or obligations.

Freddie Mac’s principal business consists of the purchase of (i) first-lien, conventional residential mortgages subject to certain maximum loan limits and other underwriting requirements under the Freddie Mac Act and (ii) securities backed by such mortgages. Freddie Mac finances its mortgage purchases and mortgage-backed securities purchases through the issuance of a variety of securities, primarily pass-through mortgage participation certificates and unsecured debt, as well as with cash and equity capital.

On September 7, 2008, the Director of the Federal Housing Finance Agency (“FHFA”) appointed FHFA as conservator of Freddie Mac in accordance with the Federal Housing Finance Reform Act of 2008 (the “Reform Act”) and the Federal Housing Enterprises Financial Safety and Soundness Act of 1992. On September 7, 2008, in connection with the appointment of FHFA as conservator, Freddie Mac and the U.S. Department of the Treasury (“Treasury”) entered into a Senior Preferred Stock Purchase Agreement. Also, pursuant to its authority under the Reform Act, Treasury announced that it has established the Government Sponsored Enterprise Credit Facility (a lending facility to ensure credit availability to Freddie Mac, Fannie Mae, and the Federal Home Loan Banks that will provide secured funding on an as needed basis under terms and conditions established by the Treasury Secretary to protect taxpayers) and a program under which Treasury will purchase Government Sponsored Enterprise (including Freddie Mac) mortgage-backed securities (MBS) in the open market. The announcements by FHFA and Treasury and descriptions of these programs are available at their respective websites: <http://www.OFHFO.gov> and <http://www.Treasury.gov>.

Freddie Mac registered its common stock with the U.S. Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934 (the “Exchange Act”), effective July 18, 2008. As a result, Freddie Mac files annual, quarterly and current reports, proxy statements and other information with the SEC. Prior to July 18, 2008, Freddie Mac prepared an annual Information Statement (containing annual financial disclosures and audited consolidated financial statements) and Information Statement Supplements (containing periodic updates to the annual Information Statement).

As described below, Freddie Mac incorporates certain documents by reference in this 2016 Series J-1 Supplement, which means that Freddie Mac is disclosing information to you by referring you to those documents rather than by providing you with separate copies. Freddie Mac incorporates by reference in this 2016 Series J-1 Supplement its proxy statement, and all documents that Freddie Mac files with the SEC pursuant to Section 13(a), 13(c) or 14 of the Exchange Act, after July 18, 2008 and prior to the completion of the offering of the 2016 Series J-1 Bonds, excluding any information that Freddie Mac may “furnish” to the SEC but that is not deemed to be “filed.” Freddie Mac also incorporates by reference its Registration Statement on Form 10, in the form declared effective by the SEC on July 18, 2008 (the “Registration Statement”). These documents are collectively referred to as the “Incorporated Documents” and are considered part of this 2016 Series J-1 Supplement. You should read this 2016 Series J-1 Supplement, in conjunction with the Incorporated Documents. Information that Freddie Mac incorporates by reference will automatically update information in this 2016 Series J-1 Supplement. Therefore, you should rely only on the most current information provided or incorporated by reference in this 2016 Series J-1 Supplement.

You may read and copy any document Freddie Mac files with the SEC at the SEC’s public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. These SEC filings are also available to the public from the SEC’s web site at <http://www.sec.gov>.

Freddie Mac makes no representations as to the contents of the Official Statement and this 2016 Series J-1 Supplement, the suitability of the 2016 Series J-1 Bonds for any investor, the feasibility of performance of any project, or compliance with any securities, tax or other laws or regulations. Freddie Mac’s role is limited to discharging its obligations under the Credit Enhancement Agreement.

FREDDIE MAC’S OBLIGATIONS WITH RESPECT TO THE 2016 SERIES J-1 BONDS ARE SOLELY AS PROVIDED IN THE CREDIT ENHANCEMENT AGREEMENT. THE OBLIGATIONS OF FREDDIE MAC UNDER THE CREDIT ENHANCEMENT AGREEMENT WILL BE OBLIGATIONS SOLELY OF FREDDIE MAC, A SHAREHOLDER-OWNED, GOVERNMENT-SPONSORED ENTERPRISE ORGANIZED UNDER THE LAWS OF THE UNITED STATES OF AMERICA. FREDDIE MAC HAS NO OBLIGATION TO PURCHASE, DIRECTLY OR INDIRECTLY, ANY OF THE 2016 SERIES J-1 BONDS, BUT WILL BE OBLIGATED, PURSUANT TO THE CREDIT ENHANCEMENT AGREEMENT, TO PROVIDE FUNDS TO THE TRUSTEE TO PAY THE PURCHASE PRICE OF THE 2016 SERIES J-1 BONDS UNDER THE CIRCUMSTANCES DESCRIBED HEREIN. THE 2016 SERIES J-1 BONDS ARE NOT A DEBT OF THE UNITED STATES OF AMERICA, ANY AGENCY THEREOF, OR OF FREDDIE MAC, AND ARE NOT GUARANTEED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA OR BY FREDDIE MAC.

## DESCRIPTION OF THE 2016 SERIES J-1 BONDS

### General

**This section, “DESCRIPTION OF THE 2016 SERIES J-1 BONDS,” in general describes the 2016 Series J-1 Bonds only upon and after the Conversion and only for so long as (i) the Credit Enhancement Agreement is in effect, (ii) the 2016 Series J-1 Bonds bear interest at the Index Floating Rate and (iii) no Post-Conversion Tender Date has occurred.** The terms of the 2016 Series J-1 Bonds prior to the Conversion are described in the Official Statement under “DESCRIPTION OF THE INDEX FLOATING RATE BONDS.”

The 2016 Series J-1 Bonds will bear interest at a floating rate reset quarterly based on an interest rate index as described herein (the “Index Floating Rate”) and are subject to optional and mandatory tender as described herein. The 2016 Series J-1 Bonds will mature on the dates and in the amounts set forth on the inside cover pages of the Official Statement.

Interest on the 2016 Series J-1 Bonds shall be payable on each 2016 Series J Reset Date (as defined below) and on any Change Date (as defined under “Mandatory Tender of 2016 Series J-1 Bonds for Purchase on Interest Method Change Date, Facility Change Date and Discretionary Tender Date” below), and shall be computed on the basis of a 360-day year for the actual number of days elapsed. The 2016 Series J-1 Bonds will bear interest from the Conversion Date at a variable rate equal to Three-Month LIBOR (as defined below) plus eighty-seven hundredths percent (0.87%) (except as described under “Interest Rate Change” below). Three-Month LIBOR with respect to a Floating Rate Term beginning on a particular 2016 Series J Reset Date shall be determined by the Trustee on the Determination Date which immediately precedes such 2016 Series J Reset Date. If the Conversion Date is a day other than a 2016 Series J Reset Date, Three-Month LIBOR for the portion of a Floating Rate Term from and after the Conversion Date shall be as last determined by the Trustee (on the Determination Date which immediately precedes the 2016 Series J Reset Date immediately preceding the Conversion Date). The 2016 Series J-1 Bonds will be subject to a maximum interest rate of twelve percent (12%) per annum (the “Index Floating Rate Maximum Rate”). The variable rate on the 2016 Series J-1 Bonds shall be established for each Floating Rate Term (or portion thereof commencing on the Conversion Date, if the Conversion Date is other than a 2016 Series J Reset Date) and shall, with respect to such Floating Rate Term (or such portion), be in effect from the 2016 Series J Reset Date that is the first day of such Floating Rate Term (or from the Conversion Date, as applicable), until (but not including) the next 2016 Series J Reset Date (or earlier Interest Method Change Date or date of redemption of all of the 2016 Series J-1 Bonds).

No later than the close of business on the second Business Day following each Determination Date, the Trustee shall give notice of the interest rate determined on such Determination Date to the Corporation and to each Bond owner of the 2016 Series J-1 Bonds who has filed its name and address with the Trustee for such purpose.

For the purposes of this section “DESCRIPTION OF THE 2016 SERIES J-1 BONDS,” the following terms shall have the following meaning:

“Determination Date” means the date which is two (2) London Banking Days prior to the next 2016 Series J Reset Date. A “London Banking Day” is any date on which commercial banks in London are open for general business (including dealings in foreign exchange and foreign currency deposits).

“Floating Rate Term” means the period commencing on a 2016 Series J Reset Date and ending on the last calendar day prior to the next succeeding 2016 Series J Reset Date.

“Three-Month LIBOR” means the greater of (a) zero percent (0%) per annum or (b) the per annum rate for deposits in United States dollars for three (3) months which appears on the Bloomberg Screen US0003M<Index>HP or another page of that or any other financial reporting service in general use in the financial services industry (or any successor thereto) (“LIBOR Page”) as of 11:00 a.m., London, England time, on a Determination Date. If on a Determination Date such rate does not appear on the LIBOR Page, the Trustee will request the principal London office of each of at least two major banks, determined by the Trustee, that are engaged in transactions in the London interbank market, to provide the Trustee with its offered quotation for United States dollar deposits for three (3) months to prime banks in the London interbank market as of 11:00 a.m., London, England time, on such date. If at least two such major banks provide the Trustee with such offered quotations, “Three-Month LIBOR” on such date will

be the greater of (a) zero percent (0%) per annum or (b) the arithmetic mean (rounded, if necessary, to the nearest one-sixteenth of a percent, with a one thirty-second being rounded upwards) of all such quotations. If on such date fewer than two of the major banks provide the Trustee with such an offered quotation, “Three-Month LIBOR” on such date will be the greater of (a) zero percent (0%) per annum or (b) the arithmetic mean (rounded, if necessary, to the nearest one-sixteenth of a percent, with a one thirty-second being rounded upwards) of the offered rates which one or more leading banks in the City of New York (other than the Trustee or another bank owned by, or affiliated with, the Trustee) are quoting as of 11:00 a.m., New York City time, on such date to leading European banks for United States dollar deposits for three (3) months; provided, however, that if such banks are not quoting as described above, “Three-Month LIBOR” will be the “Three-Month LIBOR” applicable to the most recent Floating Rate Term for which “Three-Month LIBOR” was available.

“2016 Series J Reset Date” means February 1, May 1, August 1 and November 1 of each year.

### Interest Rate Change

The 2016 Series J-1 Bonds are subject to conversion to an alternate method of determining the interest rate thereon and to conversion to an interest rate fixed to maturity, in either case upon the terms and conditions described herein and with the prior written consent of the Credit Facility Provider, on a 2016 Series J Reset Date that is a Business Day (or on the first Business Day next succeeding a 2016 Series J Reset Date that is not a Business Day) or on the Post-Conversion Tender Date (if any).

No change in the method of determining the interest rate on the 2016 Series J-1 Bonds shall be made unless the Trustee has received, at least 30 days prior to the date on which the method of determining the interest rate on the 2016 Series J-1 Bonds is to change (the “Interest Method Change Date”), among other things, (1) a Certificate of an Authorized Officer of the Mortgagor accompanied by the written consent of the Corporation specifying (a) the date which is to be the Interest Method Change Date and (b) the method of determining the interest rate which shall take effect on such date, and (2) a Bond Counsel’s Opinion to the effect that the proposed change in the method of determining the interest rate on the 2016 Series J-1 Bonds is consistent with the provisions of the 2016 Series J Supplemental Resolution.

The Corporation may cancel the Interest Method Change Date in its discretion or if any of the conditions to the Interest Method Change Date cannot be satisfied. In such event, the new method of determining the interest rate on the 2016 Series J-1 Bonds shall not take effect and the related mandatory tender shall be canceled.

### Optional and Mandatory Tender of 2016 Series J-1 Bonds for Purchase

#### Purchase of 2016 Series J-1 Bonds on Demand of Owners

On any date on or after the fifth anniversary of the Conversion Date, an owner of 2016 Series J-1 Bonds may deliver to the Corporation a written notice in a form satisfactory to the Corporation (said notice to be irrevocable and effective upon receipt) (the “Post-Conversion Tender Notice”) stating such owner’s election that such 2016 Series J-1 Bonds be purchased at a price equal to 100% of the principal amount thereof, plus accrued interest to the purchase date (the “Purchase Price”) on the Post-Conversion Tender Date to be determined as described below. However, no 2016 Series J-1 Bonds of any owner shall be purchased on the Post-Conversion Tender Date unless the owners of all of the 2016 Series J-1 Bonds shall have timely delivered the Post-Conversion Tender Notice for all 2016 Series J-1 Bonds on a single date.

The “Post-Conversion Tender Date” shall be the fourth 2016 Series J Reset Date next succeeding the date on which the Corporation receives the Post-Conversion Tender Notice (or if such 2016 Series J Reset Date is not a Business Day, the next succeeding Business Day); provided, however, that at any time after the Corporation’s receipt of the Post-Conversion Tender Notice and prior to such fourth 2016 Series J Reset Date (or next succeeding Business Day, as the case may be), the Corporation with the prior written consent of the Credit Facility Provider and the Mortgagor may deliver to the Trustee, the Tender Agent, the Remarketing Agent, the Mortgagor and the Servicer a written notice (an “Early Post-Conversion Tender Date Notice”) specifying an earlier Business Day (not earlier than the fifteenth day after the Corporation’s delivery of such notice to the Trustee) as the Post-Conversion Tender Date, and, in such event, the Post-Conversion Tender Date shall be such earlier Business Day. No later than the close of business on the day it receives an Early Post-Conversion Tender Date Notice, the Trustee shall mail a copy thereof to the owners of the 2016 Series J-1 Bonds at their last address appearing on the registry books.

Any 2016 Series J-1 Bonds as to which a Post-Conversion Tender Notice is received as described above shall be purchased at the Purchase Price from the owner thereof on the Post Conversion Tender Date, upon delivery to the Tender Agent, at or prior to 12:00 noon, New York City time, on the Post-Conversion Tender Date, of such 2016 Series J-1 Bonds to be purchased with an appropriate endorsement for transfer to the Tender Agent or accompanied by a bond power endorsed in blank.

Any 2016 Series J-1 Bonds not so delivered to the Tender Agent on or prior to the purchase date (“Undelivered 2016 Series J-1 Bonds”) for which there has been irrevocably deposited in trust with the Trustee or the Tender Agent an amount of moneys sufficient to pay the Purchase Price of such Undelivered 2016 Series J-1 Bonds shall be deemed to have been purchased at the Purchase Price. IN THE EVENT OF A FAILURE BY AN OWNER OF 2016 SERIES J-1 BONDS TO DELIVER ITS 2016 SERIES J-1 BONDS ON OR PRIOR TO THE PURCHASE DATE, SAID OWNER SHALL NOT BE ENTITLED TO ANY PAYMENT (INCLUDING ANY INTEREST TO ACCRUE SUBSEQUENT TO THE PURCHASE DATE) OTHER THAN THE PURCHASE PRICE FOR SUCH UNDELIVERED 2016 SERIES J-1 BONDS, AND ANY UNDELIVERED 2016 SERIES J-1 BONDS SHALL NO LONGER BE ENTITLED TO THE BENEFITS OF THE 2016 SERIES J SUPPLEMENTAL RESOLUTION, EXCEPT FOR THE PAYMENT OF THE PURCHASE PRICE THEREFOR.

Mandatory Tender of 2016 Series J-1 Bonds for Purchase on Interest Method Change Date, Facility Change Date and Discretionary Tender Date

The 2016 Series J-1 Bonds shall be subject to mandatory tender for purchase on (i) any Interest Method Change Date, (ii) any Facility Change Date (other than in connection with the delivery of the Credit Enhancement Agreement) and (iii) any Discretionary Tender Date (an Interest Method Change Date, any such Facility Change Date and a Discretionary Tender Date are each a “Change Date”), at the Purchase Price.

“Interest Method Change Date” means any date on which the method of determining the interest rate on the 2016 Series J-1 Bonds is to change, as established pursuant to the 2016 Series J Supplemental Resolution (see “Interest Rate Change” above).

“Discretionary Tender Date” means a date, specified by the Corporation (with the prior written consent of the Credit Facility Provider, provided that such consent shall not be required if an Act of Bankruptcy with respect to the Credit Facility Provider has occurred) in a written notice delivered to the Trustee, upon which all of the 2016 Series J-1 Bonds shall be subject to mandatory tender at the Purchase Price, provided that such date (i) shall not be earlier than fifteen (15) days following receipt by the

Trustee of such written notice and (ii) shall be a 2016 Series J Reset Date that is a Business Day (or the first Business Day next succeeding a 2016 Series J Reset Date that is not a Business Day).

“Facility Change Date” means (i) any date on which a new Credit Facility, a Liquidity Facility or a Mortgage Purchase Agreement replaces the Credit Enhancement Agreement or (ii) the date that is two (2) Business Days before any date on which the Credit Enhancement Agreement terminates or expires and is not extended or replaced.

The Trustee shall deliver, or mail by first class mail, postage prepaid, a notice not later than fifteen (15) days prior to the Change Date to the owner of each 2016 Series J-1 Bond, at its address shown on the registration books of the Corporation held by the Trustee. Any notice given in such manner shall be conclusively presumed to have been duly given, whether or not the owner receives such notice. Such notice shall set forth, in substance, the Change Date and reason therefor, that all owners of 2016 Series J-1 Bonds shall be deemed to have tendered their 2016 Series J-1 Bonds for purchase on the Change Date, and the Purchase Price for such 2016 Series J-1 Bonds.

Owners of 2016 Series J-1 Bonds shall be required to tender their 2016 Series J-1 Bonds to the Tender Agent for purchase at the Purchase Price on the Change Date with an appropriate endorsement for transfer to the Tender Agent, or accompanied by a bond power endorsed in blank. Any Undelivered 2016 Series J-1 Bonds for which there has been irrevocably deposited in trust with the Trustee or Tender Agent an amount of moneys sufficient to pay the Purchase Price of such Undelivered 2016 Series J-1 Bonds shall be deemed to have been purchased at the Purchase Price on the Change Date. IN THE EVENT OF A FAILURE BY AN OWNER OF 2016 SERIES J-1 BONDS TO DELIVER ITS 2016 SERIES J-1 BONDS ON OR PRIOR TO THE CHANGE DATE, SAID OWNER SHALL NOT BE ENTITLED TO ANY PAYMENT (INCLUDING ANY INTEREST TO ACCRUE SUBSEQUENT TO THE CHANGE DATE) OTHER THAN THE PURCHASE PRICE FOR SUCH UNDELIVERED 2016 SERIES J-1 BONDS, AND ANY UNDELIVERED 2016 SERIES J-1 BONDS SHALL NO LONGER BE ENTITLED TO THE BENEFITS OF THE 2016 SERIES J SUPPLEMENTAL RESOLUTION, EXCEPT FOR THE PAYMENT OF THE PURCHASE PRICE THEREFOR.

The Corporation may, in its discretion, cancel a Change Date (other than a Change Date that is a Facility Change Date described in clause (ii) of the definition thereof), in which case the related mandatory tender shall be canceled. In addition, if the conditions to a Change Date are not satisfied, such Change Date shall be canceled and the related mandatory tender shall be canceled. The Corporation shall promptly notify the Trustee of any such cancellation and the Trustee shall thereupon deliver, or mail by first class mail, postage prepaid, a notice of such cancellation to the owner of each 2016 Series J Bond, at its address shown on the registration books of the Corporation held by the Trustee.

Credit Facility Provider’s Right to Cause a Mandatory Tender for Purchase of 2016 Series J-1 Bonds upon an Event of Termination

Pursuant to the 2016 Series J Supplemental Resolution, for so long as the Credit Facility is in effect, upon the receipt by the Trustee of written notice from the Credit Facility Provider that one or more events of default have occurred under the Reimbursement Agreement (defined in the 2016 Series J Supplemental Resolution as an “Event of Termination”), including, but not limited to, a default under the 2016 Series J Mortgage Loan or a failure to reimburse the Credit Facility Provider under the Reimbursement Agreement, the Credit Facility Provider may specify a date (an “Event of Termination Tender Date”) on which all or a portion of the 2016 Series J-1 Bonds shall be subject to mandatory tender for purchase, which Event of Termination Tender Date shall not be later than eight (8) days following receipt by the Trustee of the direction to purchase such 2016 Series J-1 Bonds. If only a portion of the 2016 Series J-1 Bonds are to be subject to mandatory tender for purchase, the particular 2016 Series J-1

Bonds to be tendered (which shall be in authorized denominations) shall be selected by the Trustee by lot, using such method as it shall determine in its sole discretion, except that the Trustee shall not select any 2016 Series J-1 Bond for tender which would result in any remaining 2016 Series J-1 Bond not being in an authorized denomination as provided in the 2016 Series J Supplemental Resolution. Upon receipt of such written notice from the Credit Facility Provider, the Trustee shall immediately deliver by overnight express mail or courier service, a notice of mandatory tender for purchase to the owner of each 2016 Series J-1 Bond to which such notice relates at its address shown on the registration books of the Corporation held by the Trustee. Any notice given in such manner shall be conclusively presumed to have been duly given, whether or not the owner receives such notice. See “SUMMARY OF CERTAIN PROVISIONS OF THE REIMBURSEMENT AGREEMENT” herein.

Any notice of mandatory tender of 2016 Series J-1 Bonds relating to an Event of Termination specified by the Credit Facility Provider shall set forth, in substance, the Event of Termination Tender Date and reason therefor, that all owners of affected 2016 Series J-1 Bonds shall be deemed to have tendered their 2016 Series J-1 Bonds for purchase on the Event of Termination Tender Date and the Purchase Price for such 2016 Series J-1 Bonds. Owners of 2016 Series J-1 Bonds to which a notice of mandatory tender for purchase relates shall be required to tender their 2016 Series J-1 Bonds to the Tender Agent for purchase at the Purchase Price on the Event of Termination Tender Date with an appropriate endorsement for transfer to the Tender Agent, or accompanied by a bond power endorsed in blank. Any Undelivered 2016 Series J-1 Bonds for which there has been irrevocably deposited in trust with the Trustee or Tender Agent an amount of moneys sufficient to pay the Purchase Price of such Undelivered 2016 Series J-1 Bonds shall be deemed to have been purchased at the Purchase Price on the Event of Termination Tender Date. IN THE EVENT OF A FAILURE BY AN OWNER OF AFFECTED 2016 SERIES J-1 BONDS TO DELIVER ITS 2016 SERIES J-1 BONDS ON OR PRIOR TO THE EVENT OF TERMINATION TENDER DATE, SAID OWNER SHALL NOT BE ENTITLED TO ANY PAYMENT (INCLUDING ANY INTEREST TO ACCRUE SUBSEQUENT TO THE EVENT OF TERMINATION TENDER DATE) OTHER THAN THE PURCHASE PRICE FOR SUCH UNDELIVERED 2016 SERIES J-1 BONDS, AND ANY UNDELIVERED 2016 SERIES J-1 BONDS SHALL NO LONGER BE ENTITLED TO THE BENEFITS OF THE 2016 SERIES J SUPPLEMENTAL RESOLUTION, EXCEPT FOR THE PAYMENT OF THE PURCHASE PRICE THEREFOR.

#### Payment of Tendered 2016 Series J-1 Bonds

The Corporation will be obligated to pay the Purchase Price of 2016 Series J-1 Bonds, on any date on which such 2016 Series J-1 Bonds are required to be purchased as described under “Optional and Mandatory Tender of 2016 Series J-1 Bonds for Purchase” above, only from proceeds of a remarketing of such 2016 Series J-1 Bonds (if any), funds advanced under the Credit Enhancement Agreement as described below and any other monies available from and held under the 2016 Series J Supplemental Resolution.

Freddie Mac will advance funds under the Credit Enhancement Agreement to the Trustee up to the principal amount of tendered 2016 Series J-1 Bonds and accrued but unpaid interest thereon in order to pay the Purchase Price of 2016 Series J-1 Bonds tendered to the Trustee as Tender Agent and not remarketed pursuant to the Resolutions. Freddie Mac’s obligation to make advances to the Trustee upon the proper presentation of documents that conform to the terms and conditions of the Credit Enhancement Agreement are irrevocable.

The failure to pay the Purchase Price of tendered 2016 Series J-1 Bonds constitutes a 2016 Series J Event of Default. See Appendix A—“Summary of Certain Provisions of the 2016 Series J-1

Supplemental Resolution—2016 Series J Events of Default and Event of Termination” and “—Remedies.”

#### Redemption Provisions for 2016 Series J-1 Bonds

After the Conversion Date, the 2016 Series J-1 Bonds will be subject to optional, mandatory redemption and sinking fund redemption prior to maturity, as described below.

##### Optional Redemption

The 2016 Series J-1 Bonds will be subject to redemption, at the option of the Corporation, in whole or in part, at any time prior to maturity on any 2016 Series J Reset Date, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2016 Series J-1 Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date. The consent of the Credit Facility Provider shall be required for such redemption, except if an Act of Bankruptcy with respect to the Credit Facility Provider has occurred.

##### Mandatory Redemption from 2016 Series J Recoveries of Principal

The 2016 Series J-1 Bonds will be subject to mandatory redemption, in whole or in part, at any time prior to maturity, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2016 Series J-1 Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date, to the extent of: (a) 2016 Series J Recoveries of Principal resulting from (i) proceeds from the acceleration of payments due under the 2016 Series J Mortgage Loan or other remedial proceedings taken in the event of a default thereon, including proceeds of the sale of any Acquired Project, (ii) proceeds of insurance awards resulting from damage or destruction of the Project financed by the 2016 Series J Mortgage Loan, which proceeds are required to be applied to payment of the Mortgage Note pursuant to the Mortgage, or (iii) proceeds of a condemnation award resulting from the taking by condemnation (or by agreement of interested parties in lieu of condemnation) by any governmental body or any person, firm or corporation acting under governmental authority, of title to or any interest in or the temporary use of, the Project financed by the 2016 Series J Mortgage Loan or any portion thereof, which proceeds are required to be applied to payment of the Mortgage Note pursuant to the Mortgage, and (b) any other monies made available under the 2016 Series J Supplemental Resolution in connection with the redemptions described in clause (a) above.

The 2016 Series J-1 Bonds will be subject to mandatory redemption, in whole or in part, at any time prior to maturity (with the prior written consent of the Credit Facility Provider, if any; provided that no such consent shall be required if an Act of Bankruptcy with respect to the Credit Facility Provider has occurred), at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2016 Series J-1 Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date, to the extent of (a) 2016 Series J Recoveries of Principal resulting from the advance payment of amounts to become due pursuant to the 2016 Series J Mortgage Loan, at the option of the Mortgagor, and (b) any other monies made available under the 2016 Series J Supplemental Resolution in connection with the redemptions described in clause (a) above.

##### Mandatory Redemption on Bankruptcy of Credit Facility Provider

The 2016 Series J-1 Bonds will be subject to mandatory redemption, in whole, at any time prior to maturity, if, within thirty (30) days after an Act of Bankruptcy of the Credit Facility Provider, the Trustee has not received a new Credit Facility, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2016 Series J-1 Bonds to be redeemed, plus accrued interest to the Redemption Date.

### Mandatory Redemption upon Declaration of Acceleration Following a 2016 Series J-1 Event of Default

The 2016 Series J-1 Bonds will be subject to mandatory redemption, in whole, at any time prior to maturity, without notice, upon a declaration of acceleration by the Trustee as a remedy for a 2016 Series J Event of Default under the 2016 Series J Supplemental Resolution, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2016 Series J-1 Bonds to be redeemed, plus accrued interest to the Redemption Date (which Redemption Date shall be the date of such declaration of acceleration).

### Mandatory Redemption Following an Event of Termination

The 2016 Series J-1 Bonds will be subject to mandatory redemption, in whole or in part, at any time prior to maturity, without notice, upon a declaration of acceleration by the Trustee as a remedy for an Event of Termination under the 2016 Series J Supplemental Resolution, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the 2016 Series J-1 Bonds or portions thereof to be so redeemed, plus accrued interest to the Redemption Date (which Redemption Date shall be the date of such declaration of acceleration).

### Sinking Fund Redemption

The 2016 Series J-1 Bonds will be subject to redemption at a Redemption Price equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest to the date of redemption thereof, from mandatory Sinking Fund Payments which are required to be made in amounts sufficient to redeem on the dates and in the principal amounts set forth in a Certificate of an Authorized Officer of the Corporation delivered to the Trustee on or prior to the Conversion Date. No later than the close of business on the day it receives said Certificate, the Trustee is to mail a copy thereof to the owners of the 2016 Series J-1 Bonds at their last addresses appearing on the registry books.

Upon the redemption of any 2016 Series J-1 Bonds, other than by application of Sinking Fund Payments, an amount equal to the principal amount of the 2016 Series J-1 Bonds so redeemed shall be credited toward the next Sinking Fund Payment thereafter to become due with respect to the 2016 Series J-1 Bonds and the amount of any excess of the amounts so credited over the amount of such Sinking Fund Payment shall be credited by the Trustee against future Sinking Fund Payments in direct chronological order, unless otherwise instructed in writing by an Authorized Officer at the time of such redemption.

### Selection of Bonds to be Redeemed

In the event of redemption of less than all of the 2016 Series J-1 Bonds, the Trustee shall select the 2016 Series J-1 Bonds to be redeemed by lot, using such method of selection as it shall deem proper in its sole discretion. Notwithstanding anything to the contrary contained in the General Resolution or the 2016 Series J Supplemental Resolution, no 2016 Series J-1 Bond shall be selected for redemption if the portion of such 2016 Series J-1 Bond remaining after such redemption would not be in a denomination authorized by the 2016 Series J Supplemental Resolution.

### Notice of Redemption

When the Trustee receives notice from the Corporation of its election or direction to redeem 2016 Series J-1 Bonds, or is otherwise required to redeem all or a portion of 2016 Series J-1 Bonds, the Trustee will give notice, in the name of the Corporation, of the redemption of such 2016 Series J-1 Bonds or portions thereof. Such notice will specify the 2016 Series J-1 Bonds to be redeemed, the Redemption Date, any conditions precedent to such redemption and the place or places where amounts due upon such redemption will be payable. Not less than fifteen (15) days before the Redemption Date for the 2016

Series J-1 Bonds (other than a Redemption Date that is also a mandatory tender date), the Trustee is to mail a copy of such notice to the registered owners of any 2016 Series J-1 Bonds, or portions thereof, which are to be redeemed, at their last addresses appearing upon the registry books. The foregoing provisions of this paragraph do not apply in the case of a redemption described above under “Mandatory Redemption upon Declaration of Acceleration Following a 2016 Series J-1 Event of Default” and “Mandatory Redemption Following an Event of Termination.” Interest will not be payable on any 2016 Series J-1 Bonds or portions thereof after the Redemption Date if notice has been given, or is not required to be given, and if sufficient monies have been deposited with the Trustee to pay the principal or applicable Redemption Price of and interest on such 2016 Series J-1 Bonds on such date and all conditions precedent, if any, to such redemption shall have been satisfied.

#### **SUMMARY OF CERTAIN PROVISIONS OF THE CONSTRUCTION PHASE FINANCING AGREEMENT**

The following statements are a brief summary of certain provisions of the Construction Phase Financing Agreement. This summary does not purport to be complete, and reference is made to the Construction Phase Financing Agreement for a full and complete statement of the provisions thereof, including for a complete list of the conditions to Conversion. A copy of the Construction Phase Financing Agreement is on file with the Trustee.

The Construction Phase Financing Agreement to be delivered at the initial issuance of the 2016 Series J-1 Bonds (the “Construction Phase Financing Agreement”) among Freddie Mac, Goldman Sachs Bank USA, RICHMAC Funding LLC, and acknowledged and accepted by the Mortgagor, requires that certain conditions be satisfied on or prior to December 1, 2019 (as such date may be extended by Freddie Mac subject to the satisfaction of certain conditions as set forth therein but without Bondholder consent) in order for Conversion to occur, including, but not limited to, completion of the 2016 Series J Development, the achievement of certain occupancy levels, the meeting of certain debt coverage ratio requirements, and that the Federal Home Loan Bank of New York (or another financial institution acceptable to Freddie Mac) must be the sole holder of the 2016 Series J-1 Bonds and must not have exercised any optional tender or put right available thereto with respect to the 2016 Series J-1 Bonds prior to Conversion. The outstanding principal amount of the 2016 Series J Mortgage Loan upon Conversion cannot exceed \$158,000,000, and if the debt coverage ratio requirements are not met in accordance with the Construction Phase Financing Agreement, the Mortgagor may be required to prepay the 2016 Series J Mortgage Loan in an amount sufficient to meet such debt coverage ratio requirement as a condition to Conversion.

#### **SUMMARY OF CERTAIN PROVISIONS OF THE REIMBURSEMENT AGREEMENT**

The following statements are a brief summary of certain provisions of the form of the Reimbursement Agreement attached to the Construction Phase Financing Agreement and to be delivered upon Conversion of the 2016 Series J Mortgage Loan. The summary does not purport to be complete, and reference is made to the Construction Phase Financing Agreement (to which is attached the form of Reimbursement Agreement) for a full and complete statement of the provisions of such form of Reimbursement Agreement. Capitalized terms used in this section and not otherwise defined will have the meanings given them in the form of Reimbursement Agreement attached to the Construction Phase Financing Agreement. A copy of the Construction Phase Financing Agreement is on file with the Trustee.

The obligations of the Mortgagor to Freddie Mac will be evidenced by a Reimbursement and Security Agreement (the “Reimbursement Agreement”) between the Mortgagor and Freddie Mac. The

Reimbursement Agreement will govern obligations of the Mortgagor to Freddie Mac on account of Freddie Mac providing its credit enhancement pursuant to the Credit Enhancement Agreement.

Under the Reimbursement Agreement, the Mortgagor will promise to repay Freddie Mac all sums of money Freddie Mac has advanced to the Trustee for the principal payments of or the interest on the Mortgage Loan, any payments made for Purchased Bonds upon a failed remarketing and any payment made of the Corporation's regularly scheduled fee. The Reimbursement Agreement will also provide that the Mortgagor will pay the Freddie Mac Credit Facility Fee (as set forth in the Reimbursement Agreement), the Servicing Fee and other fees and expenses as provided therein.

Under the provisions of the Reimbursement Agreement, Freddie Mac may declare an Event of Default if:

(a) the Mortgagor shall fail to pay when due any amount payable by the Mortgagor under the Reimbursement Agreement, including, without limitation, any fees, costs or expenses;

(b) the Mortgagor shall fail to perform its obligations under the Reimbursement Agreement with respect to certain negative covenants or the requirement to maintain certain interest rate hedges when required under the Reimbursement Agreement;

(c) the Mortgagor shall fail to observe or perform any other term, covenant, condition or agreement set forth in the Reimbursement Agreement, which failure continues for a period of 30 days after notice of such failure by Freddie Mac to Mortgagor (unless such default cannot with due diligence be cured within 30 days but can be cured within a reasonable period and will not, in Freddie Mac's sole discretion, adversely affect Freddie Mac or result in impairment of the Reimbursement Agreement, the Mortgage, any hedge, the Reimbursement Mortgage or any other Reimbursement Security Document (as defined in the Reimbursement Agreement), in which case no Event of Default shall be deemed to exist so long as Mortgagor shall have commenced to cure the default or Event of Default within 30 days after receipt of notice, and thereafter diligently and continuously prosecutes such cure to completion). However, no such notice or grace periods shall apply in the case of any such failure which could, in Freddie Mac's judgment, absent immediate exercise by Freddie Mac of a right or remedy under the Reimbursement Agreement, result in harm to Freddie Mac, impairment of the Reimbursement Agreement, the Mortgage, any hedge, the Reimbursement Mortgage, any other Reimbursement Security Document or any other security given under any other Owner Document (as defined in the Reimbursement Agreement);

(d) the Mortgagor shall fail to observe or perform any other term, covenant, condition or agreement set forth in any of the other Owner Documents or there shall otherwise occur an "Event of Default" under the Reimbursement Mortgage or an event of default under any of the other Owner Documents (taking into account any applicable cure period);

(e) any representation or warranty made by or on behalf of the Mortgagor in the Reimbursement Agreement, in any other Owner Document or in any certificate delivered by the Mortgagor to Freddie Mac or to the Servicer pursuant to the Reimbursement Agreement or any other Owner Document shall be inaccurate or incorrect in any material respect when made or deemed made; or

(f) a default or an event of default occurs under the terms of any other indebtedness permitted to be incurred by the Mortgagor (after taking into account any applicable cure period).

Upon an Event of Default, Freddie Mac may declare all the obligations of the Mortgagor under the Reimbursement Agreement to be immediately due and payable, in which case all such obligations

shall become due and payable, without presentment, demand, protest or notice of any kind, including notice of default, notice of intent to accelerate or notice of acceleration. In addition to the foregoing, Freddie Mac may take any other action at law or equity without notice or demand, as it deems advisable, to protect and enforce its rights against the Mortgagor in and to the 2016 Series J Development, if any. Upon the occurrence of an Event of Default under the Reimbursement Agreement, Freddie Mac has the option to keep the 2016 Series J-1 Bonds outstanding or cause a mandatory tender or redemption of the 2016 Series J-1 Bonds.

Freddie Mac shall have the right, to be exercised in its discretion, to waive any Event of Default under the Reimbursement Agreement. Unless such waiver expressly provides to the contrary, any waiver so granted shall extend only to the specific event or occurrence and not to any other similar event or occurrence which occurs subsequent to the date of such waiver.

The obligations of the Mortgagor under the Reimbursement Agreement will be secured by the Reimbursement Mortgage. The Reimbursement Mortgage will be subordinate to the Mortgage, subject to the terms of the Assignment. Bondholders will have no rights under and are not third-party beneficiaries under the Reimbursement Mortgage.

The Reimbursement Agreement may be amended by Freddie Mac and the Mortgagor without the consent of, or notice to, the Corporation, the Trustee or the holders of the 2016 Series J-1 Bonds.

#### **CONTINUING DISCLOSURE**

If the Conversion occurs, the undertakings of the Mortgagor described in the following paragraph will thereupon commence and the Corporation's undertakings with respect to the 2016 Series J-1 Bonds described under the heading "CONTINUING DISCLOSURE" in Part I of the Official Statement will thereupon terminate.

CJ Plaza One LLC and BRP JAMSTA TC Owner LLC (referred to herein collectively as the "Mortgagor") have undertaken to provide their audited financial statements and certain financial information and operating data by not later than one hundred eighty (180) days after the end of each fiscal year of such entities (which fiscal year currently ends on December 31), commencing with the report for the fiscal year ending on the first December 31 after the Conversion occurs (the "Annual Report"), and to provide notices of the occurrence after the Conversion occurs of certain enumerated events. The Annual Report and such event notices are required to be filed by the Mortgagor with the Municipal Securities Rulemaking Board. The specific nature of the information to be contained in the Annual Report, and the specific event notice requirements, are described in Appendix B—"FORM OF CONTINUING DISCLOSURE AGREEMENT." The Mortgagor has never entered into any previous agreement in connection with Rule 15c2-12 prior to the issuance of the 2016 Series J-1 Bonds.

The Corporation has no obligation to monitor the Mortgagor's compliance with any of the above-described undertakings or any other obligations of the Mortgagor described in Appendix B—"FORM OF CONTINUING DISCLOSURE AGREEMENT."

#### **BOOK-ENTRY ONLY SYSTEM**

The 2016 Series J-1 Bonds will be issued, and from and after the Conversion will remain, in book-entry only form and, when issued will be, and from and after the Conversion will remain, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York. See "BOOK-ENTRY ONLY SYSTEM" in Part I of the Official Statement.

## **CERTAIN LEGAL MATTERS**

Certain legal matters will be passed upon for the Mortgagors by Katten Muchin Rosenman LLP, New York, New York. Certain legal matters will be passed upon for Freddie Mac by its Office of General Counsel and by its Special Counsel, Ballard Spahr LLP, Washington, D.C. It is anticipated that certain legal matters will be passed upon on the Conversion Date for the Mortgagors by Katten Muchin Rosenman LLP, New York, New York, and for Freddie Mac by its Office of General Counsel and by its Special Counsel, Ballard Spahr LLP, Washington, D.C.

## **RATING**

If the Conversion occurs, the ratings assigned to the 2016 Series J-1 Bonds upon the initial issuance thereof will thereupon be withdrawn. Upon initial issuance of the 2016 Series J-1 Bonds, no rating will be assigned to the 2016 Series J-1 Bonds applicable thereto for the period beginning on the Conversion Date. On the Conversion Date, Moody's Investors Service, Inc., is expected to assign to the 2016 Series J-1 Bonds a rating based on the Credit Enhancement Agreement.

## **TAX MATTERS**

See "TAX MATTERS—Taxable Bonds" in Part I of the Official Statement for a brief summary of certain United States Federal income tax consequences of the acquisition, ownership and disposition of the 2016 Series J-1 Bonds by original purchasers of the 2016 Series J-1 Bonds who are "U.S. Holders," as defined therein.

## **FURTHER INFORMATION**

The information contained in this 2016 Series J-1 Supplement is subject to change without notice and no implication should be derived therefrom or from the sale of the 2016 Series J-1 Bonds that there has been no change in the affairs of the Corporation from the date hereof. Pursuant to the 2016 Series J Supplemental Resolution, the Corporation has covenanted to keep proper books of record and account in which full, true and correct entries will be made of all its dealings and transactions under the 2016 Series J Supplemental Resolution and to cause such books to be audited for each fiscal year. The 2016 Series J Supplemental Resolution requires that such books be open to inspection by the Trustee and the owners of not less than 5% of the 2016 Series J-1 Bonds outstanding issued thereunder during regular business hours of the Corporation.

Additional information may be obtained upon request to New York City Housing Development Corporation, 110 William Street, 10th Floor, New York, New York 10038, (212) 227-5500 or through its internet address: [www.nychdc.com](http://www.nychdc.com).

## **MISCELLANEOUS**

Any statement in this 2016 Series J-1 Supplement involving matters of opinion, whether or not expressly so stated, are intended as such, and not as representations of fact. This 2016 Series J-1 Supplement is not to be construed as an agreement or contract between the Corporation and the purchasers or owners of any 2016 Series J-1 Bonds.

This 2016 Series J-1 Supplement is submitted in connection with the issuance of the 2016 Series J-1 Bonds and may not be reproduced or used, as a whole or in part, for any other purpose. This 2016 Series J-1 Supplement and the distribution thereof has been duly authorized and approved by the Corporation and this 2016 Series J-1 Supplement has been duly executed and delivered on behalf of the Corporation.

NEW YORK CITY HOUSING DEVELOPMENT  
CORPORATION

By:           /s/ Eric Enderlin            
Eric Enderlin  
President

## APPENDIX A

### SUMMARY OF CERTAIN PROVISIONS OF THE 2016 SERIES J SUPPLEMENTAL RESOLUTION

Set forth below are abridged or summarized excerpts of certain sections of the 2016 Series J Supplemental Resolution applicable upon and after the Conversion. The excerpts set forth below do not purport to be complete or to cover all sections of the 2016 Series J Supplemental Resolution. Reference is made to the 2016 Series J Supplemental Resolution, copies of which are on file with the Corporation and the Trustee, for a complete statement of the rights, duties and obligations of the Corporation, the Trustee and the 2016 Series J-1 Bond owners thereunder.

#### Definitions of Certain Terms

Unless the context otherwise requires, all terms which are defined in the General Resolution (see Appendix A to Part I of the Official Statement—“Definitions of Certain Terms”), have the same meanings in this 2016 Series J-1 Supplement and the 2016 Series J Supplemental Resolution as such terms are given in the General Resolution. In addition, the following terms shall have the following meanings in this 2016 Series J-1 Supplement and in the 2016 Series J Supplemental Resolution unless the context shall clearly indicate otherwise:

“Act of Bankruptcy” means the filing of a petition in bankruptcy (or other commencement of a bankruptcy or similar proceeding) by or against the Credit Facility Provider, the Mortgagor or the Corporation, as and if applicable, under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect (the conservatorship of the Initial Credit Facility Provider in effect on the date of issuance of the 2016 Series J-1 Bonds shall not constitute such a proceeding).

“Administrative Fee” means, collectively, all fees of the Corporation in the amounts set forth in the Commitment.

“Alternate Security” means any instrument in effect and purpose similar to the Initial Credit Facility, including, but not limited to, a letter of credit, guaranty, standby loan commitment, bond or mortgage insurance policy, standby purchase agreement, credit enhancement agreement, collateral agreement or surety bond, mortgage-backed security or other credit or liquidity facility issued by a financial institution, including, without limitation, Freddie Mac, or any combination thereof, (i) approved by the Corporation and delivered to the Trustee for the benefit of the owners of the 2016 Series J-1 Bonds (except that a mortgage insurance policy may be delivered to the Corporation), (ii) which shall expire not earlier than a date which is fifteen (15) days after an Interest Payment Date for the 2016 Series J-1 Bonds, (iii) with respect to any Alternate Security replacing a previously existing Credit Facility, (a) dated as of a date not later than the expiration date of the Credit Facility for which the same is to be substituted (or if no such Credit Facility exists, dated as of the Facility Change Date), and (b) issued on substantially similar terms and conditions with respect to the rights of the owners of the 2016 Series J-1 Bonds (including, but not limited to, the Mandatory Purchase Provision) as the then existing Credit Facility; provided that (a) the stated amount of the Alternate Security shall equal the sum of (x) the aggregate principal amount of 2016 Series J-1 Bonds at the time Outstanding, plus (y) the amount of interest provided in the 2016 Series J Supplemental Resolution.

“Assignment” means the Assignment and Intercreditor Agreement, with respect to, among other things, the 2016 Series J Mortgage Loan, by and among the Corporation, the Credit Facility Provider and the Trustee, and acknowledged, accepted and agreed to by the Mortgagor, as the same may be amended or supplemented from time to time.

“Authorized Officer” means (a) when used with respect to the Corporation, the Chairperson, Vice-Chairperson, President, any Executive Vice President or any Senior Vice President of the Corporation and, in the case of any act to be performed or duty to be discharged, any other Member, officer or employee of the Corporation then authorized to perform such act or discharge such duty; (b) when used with respect to the Mortgagor, any member of the Mortgagor and, in the case of any act to be performed or duty to be discharged, any other officer or employee of the Mortgagor then authorized to perform such act or discharge such duty; (c) when used with respect to the Trustee, any Managing Director, Director, Vice President or corporate trust administrator of the Trustee and, in the case of any act to be performed or duty to be discharged, any other officer or employee of the Trustee then authorized to perform such act or discharge such duty; and (d) when used with respect to the Credit Facility Provider, any officer or employee of the Credit Facility Provider then authorized to perform such act or discharge such duty.

“Beneficial Owner” means, whenever used with respect to a 2016 Series J-1 Bond, the person in whose name such 2016 Series J-1 Bond is recorded as the beneficial owner of such 2016 Series J-1 Bond by a Participant on the records of such Participant or such person’s subrogee.

“Bond Counsel to the Corporation” means an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal, state and public agency financing, selected by the Corporation after consultation with Credit Facility Provider, and satisfactory to the Trustee.

“Bond Counsel’s Opinion” means an opinion signed by Bond Counsel to the Corporation.

“Business Day” means any day other than (a) a Saturday or a Sunday, (b) a day on which the Federal Reserve Bank of New York (or other agent acting as the Credit Facility Provider’s fiscal agent identified to the Trustee) is authorized or obligated by law or executive order to remain closed, (c) a day on which the permanent home office of the Credit Facility Provider or the Obligor is closed, (d) any day on which banking institutions located in (i) the City of New York, New York or (ii) the city in which the Principal Office of the Trustee is located, (e) a day on which the New York Stock Exchange is closed or (f) so long as any Series of 2016 Series J-1 Bonds is held in book-entry form, a day on which DTC is closed.

“Certificate” means a signed document either attesting to or acknowledging the circumstances, representations or other matters therein stated or set forth or setting forth matters to be determined pursuant to the 2016 Series J Supplemental Resolution.

“Change Date” means (i) each Interest Method Change Date or (ii) each Facility Change Date or (iii) a date specified by the Credit Facility Provider pursuant to the provisions of the 2016 Series J Supplemental Resolution for carrying out a purchase of the 2016 Series J-1 Bonds pursuant to the 2016 Series J Supplemental Resolution in connection with an Event of Termination, or (iv) each Discretionary Tender Date.

“Commitment” means the Construction and Permanent Financing Commitment and Agreement with respect to the 2016 Series J Mortgage Loan, by and among the Corporation, the Mortgagor and HP JAMSTA Housing Development Fund Company, Inc., as the same may be amended or supplemented from time to time.

“Construction Phase Financing Agreement” means the Construction Phase Financing Agreement, dated as of December 1, 2016, among Goldman Sachs Bank USA, RICHTAC Funding LLC and Freddie Mac, and acknowledged, accepted and agreed to by the Mortgagor, as the same may be amended or supplemented from time to time.

“Conversion Date” shall have the meaning under the heading “Delivery of Initial Credit Facility” below.

“Credit Agreement” means the Reimbursement and Security Agreement, dated as of the Conversion Date, between the Initial Credit Facility Provider and the Mortgagor, as the same may be amended or supplemented from time to time.

“Credit Facility” means the Initial Credit Facility or Alternate Security, as the case may be, then providing for the timely payment of the principal of and interest on and Purchase Price, if applicable, of the 2016 Series J-1 Bonds.

“Credit Facility Provider” means, so long as the Initial Credit Facility is in effect, the Initial Credit Facility Provider and, so long as an Alternate Security is in effect, the issuer of or obligor under such Alternate Security.

“Demand Purchase Option” means the provision of the 2016 Series J-1 Bonds for purchase of all 2016 Series J-1 Bonds on a Post-Conversion Tender Date.

“Discretionary Tender Date” means a date, specified by the Corporation (with the prior written consent of the Mortgagor, and with the prior written consent of the Credit Facility Provider provided that such consent shall not be required if an Act of Bankruptcy with respect to the Credit Facility Provider has occurred) in a written notice delivered to the Trustee, upon which all of the 2016 Series J-1 Bonds shall be subject to mandatory tender at the Purchase Price pursuant to the 2016 Series J Supplemental Resolution; provided, however, that such date shall (i) not be earlier than fifteen (15) days following receipt by the Trustee of such written notice, (ii) be a day that is on or after the sixth anniversary of the Conversion Date, and (iii) be a Reset Date that is a Business Day (or the first Business Day next succeeding a Reset Date that is not a Business Day) during any Index Rate Period.

“DTC” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors or assigns.

“Event of Termination” means the event specified in the 2016 Series J Supplemental Resolution as an Event of Termination.

“Facility Change Date” means (i) any date on which (a) a new Credit Facility replaces the prior Credit Facility or (b) a Liquidity Facility replaces a Credit Facility or (c) a Mortgage Purchase Agreement replaces a Credit Facility, or (ii) the date that is two (2) Business Days before any date on which (a) a Credit Facility terminates or expires and is not extended or replaced, or (iii) the Conversion Date. For purposes of this definition, the reference to termination or expiration, by its terms, of the Credit Facility then in effect shall include the final scheduled termination date of such Credit Facility as such date may be extended from time to time by written agreement of the Credit Facility Provider.

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

“Index Rate” or “Index Floating Rate” means the rate of interest on the 2016 Series J-1 Bonds, as described in “Description of the 2016 Series J-1 Bonds—General.”

“Index Rate Period” or “Index Floating Rate Period” means any period of time during which the 2016 Series J-1 Bonds bear interest at the Index Rate.

“Initial Credit Facility” means the Credit Enhancement Agreement, dated as of Conversion Date, between the Initial Credit Facility Provider and the Trustee, as the same may be amended, modified or supplemented from time to time.

“Initial Credit Facility Provider” means Freddie Mac.

“Interest Method Change Date” means any date on which the method of determining the interest rate on the 2016 Series J-1 Bonds changes, as established by the terms and provisions of the 2016 Series J Supplemental Resolution; provided, however, that an Interest Method Change Date may only occur on a Reset Date that is a Business Day (or on the first Business Day next succeeding a Reset Date that is not a Business Day) or on a Post-Conversion Tender Date.

“Investment Securities” means and includes any of the following obligations, to the extent the same are at the time legal for investment of funds of the Corporation under the Act, including the amendments thereto hereafter made, or under other applicable law:

- (a) direct and general obligations of the United States of America;
- (b) obligations of any agency or instrumentality of the United States of America the payment of the principal of and interest on which are unconditionally guaranteed by the full faith and credit of the United States of America;
- (c) senior debt obligations of Freddie Mac;
- (d) senior debt obligations of the Federal National Mortgage Association;
- (e) demand deposits or time deposits with, or certificates of deposit issued by, the Trustee or its affiliates or any bank organized under the laws of the United States or any state or the District of Columbia which has combined capital, surplus and undivided profits of not less than \$50,000,000; provided that the Trustee or such other institution has been rated at least “P-1” by Moody’s which deposits or certificates are fully insured by the Federal Deposit Insurance Corporation;
- (f) investment agreements with Freddie Mac or a bank or any insurance company or other financial institution which has a rating assigned by Moody’s to its outstanding long-term unsecured debt which is the highest rating (as defined below) for long-term unsecured debt obligations assigned by Moody’s, and which are approved by the Initial Credit Facility Provider; or
- (g) shares or units in any money market mutual fund (including mutual funds of the Trustee or its affiliates) registered under the Investment Company Act of 1940, as amended, whose investment portfolio consists solely of direct obligations of the United States government, and which fund has been rated “Aaa” or the equivalent by Moody’s. For purposes of this definition, the “highest rating” shall mean a rating of at least “P-1” or the equivalent for obligations with less than one (1) year maturity; at least “Aa2/P-1” or the equivalent for obligations with a maturity of one (1) year or greater but less than three (3) years; and at least “Aaa” or the equivalent for obligations with a maturity of three (3) years or greater. Investment Securities must be limited to instruments that have a predetermined fixed-dollar amount of principal due at maturity that cannot vary or change and interest, if tied to an index, shall be tied to a single interest rate index plus a single fixed spread, if any, and move proportionately with such index.

“Letter of Representations” means the Blanket Issuer Letter of Representations, dated April 26, 1996, from the Corporation to DTC, applicable to the 2016 Series J-1 Bonds.

“Loan Agreement” means the Construction and Project Loan Agreement, dated as of the date of initial issuance of the 2016 Series J-1 Bonds, between the Corporation and the Mortgagor, with respect to the 2016 Series J Mortgage Loan, as the same may be amended or supplemented from time to time.

“Mandatory Purchase Provision” means the purchase provision of the 2016 Series J-1 Bonds for the purchase of any 2016 Series J-1 Bonds on any Change Date (other than the Conversion Date) pursuant to the 2016 Series J Supplemental Resolution.

“Maximum Rate” means twelve percent (12%) per annum.

“Moody’s” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, if such successors and assigns shall continue to perform the functions of a securities rating agency.

“Mortgage Documents” means, collectively, (a) the Mortgage relating to the 2016 Series J Mortgage Loan, (b) the Mortgage Note relating to the 2016 Series J Mortgage Loan and (c) all other documents evidencing, securing or otherwise relating to the 2016 Series J Mortgage Loan, other than the Loan Agreement.

“Mortgage Loan Escrow Payments” means and includes all amounts whether paid directly to the Corporation or to the Servicer of the 2016 Series J Mortgage Loan representing payments to obtain or maintain mortgage insurance or any subsidy with respect to the 2016 Series J Mortgage Loan or the mortgaged premises or payments in connection with real estate taxes, assessments, water charges, sewer rents, ground rents, fire or other insurance, replacement or operating reserves or other like payments in connection therewith.

“Mortgagor” means, collectively and jointly and severally, CJ Plaza One LLC and BRP JAMSTA TC Owner LLC, each a limited liability company organized and existing under and by virtue of the laws of the State of New York, and their respective successors and permitted transferees.

“Outstanding”, when used with reference to a Series of 2016 Series J-1 Bonds, means, as of any date, all 2016 Series J-1 Bonds theretofore or thereupon being authenticated and delivered under the General Resolution except:

- (1) any 2016 Series J-1 Bond cancelled by the Trustee or delivered to the Trustee for cancellation at or prior to such date;
- (2) any 2016 Series J-1 Bond in lieu of or in substitution for which other 2016 Series J-1 Bonds shall have been authenticated and delivered pursuant to the 2016 Series J Supplemental Resolution; and
- (3) any 2016 Series J-1 Bond deemed to have been paid as provided in the 2016 Series J Supplemental Resolution.

“Participants” means those broker-dealers, banks and other financial institutions for which DTC holds the 2016 Series J-1 Bonds as securities depository.

“Pledge Agreement” means the Pledge, Security and Custody Agreement, dated as of Conversion Date, between the Mortgagor, the Initial Credit Facility Provider and the Trustee, as custodian and collateral agent for the Initial Credit Facility Provider, as the same may be amended, modified or supplemented from time to time.

“Post-Conversion Tender Date” means a date on which all of the 2016 Series J-1 Bonds are to be purchased as described in “Purchase of 2016 Series J-1 Bonds on Demand of Owner Upon Receipt of Conversion Tender Option Notice.”

“Principal Office”, (i) when used with respect to the Trustee, shall mean The Bank of New York Mellon, 101 Barclay Street, Floor 7W, New York, New York 10286, Attention: New York Municipal Finance Unit, (ii) when used with respect to the Tender Agent, shall mean the same address as that of the Trustee or the address of any successor Tender Agent appointed in accordance with the terms of the 2016 Series J Supplemental Resolution, (iii) when used with respect to a Remarketing Agent, shall mean the address of the Remarketing Agent appointed in accordance with the terms of the 2016 Series J Supplemental Resolution, and (iv) when used with respect to the Initial Credit Facility Provider means Federal Home Loan Mortgage Corporation, 8100 Jones Branch Drive, McLean, Virginia 22102, or such other offices designated to the Corporation in writing by the Trustee, the Tender Agent, the Remarketing Agent or the Credit Facility Provider, as the case may be.

“Purchase Price” means an amount equal to one hundred percent (100%) of the principal amount of any 2016 Series J-1 Bond plus, unless the Purchase Price is to be paid on an Interest Payment Date (in which case interest will be paid in the normal manner), accrued and unpaid interest thereon to the date of purchase.

“Purchased Bond” means any 2016 Series J-1 Bond during the period from and including the date of its purchase by the Trustee on behalf of and as agent for the Mortgagor with amounts provided by the Credit Facility Provider under the Credit Facility, to, but excluding, the date on which such 2016 Series J-1 Bond is remarketed to any person other than the Credit Facility Provider, the Mortgagor, any member of the Mortgagor or the Corporation.

“Regulatory Agreement” means the Regulatory Agreement with respect to the 2016 Series J-1 Bonds, dated as of the date of issuance of the 2016 Series J-1 Bonds, by and among the Corporation, the Mortgagor, HP JAMSTA II Housing Development Fund Corporation and The City of New York, acting by and through its Department of Housing Preservation and Development, as the same may be amended or supplemented from time to time.

“Remarketing Agent” means a remarketing agent appointed by an Authorized Officer of the Corporation, which signifies its acceptance of such appointment and the duties and obligations of Remarketing Agent under the 2016 Series J Supplemental Resolution and under the related Remarketing Agreement by executing and delivering such Remarketing Agreement.

“Reset Date” or “2016 Series J Reset Date” means February 1, May 1, August 1 and November 1 of each year.

“Separately Secured Period” means a period commencing on the Conversion Date and continuing to, but not including, the next Facility Change Date (if any) designated as described in the last paragraph under the heading “Separately Secured Period” below.

“Servicer” means, subject to the Assignment, any person appointed to service the 2016 Series J Mortgage Loan.

“Tender Agent” means a tender agent appointed by an Authorized Officer of the Corporation, which signifies its acceptance of such appointment and the duties and obligations of Tender Agent hereunder and under the related Tender Agent Agreement by executing and delivering such Tender Agent Agreement.

“2016 Series J Account” means one of the special accounts (other than the 2016 Series J Rebate Fund) created and established pursuant to the 2016 Series J Supplemental Resolution.

“2016 Series J Credit Facility Interest Reimbursement Sub-Account” means the 2016 Series J Credit Facility Interest Reimbursement Sub-Account established pursuant to the 2016 Series J Supplemental Resolution.

“2016 Series J Credit Facility Payments Sub-Account” means the 2016 Series J Credit Facility Payments Sub-Account established pursuant to the 2016 Series J Supplemental Resolution.

“2016 Series J Credit Facility Principal Reimbursement Sub-Account” means the 2016 Series J Credit Facility Principal Reimbursement Sub-Account established pursuant to the 2016 Series J Supplemental Resolution.

“2016 Series J Credit Facility Reimbursement Sub-Account” shall mean, collectively, the 2016 Series J Credit Facility Interest Reimbursement Sub-Account and the 2016 Series J Credit Facility Principal Reimbursement Sub-Account.

“2016 Series J Event of Default” means any of the events specified in the 2016 Series J Supplemental Resolution as a 2016 Series J Event of Default.

“2016 Series J Pledged Receipts” means, with respect to the 2016 Series J Mortgage Loan during any Separately Secured Period, (i) the scheduled or other payments required by the 2016 Series J Mortgage Loan and paid to or to be paid to the Corporation from any source, including, but not limited to, interest, rent or other subsidy payments, and including both timely and delinquent payments, (ii) Acquired Project Net Operating Income, and (iii) all income earned or gain realized in excess of losses suffered on any investment or deposit of monies in the 2016 Series J Accounts established and maintained pursuant to the 2016 Series J Supplemental Resolution, or monies provided by the Corporation and held in trust for the benefit of the owners of the 2016 Series J-1 Bonds, but shall not mean or include amounts required to be deposited into the 2016 Series J Rebate Fund, 2016 Series J Recoveries of Principal, any payments with respect to the 2016 Series J Mortgage Loan received prior to the date that 2016 Series J Revenues therefrom are pledged under the 2016 Series J Supplemental Resolution, Mortgage Loan Escrow Payments, late charges, administrative fees, if any, of the Corporation or any amount retained by the Servicer (which may include the Corporation), as financing, servicing, extension or settlement fees.

“2016 Series J Recoveries of Principal” means, with respect to the 2016 Series J Mortgage Loan during any Separately Secured Period, all amounts received by the Corporation as a recovery of the principal amount disbursed by the Corporation in connection with the 2016 Series J Mortgage Loan, including any premium or penalty with respect thereto, on account of (i) the advance payment of amounts to become due pursuant to the 2016 Series J Mortgage Loan, at the option of the Mortgagor, (ii) the sale, assignment, endorsement or other disposition thereof, (iii) the acceleration of payments due thereunder or other remedial proceedings taken in the event of the default thereon, including the sale of any Acquired Project, (iv) proceeds of any insurance award resulting from the damage or destruction of the Project which are required to be applied to payment of the Mortgage Note pursuant to the Mortgage, or (v) proceeds of any condemnation award resulting from the taking by condemnation (or by agreement of interested parties in lieu of condemnation) by any governmental body or by any person, firm, or

corporation acting under governmental authority, of title to or any interest in or the temporary use of, the Project or any portion thereof, which proceeds are required to be applied to payment of the Mortgage Note pursuant to the Mortgage.

“2016 Series J Redemption Account” means the 2016 Series J Redemption Account established pursuant to the 2016 Series J Supplemental Resolution.

“2016 Series J Revenue Account” means the 2016 Series J Revenue Account established pursuant to the 2016 Series J Supplemental Resolution.

“2016 Series J Revenues” means the 2016 Series J Pledged Receipts and the 2016 Series J Recoveries of Principal.

“Wrongful Dishonor” means the failure of the Credit Facility Provider to honor a draw made in accordance with the terms of the Credit Facility (which draw complies with, and conforms to, the terms and conditions of the Credit Facility).

#### Delivery of Initial Credit Facility

If the Conversion Notice is issued on or before the Forward Commitment Maturity Date (as such terms are defined in the Construction Phase Financing Agreement) and the Corporation delivers to the Trustee a Certificate of an Authorized Officer of the Corporation confirming that the Initial Credit Facility shall be delivered on the date specified in the Conversion Notice (which shall be a Business Day), the Initial Credit Facility shall be delivered to the Trustee and shall take effect on such date (the “Conversion Date”). The Conversion Date shall constitute a Facility Change Date; provided, however, that the 2016 Series J-1 Bonds shall not be subject to mandatory tender on such Facility Change Date.

#### Separately Secured Period

In connection with the Conversion Date, the Corporation shall designate that a Separately Secured Period shall be in effect commencing on such Facility Change Date, as provided in a Certificate of an Authorized Officer of the Corporation delivered to the Trustee at least fifteen (15) days prior to such Facility Change Date. On such Facility Change Date, the 2016 Series J Mortgage Loan shall be released from the pledge and lien of the General Resolution.

During any Separately Secured Period, Pledged Receipts and Recoveries of Principal with respect to the 2016 Series J Mortgage Loan, the 2016 Series J-1 Bonds and the 2016 Series J Accounts shall not constitute Pledged Receipts or Recoveries of Principal under the General Resolution.

During a Separately Secured Period, the 2016 Series J-1 Bonds shall constitute a series of bonds that is separately secured from all other Bonds issued and to be issued under the General Resolution. Accordingly, during a Separately Secured Period the 2016 Series J Supplemental Resolution creates, in the manner and to the extent provided therein, for the benefit of the Trustee and the holders from time to time of the 2016 Series J-1 Bonds, a continuing pledge and lien on the 2016 Series J Revenues and assets pledged under the 2016 Series J Supplemental Resolution to secure the full and timely payment when due of the principal and Redemption Price of and interest on the 2016 Series J-1 Bonds. During a Separately Secured Period, the 2016 Series J-1 Bonds shall be special revenue obligations of the Corporation payable only from the 2016 Series J Revenues and other assets (including funds and accounts) pledged and established under the 2016 Series J Supplemental Resolution.

Notwithstanding anything to the contrary contained in the General Resolution, during a Separately Secured Period, no revenues or assets pledged under the General Resolution shall be available for the payment of the principal or Redemption Price of or interest on the 2016 Series J-1 Bonds and no 2016 Series J Revenues or assets pledged under the 2016 Series J Supplemental Resolution shall under any circumstances (including, but not limited to, the occurrence of an Event of Default under the General Resolution), be available for the payment of the principal or Redemption Price or Sinking Fund Payments or interest on any Bonds (other than the 2016 Series J-1 Bonds) issued or to be issued under the General Resolution.

Notwithstanding the foregoing, nothing in the 2016 Series J Supplemental Resolution shall preclude the Corporation from contributing or pledging other funds or other assets to the funds and accounts established under the 2016 Series J Supplemental Resolution so long as such funds or assets are not subject to the lien of the General Resolution and not otherwise encumbered. During a Separately Secured Period, for all purposes of the General Resolution, the 2016 Series J-1 Bonds shall not be considered Outstanding under the General Resolution and nothing in the 2016 Series J Supplemental Resolution shall limit or restrict the Corporation's rights under the General Resolution. In particular, all covenants, agreements and restrictions set forth in the 2016 Series J Supplemental Resolution shall be applicable solely to the 2016 Series J-1 Bonds and shall not be applicable, in any manner, to any other Bonds issued or to be issued under the General Resolution or to the provisions of the General Resolution.

In connection with any Facility Change Date with respect to all of the 2016 Series J-1 Bonds (excluding the Facility Change Date that is the Conversion Date), the Corporation may designate that a Separately Secured Period shall no longer be in effect on and after such Facility Change Date, as provided in a Certificate of an Authorized Officer of the Corporation delivered to the Trustee at least fifteen (15) days prior to such Facility Change Date.

#### Interpretation

Certain provisions of the General Resolution specified in the 2016 Series J Supplemental Resolution, including those summarized in Appendix B to Part I of the Official Statement—"Summary of Certain Provisions of the General Resolution" under the headings "Contract With Bond Owners—Security for Bonds—Limited Obligation" (in the first two sentences thereunder), "Payment of Bonds", "Issuance of Additional Obligations" and "Sale of Mortgage Loans" (except for the final proviso thereunder) and "Powers of Amendment", shall be applicable during a Separately Secured Period to the 2016 Series J-1 Bonds and the 2016 Series J Mortgage Loan as if such provisions were set forth in the 2016 Series J Supplemental Resolution, except as otherwise provided in the 2016 Series J Supplemental Resolution; provided that, for purposes of the 2016 Series J Supplemental Resolution during a Separately Secured Period, such provisions relating to Bonds shall be deemed to refer only to 2016 Series J-1 Bonds and to no other Series of Bonds Outstanding under the General Resolution and such provisions relating to Mortgage Loans shall be deemed to refer to only to the 2016 Series J Mortgage Loan and to no other Mortgage Loans held under the General Resolution. The preceding sentence is subject, in all respects, to the provisions of the 2016 Series J Supplemental Resolution summarized under the headings "Separately Secured Period" above and "Pledge of the 2016 Series J Supplemental Resolution" and "Assignment of the 2016 Series J Mortgage Loan" below. In the event of a conflict between the provisions of the General Resolution and the provisions of the 2016 Series J Supplemental Resolution, the provisions of the 2016 Series J Supplemental Resolution shall govern.

### Establishment of 2016 Series J Accounts

The 2016 Series J Supplemental Resolution establishes the following special trust accounts for the 2016 Series J-1 Bonds to be held and maintained by the Trustee during any Separately Secured Period in accordance with the 2016 Series J Supplemental Resolution:

- (1) 2016 Series J-1 Bond Proceeds Account;
- (2) 2016 Series J Revenue Account (including the 2016 Series J Credit Facility Payments Sub-Account, the 2016 Series J Credit Facility Interest Reimbursement Sub-Account and the 2016 Series J Credit Facility Principal Reimbursement Sub-Account);
- (3) 2016 Series J Redemption Account; and
- (4) 2016 Series J Debt Service Reserve Account.<sup>1</sup>

### Pledge of the 2016 Series J Supplemental Resolution

The 2016 Series J Revenues and all amounts held in any 2016 Series J Account, including investments thereof, are pledged to the Trustee for the benefit of (i) the owners of the 2016 Series J-1 Bonds and (ii) the Credit Facility Provider, to secure (a) the payment of the principal or Redemption Price of and interest on the 2016 Series J-1 Bonds (including the Sinking Fund Payments for the retirement thereof) in accordance with their terms and the provisions of the 2016 Series J Supplemental Resolution and the Assignment, and (b) all obligations owed to the Credit Facility Provider under the Credit Agreement, subject only to the provisions of the 2016 Series J Supplemental Resolution and the Assignment permitting the use and application thereof for or to the purposes and on the terms and conditions set forth in the 2016 Series J Supplemental Resolution and the Assignment, including payment to the Credit Facility Provider as provided in the 2016 Series J Supplemental Resolution and the Assignment. To the fullest extent provided by the Act and other applicable laws, the money and property so pledged shall immediately be subject to the lien of such pledge, during a Separately Secured Period, without any physical delivery thereof or further act, and such lien shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise, irrespective of whether such parties have notice thereof.

The pledges and assignments made by the 2016 Series J Supplemental Resolution and the provisions, covenants and agreements therein set forth to be performed by or on behalf of the Corporation shall be for (i) the benefit, protection and security of the owners of the 2016 Series J-1 Bonds, each of which, regardless of the time of its issue or maturity, shall be of equal rank without preference, priority or distinction over any other thereof, and (ii) the benefit of the Credit Facility Provider and shall not be for the benefit, protection and security of the owners of any and all Bonds issued and to be issued under the General Resolution other than the 2016 Series J-1 Bonds. In addition, the pledges and assignments made by the General Resolution and the provisions, covenants and agreements in the General Resolution set forth to be performed by or on behalf of the Corporation shall not be for the benefit, protection and security of (i) the owners of any and all 2016 Series J-1 Bonds or (ii) the Credit Facility Provider.

### Deposits and Investments

Any amounts held by the Trustee in any 2016 Series J Account may be deposited in the corporate trust department of the Trustee and secured as provided in the 2016 Series J Supplemental Resolution. In

---

<sup>1</sup> No deposit is expected to be made to the 2016 Series J Debt Service Reserve Account.

addition, any amount held by the Trustee in any 2016 Series J Account may be invested in Investment Securities. In computing the amount in any 2016 Series J Account, obligations purchased as an investment of moneys therein shall be valued at amortized value or if purchased at par, at par.

Upon receipt of written instructions from an Authorized Officer of the Corporation, the Trustee shall exchange any coin or currency of the United States of America or Investment Securities held by it pursuant to the 2016 Series J Supplemental Resolution for any other coin or currency of the United States of America or Investment Securities of like amount.

Any other provision of the 2016 Series J Supplemental Resolution notwithstanding, amounts on deposit in the Credit Facility Payments Sub-Account and the 2016 Series J Credit Facility Reimbursement Sub-Account, pending application, may only be invested in Investment Securities of the type described in sub-paragraph (g) of the definition thereof, and any earnings from investments thereof shall only be credited to such subaccount giving rise to such earnings.

#### 2016 Series J Revenue Account

Subject to the provisions described under the heading “2016 Series J Credit Facility Reimbursement Sub-Account” below and the Assignment, the Corporation shall cause all 2016 Series J Pledged Receipts to be deposited promptly with the Trustee in the 2016 Series J Revenue Account. During the term of the Initial Credit Facility, the Trustee shall obtain moneys under the Initial Credit Facility in accordance with the terms thereof, in a timely manner and in amounts sufficient to pay the principal or Redemption Price of and interest on the 2016 Series J-1 Bonds, as such become due, whether at maturity or upon redemption or acceleration or on an Interest Payment Date or otherwise, and shall deposit such amounts in the 2016 Series J Credit Facility Payments Sub-Account. In addition, during the term of the Initial Credit Facility, the Trustee, at the direction of the Corporation, shall obtain moneys under the Initial Credit Facility in accordance with the terms thereof, in amounts specified by the Corporation to pay such portion of the Administrative Fee due and owing to the Corporation that has not been paid by the Mortgagor when due under the Loan Agreement, and shall promptly transfer all such amounts to the Corporation. There shall also be deposited in the 2016 Series J Revenue Account any other amounts required to be deposited therein pursuant to the 2016 Series J Supplemental Resolution, the Mortgage Documents and the Loan Agreement.

On or before each Interest Payment Date for the 2016 Series J-1 Bonds, the Trustee shall pay, from the sources described below and in the order of priority indicated, the amounts required for the payment of the Principal Installments, if any, and interest due on the Outstanding 2016 Series J-1 Bonds on such date, and on or before the Redemption Date or date of purchase (but not with respect to any purchase pursuant to the Mandatory Purchase Provision or the Demand Purchase Option), the amounts required for the payment of accrued interest on the Outstanding 2016 Series J-1 Bonds to be redeemed or purchased on such date, unless the payment of such accrued interest shall be otherwise provided for, as follows:

- (1) first, from the 2016 Series J Credit Facility Payments Sub-Account, and to the extent the moneys therein are insufficient for said purpose,
- (2) second, from the 2016 Series J Credit Facility Reimbursement Sub-Account, and to the extent the moneys therein are insufficient for said purpose,
- (3) third, from the 2016 Series J Revenue Account, and to the extent the moneys therein are insufficient for said purpose,

(4) fourth, from the 2016 Series J Redemption Account, and to the extent the moneys therein are insufficient for said purpose,

(5) fifth, from the 2016 Series J-1 Bond Proceeds Account, and to the extent the moneys therein are insufficient for said purpose,

(6) sixth, from any other moneys held by the Trustee under the 2016 Series J Supplemental Resolution and available for such purpose.

After payment of the Principal Installments, if any, and interest due on the Outstanding 2016 Series J-1 Bonds has been made, and to the extent payments on the 2016 Series J-1 Bonds are made from the source described in subparagraph (1) above, amounts available from the sources described in subparagraphs (2) through (6) above, in the order of priority indicated, shall be used immediately to reimburse the Credit Facility Provider for amounts obtained under the Credit Facility, and so applied.

Notwithstanding any provision to the contrary which may be contained in the 2016 Series J Supplemental Resolution, (i) in computing the amount to be obtained under a Credit Facility on account of the payment of the principal of or interest on the 2016 Series J-1 Bonds, the Trustee shall exclude any such amounts in respect of any 2016 Series J-1 Bonds which are Purchased Bonds on the date such payment is due, and (ii) amounts obtained by the Trustee under such Credit Facility shall not be applied to the payment of the principal of or interest on any 2016 Series J-1 Bonds which are Purchased Bonds on the date such payment is due.

As soon as practicable after the forty-fifth (45th) day preceding the due date of any Sinking Fund Payment, the Trustee shall proceed to call for redemption on such due date, 2016 Series J-1 Bonds in such amount as shall be necessary to complete the retirement of a principal amount of 2016 Series J-1 Bonds equal to the unsatisfied balance of such Sinking Fund Payment. The Trustee shall so call such 2016 Series J-1 Bonds for redemption whether or not it then has moneys in the 2016 Series J Revenue Account sufficient to pay the applicable Redemption Price thereof on the Redemption Date.

On each Interest Payment Date, the Trustee shall transfer from the 2016 Series J Revenue Account (excluding the 2016 Series J Credit Facility Payments Sub-Account and the 2016 Series J Credit Facility Reimbursement Sub-Account, in each case unless directed by the Credit Facility Provider) (after providing for all payments required to have been made pursuant to the 2016 Series J Supplemental Resolution) (i) first, if so directed by the Corporation, to the Trustee, an amount equal to the Trustee's unpaid fees and expenses, (ii) second, at the direction of the Credit Facility Provider, if any, to the Credit Facility Provider, if any, an amount equal to any fees due and owing to the Credit Facility Provider pursuant to the Credit Agreement, (iii) third, if so directed by the Corporation, to the Tender Agent, if any, an amount equal to the Tender Agent's unpaid fees and expenses, (iv) fourth, if so directed by the Corporation, to the Remarketing Agent, if any, an amount equal to the Remarketing Agent's unpaid fees and expenses, (v) fifth, to the Corporation, the Administrative Fee to the extent unpaid, (vi) sixth, if so directed by the Corporation, to the Servicer, if any, an amount equal to the Servicer's unpaid fees and expenses, and (vii) seventh, to the entities providing Investment Securities with respect to the 2016 Series J Accounts or any arrangements or agreements with respect thereto, amounts equal to the fees due and payable on or before the next succeeding Interest Payment Date to such entities, as designated in a Certificate of an Authorized Officer of the Corporation. The amount remaining after making such transfers or payments shall be retained in the 2016 Series J Revenue Account.

### 2016 Series J Redemption Account

Subject to the provisions described under the heading “2016 Series J Credit Facility Reimbursement Sub-Account” below and the Assignment, there shall be deposited in the 2016 Series J Redemption Account all 2016 Series J Recoveries of Principal and any other amounts which are required to be deposited therein pursuant to the 2016 Series J Supplemental Resolution and any other amounts available therefor and determined by the Corporation to be deposited therein. Subject to the provisions of the 2016 Series J Supplemental Resolution requiring the application thereof to the payment, purchase or redemption of any particular 2016 Series J-1 Bonds, the Trustee shall apply amounts from the sources described in the following paragraph equal to amounts so deposited in the 2016 Series J Redemption Account to the purchase or redemption of 2016 Series J-1 Bonds at the times and in the manner provided in the 2016 Series J Supplemental Resolution and the General Resolution.

On or before a Redemption Date, the Trustee shall pay, from the sources described below and in the order of priority indicated, the amounts required for the payment of the principal of the Outstanding 2016 Series J-1 Bonds to be redeemed on such date, as follows:

- (1) first, from the 2016 Series J Credit Facility Payments Sub-Account, and to the extent the moneys therein are insufficient for such purpose,
- (2) second, from the 2016 Series J Redemption Account, and to the extent the moneys therein are insufficient for such purpose,
- (3) third, from the 2016 Series J Credit Facility Reimbursement Sub-Account, and to the extent the moneys therein are insufficient for such purpose,
- (4) fourth, from the 2016 Series J Revenue Account, and to the extent the moneys therein are insufficient for such purpose,
- (5) fifth, from the 2016 Series J-1 Bond Proceeds Account, and to the extent the moneys therein are insufficient for such purpose,
- (6) sixth, from any other moneys held by the Trustee under the 2016 Series J Supplemental Resolution and available for such purpose.

After payment of the principal of such Outstanding 2016 Series J-1 Bonds to be redeemed or purchased has been made, and to the extent payments for the redemption or purchase of the 2016 Series J-1 Bonds are made from the source described in subparagraph (1) above, amounts available from the sources described in subparagraphs (2) through (6) above, in the order of priority indicated, shall be used to reimburse the Credit Facility Provider for amounts obtained under the Credit Facility and so applied.

### 2016 Series J Credit Facility Reimbursement Sub-Account

The Trustee shall deposit into the 2016 Series J Credit Facility Interest Reimbursement Sub-Account, promptly upon receipt thereof, all amounts received from the Servicer, including, but not limited to, scheduled monthly interest collections pursuant to the Credit Agreement, designated for deposit into such account. Amounts on deposit in the 2016 Series J Credit Facility Interest Reimbursement Sub-Account shall be applied by the Trustee to reimburse the Credit Facility Provider for amounts drawn under the Credit Facility to pay interest on the 2016 Series J-1 Bonds. On each Interest Payment Date, the Trustee, without the need for any further direction, shall pay to the Credit Facility Provider by no later than 2:30 p.m., Washington, D.C. time, from and to the extent of amounts on deposit in the 2016 Series J

Credit Facility Interest Reimbursement Sub-Account, an amount equal to the amount drawn by the Trustee under the Credit Facility to pay interest on the 2016 Series J-1 Bonds on such date.

The Trustee shall deposit into the 2016 Series J Credit Facility Principal Reimbursement Sub-Account, promptly upon receipt thereof, all amounts received from the Servicer designated for deposit into such account, including, but not limited to, scheduled monthly principal deposits pursuant to the Credit Agreement. Amounts on deposit in the 2016 Series J Credit Facility Principal Reimbursement Sub-Account shall be applied by the Trustee to reimburse the Credit Facility Provider for amounts drawn under the Credit Facility to pay principal on the 2016 Series J-1 Bonds. On each maturity date for the 2016 Series J-1 Bonds and each date the 2016 Series J-1 Bonds are subject to optional or mandatory redemption, the Trustee, without the need for any further direction, shall pay to the Credit Facility Provider by no later than 2:30 p.m., Washington, D.C. time, from and to the extent of amounts on deposit in the 2016 Series J Credit Facility Principal Reimbursement Sub-Account, an amount equal to the principal amount drawn by the Trustee under the Credit Facility to pay or redeem 2016 Series J-1 Bonds on such date.

In the event that the amounts on deposit in the respective accounts in the 2016 Series J Credit Facility Reimbursement Sub-Account are insufficient to reimburse the Credit Facility Provider (as described above) the full amount to be drawn under the Credit Facility to pay interest or principal on the 2016 Series J-1 Bonds, as applicable, the Trustee shall promptly give notice to the Credit Facility Provider, the Servicer and the Mortgagor of such deficiency and of the amount of such deficiency.

#### Assignment of the 2016 Series J Mortgage Loan

During the term of any Credit Facility, to secure the payment of the principal or Redemption Price of and interest on the 2016 Series J-1 Bonds (including the Sinking Fund Payments for the retirement thereof) and in consideration of the provision by the Credit Facility Provider of such Credit Facility, the Corporation shall assign to the Trustee on behalf of the owners of the 2016 Series J-1 Bonds and to the Credit Facility Provider, as their interests may appear and in accordance with the terms of the Assignment, all of its right, title and interest in and to the 2016 Series J Mortgage Loan and the Mortgage Documents, except as otherwise provided in the Assignment.

#### 2016 Series J Events of Default and Event of Termination

The provisions of the General Resolution described in Appendix B to Part I of the Official Statement—"Summary of Certain Provisions of the General Resolution" under the headings "Events of Default," "Remedies" and "Priority of Payments after Default" shall be inapplicable to the 2016 Series J-1 Bonds. Notwithstanding anything to the contrary contained in the 2016 Series J Supplemental Resolution, a 2016 Series J Event of Default shall not constitute an Event of Default under the General Resolution and an Event of Default under the General Resolution shall not constitute a 2016 Series J Event of Default

Each of the following events set forth in numbers (1) through (3) below shall constitute a "2016 Series J Event of Default" with respect to the 2016 Series J-1 Bonds, and the following event set forth in number (4) below shall constitute an "Event of Termination" with respect to the 2016 Series J-1 Bonds: (1) payment of the principal or Redemption Price, if any, of or interest on any 2016 Series J-1 Bond (other than Purchased Bonds) when and as the same shall become due, whether at maturity or upon call for redemption or otherwise, shall not be made when and as the same shall become due; or (2) payment of the Purchase Price of any 2016 Series J-1 Bond (other than Purchased Bonds) tendered in accordance with the 2016 Series J Supplemental Resolution shall not be made when and as the same shall become due; or (3) the Corporation shall fail or refuse to comply with the provisions of the 2016 Series J

Supplemental Resolution or the applicable provisions of the General Resolution or shall default in the performance or observance of any of the covenants, agreements or conditions on its part contained in the 2016 Series J Supplemental Resolution or the 2016 Series J-1 Bonds (other than any such default resulting in a 2016 Series J Event of Default described in paragraph (1) or (2) above) or of applicability in the General Resolution, and such failure, refusal or default shall continue for a period of forty-five (45) days after written notice thereof by the Trustee or the owners of not less than five percent (5%) in principal amount of the Outstanding 2016 Series J-1 Bonds; or (4) receipt by the Trustee of written notice from the Credit Facility Provider that an “Event of Default” has occurred under the Credit Agreement, together with a written direction from the Credit Facility Provider to the Trustee to clause (6) of the following paragraph or clause (9) of the following paragraph.

### Remedies

Upon the happening and continuance of an Event of Termination, the Trustee shall proceed, in its own name pursuant to the direction of the Credit Facility Provider as described in clause (4) of the preceding paragraph, to protect and enforce the remedies of the 2016 Series J-1 Bond owners and the Credit Facility Provider by the remedies set forth in either clause (6) or (9) below, as specified in the direction of the Credit Facility Provider as described in clause (4) of the preceding paragraph; provided, however, that the Trustee shall enforce the remedies set forth in clauses (6) and (9) below within the time limits provided in such paragraphs. Upon the happening and continuance of any 2016 Series J Event of Default specified in clauses (1) or (2) of the preceding paragraph, the Trustee shall proceed, or upon the happening and continuance of any 2016 Series J Event of Default specified in clause (3) of the preceding paragraph, the Trustee may proceed and, upon the written request of the owners of not less than twenty-five percent (25%) in principal amount of the Outstanding 2016 Series J-1 Bonds, shall proceed, in its own name, subject, in each case, to the receipt of the written consent of the Credit Facility Provider, to protect and enforce the rights of the 2016 Series J-1 Bond owners by the remedies specified below for particular 2016 Series J Events of Default, and such other of the remedies set forth in clauses (1) through (8) below, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights. Each of the following is declared to be a remedy with respect to the 2016 Series J-1 Bonds: (1) by mandamus or other suit, action or proceeding at law or in equity, to enforce all rights of the 2016 Series J-1 Bond owners, including the right to require the Corporation to receive and collect 2016 Series J Revenues adequate to carry out the covenants and agreements as to the 2016 Series J Mortgage Loan (subject to the provisions of the Assignment, if any) and to require the Corporation to carry out any other covenants or agreements with such 2016 Series J-1 Bond owners, including the assignment of the 2016 Series J Mortgage Loan, and to perform its duties under the Act; (2) by bringing suit upon the 2016 Series J-1 Bonds; (3) by action or suit in equity, to require the Corporation to account as if it were the trustee of an express trust for the owners of the 2016 Series J-1 Bonds; (4) by action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the 2016 Series J-1 Bonds; (5) so long as no Credit Facility is in effect with respect to the 2016 Series J-1 Bonds, by declaring all Outstanding 2016 Series J-1 Bonds due and payable (provided that with respect to a 2016 Series J Event of Default specified in clause (3) of the preceding paragraph, no such declaration shall be made without the consent of the owners of one hundred percent (100%) in principal amount of the Outstanding 2016 Series J-1 Bonds), and if all defaults shall be cured, then, with the written consent of the owners of not less than twenty-five percent (25%) in principal amount of the Outstanding 2016 Series J-1 Bonds, by annulling such declaration and its consequences; (6) with the written consent of the Credit Facility Provider in the case of a 2016 Series J Event of Default or upon the direction described in clause (4) of the preceding paragraph in the case of an Event of Termination, by immediately declaring all 2016 Series J-1 Bonds or, with respect to an Event of Termination, a portion of the 2016 Series J-1 Bonds in the principal amount specified by the Credit Facility Provider, due and payable whereupon, with respect to any affected 2016 Series J-1 Bonds, such 2016 Series J-1 Bonds shall be immediately redeemed pursuant to the 2016 Series J Supplemental Resolution, provided that upon the happening and

continuance of an Event of Default specified in clauses (1) or (2) of the preceding paragraph, the Trustee shall declare all 2016 Series J-1 Bonds due and payable; (7) in the event that all Outstanding 2016 Series J-1 Bonds are declared due and payable, by selling the 2016 Series J Mortgage Loan (subject to the provisions of the Assignment) and any Investment Securities securing such 2016 Series J-1 Bonds; (8) by taking such action with respect to or in connection with the Credit Facility as the Trustee deems necessary to protect the interests of the owners of the 2016 Series J-1 Bonds; or (9) upon the happening and continuance of an Event of Termination, and upon receipt of direction from the Credit Facility Provider, by carrying out a purchase of all, or if so designated by the Credit Facility Provider, a portion of the 2016 Series J-1 Bonds, pursuant to the 2016 Series J Supplemental Resolution, on a date specified by the Credit Facility Provider, which date shall not be later than eight (8) days following receipt by the Trustee of such direction.

In the enforcement of any rights and remedies under the 2016 Series J Supplemental Resolution, the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due and unpaid from the Corporation for principal or Redemption Price, if any, of and interest on any 2016 Series J-1 Bonds on any Interest Payment Date, or otherwise, under any provisions of the 2016 Series J Supplemental Resolution or of the 2016 Series J-1 Bonds with interest on overdue payments at the rate of interest specified in such 2016 Series J-1 Bonds, together with any and all fees and expenses of the Trustee and costs and expenses of collection and of all proceedings thereunder and under such 2016 Series J-1 Bonds, without prejudice to any other right or remedy of the Trustee or of the 2016 Series J-1 Bond owners, and to recover and enforce a judgment or decree against the Corporation for any portion of such amounts remaining unpaid, with interest, costs and expenses (including without limitation pre-trial, trial and appellate attorneys' fees), and to collect from any moneys available for such purpose, in any manner provided by law, the moneys adjudged or decreed to be payable.

#### Priority of Payments after a 2016 Series J Event of Default or an Event of Termination.

In the event that upon the happening and continuance of any 2016 Series J Event of Default or an Event of Termination the funds held by the Trustee shall be insufficient for the payment of the principal or Redemption Price, if any, of and interest then due on the 2016 Series J-1 Bonds affected, such funds (other than funds held for the payment or redemption of particular 2016 Series J-1 Bonds which have theretofore become due at maturity or by call for redemption) and any other amounts received or collected by the Trustee acting pursuant to the Act and the 2016 Series J Supplemental Resolution, after making provision for the payment of any expenses necessary in the opinion of the Trustee to protect the interest of the owners of such 2016 Series J-1 Bonds and for the payment of the charges and expenses and liabilities incurred and advances made by the Trustee in the performance of its duties under the 2016 Series J Supplemental Resolution, shall be applied in the order of priority with respect to 2016 Series J-1 Bonds as set forth in the following paragraph and as follows: (1) Unless the principal of all of such 2016 Series J-1 Bonds shall have become or have been declared due and payable: **FIRST:** To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference; **SECOND:** To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any such 2016 Series J-1 Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates and, if the amounts available shall not be sufficient to pay in full all the 2016 Series J-1 Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price, if any, due on such date, to the persons entitled thereto, without any discrimination or preference; and **THIRD:** To the payment of amounts owed to the Credit Facility Provider under the Credit Agreement or under any other agreement or document securing obligations owed by the Mortgagor to the Credit Facility Provider or otherwise

relating to the provision of the Credit Facility, including amounts to reimburse the Credit Facility Provider to the extent it has made payments under the Credit Facility. (2) If the principal of all such 2016 Series J-1 Bonds shall have become or have been declared due and payable, first, to the payment of the principal and interest then due and unpaid upon such 2016 Series J-1 Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any such 2016 Series J-1 Bond over any other such 2016 Series J-1 Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in such 2016 Series J-1 Bonds, and second, to pay the Credit Facility Provider amounts owed to it under the Credit Agreement, including reimbursement to the extent it has made payments under the Credit Facility.

If, at the time the Trustee is to apply amounts in accordance with the provisions of the preceding paragraph, any of the 2016 Series J-1 Bonds Outstanding are Purchased Bonds, the Trustee shall make the payments with respect to the 2016 Series J-1 Bonds prescribed by the preceding paragraph, first, to the owners of all 2016 Series J-1 Bonds Outstanding other than Purchased Bonds and second, to the owner of Purchased Bonds.

#### Direction of Proceedings

Anything in the 2016 Series J Supplemental Resolution to the contrary notwithstanding, except as otherwise provided in clauses (6) and (9) of the first paragraph under the heading "Remedies" above, the owners of the majority in principal amount of the 2016 Series J-1 Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method of conducting all remedial proceedings to be taken by the Trustee under the 2016 Series J Supplemental Resolution, provided that such direction shall not be otherwise than in accordance with law or the provisions of the 2016 Series J Supplemental Resolution, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to 2016 Series J-1 Bond owners not parties to such direction; and provided, further, that notwithstanding the foregoing or any other provision of the 2016 Series J Supplemental Resolution, the Credit Facility Provider shall be entitled to direct the method of conducting all remedial proceedings to be taken by the Trustee under the 2016 Series J Supplemental Resolution so long as the Credit Facility is in full force and effect and no Wrongful Dishonor shall have occurred and be continuing.

#### Limitation on Rights of 2016 Series J-1 Bond Owners.

No owner of any 2016 Series J-1 Bond shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law under the 2016 Series J Supplemental Resolution, or for the protection or enforcement of any right under the 2016 Series J Supplemental Resolution unless such owner shall have given to the Trustee written notice of the 2016 Series J Event of Default or an Event of Termination or breach of duty on account of which such suit, action or proceeding is to be taken, and unless the owners of not less than twenty-five percent (25%) in principal amount of the 2016 Series J-1 Bonds then Outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have occurred, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted in the 2016 Series J Supplemental Resolution or granted under the law or to institute such action, suit or proceeding in its name and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses (including legal fees and expenses) and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers under the 2016 Series J Supplemental

Resolution or for any other remedy provided under the 2016 Series J Supplemental Resolution or by law. It is understood and intended that no one or more owners of the 2016 Series J-1 Bonds hereby secured shall have any right in any manner whatsoever by action of such owner or owners to affect, disturb or prejudice the security of the 2016 Series J Supplemental Resolution, or to enforce any right under the 2016 Series J Supplemental Resolution or under law with respect to the 2016 Series J-1 Bonds or the 2016 Series J Supplemental Resolution, except in the manner provided in the 2016 Series J Supplemental Resolution, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided in the 2016 Series J Supplemental Resolution and for the benefit of all owners of the Outstanding 2016 Series J-1 Bonds. Nothing contained in the 2016 Series J Supplemental Resolution, however, shall affect or impair the right of any 2016 Series J-1 Bond owner to enforce the payment of the principal of and interest on such owner's 2016 Series J-1 Bonds, or the obligation of the Corporation to pay the principal of and interest on each 2016 Series J-1 Bond to the owner thereof at the time and place in said 2016 Series J-1 Bond expressed.

Unless remedied or cured, the Trustee shall give to the 2016 Series J-1 Bond owners notice of each 2016 Series J Event of Default under the 2016 Series J Supplemental Resolution known to the Trustee within ninety (90) days after actual knowledge by the Trustee of the occurrence thereof. However, except in the case of default in the payment of the principal or Redemption Price, if any, of or interest on any of the 2016 Series J-1 Bonds, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a corporate trust committee of directors or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the interest of the 2016 Series J-1 Bond owners.

#### Rights of the Credit Facility Provider

Notwithstanding anything contained in the 2016 Series J Supplemental Resolution to the contrary, all rights of the Credit Facility Provider under the 2016 Series J Supplemental Resolution, including, but not limited to, the right to consent to, approve, initiate or direct extensions, remedies, waivers, actions and amendments hereunder shall cease, terminate and become null and void (a) if, and for so long as, there is a Wrongful Dishonor of the Credit Facility by the Credit Facility Provider or of the Liquidity Facility by the Liquidity Provider, or (b) if the Credit Facility is no longer in effect; provided, however, that notwithstanding any such Wrongful Dishonor, the Credit Facility Provider shall be entitled to receive notices pursuant to the 2016 Series J Supplemental Resolution in accordance with the terms of the 2016 Series J Supplemental Resolution.

#### No Disposition of Initial Credit Facility.

So long as the Initial Credit Facility is in effect with respect to the 2016 Series J-1 Bonds, the Trustee shall not, without the prior written consent of the owners of all of the 2016 Series J-1 Bonds then Outstanding, transfer, assign or release the Initial Credit Facility except (1) to a successor Trustee, or (2) to the Initial Credit Facility Provider upon either (a) receipt of an Alternate Security or Liquidity Facility or Mortgage Purchase Agreement, (b) expiration or other termination of the Initial Credit Facility in accordance with its terms, including termination on its stated expiration date or upon payment thereunder of the full amount payable thereunder, or (c) the election of the Corporation to provide no Credit Facility or Liquidity Facility or Mortgage Purchase Agreement in accordance with the 2016 Series J Supplemental Resolution. Except as aforesaid, the Trustee shall not transfer, assign or release the Initial Credit Facility until the principal of and interest on the 2016 Series J-1 Bonds shall have been paid or duly provided for in accordance with the terms of the 2016 Series J Supplemental Resolution.

### Supplemental Resolutions

In addition to the purposes set forth in Section 8.1 of the General Resolution, a Supplemental Resolution of the Corporation may be adopted for any one or more of the following purposes, among others, and at any time or from time to time, which, upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Corporation, shall be fully effective in accordance with its terms: (1) to provide for such changes as are deemed necessary or desirable by the Corporation upon the delivery to the Trustee of a Credit Facility; or (2) to provide for such changes as are deemed necessary or desirable by the Corporation to take effect on the Conversion Date.

In addition to the purposes set forth in Section 8.2 of the General Resolution, a Supplemental Resolution of the Corporation may be adopted, at any time or from time to time, to change any of the time periods for provision of notice relating to the Mandatory Purchase Provision, Demand Purchase Option or interest rate determination, or the time periods for interest rate determination or the procedure for tendering 2016 Series J-1 Bonds in connection with the Mandatory Purchase Provision or Demand Purchase Option, which, (i) upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Corporation, (ii) upon the filing with the Trustee and the Corporation of an instrument in writing made by the Trustee consenting thereto, and (iii) after such period of time as the Trustee and the Corporation deem appropriate following notice to the owners of the 2016 Series J-1 Bonds (but not less than thirty (30) days), shall be fully effective in accordance with its terms.

### Amendments, Changes and Modifications to the Credit Facility

Subject to the provisions of the following sentence, the Trustee may, without the consent of the owners of the 2016 Series J-1 Bonds, consent to any amendment of the Credit Facility which does not prejudice in any material respect the interests of the 2016 Series J-1 Bondholders. Except for such amendments, the Credit Facility may be amended only with the consent of the Trustee and the owners of a majority in aggregate principal amount of Outstanding 2016 Series J-1 Bonds, except that, without the written consent of the owners of all Outstanding 2016 Series J-1 Bonds, no amendment may be made to the Credit Facility which would reduce the amounts required to be paid thereunder or change the time for payment of such amounts; provided that any such amounts may be reduced without such consent solely to the extent that such reduction represents a reduction in any fees payable from such amounts.

## APPENDIX B

### FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the “Disclosure Agreement”), dated as of December 22, 2016, is executed and delivered by CJ Plaza One LLC, a New York limited liability company, and BRP JAMSTA TC Owner LLC, a New York limited liability company (collectively, the “Mortgagor”) and The Bank of New York Mellon (the “Bond Trustee”) in connection with the issuance of \$161,500,000 aggregate principal amount of the Corporation’s Multi-Family Housing Revenue Bonds, 2016 Series J-1 (the “Bonds”). The Bonds are being issued pursuant to the Multi-Family Housing Revenue Bonds Bond Resolution adopted by the New York City Housing Development Corporation (the “Issuer”) on July 27, 1993, as amended from time to time, and the Two Hundred Twentieth Supplemental Resolution Authorizing the Issuance of Multi-Family Housing Revenue Bonds, 2016 Series J adopted by the Issuer on December 2, 2015 (collectively, the “Resolution”). The Mortgagor and the Bond Trustee covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Mortgagor and the Bond Trustee for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the Rule (defined below).

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Mortgagor pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Beneficial Owner” shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

“Disclosure Representative” shall mean the President or any Vice President of the general partner of the Mortgagor or his or her designee, or such other officer or employee as the Mortgagor shall designate in writing to the Bond Trustee from time to time.

“Dissemination Agent” shall mean any dissemination agent (which may be the Bond Trustee) designated in writing by the Mortgagor and which (if not the Bond Trustee) has filed with the Bond Trustee a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access which provides continuing disclosure services for the receipt and public availability of continuing disclosure documents and related information required by the Rule.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“Participating Underwriters” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean the MSRB or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of New York.

“Supplement” means the final 2016 Series J-1 Supplement dated December 8, 2016 to the Official Statement dated December 8, 2016 relating to the Bonds.

### SECTION 3. Provision of Annual Reports.

(a) The Mortgagor shall, or shall cause the Dissemination Agent, if any, to, not later than 180 days after the end of the Mortgagor’s fiscal year (presently December 31), commencing with the report for the fiscal year ending on the first December 31 after the Conversion occurs, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report shall be submitted to the Repository’s EMMA system either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related information required by MSRB to accurately identify: (i) the category of information being provided; (ii) the time period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate); (iv) the name of any obligated person other than the issuer; (v) the name and date of the document; and (vi) contact information for the Mortgagor’s submitter of Dissemination Agent, if any, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited consolidated financial statements of the Mortgagor may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Mortgagor’s fiscal year changes, the Mortgagor shall give notice of such change in the same manner as for a Listed Event under Section 5(b).

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to the Repository, the Mortgagor shall provide the Annual Report to the Dissemination Agent, if any, and the Bond Trustee. If by such date, the Bond Trustee has not received a copy of the Annual Report, the Bond Trustee shall contact the Mortgagor and the Dissemination Agent, if any, to determine if the Mortgagor is in compliance with the first sentence of this subsection (b).

(c) If the Bond Trustee is unable to verify that an Annual Report has been provided to the Repository by the date required in subsection (a), the Bond Trustee shall send a notice to the Repository in substantially the form attached as Exhibit A.

SECTION 4. Content of Annual Reports. The Mortgagor’s Annual Report shall contain or include by reference the following:

(a) The audited consolidated financial statements of the Mortgagor for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated from time to time by the Financial Accounting Standards Board. If such audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) To the extent not otherwise included in the audited consolidated financial statements provided pursuant to paragraph (a) above, the financial information and operating data of the type contained under the heading “THE 2016 SERIES J DEVELOPMENT AND THE MORTGAGOR” in the Supplement.

(c) Levels of occupancy at the 2016 Series J Development.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Mortgagor is an “obligated person” (as defined by the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Mortgagor shall clearly identify each such other document so included by reference.

#### SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Mortgagor shall give, or cause to be given, notice, in a timely manner (not in excess of ten business days after the occurrence of such event), of the occurrence of any of the following events with respect to the Bonds (such obligation of the Mortgagor to give, or cause to be given, any notice pursuant to this Section 5, to commence upon the Conversion):

- (1) principal and interest payment delinquencies;
- (2) non-payment 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, IRS notices or material events affecting the tax-exempt status of the Bonds;
- (7) modifications to rights of Bondholders, if material;
- (8) bond calls, if material;
- (9) defeasances;
- (10) release, substitution or sale of property securing prepayment of the Bonds, if material;
- (11) rating changes;
- (12) tender offers;
- (13) bankruptcy, insolvency, receivership or similar proceeding of the Mortgagor;
- (14) the consummation of a merger, consolidation, or acquisition involving the Mortgagor or the sale of all or substantially all of the assets of the Mortgagor, other than 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;

(15) appointment of a successor or additional trustee or the change of name of a trustee, if material; and

(16) failure to provide annual financial information as required.

(b) If a Listed Event occurs, the Mortgagor shall provide each Event Notice to the Dissemination Agent, if any, and to the Repository. Each Event Notice shall be so captioned and shall prominently state the date, title and (to the extent less than all of the Bonds are affected by the related material event) CUSIP numbers of the Bonds. Unless otherwise required by the MSRB, all notices, documents and information provided to the MSRB shall be provided to the MSRB's Electronic Municipal Market Access (EMMA) system, the current Internet Web address of which is [www.emma.msrb.org](http://www.emma.msrb.org). All notices, documents and information provided to the MSRB shall be provided in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(c) The Mortgagor may from time to time choose to provide notice of the occurrence of certain other events, in addition to those listed above, but the Mortgagor does not undertake any commitment to provide such notice of any event except those events listed above.

SECTION 6. Termination of Reporting Obligation. The Mortgagor's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds and at such time that the Mortgagor ceases to be an "obligated person" (as defined by the Rule). If the Mortgagor's obligations under the Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Agreement in the same manner as if it were the Mortgagor and the Mortgagor shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the Mortgagor shall give notice of such termination, or shall cause notice of such termination to be given, in the same manner as for a Listed Event under Section 5(b).

SECTION 7. Dissemination Agent. The Mortgagor may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Mortgagor pursuant to this Disclosure Agreement, including but not limited to determining whether the contents of any Annual Report satisfy the requirements of Section 4 of the Agreement.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Mortgagor may amend this Disclosure Agreement (and the Bond Trustee shall agree to any amendment so requested by the Mortgagor), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of the Bond Trustee or nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Mortgagor shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Mortgagor. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(b), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Mortgagor from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Mortgagor chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Mortgagor shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Mortgagor or the Bond Trustee to comply with any provision of this Disclosure Agreement, the Bond Trustee may (and, at the request of any Participating Underwriters or the Holders of at least 51% aggregate principal amount of Outstanding Bonds, subject to its right to be indemnified to its satisfaction, shall), or any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Mortgagor or Bond Trustee, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Resolution or the Lease, and the sole remedy under this Disclosure Agreement in the event of any failure of the Mortgagor or the Bond Trustee to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Bond Trustee. For the purposes of defining the standards of care and performance and the protections and indemnities applicable to the Bond Trustee in the performance of its obligations under this Disclosure Agreement, Article IX of the Resolution is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Resolution. Anything herein to the contrary notwithstanding, other than as explicitly set forth herein, the Bond Trustee shall have no duty to investigate or monitor compliance by the Mortgagor with the terms of this Disclosure Agreement, including without limitation, reviewing the accuracy or completeness of any notices or filings filed by the Mortgagor hereunder.

SECTION 12. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given as follows:

To the Mortgagor: CJ Plaza One, LLC and  
BRP JAMSTA TC Owner LLC  
c/o BRP Development  
767 Third Avenue, 33rd Floor  
New York, New York 10017  
Attention: Steven Smith

To the Bond Trustee: The Bank of New York Mellon  
101 Barclay Street, Floor 7W  
New York, New York 10286  
Attention: Global Corporate Trust

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Mortgagor, the Bond Trustee, the Dissemination Agent, if any, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

CJ PLAZA ONE LLC, a New York limited liability company

By: \_\_\_\_\_  
Name:  
Title:

BRP JAMSTA TC OWNER LLC, a New York limited liability company

By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NEW YORK MELLON,  
as Bond Trustee

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**  
**NOTICE TO REPOSITORIES REGARDING**  
**FINANCIAL INFORMATION**

Name of Agency: New York City Housing Development Corporation

Name of Bond Issue: \$ \_\_\_\_\_ New York City Housing Development Corporation  
Multi-Family Housing Revenue Bonds, 2016 Series J-1

Name of Company: CJ Plaza One LLC and BRP JAMSTA TC Owner LLC

Date of Issuance: December 22, 2016

NOTICE IS HEREBY GIVEN that the Company has not yet provided or caused the Company to provide the Annual Financial Information with respect to the above-named Bonds. The Company anticipates that the Annual Financial Information will be filed by [date].

Dated: \_\_\_\_\_

\_\_\_\_\_  
on behalf of CJ Plaza One LLC and  
BRP JAMSTA TC Owner LLC

cc: New York City Housing Development Corporation