

**NEW ISSUE**

**RATING:** See "RATING" herein

*In the opinion of Nixon Peabody LLP and BurgherGray LLP, as Co-Bond Counsel, under existing law and assuming compliance with the tax covenants described herein, and the accuracy of certain representations and certifications made by the Corporation described herein, interest on the Series 2026 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Co-Bond Counsel are also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code; such interest, however, will be taken into account in computing the alternative minimum tax imposed on certain corporations under the Code to the extent that such interest is included in the "adjusted financial statement income" of such corporations. Co-Bond Counsel are further of the opinion that, under existing law, interest on the Series 2026 Bonds is, by virtue of the Act (as herein defined), exempt from personal income taxation imposed by the State of New York or any political subdivision thereof, including The City of New York. See "TAX MATTERS" herein regarding certain other tax considerations.*

**\$436,640,000\***

**NEW YORK CONVENTION CENTER  
DEVELOPMENT CORPORATION**

**\$382,275,000\***

**Senior Lien Revenue Refunding Bonds  
(Hotel Unit Fee Secured),  
Series 2026A**

**\$54,365,000\***

**Senior Lien Revenue Refunding Bonds  
(Hotel Unit Fee Secured),  
Series 2026B (Forward Delivery)**

**Dated: Date of Delivery**

**Due: November 15, as shown on the inside cover pages hereof**

The New York Convention Center Development Corporation Senior Lien Revenue Refunding Bonds (Hotel Unit Fee Secured), Series 2026A (the "Series 2026A Bonds") and the New York Convention Center Development Corporation Senior Lien Revenue Refunding Bonds (Hotel Unit Fee Secured), Series 2026B (Forward Delivery) (the "Series 2026B Bonds," and together with the Series 2026A Bonds, the "Series 2026 Bonds") are special obligations of the New York Convention Center Development Corporation (the "Corporation"), a subsidiary of the New York State Urban Development Corporation (doing business as Empire State Development) and organized pursuant to the New York Business Corporation Law. The Series 2026 Bonds are being issued to (i) refund certain outstanding Senior Lien Revenue Bonds of the Corporation and (ii) pay costs of issuance associated with the Series 2026 Bonds.

The Series 2026 Bonds are payable from and secured solely by a pledge of all Revenues and Accounts within the Convention Center Development Fund, established and held by the Senior Lien Trustee (other than the Costs of Issuance Account, the Construction Account and the Rebate Account) (the "Senior Lien Pledged Property"), under the Amended and Restated Revenue Bond (Hotel Unit Fee Secured) Resolution of the Corporation adopted on November 3, 2005, amended and restated on August 3, 2015 and August 10, 2016 (the "Senior Lien General Resolution"), as supplemented, including as supplemented by the Fourth Supplemental Revenue Bond (Hotel Unit Fee Secured) Resolution of the Corporation relating to the Series 2026A Bonds adopted on May 21, 2026 (the "Fourth Senior Lien Supplemental Resolution") and by the Fifth Supplemental Revenue Bond (Hotel Unit Fee Secured) Resolution of the Corporation relating to the Series 2026B Bonds adopted on May 21, 2026 (the "Fifth Senior Lien Supplemental Resolution" and, together with the Fourth Senior Lien Supplemental Resolution and the Senior Lien General Resolution, the "Senior Lien Resolution"), all as more fully defined and described herein. The payment of the Series 2026 Bonds is additionally secured pursuant to a Second Amended and Restated Credit Support Agreement Relating to Certain Bonds Issued Under the Amended and Restated Revenue Bond (Hotel Unit Fee Secured) Resolution, dated as of June \_\_, 2026 (the "Senior Lien Credit Support Agreement"), by and between the Corporation and the State of New York Mortgage Agency ("SONYMA"). **The issuance of the Series 2026 Bonds is conditioned upon (i) the consent of SONYMA and (ii) the approval by SONYMA of the Senior Lien Credit Support Agreement, in each case pursuant to a resolution of the SONYMA board of directors expected to be adopted on June 18, 2026.**

The payment of the Series 2026 Bonds is also secured by certain amounts to be deposited into the Revenue Account and a Debt Service Reserve Account held under the Senior Lien General Resolution as described herein.

The Series 2026 Bonds are being issued on parity with certain outstanding Senior Lien Bonds (as defined herein) previously issued by the Corporation under the Senior Lien General Resolution, as more fully described herein.

The Series 2026 Bonds will bear interest from their respective dates of delivery, and interest will be payable semiannually on each May 15 and November 15, commencing November 15, 2026. The Series 2026 Bonds are subject to redemption prior to maturity, as more fully described herein.

Pursuant to the Act (as defined herein), nothing contained in the Senior Lien Resolution shall be deemed to restrict the right of the State of New York (the "State") to amend, modify, repeal or otherwise alter statutes imposing or relating to taxes or fees, assessments or appropriations relating thereto, including the Hotel Unit Fee (as more fully described herein). The exercise by the State of its right to amend, repeal, modify or otherwise alter any such tax, fee or appropriation shall not constitute a default under the Senior Lien Resolution. By the terms of the Act, the State is not obligated to make any payments or impose any taxes to satisfy the obligations of the Corporation.

The Series 2026 Bonds will be issued by means of a Book-Entry Only system evidencing ownership and transfer of the Series 2026 Bonds on the records of The Depository Trust Company ("DTC") and its participants. Details of payment of the Series 2026 Bonds are more fully described in this Official Statement.

**THE SERIES 2026 BONDS SHALL NOT CONSTITUTE A DEBT OF THE STATE WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OR OF THE TAXING POWER OF THE STATE, AND THE STATE SHALL NOT BE LIABLE TO MAKE PAYMENTS THEREON. THE SERIES 2026 BONDS ARE NOT PAYABLE OUT OF ANY FUNDS OR ASSETS OTHER THAN THE CONVENTION CENTER DEVELOPMENT FUND AND OTHER FUNDS AND ASSETS OF OR AVAILABLE TO THE CORPORATION AND PLEDGED THEREFOR UNDER THE SENIOR LIEN RESOLUTION. THE CORPORATION HAS NO TAXING POWER.**

**IN NO EVENT SHALL THE SERIES 2026 BONDS OR THE CORPORATION'S OBLIGATIONS UNDER THE SENIOR LIEN CREDIT SUPPORT AGREEMENT BE SECURED BY A LIEN ON THE JACOB K. JAVITS CONVENTION CENTER (THE "CONVENTION CENTER" OR THE "JAVITS CENTER") OR BE SECURED BY OR PAYABLE FROM AMOUNTS DERIVED FROM THE OPERATION OF THE CONVENTION CENTER.**

**NEITHER THE OBLIGATIONS OF SONYMA UNDER THE SENIOR LIEN CREDIT SUPPORT AGREEMENT (AS DEFINED HEREIN) NOR THE REIMBURSEMENT OBLIGATIONS OF THE CORPORATION THEREUNDER SHALL BE A DEBT OF THE STATE OR OF ANY MUNICIPALITY, AND NEITHER THE STATE NOR ANY MUNICIPALITY SHALL BE LIABLE THEREON.**

The Series 2026 Bonds are offered when, as and if issued and received by the underwriters listed below (the "Underwriters") and subject to the unqualified approving opinions as to legality by Nixon Peabody LLP, New York, New York, and BurgherGray LLP, New York, New York, Co-Bond Counsel to the Corporation. Certain legal matters will be passed upon for the Corporation by its counsel, Bryant Rabbino LLP, New York, New York, New York, and certain legal matters will be passed upon for the Underwriters by their counsel, Katten Muchin Rosenman LLP, New York, New York. The Series 2026A Bonds are expected to be available for delivery at DTC in New York, New York, on or about June 23, 2026. The Series 2026B Bonds are expected to be available for delivery at DTC in New York, New York, on or about August 19, 2026. For a discussion of the forward delivery of the Series 2026B Bonds, certain conditions to the Underwriters' obligation to purchase the Series 2026B Bonds and certain risks to purchasers of beneficial interests in the Series 2026B Bonds resulting from this forward delivery, see "THE SERIES 2026 BONDS - Delayed Delivery of the Series 2026B Bonds" herein.

<b>Wells Fargo Securities</b>		
<b>Goldman, Sachs &amp; Co. LLC</b>		<b>Morgan Stanley</b>
<b>Barclays</b>	<b>Blaylock Van, LLC</b>	<b>FHN Financial Capital Markets</b>
<b>J.P. Morgan</b>	<b>Ramirez &amp; Co., Inc.</b>	<b>Raymond James</b>
<b>Siebert Williams Shank &amp; Co.</b>		<b>Stern Brothers &amp; Co.</b>

June \_\_, 2026

\* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein is subject to change, completion and amendment without notice. Under no circumstances will this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the securities offered hereby by any person, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

**\$436,640,000\***  
**NEW YORK CONVENTION CENTER  
DEVELOPMENT CORPORATION**

**\$382,275,000\***  
**Senior Lien Revenue Refunding Bonds  
(Hotel Unit Fee Secured),  
Series 2026A**

<u>Maturity (November 15)*</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Price or Yield</u>	<u>CUSIP†</u>
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				

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\* Preliminary, subject to change.

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**\$54,365,000\***  
**Senior Lien Revenue Refunding Bonds**  
**(Hotel Unit Fee Secured),**  
**Series 2026B (Forward Delivery)**

\$ \_\_\_\_\_ **Serial Bonds**

<u>Maturity</u> <u>(November 15)*</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Price or Yield</u>	<u>CUSIP</u> <sup>†</sup>
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				
2046				

\$ \_\_\_\_\_ **Term Bonds**

\$ \_\_\_\_\_ % Term Bonds due November 15, 20\_\_ - Priced to Yield \_\_\_\_\_ % CUSIP<sup>†</sup> \_\_\_\_\_

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\* Preliminary, subject to change.

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## **IMPORTANT INFORMATION ABOUT THIS OFFICIAL STATEMENT**

The information set forth herein has been obtained from the Corporation, SONYMA, the Underwriters, HVS Convention, Sports & Entertainment Facilities Consulting, based in Chicago, Illinois, a division of HVS Global Hospitality Services (“HVS”) and other sources which are believed to be reliable. The information contained under the captions “HOTEL UNIT FEE STUDY” and in “APPENDIX A – HOTEL UNIT FEE STUDY” hereto has been included in reliance upon HVS as an expert in the hospitality industry and in tax estimation analyses. Neither the Corporation nor the Underwriters have any independent knowledge of any facts indicating that the information contained in APPENDIX A hereto is inaccurate in any material respect, but has not independently verified this information and cannot and does not warrant the accuracy or completeness of this information. The information contained under the caption “CERTAIN INFORMATION RELATING TO THE MORTGAGE INSURANCE FUND” has been furnished by SONYMA. Neither the Corporation nor the Underwriters have any independent knowledge of any facts indicating that such information is inaccurate in any material respect, but has not independently verified this information and cannot and does not warrant the accuracy or completeness of this information. The Corporation believes the information furnished by other sources is reliable, but the Corporation makes no representations or warranties as to the accuracy or completeness of this information and such information is not to be construed as a representation by the Underwriters of the Series 2026 Bonds or the Corporation as to the accuracy or completeness of information from other sources. The information and expressions of opinion contained in this Official Statement are subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create any implication that there has been no change in the information or opinions stated herein or in the affairs of the Corporation, SONYMA or the matters covered by the report of HVS included as APPENDIX A to this Official Statement since the date hereof.

Other than with respect to information concerning the Mortgage Insurance Fund under the caption “CERTAIN INFORMATION RELATING TO THE MORTGAGE INSURANCE FUND,” none of the information in this Official Statement has been supplied or verified by SONYMA, and SONYMA makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information, except with respect to such information under the aforesaid caption; (ii) the validity of the Series 2026 Bonds; or (iii) the tax exempt status of the interest on the Series 2026 Bonds.

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

**IN CONNECTION WITH THE OFFERING, THE UNDERWRITERS MAY EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2026 BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY ALSO COMMUNICATE INDEPENDENT INVESTMENT RECOMMENDATIONS, MARKET COLOR, OR TRADING IDEAS AND/OR PUBLISH OR EXPRESS INDEPENDENT RESEARCH VIEWS IN RESPECT OF THE SERIES 2026 BONDS AND MAY AT ANY TIME HOLD OR RECOMMEND TO CLIENTS THAT THEY SHOULD ACQUIRE LONG AND/OR SHORT POSITIONS IN SUCH SERIES 2026 BONDS.**

The order and placement of material in this Official Statement, including its appendices, are not to be deemed a determination of relevance, materiality, or importance, and all material in this Official Statement, including the appendices, must be considered in its entirety. The contents of this Official Statement are not to be construed as legal, business, or tax advice. Prospective investors should consult their own attorneys and business and tax advisors as to legal, business, and tax advice. In making an investment decision, prospective investors must rely on their own examination of the terms of the offering of the Series 2026 Bonds, including the merits and risks involved. This Official Statement is not to be construed as a contract or agreement between the Corporation and the purchasers or holders of any Series 2026 Bonds.

THE SERIES 2026 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE INDENTURE HAS NOT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2026 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE SERIES 2026 BONDS

HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF.

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 OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2026 Bonds in any jurisdiction in which such offer, solicitation, or sale is not qualified or permitted under applicable law or to any person to whom it is unlawful to make such offer, solicitation, or sale.

The CUSIP numbers are included on the inside cover pages of this Official Statement for the convenience of the holders and potential holders of the Series 2026 Bonds. No assurance can be given that the CUSIP numbers for the Series 2026 Bonds will remain the same after the date of issuance and delivery of the Series 2026 Bonds.

Where statutes, reports, agreements, or other documents are referred to herein, reference should be made to such statutes, reports, agreements, or other documents for more complete information regarding the rights and obligations of the parties thereto, facts and opinions contained therein, and the subject matter thereof, and all summaries of such statutes, reports, agreements, or other documents are qualified in their entirety by reference to such statutes, reports, agreements, or other documents in their entirety.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used, such as “plan,” “expect,” “estimate,” “budget,” “intend,” “projection,” or other similar words. Such forward-looking statements speak only as of the date of this Official Statement. A number of important factors affecting the Corporation could cause actual results to differ materially from those stated in the forward-looking statements and such forward looking statements should not be construed in any way as a prediction or guarantee of actual performance or future events. Forward-looking statements inherently are subject to a variety of risks and uncertainties that could cause actual results to differ materially from those projected. Such risks and uncertainties include, among others, general economic and business conditions, changes in political, social, and economic conditions, regulatory initiatives and compliance with governmental regulations, litigation and various other events, conditions, and circumstances, many of which are beyond the control of the Corporation. THE CORPORATION DISCLAIMS ANY OBLIGATION OR UNDERTAKING TO RELEASE PUBLICLY ANY UPDATES OR REVISIONS TO ANY FORWARD-LOOKING STATEMENT CONTAINED HEREIN TO REFLECT ANY CHANGE IN THE EXPECTATIONS WITH REGARD THERETO OR ANY CHANGE IN EVENTS, CONDITIONS, OR CIRCUMSTANCES ON WHICH ANY SUCH STATEMENT IS BASED.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission, as amended (the “Rule”) or otherwise.

THIS OFFICIAL STATEMENT INCLUDES THE COVER PAGE, THE INSIDE COVER PAGES, THE APPENDICES, AND THE INFORMATION INCLUDED BY SPECIFIC CROSS-REFERENCE HEREIN AND SHOULD BE READ IN ITS ENTIRETY. INFORMATION CONTAINED ON THE WEBSITES OF THE CORPORATION, SONYMA OR HVS DO NOT CONSTITUTE PART OF THIS OFFICIAL STATEMENT.

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## OFFICIAL STATEMENT

**\$436,640,000\***

### NEW YORK CONVENTION CENTER DEVELOPMENT CORPORATION

**\$382,275,000\***

**Senior Lien Revenue Refunding Bonds  
(Hotel Unit Fee Secured),  
Series 2026A**

**\$54,365,000\***

**Senior Lien Revenue Refunding Bonds  
(Hotel Unit Fee Secured),  
Series 2026B (Forward Delivery)**

## INTRODUCTION

### General

This Official Statement, including the cover page, inside cover pages and appendices, provides information in connection with the issuance by the New York Convention Center Development Corporation (the "Corporation") of its (i) \$382,275,000\* Senior Lien Revenue Refunding Bonds (Hotel Unit Fee Secured), Series 2026A (the "Series 2026A Bonds") and (ii) \$54,365,000\* Senior Lien Revenue Refunding Bonds (Hotel Unit Fee Secured), Series 2026B (Forward Delivery) (the "Series 2026B Bonds" and, together with the Series 2026A Bonds, the "Series 2026 Bonds"). The Series 2026 Bonds are being issued pursuant to Chapter 35 of the Laws of the State of New York (the "State"), 1979, and Chapter 3 of the Laws of the State, 2004, as amended (the "Act").

The Series 2026 Bonds are being issued pursuant to the Amended and Restated Revenue Bond (Hotel Unit Fee Secured) Resolution of the Corporation adopted on November 3, 2005, amended and restated on August 3, 2015 and August 10, 2016 (the "Senior Lien General Resolution"), as supplemented, including as supplemented by the Fourth Supplemental Revenue Bond (Hotel Unit Fee Secured) Resolution of the Corporation relating to the Series 2026A Bonds adopted on May 21, 2026 (the "Fourth Senior Lien Supplemental Resolution") and by the Fifth Supplemental Revenue Bond (Hotel Unit Fee Secured) Resolution of the Corporation relating to the Series 2026B Bonds adopted on May 21, 2026 (the "Fifth Senior Lien Supplemental Resolution" and, together with the Fourth Senior Lien Supplemental Resolution and the Senior Lien General Resolution, the "Senior Lien Resolution").

As of the date of this Preliminary Official Statement, the Corporation has outstanding (i) \$514,670,000 aggregate principal amount of its Revenue Refunding Bonds (Hotel Unit Fee Secured) Series 2015 dated August 27, 2015 (the "Series 2015 Bonds"), and (ii) \$191,819,715.20 aggregate principal amount (based on original principal amount for Capital Appreciation Bonds) of its Senior Lien Revenue Bonds (Hotel Unit Fee Secured) Series 2016A dated September 22, 2016 (the "Series 2016A Bonds" and, together with the Series 2015 Bonds, the "Outstanding Senior Lien Bonds"). The Series 2026A Bonds are being issued by the Corporation to refund a portion of the outstanding Series 2015 Bonds as more particularly described in APPENDIX G-1 hereto (the "Series 2015 Refunded Bonds"). The Series 2026B Bonds are being issued by the Corporation to refund a portion of the outstanding Series 2016A Bonds as more particularly described in APPENDIX G-2 hereto (the "Series 2016A Refunded Bonds" and together with the Series 2015 Refunded Bonds, the "Refunded Bonds"). See "PLAN OF REFUNDING" herein. The Series 2015 Bonds and Series 2016A Bonds were originally issued to finance or refinance the expansion and renovation of the Javits Center (as defined below).

The Series 2026 Bonds are being issued on parity with the Series 2015 Bonds and the Series 2016A Bonds that will remain outstanding, if any, following the payment of the Refunded Bonds on the respective dates of delivery of the Series 2026 Bonds. The Series 2015 Bonds, the Series 2016A Bonds, the Series 2026 Bonds and all other bonds that may be issued on parity therewith under the Senior Lien General Resolution are collectively referred to herein as the "Senior Lien Bonds."

The Act authorizes the issuance by the Corporation of special obligation revenue bonds to finance the expansion and renovation of the Jacob K. Javits Convention Center (the "Convention Center" or the "Javits Center") and to refinance such bonds. The Series 2026 Bonds are being issued to refund the Refunded Bonds and to pay the

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\* Preliminary, subject to change.

costs of issuance of the Series 2026 Bonds. The Series 2026 Bonds are not secured by the Convention Center or by any amounts derived from the operation of the Convention Center. See “SECURITY AND SOURCES OF PAYMENT.”

As of the date of this Preliminary Official Statement, the Corporation also has outstanding \$195,356,728.70 aggregate principal amount (based on original principal amount for Capital Appreciation Bonds) of Subordinated Lien Revenue Bonds (Hotel Unit Fee Secured) Series 2016B (the “2016B Subordinated Lien Bonds”). All principal and interest accounts and reserve accounts established for the benefit of the 2016B Subordinated Lien Bonds are fully funded to their current required levels.

All capitalized terms not otherwise defined herein shall have the meanings set forth in “APPENDIX B—SUMMARY OF CERTAIN DEFINITIONS AND PROVISIONS OF THE SENIOR LIEN RESOLUTION.”

### **The Corporation**

The Corporation is a subsidiary of the New York State Urban Development Corporation (doing business as Empire State Development (“ESD”)), initially organized pursuant to the New York Business Corporation Law and the Act to plan, design, construct and otherwise develop the Convention Center and subsequently authorized to expand and renovate the Convention Center. The Convention Center is located on the west side of Manhattan and currently bound by 11<sup>th</sup> and 12<sup>th</sup> Avenues and 34<sup>th</sup> and 40<sup>th</sup> Streets. See “NEW YORK CONVENTION CENTER DEVELOPMENT CORPORATION – The Javits Center.”

### **The Series 2026 Bonds**

The Series 2026 Bonds are special obligations of the Corporation payable from and secured solely by a pledge of the Senior Lien Pledged Property. The Series 2026 Bonds will bear interest from their respective dates of delivery, and interest will be payable on each May 15 and November 15, commencing November 15, 2026.

The Series 2026 Bonds are subject to redemption prior to maturity, as more fully described herein, and will be issued by means of a Book-Entry Only system. For a more complete description of the Series 2026 Bonds, see “THE SERIES 2026 BONDS”, “PLAN OF REFUNDING”, and “SECURITY AND SOURCES OF PAYMENT” herein.

### **The SONYMA Senior Lien Bonds**

The State of New York Mortgage Agency (“SONYMA”) is the owner of Series 2015 Bonds in the principal amount of \$500,000 maturing on November 15, 2045 (the “2015 SONYMA Bonds”) and Series 2016A Bonds in the principal amount of \$250,000 maturing on November 15, 2056 (the “2016A SONYMA Bonds” and, together with the 2015 SONYMA Bonds, the “SONYMA Senior Lien Bonds”).

The SONYMA Senior Lien Bonds are being held by SONYMA to ensure that all obligations of the Corporation under the Amended and Restated Credit Support Agreement Relating to Certain Bonds Issued Under the Amended and Restated Revenue Bond (Hotel Unit Fee Secured) Resolution, dated as of September 22, 2016, by and between the Corporation and SONYMA, are fully paid in accordance with the Senior Lien Resolution. In connection with the issuance of the Series 2026 Bonds, the Corporation and SONYMA expect to enter into the hereinafter-defined Senior Lien Credit Support Agreement. See “- The Senior Lien Credit Support Agreement” and “- Approval of the Senior Lien Credit Support Agreement” below and “PLAN OF REFUNDING,” “SECURITY AND SOURCES OF PAYMENT” and “APPENDIX C – PROPOSED FORM OF THE SENIOR LIEN CREDIT SUPPORT AGREEMENT” herein.

### **Security and Sources of Payment**

***The Hotel Unit Fee.*** The Hotel Unit Fee is a fee of \$1.50 imposed on certain hotel room rentals and short-term rental units in all five boroughs of The City of New York (the “City”) (the “Hotel Unit Fee”). The fee applies to

each rental day of a hotel unit or short-term rental unit with a partial day rental counted as a full rental day. Hotel Unit Fee receipts for the Bond Year ending November 15, 2025 were \$54,160,795.

Nothing contained in the Senior Lien Resolution shall be deemed to restrict the right of the State to amend, modify, repeal or otherwise alter statutes imposing or relating to taxes or fees, assessments or appropriations relating thereto, including the Hotel Unit Fee. The exercise by the State of its right to amend, repeal, modify or otherwise alter any such tax, fee or appropriation shall not constitute a default under the Senior Lien Resolution. By the terms of the Act, the State is not obligated to make any payments or impose any taxes to satisfy the obligations of the Corporation. Under existing law, no further action on the part of the State Legislature is necessary for the Corporation to continue to receive Hotel Unit Fee receipts.

**Senior Lien Bonds.** Pursuant to the Senior Lien Resolution and the Act, the Senior Lien Bonds, including the Series 2026 Bonds, are special obligations of the Corporation payable from and secured solely by a pledge of the Senior Lien Pledged Property, including all Revenues and all Funds and Accounts within the Convention Center Development Fund established and held by the Senior Lien Trustee (other than the Costs of Issuance Account, the Construction Account and the Rebate Account) under the Senior Lien Resolution. “Revenues” primarily consist of (i) the moneys received or to be received by the Corporation from the Hotel Unit Fee, (ii) all amounts received by the Corporation pursuant to the Senior Lien Credit Support Agreement, and (iii) any other revenues, fees, charges, surcharges, rents, proceeds or other income and receipts received by or on behalf of the Corporation or by the Senior Lien Trustee and on deposit in any Fund or Account (other than the Costs of Issuance Account, the Construction Account and the Rebate Account) held by the Senior Lien Trustee under the Senior Lien Resolution. See “SECURITY AND SOURCES OF PAYMENT- Special Obligations – *Senior Lien Bonds*.”

**The Senior Lien Credit Support Agreement.** In connection with the issuance of the Series 2026 Bonds, the Corporation and SONYMA expect to enter into a Second Amended and Restated Credit Support Agreement Relating to Certain Bonds Issued Under the Amended and Restated Revenue Bond (Hotel Unit Fee Secured) Resolution, dated as of June \_\_, 2026 (the “Senior Lien Credit Support Agreement”), by and between the Corporation and SONYMA. **The issuance of the Series 2026 Bonds is conditioned upon (i) the consent of SONYMA and (ii) the approval by SONYMA of the Senior Lien Credit Support Agreement, in each case pursuant to a resolution of the SONYMA board of directors expected to be adopted on June 18, 2026. See “Approval of the Senior Lien Credit Support Agreement” below and “APPENDIX C – PROPOSED FORM OF THE SENIOR LIEN CREDIT SUPPORT AGREEMENT.”**

Pursuant to the Senior Lien Credit Support Agreement, and as described therein, in the event moneys on deposit in the Funds and Accounts established under the Senior Lien Resolution held by the Senior Lien Trustee and available to pay Debt Service on the Senior Lien Bonds are insufficient to pay principal of (including Sinking Fund Installments) and interest on the Senior Lien Bonds when due, SONYMA will agree to pay the amount necessary to pay principal (including sinking fund installments) and interest on the Senior Lien Bonds which shall not exceed in any Bond Year an amount up to one-third of the scheduled debt service in such Bond Year on the Senior Lien Bonds that are supported by the Senior Lien Credit Support Agreement from amounts on deposit in the Development Corporation Credit Support Account (the “Credit Support Account”) held within SONYMA’s Mortgage Insurance Fund (the “MIF”). **As more fully described herein, the amounts in the Credit Support Account, excluding the Subordinated Lien Credit Support Subaccount, secure SONYMA’s obligations under the Senior Lien Credit Support Agreement.** The MIF is funded primarily by a surtax on the State mortgage recording tax. However, imposition or application of the mortgage recording taxes described herein as currently provided in the New York State Tax Law (the “Tax Law”) and the SONYMA Act (as hereinafter defined) is subject to change in the future. See “SECURITY AND SOURCES OF PAYMENT - Senior Lien Credit Support Agreement”, “CERTAIN INFORMATION RELATING TO THE MORTGAGE INSURANCE FUND” and “APPENDIX C – PROPOSED FORM OF THE SENIOR LIEN CREDIT SUPPORT AGREEMENT.”

The outstanding Senior Lien Bonds and the Series 2026 Bonds will be supported by the Senior Lien Credit Support Agreement, and future additional Senior Lien Bonds may be supported by the Senior Lien Credit Support Agreement as hereinafter described.

**Approval of the Senior Lien Credit Support Agreement.** The issuance of the Series 2026 Bonds is conditioned upon (i) the consent of SONYMA and (ii) the approval by SONYMA of the Senior Lien Credit Support

Agreement, in each case pursuant to a resolution of the SONYMA board of directors expected to be adopted on June 18, 2026. **In the event that the SONYMA board of directors does not (i) consent to the issuance of the Series 2026 Bonds and (ii) approve the Senior Lien Credit Support Agreement, the Series 2026 Bonds will not be issued. See “APPENDIX C – PROPOSED FORM OF THE SENIOR LIEN CREDIT SUPPORT AGREEMENT.”**

***The Revenue Account under the Senior Lien Resolution – Available for Payment of Senior Lien Bonds Debt Service.*** As further security for the Senior Lien Bonds, and prior to amounts available from moneys on deposit in the Debt Service Reserve Account established under the Senior Lien Resolution and payments made pursuant to the Senior Lien Credit Support Agreement, the Senior Lien Resolution requires that there be retained in the Revenue Account established under the Senior Lien Resolution an amount equal to 80% of an amount equal to the aggregate of the greatest amount of Debt Service on all outstanding Senior Lien Bonds payable in the then-current Bond Year or in any Bond Year thereafter (the “Senior Lien Revenue Account Requirement”). See “SECURITY AND SOURCES OF PAYMENT - Revenue Accounts - Revenue Account Requirement Available for Payment of Debt Service.” Amounts in the Revenue Account under the Senior Lien Resolution may be applied to any of the purposes identified in clauses First through Seventh listed under “SECURITY AND SOURCES OF PAYMENT- Flow of Funds – *Senior Lien Resolution – Flow of Funds*” and in such order of priority.

***The Debt Service Reserve Account under the Senior Lien Resolution.*** As further security for the Senior Lien Bonds and Parity Obligations (as defined in “APPENDIX B - SUMMARY OF CERTAIN DEFINITIONS AND PROVISIONS OF THE SENIOR LIEN RESOLUTION”) (the “Senior Lien Parity Obligations”), the Senior Lien Resolution requires a Debt Service Reserve Account to be established and provides for its funding and maintenance in an amount equal to the Debt Service Reserve Account Requirement (as hereinafter defined). If at any time the amounts on deposit in the Revenue Account established under the Senior Lien Resolution, the Debt Service Account established under the Senior Lien Resolution and the Redemption Account established under the Senior Lien Resolution are insufficient to pay the principal of or the Redemption Price of (but not including any applicable premium), and interest on, the Senior Lien Bonds and Senior Lien Parity Obligations then due, the Senior Lien Trustee shall withdraw from the Debt Service Reserve Account established under the Senior Lien Resolution and deposit in the Debt Service Account established under the Senior Lien Resolution the amount necessary to meet the deficiency. See “SECURITY AND SOURCES OF PAYMENT-Debt Service Reserve Accounts.”

**THE SERIES 2026 BONDS SHALL NOT CONSTITUTE A DEBT OF THE STATE WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OR OF THE TAXING POWER OF THE STATE, AND THE STATE SHALL NOT BE LIABLE TO MAKE PAYMENTS THEREON.**

**THE SERIES 2026 BONDS ARE NOT PAYABLE OUT OF ANY FUNDS OR ASSETS OTHER THAN THE CONVENTION CENTER DEVELOPMENT FUND AND OTHER FUNDS AND ASSETS OF OR AVAILABLE TO THE CORPORATION AND PLEDGED THEREFOR UNDER THE SENIOR LIEN RESOLUTION. THE CORPORATION HAS NO TAXING POWER.**

**IN NO EVENT SHALL THE SERIES 2026 BONDS OR THE CORPORATION’S OBLIGATIONS UNDER THE SENIOR LIEN CREDIT SUPPORT AGREEMENT BE SECURED BY A LIEN ON THE CONVENTION CENTER OR BE SECURED BY OR PAYABLE FROM AMOUNTS DERIVED FROM THE OPERATION OF THE CONVENTION CENTER.**

**NEITHER THE OBLIGATIONS OF SONYMA UNDER THE SENIOR LIEN CREDIT SUPPORT AGREEMENT NOR THE REIMBURSEMENT OBLIGATIONS OF THE CORPORATION THEREUNDER SHALL BE A DEBT OF THE STATE OR OF ANY MUNICIPALITY, AND NEITHER THE STATE NOR ANY MUNICIPALITY SHALL BE LIABLE THEREON.**

#### **Hotel Unit Fee Study**

HVS Convention, Sports & Entertainment Facilities Consulting, based in Chicago, Illinois, a division of HVS Global Hospitality Services (“HVS”) has provided an independent study of the Hotel Unit Fee and a forecast for collections of the Hotel Unit Fee. (See “HOTEL UNIT FEE,” “HOTEL UNIT FEE STUDY” and “APPENDIX A –

HOTEL UNIT FEE STUDY”). The Hotel Unit Fee Study prepared by HVS (the “HVS Report”) is set forth in its entirety in APPENDIX A hereto. The HVS Report should be read in its entirety.

### **Bondowners’ Risks**

There are a number of considerations and risks relating to any investment, including an investment in the Series 2026 Bonds, some of which are described herein under the caption “BONDOWNERS’ RISKS AND INVESTMENT CONSIDERATIONS”, which should be carefully reviewed by investors.

### **Additional Information**

*This Introduction is not a summary of this Official Statement and is intended to be only a brief description of and reference to, and is qualified in its entirety by reference to, the more complete and detailed information contained in this Official Statement, including the cover page, the inside cover pages and the appendices, and the documents included, summarized, described and referenced herein. Investors should review the entire Official Statement. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. For a more detailed description of the Series 2026 Bonds, the Senior Lien Pledged Property, and other provisions of the Senior Lien Resolution, as well as historical information and projections concerning funds pledged to the payment of the Series 2026 Bonds, investors should review the entire Official Statement.*

*Further, this Official Statement speaks only as of its date, and the information herein is subject to change, completion and amendment without notice.*

## **NEW YORK CONVENTION CENTER DEVELOPMENT CORPORATION**

### **General**

The Corporation, a subsidiary of the New York State Urban Development Corporation (doing business as Empire State Development (“ESD”)), is organized pursuant to the New York Business Corporation Law and the Act to plan, design, construct and otherwise develop a convention and exhibition center. The stockholders of the Corporation are ESD and the Triborough Bridge and Tunnel Authority, both New York State public benefit corporations. Each of the stockholders is entitled to elect one-half of the directors of the Corporation, and each stockholder shall select one director upon the written recommendation by each of the Mayor of The City of New York, the Speaker of the New York State Assembly and the Temporary President of the New York State Senate. The Act authorizes development of the Convention Center on the west side of Manhattan, generally bound by 11<sup>th</sup> and 12<sup>th</sup> Avenues and 30<sup>th</sup> and 42<sup>nd</sup> Streets. The Convention Center was opened in 1986, and generally is bound by 11<sup>th</sup> and 12<sup>th</sup> Avenues and 34<sup>th</sup> and 40<sup>th</sup> Streets. The Convention Center is operated and maintained by the New York Convention Center Operating Corporation (the “Operating Corporation”), a New York State public benefit corporation, which leases the Convention Center from the Corporation. By the terms of the Act, notwithstanding the existence of common management of one or more members of the Corporation’s stockholders, the Corporation shall be treated as a separate legal entity with separate corporate purposes as authorized by law.

### **Directors and Officers of the Corporation**

The Directors of the Corporation are:

<u>Name</u>	<u>Affiliation</u>
Henry Silverman	Chairman
Michael G. Carey	Director
Vincent Iannelli	Director
Lee H. Perlman	Director
Adam Schuman	Director
Joseph E. Spinnato	Director

The officers of the Corporation are:

<u>Name</u>	<u>Title</u>
Rebecca Pellegrini	President
Arden Sokolow	Vice President
Joshua Bloodworth	General Counsel**
Raymond J. Orlando	Chief Financial Officer
Matthew Bray	Treasurer
Debbie Royce	Secretary

\*\* The position of General Counsel is appointed ex-officio with the corresponding position at ESD.

### **The Javits Center**

The Javits Center currently encompasses 3.3 million square feet, including more than 850,000 square feet of exhibition space, 102 flexible meeting rooms and a range of special event, support, service and pre-function areas on the superblock between West 34th and West 40th Streets from Eleventh Avenue to Twelfth Avenue in Manhattan.

Since its opening, the Javits Center has been the City's primary venue for large conventions, exhibitions, and major trade shows. These events are key contributors to the City and State economy, stimulating direct and indirect employment, economic activity, and tax revenues, and supporting the City's hotel, restaurant, tourism, and entertainment industries. Development in the area around the Javits Center has expanded in recent years, including the Hudson Yards redevelopment project, and continues to grow.

Funded by a Hotel Unit Fee authorized by the New York State Legislature, and consistent with a 2009 General Project Plan for the Javits Center, a major renovation was completed in 2014 that included a new facade, new entrances, and a new green roof. The renovation allowed for a 26% reduction in energy use, improved visitor experience, and other operations upgrades.

A further \$1.5 billion renovation and expansion project for the Javits Center was completed in May 2021. Following completion of such project, the Javits Center encompasses a 3.3 million square foot campus of event-related facilities, including 10 exhibit halls, 102 flexible meeting rooms, a rooftop pavilion accommodating up to 1,500 people and the 30,000 square foot Javits Broadcast Studio, which supports hybrid in-person and virtual events. The 1.2 million square foot north Javits Center expansion achieved LEED Gold certification.

The Corporation currently has no plans for additional borrowings for capital projects for the Javits Center.

### **HOTEL UNIT FEE**

#### **General**

Pursuant to the Act and Section 1104, the Hotel Unit Fee is a fee of \$1.50 per unit per day imposed on occupancy of a unit in a hotel located within New York City (Bronx, Kings, New York, Queens and Richmond Counties). Chapter 99 of the Laws of 2025 amended Tax Law § 1104 to extend the Hotel Unit Fee to short-term rental units. As amended, Section 1104(a) provides that "in addition to any other fee or tax imposed by this article or any other law, on and after April first, two thousand five, there is hereby imposed within the territorial limits of a city with a population of a million or more and there shall be paid a unit fee on every occupancy of a unit in a hotel or short-term rental unit in such city at the rate of one dollar and fifty cents per unit per day."

Tax Bulletin ST-331 ("ST-331"), issued by the New York State Department of Taxation and Finance on July 30, 2025, states that both hotel operators and short-term rental unit operators, as well as booking services that facilitate those rentals, must collect sales tax on occupancy charges when the rental rate exceeds \$2.00 per day. ST-331 defines hotels broadly to include properties such as hotels, motels, inns, bed-and-breakfast establishments, ski lodges, and apartment hotels, and defines short-term rental units to include houses, apartments, condominiums, cooperative units, cabins, cottages, bungalows, and similar furnished living units.

The Hotel Unit Fee is not imposed (1) on a permanent resident of the hotel or short-term rental unit; (2) where the rent per unit is not more than \$2 per day; or (3) on rent for any occupancy that is excluded or exempted from sales tax under the Tax Law or under any other provision of law. A permanent resident is an occupant of a room or rooms in a hotel for at least 90 consecutive days. Rentals by individuals and organizations exempt from sales tax are also exempt from this fee. These organizations include, but are not limited to, New York State and any of its agencies, instrumentalities, public corporations and political subdivisions; the United States of America and its agencies and instrumentalities; the United Nations and any international organizations of which the United States is a member; diplomatic missions and diplomats; organizations organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary or education purposes or to foster national or international amateur sports competition or for the prevention of cruelty to children or animals; certain posts or organizations consisting of past or present members of the armed forces of the United States and certain Indian nations or tribes.

Pursuant to Section 1104, the Hotel Unit Fee receipts received by the New York State Commissioner of the Department of Taxation and Finance (the “Commissioner”), after subtracting the amount determined by the Commissioner to be necessary to pay the reasonable costs of administering, collecting and distributing such Hotel Unit Fee receipts, are deposited daily at the direction of the New York State Comptroller (the “Comptroller”) in a trust account held by the Comptroller on behalf of the Corporation. On or before the twelfth day of every month, the Commissioner is required to certify to the Comptroller the amount of receipts of the Hotel Unit Fee received during the prior month and the Comptroller is required to pay the amount so certified to the Chief Fiscal Officer of the Corporation, currently the Treasurer, for deposit in the Convention Center Development Fund.

### Historical Receipts

The following table shows actual receipts of the Hotel Unit Fee, including late payments and penalties, remitted by the Department of Taxation to the Corporation pursuant to the Act since the Hotel Unit Fee was first imposed, beginning on April 1, 2005.

<b><u>Bond Year Ending November 15</u></b>	<b><u>Total Receipts</u></b>	<b><u>Bond Year Ending November 15</u></b>	<b><u>Total Receipts</u></b>
2006	\$31,896,574	2016	\$52,637,837
2007	32,080,709	2017	49,250,590
2008	36,608,338	2018	53,086,411
2009	32,678,523	2019	52,622,259
2010	37,510,015	2020	31,895,680
2011	38,423,303	2021	19,519,704
2012	41,513,750	2022	41,188,780
2013	40,863,794	2023	49,579,664
2014	45,072,946	2024	49,713,259
2015	45,727,109	2025	54,160,795
		2026*	27,663,155

Source: The Corporation.

\* Through May 2026, representing 9.5% growth compared to Bond Year 2025 over the same period.

### PLAN OF REFUNDING

The proceeds of the Series 2026A Bonds and other available funds will be used to (i) refund the Series 2015 Refunded Bonds, as more particularly described in “APPENDIX G-1 — SERIES 2015 REFUNDED BONDS CANDIDATES” hereto, and (ii) pay costs of issuance associated with the Series 2026A Bonds. The refunding is contingent upon delivery of the Series 2026A Bonds. It is anticipated that the Series 2015 Refunded Bonds will be redeemed on or about June 23, 2026 (the “2015 Redemption Date”).

The proceeds of the Series 2026B Bonds and other available funds will be used to (i) refund the Series 2016A Refunded Bonds, as more particularly described in “APPENDIX G-2 — SERIES 2016A REFUNDED BONDS CANDIDATES” hereto, and (ii) pay costs of issuance associated with the Series 2026B Bonds. The refunding is

contingent upon delivery of the Series 2026B Bonds. It is anticipated that the Series 2016A Refunded Bonds will be redeemed on or about November 15, 2026 (the “2016A Redemption Date”).

Upon delivery of the Series 2026A Bonds, the refunding proceeds will be used to pay the principal or Redemption Price of and interest on the Series 2015 Refunded Bonds on the 2015 Redemption Date.

Upon delivery of the Series 2026B Bonds, the refunding proceeds will be placed in an irrevocable trust fund (the “Escrow Deposit Fund”), established with U.S. Bank Trust Company, National Association, as escrow agent (the “Escrow Agent”) and under an Escrow Agreement dated as of June 23, 2026 between the Escrow Agent and the Corporation (the “Escrow Agreement”). The Escrow Agent will use such proceeds of the Series 2026B Bonds to purchase a portfolio of non-callable direct obligations of, or obligations guaranteed by, the government of the United States of America, and any other Defeasance Obligations, as defined in the Senior Lien Resolution. The Defeasance Obligations will have maturities and interest rates sufficient to meet principal and interest payments on the Series 2016A Refunded Bonds on the 2016A Redemption Date. All investment income on and maturing principal of the Defeasance Obligations, along with other amounts needed to pay the principal or Redemption Price of and interest on the Series 2016A Refunded Bonds will be irrevocably deposited by the Corporation into the Escrow Deposit Fund for payment of the Series 2016A Refunded Bonds.

See “VERIFICATION OF MATHEMATICAL COMPUTATIONS.”

**Sources and Uses of Funds**

The following table sets forth the estimated sources and uses of funds with respect to the Series 2026 Bonds:

<b>Sources of Funds</b>	<b>Series 2026A Bonds</b>	<b>Series 2026B Bonds</b>	<b>Total</b>
Principal Amount of Series 2026 Bonds	\$	\$	\$
[Net] Original Issue [Bond Premium/Discount]			
Other Sources of Funds*			
Total Sources.....	<u>\$</u>	<u>\$</u>	<u>\$</u>
<b>Uses of Funds</b>			
Redemption of Series 2015 Refunded Bonds / Deposit to Escrow Deposit Fund for Series 2016A Refunded Bonds.....	\$	\$	\$
Costs of Issuance.....			
Underwriters’ Discount.....			
Total Uses.....	<u>\$</u>	<u>\$</u>	<u>\$</u>

\* Consisting of a portion of the excess amounts held in the Revenue Account and excess amounts above the Debt Service Reserve Account Requirement.

Upon issuance of the Series 2026 Bonds, it is anticipated that excess amounts held in the Debt Service Reserve Account and a portion of the excess in the Revenue Account established under the Senior Lien Resolution will be released from the Debt Service Reserve Account and the Revenue Account and will be applied to the refunding of the Refunded Bonds.

## DEBT SERVICE REQUIREMENTS

The following schedule sets forth, for each 12-month period ending November 15 of the years shown, the amounts required for the payment of debt service on other outstanding Senior Lien Bonds, for the payment of debt service on the Series 2026 Bonds and the aggregate total debt service during each such period. The following schedule does not include debt service on outstanding Subordinated Lien Bonds issued by the Corporation.

2-Month Period Ending November 15	Outstanding Senior Lien Bonds Debt Service <sup>(1)</sup>	<u>Series 2026A Bonds</u>			<u>Series 2026B Bonds</u>			Aggregate Debt Service <sup>(1)</sup>
		Principal Payments	Interest Payments	Total Debt Service	Principal Payments	Interest Payments	Total Debt Service	
2026 <sup>(2)</sup>	\$43,395,888	\$	\$	\$	\$	\$	\$	\$
2027	43,399,638							
2028	43,397,388							
2029	43,397,388							
2030	43,397,388							
2031	43,400,138							
2032	43,397,881							
2033	43,396,381							
2034	43,395,631							
2035	43,397,881							
2036	43,399,250							
2037	43,399,000							
2038	43,398,250							
2039	43,393,750							
2040	43,397,250							
2041	43,401,550							
2042	43,396,600							
2043	43,398,975							
2044	43,396,100							
2045	43,394,975							
2046	43,398,375							
2047	43,401,875							
2048	43,396,875							
2049	43,396,875							
2050	43,396,875							
2051	43,396,875							
2052	43,396,875							
2053	43,401,875							
2054	43,396,875							
2055	43,396,875							
2056	43,396,875							
<b>Total<sup>(3)</sup></b>	<b>\$1,345,328,425</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

<sup>(1)</sup> Includes principal of and interest on the Refunded Bonds and includes principal of and interest on the SONYMA Senior Lien Bonds.

<sup>(2)</sup> Reflects the full year of debt service in 2026.

## Historical Debt Service Coverage

The table below shows the historical coverage of annual debt service for the outstanding Senior Lien Bonds using Hotel Unit Fee receipts for Bond Years 2016 – 2025. For purposes of the table below, the SONYMA commitment for the outstanding Senior Lien Bonds is equal to one-third of the principal and interest due on the outstanding Senior Lien Bonds.

Bond Year Ending November 15	Hotel Unit Fee Receipts	Senior Lien Bonds SONYMA Commitment	Total Revenues <sup>(1)</sup>	Senior Lien Bonds Annual Debt Service	Senior Lien Hotel Unit Fee Coverage	Senior Lien Total Coverage
2016	\$52,637,837	\$13,339,628	\$65,977,465	\$40,018,884	1.32x	1.65x
2017	49,250,590	14,465,547	63,716,137	43,396,640	1.13x	1.47x
2018	53,086,411	14,321,796	67,408,207	42,965,388	1.24x	1.57x
2019	52,622,259	14,321,029	66,943,288	42,963,088	1.22x	1.56x
2020	31,895,680	14,321,979	46,217,660	42,965,938	0.74x	1.08x
2021	19,519,704	14,322,063	33,841,767	42,966,188	0.45x	0.79x
2022	41,188,780	14,321,396	55,510,176	42,964,188	0.96x	1.29x
2023	49,579,664	14,440,396	64,020,060	43,321,188	1.14x	1.48x
2024	49,713,259	14,466,296	64,179,555	43,398,888	1.15x	1.48x
2025	54,160,795	14,466,129	68,626,924	43,398,388	1.25x	1.58x

Source: The Corporation.

(1) Includes the sum of Hotel Unit Fee receipts and Senior Lien Bonds SONYMA commitment.

The Corporation has not drawn on the Debt Service Reserve Account relating to the Senior Lien Bonds, nor required any funds available under the Senior Lien Credit Support Agreement. Debt service payments for Bond Years ending November 15, 2020, 2021 and 2022 not fully funded from Hotel Unit Fee receipts received in the same Bond Year were funded from amounts available in the Senior Lien Revenue Account.

## Debt Service Coverage of Maximum Annual Debt Service – Additional Senior Lien Bonds

The Senior Lien Resolution permits the issuance of additional Senior Lien Bonds. See “SECURITY AND SOURCES OF PAYMENT – Issuance of Additional Bonds and Refunding Bonds.” The table below shows the coverage of maximum annual debt service for the Outstanding Senior Lien Bonds using Hotel Unit Fee receipts for Bond Year 2025. For purposes of the table below, maximum annual debt service is the amount equal to the aggregate of the greatest amount of Debt Service on all Outstanding Senior Lien Bonds payable in the then current Bond Year, or any Bond Year thereafter (“Senior Lien Maximum Annual Debt Service” or “Senior Lien MADS”). For purposes of the table below, the SONYMA commitment for the Outstanding Senior Lien Bonds is assumed to equal one-third (1/3) of Senior Lien MADS. (Please note, however, that under the Senior Lien Credit Support Agreement the SONYMA commitment does not exceed one-third (1/3) of scheduled principal and interest due on the Senior Lien Bonds that are supported by the Senior Lien Credit Support Agreement in the then current Bond Year). See “SECURITY FOR THE BONDS – Senior Lien Credit Support Agreement” and “APPENDIX C – PROPOSED FORM OF THE SENIOR LIEN CREDIT SUPPORT AGREEMENT.”

Bond Year Ending November 15	Hotel Unit Fee Receipts	Senior Lien Bonds SONYMA Commitment	Total Revenues <sup>(1)</sup>	Senior Lien Maximum Annual Debt Service <sup>(2)</sup>	Senior Lien Hotel Unit Fee Coverage	Senior Lien Total Coverage
2025	\$54,160,795	\$14,467,292	\$68,628,087	\$43,401,875	1.25x	1.58x

Source: The Corporation.

(1) Total Revenues are the sum of the Hotel Unit Fee receipts and the Senior Lien Bonds SONYMA commitment which is assumed to equal one-third of Senior Lien MADS. However, under the Senior Lien Credit Support Agreement, the SONYMA commitment does not exceed one-third (1/3) of scheduled principal and interest due on the Senior Lien Bonds in the then current Bond Year.

(2) Assumes the maximum annual debt service of the outstanding Senior Lien Bonds, prior to the proposed issuance of the Series 2026 Bonds.

## Projected Debt Service Coverage

Set forth below is a schedule showing the projected debt service coverage ratios for the Senior Lien Bonds based on Hotel Unit Fee revenues estimated by HVS and implied debt service coverage for the Senior Lien Bonds based on all Revenues available to pay principal of and interest on such Senior Lien Bonds, including amounts payable under the Senior Lien Credit Support Agreement.

The estimated debt service coverage ratios shown in the following table assume that Hotel Unit Fee receipts are received in accordance with the projections contained in the HVS Report. Actual Hotel Unit Fee receipts likely will vary from the projections and forecast included in the HVS Report and such variations may be material and adverse.

Bond Year Ending November 15	Projected Hotel Unit Fee Revenue <sup>(1)</sup>	Senior Lien Bonds SONYMA Commitment	Projected Total Revenues <sup>(2)</sup>	Senior Lien Bonds Annual Debt Service <sup>(3)</sup>	Projected Senior Lien Hotel Unit Fee Coverage	Projected Senior Lien Total Coverage
2026	\$55,421,000	\$14,465,296	\$69,886,296	\$43,395,888	1.28x	1.61x
2027	56,252,000	14,466,546	70,718,546	43,399,638	1.30x	1.63x
2028	57,096,000	14,465,796	71,561,796	43,397,388	1.32x	1.65x
2029	57,953,000	14,465,796	72,418,796	43,397,388	1.34x	1.67x
2030	58,822,000	14,465,796	73,287,796	43,397,388	1.36x	1.69x
2031	59,704,000	14,466,713	74,170,713	43,400,138	1.38x	1.71x
2032	60,600,000	14,465,960	75,065,960	43,397,881	1.40x	1.73x
2033	61,509,000	14,465,460	75,974,460	43,396,381	1.42x	1.75x
2034	62,432,000	14,465,210	76,897,210	43,395,631	1.44x	1.77x
2035	63,368,000	14,465,960	77,833,960	43,397,881	1.46x	1.79x
2036	64,201,000	14,466,417	78,667,417	43,399,250	1.48x	1.81x
2037	65,003,000	14,466,333	79,469,333	43,399,000	1.50x	1.83x
2038	65,816,000	14,466,083	80,282,083	43,398,250	1.52x	1.85x
2039	66,638,000	14,464,583	81,102,583	43,393,750	1.54x	1.87x
2040	67,471,000	14,465,750	81,936,750	43,397,250	1.55x	1.89x
2041	68,315,000	14,467,183	82,782,183	43,401,550	1.57x	1.91x
2042	69,169,000	14,465,533	83,634,533	43,396,600	1.59x	1.93x
2043	70,033,000	14,466,325	84,499,325	43,398,975	1.61x	1.95x
2044	70,909,000	14,465,367	85,374,367	43,396,100	1.63x	1.97x
2045	71,795,000	14,464,992	86,259,992	43,394,975	1.65x	1.99x
2046	72,559,000	14,466,125	87,025,125	43,398,375	1.67x	2.01x
2047	73,284,000	14,467,292	87,751,292	43,401,875	1.69x	2.02x
2048	74,017,000	14,465,625	88,482,625	43,396,875	1.71x	2.04x
2049	74,757,000	14,465,625	89,222,625	43,396,875	1.72x	2.06x
2050	75,505,000	14,465,625	89,970,625	43,396,875	1.74x	2.07x
2051	76,260,000	14,465,625	90,725,625	43,396,875	1.76x	2.09x
2052	77,023,000	14,465,625	91,488,625	43,396,875	1.77x	2.11x
2053	77,793,000	14,467,292	92,260,292	43,401,875	1.79x	2.13x
2054	78,571,000	14,465,625	93,036,625	43,396,875	1.81x	2.14x
2055	79,357,000	14,465,625	93,822,625	43,396,875	1.83x	2.16x
2056	80,150,000	14,465,625	94,615,625	43,396,875	1.85x	2.18x

<sup>(1)</sup> Figures from the HVS Report. Projected Hotel Unit Fee revenues do not take into account the State Collection Charges. See "Appendix A – Hotel Unit Fee Study."

<sup>(2)</sup> Includes the sum of Hotel Unit Fee revenues and Senior Lien Bonds SONYMA Commitment.

<sup>(3)</sup> Debt service before the expected issuance of the Series 2026 Bonds and the refunding of the Refunded Bonds. 2026 reflects the full Bond Year's debt service.

## THE SERIES 2026 BONDS

### General

The Series 2026 Bonds will be dated their respective dates of delivery and will bear interest from such respective dates payable semiannually on May 15 and November 15 of each year, commencing November 15, 2026 (each an “Interest Payment Date”), until the principal amount is paid. The Series 2026 Bonds shall mature on November 15 in the years and principal amounts and bear interest at the rates per annum set forth on the inside cover pages of this Official Statement. The Senior Lien Trustee will be the trustee, registrar and paying agent for the Series 2026 Bonds.

The Series 2026 Bonds will be issued by means of a Book-Entry Only system, registered in the name of The Depository Trust Company (“DTC”). The certificates will not be available for distribution to the public and will evidence ownership of the Series 2026 Bonds in principal amounts of \$5,000, or integral multiples thereof (except to the extent required by the Resolution with respect to the SONYMA Senior Lien Bonds). Transfers of ownership will be effected on the records of DTC and its Participants (as defined herein) pursuant to rules and procedures established by DTC and its Participants. Interest, principal and premium, if any, due on the Series 2026 Bonds will be paid in clearinghouse funds to DTC or its nominee as Bondowner of the Series 2026 Bonds. The record date for payments on account of the Series 2026 Bonds will be the fourteenth day (whether or not a Business Day) next preceding an Interest Payment Date. As long as the Book-Entry Only system remains in effect, DTC or its nominee will be recognized as the owner of the Series 2026 Bonds for all purposes, including notices and voting. Neither the Corporation nor the Senior Lien Trustee will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants. See “BOOK-ENTRY ONLY SYSTEM.”

### Redemption\*

**Optional Redemption.** The Series 2026 Bonds maturing after November 15, 2036\* are subject to redemption prior to their stated dates of maturity on or after November 15, 2036\*, at the option of the Corporation from any moneys legally available therefor, in whole or in part at any time, by lot, at 100% of the principal amount thereof, plus accrued interest to the redemption date.

**Mandatory Redemption.** The Series 2026B Bonds due on November 15, 20\_\_ shall be redeemed in part through application of Sinking Fund Installments as provided in the Senior Lien Resolution on and after November 15, 20\_\_ at a Redemption Price equal to the principal amount of the Series 2026B Bond or portion thereof to be redeemed, together with interest accrued to the redemption date. Subject to the provisions of the Senior Lien Resolution permitting amounts to be credited toward part or all of any Sinking Fund Installment, with respect to the Series 2026B Bonds due on the date specified above, there shall be due and the Corporation shall in any and all events be required to pay on each Sinking Fund Installment date set forth in the following table the amount set opposite such date, and said amount shall constitute a Sinking Fund Installment for the retirement of the Series 2026B Bonds (the principal amount set opposite the maturity date in said table shall be payable on such maturity date and shall not constitute a Sinking Fund Installment):

**Series 2026B Term Bond  
Maturing November 15, 20\_\_**

November 15,	Sinking Fund Installment
	\$

†

† Stated maturity.

\* Preliminary, subject to change.

**Notice of Redemption.** The Senior Lien Trustee shall give notice of redemption to the owners of the respective Series 2026 Bonds, not less than 30 days prior to the date fixed for redemption. So long as the Book-Entry Only system remains in effect for the Series 2026 Bonds, notices of redemption will be given by the Senior Lien Trustee only to DTC or its nominee. Any failure on the part of DTC, any DTC Participant, or any nominee of a beneficial owner of any Series 2026 Bond (having received notice from a DTC Participant or otherwise) to notify the Beneficial Owner (as defined herein) so affected, shall not affect the validity of the redemption. The Senior Lien Resolution provides that a notice of redemption may state that such redemption is conditioned upon the receipt by the Senior Lien Trustee of moneys sufficient to pay the Redemption Price or upon the satisfaction of any other condition or the occurrence of any other event as shall be stated in such notice.

**Selection of Bonds for Redemption.** In the event that less than all of any one maturity of any Series of the Series 2026 Bonds are to be redeemed, and so long as the Book-Entry Only system remains in effect for such Series 2026 Bonds, the particular Series 2026 Bonds or portion of any such Series 2026 Bonds of a particular maturity to be redeemed will be selected by DTC. If the Book-Entry Only system no longer remains in effect for the 2026 Bonds, selection for redemption of less than all of any one maturity of any Series of the Series 2026 Bonds will be made by the Senior Lien Trustee by lot in such manner as it shall deem proper in its discretion. For purposes of selection by lot within a maturity, each \$5,000 of principal amount of a Series 2026 Bond will be considered a separate Series 2026 Bond.

### **Delayed Delivery of the Series 2026B Bonds**

The Corporation has entered into a Forward Delivery Contract of Purchase (the “Forward Delivery Contract”) for the Series 2026B Bonds with Wells Fargo Bank, National Association, as Representative of the Underwriters for the Series 2026B Bonds (the “Representative”). Subject to the terms of the Forward Delivery Contract, the Corporation expects to deliver the Series 2026B Bonds on or about August 19, 2026, or such later date as may be mutually agreed to by the Corporation and the Representative (the “Settlement Date”).

The obligation of the Underwriters to purchase the Series 2026B Bonds from the Corporation is subject to the satisfaction of certain conditions, as outlined in the Forward Delivery Contract, on the Settlement Date. All the conditions and termination rights with respect to the sale and settlement of the Series 2026B Bonds are set forth in the Forward Delivery Contract. The following is a description of certain provisions of the Forward Delivery Contract. The following description is not to be considered a full statement of the terms of the Forward Delivery Contract and, accordingly, is qualified by reference thereto and is subject to the full text thereof, a copy of which is available from the Corporation and the Representative.

Pursuant to the Forward Delivery Contract and to the extent that information contained in this Official Statement requires updating in any material respect, the Corporation has agreed to prepare an updated official statement (the “Updated Official Statement”), to be dated a date not more than twenty-five (25) days and not less than ten (10) days prior to the Settlement Date, and which, as of such date, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

BY PLACING AN ORDER WITH THE UNDERWRITERS FOR THE PURCHASE OF THE SERIES 2026B BONDS, EACH PURCHASER ACKNOWLEDGES AND AGREES THAT THE SERIES 2026B BONDS ARE BEING SOLD ON A “DELAYED DELIVERY” BASIS, THAT THE PURCHASER IS OBLIGATED TO ACCEPT DELIVERY OF AND PAY FOR THE SERIES 2026B BONDS ON THE SETTLEMENT DATE SUBJECT TO THE CONDITIONS IN THE FORWARD DELIVERY CONTRACT, AND THAT EACH PURCHASER WILL SIGN AND DELIVER TO THE REPRESENTATIVE, A DELAYED DELIVERY CONTRACT SUBSTANTIALLY IN THE FORM ATTACHED AS APPENDIX F (A “DELAYED DELIVERY CONTRACT”) AS A CONDITION TO ANY SERIES 2026B BONDS BEING ALLOCATED TO SUCH PURCHASER. ADDITIONALLY, EACH PURCHASER ACKNOWLEDGES AND AGREES THAT IT WILL REMAIN OBLIGATED TO PURCHASE SUCH SERIES 2026B BONDS IN ACCORDANCE WITH THE TERMS OF THE DELAYED DELIVERY CONTRACT, EVEN IF THE PURCHASER DECIDES TO SELL SUCH SERIES 2026B BONDS FOLLOWING THE DATE OF PURCHASE, UNLESS THE PURCHASER SELLS SUCH SERIES 2026B BONDS TO ANOTHER ENTITY WITH THE PRIOR WRITTEN CONSENT OF THE REPRESENTATIVE AND SUCH ENTITY PROVIDES A WRITTEN ACKNOWLEDGEMENT OF CONFIRMATION OF PURCHASE ORDER AND A DELAYED DELIVERY CONTRACT IN THE SAME RESPECTIVE FORM AS THAT EXECUTED BY THE PURCHASER.

ADDITIONALLY, EACH PURCHASER ACKNOWLEDGES AND AGREES THAT ANY SALE OF THE SERIES 2026B BONDS BY THE PURCHASER DURING THE DELAYED DELIVERY PERIOD (AS DEFINED BELOW) MUST BE ACCOMPANIED BY A DELAYED DELIVERY CONTRACT (IN THE FORM ATTACHED AS APPENDIX F TO THIS OFFICIAL STATEMENT) EXECUTED BY THE NEW PURCHASER, TOGETHER WITH DELIVERY OF THE UPDATED OFFICIAL STATEMENT TO THE NEW PURCHASER.

***Settlement Date for the Series 2026B Bonds***

The Underwriters' obligations under the Forward Delivery Contract to purchase, accept delivery of and pay for the Series 2026B Bonds on the Settlement Date are conditioned upon the performance by the Corporation of its obligations thereunder, the delivery of certain certificates and legal opinions, including, without limitation, the delivery of an opinions of Co-Bond Counsel dated the Settlement Date, substantially in the form and to the effect as set forth in Appendix E-2 to this Official Statement (the "Bond Counsel Opinion"), and the satisfaction of other conditions as of the Settlement Date. At any time subsequent to June 23, 2026 (the "Initial Closing") and on or prior to the Settlement Date (the "Delayed Delivery Period"), the Underwriters have the right, without liability, to terminate their obligations under the Forward Delivery Contract, by notifying the Corporation of their election to do so, if:

(a) (i) Legislation shall have been enacted by the New York Senate or Assembly, the House of Representatives or the Senate of the Congress of the United States, or recommended to the Congress for passage (by press release, report, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or by the Chairman or ranking minority member of the United States Senate Committee on Finance or the United States House of Representatives Committee on Ways and Means or Conference Committee of both Houses of Congress, or legislation shall have been proposed for consideration by any such Committee or its Chairman or ranking minority member or legislation shall have been favorably reported for passage to the New York Senate or Assembly, or either House of the Congress by any Committee of such House subsequent to the date hereof, or (ii) a decision shall have been rendered by the United States Tax Court or by a court established under Article III of the Constitution of the United States, or (iii) an order, ruling or regulation shall have been issued or proposed by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or any other agency of the United States, or (iv) a release or official statement shall have been issued by the President of the United States or by the Treasury Department of the United States or by the Internal Revenue Service, the effect of which in any such case described in clause (i), (ii), (iii) or (iv) would be to impose, directly or indirectly, Federal or state income taxation upon interest received on obligations of the general character of the Series 2026B Bonds or upon income received by entities of the general character of the Corporation in such a manner as in the sole reasonable judgment of the Representative would adversely affect the market price or marketability of the Series 2026B Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices or (yields), of the Series 2026B Bonds;

(b) Any order, ruling, regulation (final, temporary or proposed) issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, or an order, decree, or injunction issued by any court of competent jurisdiction, or legislation shall have been enacted by the House of Representatives or the Senate of the Congress of the United States, or recommended to the Congress for passage by the President of the United States or favorably reported, subsequent to the date hereof, for passage to either House of the Congress by any Committee of such House, which would require registration of any security under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or qualification of any indenture under the Trust Indenture Act of 1939, as amended, in connection with the public offering of the Series 2026B Bonds (including any related underlying obligations securing the Series 2026B Bonds), or that the issuance, offering or sale of the Series 2026B Bonds, as contemplated hereby or by the Preliminary Official Statement or the Official Statement or otherwise, is or would be in violation of the federal securities laws as amended and then in effect, or any action shall have been taken by any court or by any governmental authority suspending the use of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, or any proceeding for that purpose shall have been initiated or threatened in any such court or by any such authority;

(c) A general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have occurred and be in effect on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction or any national

securities exchange shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Series 2026B Bonds; or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers, the effect of which is in the reasonable judgment of the Representative, materially adversely affects the market price or marketability of the Series 2026B Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2026B Bonds at the contemplated offering prices (or yields) of the Series 2026B Bonds;

(d) A general banking moratorium shall have been declared by authorities of the United States or the State or a major financial crisis or a material disruption in commercial banking or securities settlement or clearance services shall have occurred such as to make it, in the reasonable judgment of the Representative, materially adversely affects the market price or marketability of the Series 2026B Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2026B Bonds at the contemplated offering prices (or yields) of the Series 2026B Bonds;

(e) There shall have occurred any (i) new attack on, outbreak of hostilities or act of terrorism involving the United States; or (ii) any new declaration by the United States of a national or international emergency or war or any other national or international calamity or emergency or any escalation thereof shall have occurred; which, in the judgment of the Representative materially adversely affects the market price or marketability of the Series 2026B Bonds or the ability of the Underwriters to enforce contracts for sale, at the contemplated offering prices (or yields), of the Series 2026B Bonds;

(f) Any event shall have occurred, or information become known, which, in the Representatives' reasonable opinion, makes untrue any material statement or information contained in the Preliminary Official Statement or the Official Statement as originally circulated, or has the effect that the Preliminary Official Statement or the Official Statement as originally circulated, contained or contains an untrue statement of a material fact, or omitted or omits to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and, in any such event, the Corporation refuses to permit the Preliminary Official Statement, or the Official Statement to be supplemented to supply such statement or information, or the effect of the Preliminary Official Statement, the Official Statement as so supplemented is to, in the judgment of the Representative, materially adversely impact the market price or marketability of the Series 2026B Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering price, of the Series 2026B Bonds;

(g) Any Federal governmental authority or any national association of securities dealers shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities, generally, or to the Series 2026B Bonds or similar obligations; or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers, which in the reasonable opinion of the Representative materially adversely affects the value or marketability of the Series 2026B Bonds;

(h) Any rating, withdrawal or suspension of any rating (without regard to credit enhancement) or downgrading on the Series 2026B Bonds or any other outstanding Senior Lien Bonds of the Corporation below "Baa3" or the equivalent; or trading in any securities of the Corporation shall have been suspended in the municipal market; or any proceeding shall be pending or threatened by the Securities and Exchange Commission against the Corporation which in the reasonable opinion of the Representative materially adversely affects the market price or marketability of the Series 2026B Bonds or the ability of the Underwriters to enforce contracts for sale, at the contemplated offering prices (or yields), of the Series 2026B Bonds; or the Corporation shall have failed to pay when due, the principal or Redemption Price of, or interest on, any of its obligations, which in the reasonable opinion of the Representative materially adversely affects the market price or marketability of the Series 2026B Bonds or the ability of the Underwriters to enforce contracts for sale, at the contemplated offering prices (of yields), of the Series 2026B Bonds; or

(i) Any action, suit, proceeding, inquiry, litigation or investigation, at law or equity, before or by any court or public body, shall be instituted, pending or threatened that has any of the effects described in (f) above.

If, on the Settlement Date, the Corporation is unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Series 2026B Bonds as set forth in the Forward Delivery Contract or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Series 2026B Bonds are terminated for any reason permitted by items (a) through (h) above, the Forward Delivery Contract will terminate and none of the Underwriters or the Corporation will be under any further obligation under the Forward Delivery Contract.

The Representative has advised the Corporation that the Series 2026B Bonds will be sold only to purchasers who execute a Delayed Delivery Contract. The Corporation will not be a party to the Delayed Delivery Contracts, and the Corporation is not in any way responsible for the performance thereof or for any representations or warranties contained therein. The rights and obligations under the Forward Delivery Contract are not conditioned or dependent upon the performance of any Delayed Delivery Contract.

The Underwriters may not refuse to purchase the Series 2026B Bonds from the Corporation except as expressly described above, and the purchasers may not refuse to purchase the Series 2026B Bonds from the Underwriters except as expressly described in the Delayed Delivery Contract. See “APPENDIX F - FORM OF DELAYED DELIVERY CONTRACT FOR THE SERIES 2026B BONDS.”

THE UNDERWRITERS (AND, IN TURN, THE PURCHASERS OF THE SERIES 2026B BONDS FROM THE UNDERWRITERS) MAY NOT REFUSE TO PURCHASE THE SERIES 2026B BONDS BY REASON OF “GENERAL MARKET CHANGES” INCLUDING, CHANGES IN THE FINANCIAL CONDITION, OPERATIONS, PERFORMANCE, PROPERTIES OR PROSPECTS OF THE CORPORATION PRIOR TO THE SETTLEMENT DATE, CHANGES IN THE GENERAL LEVEL OF INTEREST RATES OR CHANGES IN VALUE OF THE SERIES 2026B BONDS FOR ANY REASON OTHER THAN A FULL ELIMINATION OF TAX EXEMPTION OR FOR ANY REASON OTHER THAN DESCRIBED BY ITEMS (a) THROUGH (h) ABOVE.

#### **Additional Risks Related to the Delayed Delivery Period**

If an Updated Official Statement is delivered in connection with the Settlement Date, it may reflect changes to certain information presented in this Official Statement. Such changes in the information presented will not permit the Underwriters to terminate the Forward Delivery Contract or release the purchasers from their commitments to purchase the Series 2026B Bonds unless the change reflects an event described under “Settlement Date for the Series 2026B Bonds” above.

In addition to the risks set forth above, purchasers of the Series 2026B Bonds are subject to certain additional risks, some of which are described below and which will not constitute grounds for purchasers to refuse to accept delivery of and pay for the Series 2026B Bonds.

#### ***Ratings Risk***

No assurance can be given that the ratings on the Series 2026B Bonds by the credit rating agencies at the Settlement Date will not be lower than the rating assigned to the Series 2026B Bonds at the time of the pricing and sale of the Series 2026B Bonds.

#### ***Opinions of Co-Bond Counsel: Tax Law Risk.***

Subject to the additional conditions of settlement described under “Settlement Date for the Series 2026B Bonds” above, the Forward Delivery Contract obligates the Corporation to deliver and the Underwriters to acquire the Series 2026B Bonds if the Corporation delivers the Co-Bond Counsel Opinions substantially in the form attached as Appendix E-2 to this Official Statement. During the Delayed Delivery Period, new legislation, new court decisions, new regulations, or new rulings may be enacted, promulgated or interpreted that might prevent Co-Bond Counsel from rendering their opinions or otherwise affect the substance of such opinions. Notwithstanding that the enactment of new legislation, new court decisions or the promulgation of new regulations or rulings might diminish the value of, or otherwise affect, the exclusion of interest on the Series 2026B Bonds for purposes of federal income taxation payable on “state or local bonds,” the Corporation might be able to satisfy the requirements for the delivery of the Series 2026B Bonds. In such event, the Underwriters would be required to accept delivery of the Series 2026B Bonds. Prospective purchasers are encouraged to consult their tax advisors regarding the likelihood of any changes in tax law and the consequences of such changes to such purchasers.

### ***Market Value Risk.***

The market value of the Series 2026B Bonds as of the Settlement Date may be affected by a variety of factors including, without limitation, general market conditions, the ratings then assigned to the Series 2026B Bonds, the financial condition and operations of the Corporation, and federal and State income tax and other laws. The market value of the Series 2026B Bonds as of the Settlement Date could therefore be higher or lower than the price to be paid by the initial purchasers of the Series 2026B Bonds and that difference could be substantial. The Underwriters will nevertheless be obligated to take delivery of and pay for the Series 2026B Bonds if the conditions in the Forward Delivery Contract are satisfied on the Settlement Date. NEITHER THE CORPORATION NOR THE UNDERWRITERS MAKE ANY REPRESENTATION AS TO THE EXPECTED MARKET PRICE OF THE SERIES 2026B BONDS AS OF THE SETTLEMENT DATE. Further, no assurance can be given that the introduction or enactment of any future legislation will not affect the market price for the Series 2026B Bonds as of the Settlement Date or thereafter or not have a materially adverse impact on any secondary market for the Series 2026B Bonds.

### ***Termination of Forward Delivery Contract.***

The Underwriters may terminate the Forward Delivery Contract by notification to the Corporation on or prior to the Settlement Date if any of the events described above in items (a) through (h) under “Settlement Date for the Series 2026B Bonds” occurs. Although the Corporation is not aware, as of the date of this Official Statement, of any information that would lead it to believe that it will be unable to satisfy its obligations under the Forward Delivery Contract on the Settlement Date, no assurances can be made that, as of the Settlement Date: (i) there will have been no Change of Law; (ii) the facts and circumstances that are material to one or more of the required legal opinions will not differ from the facts and circumstances as of the Initial Closing Date; or (iii) that all necessary certifications and representations can or will be delivered and made in connection with the proposed issuance and delivery of the Series 2026B Bonds. As a consequence of any of the foregoing, one or more of the foregoing legal opinions may not be rendered or one or more of the Settlement Date conditions in the Forward Delivery Contract may not be met, with the possible result that the delivery of the Series 2026B Bonds will not occur.

### ***Secondary Market Risk.***

The Underwriters are not obligated to make a secondary market in the Series 2026B Bonds, and no assurances can be given that a secondary market will exist for the Series 2026B Bonds during the Delayed Delivery Period. Purchasers of the Series 2026B Bonds should assume that the Series 2026B Bonds will be illiquid throughout the Delayed Delivery Period.

### **Purchase of SONYMA Bonds**

If the Senior Lien Credit Support Agreement is drawn upon to pay the principal (including sinking fund installments) of any Senior Lien SONYMA Bond, such as the SONYMA Senior Lien Bonds, (a) SONYMA shall continue to own such Bond, or (b) if elected by SONYMA, the application of such drawing to pay such principal shall be deemed to constitute the purchase of such Bond by the Corporation to the extent of such application. Upon any purchase pursuant to clause (b), SONYMA shall take such action as may be necessary to cause the beneficial ownership of such Bond or portion thereof so purchased to be transferred to the Corporation. Any Bond or portion thereof described in clause (a) or clause (b) shall not be deemed to be paid pursuant to Section 1201 of the Senior Lien Resolution, and such Bond or portion thereof shall remain Outstanding. Such Bonds or portions thereof, in the aggregate, shall be deemed to be paid pursuant to Section 1201 of the Senior Lien Resolution and no longer Outstanding to the extent their principal amount has been paid by the Corporation under the Senior Lien Credit Support Agreement. Such Bonds shall be held by SONYMA or shall be held by the Corporation for the benefit of SONYMA to secure such payment.

### **Book-Entry Only System**

DTC will act as securities depository for the Series 2026 Bonds. The Series 2026 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2026 Bond certificate will be issued for each Series and stated maturity of the Series 2026 Bonds, each in the aggregate principal amount of such Series and maturity, and will be deposited with DTC.

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

Purchases of the Series 2026 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2026 Bonds on DTC's records. The ownership interest of each actual purchaser of the Series 2026 Bonds ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. For every transfer and exchange of beneficial ownership of the Series 2026 Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2026 Bonds, except in the event that use of the book-entry system for the Series 2026 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2026 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2026 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2026 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Series 2026 Bonds within the issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to Series 2026 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Corporation as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2026 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on, and redemption premium, if any, with respect to the Series 2026 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Paying Agent or the Corporation, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the Corporation, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest, and redemption premium, if any, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Paying Agent or the Corporation, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2026 Bonds at any time by giving reasonable notice to the Corporation or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Series 2026 Bond certificates are required to be printed and delivered.

The Corporation may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Series 2026 Bond certificates will be printed and delivered to DTC.

The information contained in this Official Statement concerning DTC and DTC's book-entry system has been obtained from sources that the Corporation and the Underwriters believe to be reliable, but neither the Corporation nor the Underwriters take responsibility for the accuracy thereof.

NEITHER THE CORPORATION NOR THE UNDERWRITERS WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS, TO INDIRECT PARTICIPANTS OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (I) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY PARTICIPANT OR INDIRECT PARTICIPANT; (II) THE PAYMENT BY DTC OR ANY PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OF, OR PREMIUM, IF ANY, OR INTEREST ON, THE SERIES 2026 BONDS; (III) ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO SERIES 2026 BONDDOWNERS; (IV) ANY CONSENT GIVEN BY DTC OR OTHER ACTION TAKEN BY DTC AS A SERIES 2026 BONDDOWNER; OR (V) THE SELECTION BY DTC OR ANY PARTICIPANT OR INDIRECT PARTICIPANT OF ANY BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2026 BONDS.

## SECURITY AND SOURCES OF PAYMENT

### Special Obligations

**General.** The Series 2026 Bonds are special obligations of the Corporation payable from and secured solely by a pledge of the Senior Lien Pledged Property, as more fully described herein.

**THE SERIES 2026 BONDS SHALL NOT CONSTITUTE A DEBT OF THE STATE WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OR OF THE TAXING POWER OF THE STATE, AND THE STATE SHALL NOT BE LIABLE TO MAKE PAYMENTS THEREON. THE SERIES 2026 BONDS ARE NOT PAYABLE OUT OF ANY FUNDS OR ASSETS OTHER THAN THE CONVENTION CENTER DEVELOPMENT FUND AND OTHER FUNDS AND ASSETS OF OR AVAILABLE TO THE CORPORATION AND PLEDGED THEREFOR UNDER THE SENIOR LIEN RESOLUTION WITH RESPECT TO THE SENIOR LIEN BONDS. THE CORPORATION HAS NO TAXING POWER.**

**IN NO EVENT SHALL THE SERIES 2026 BONDS OR THE CORPORATION'S OBLIGATIONS UNDER THE SENIOR LIEN CREDIT SUPPORT AGREEMENT BE SECURED BY A LIEN ON THE CONVENTION CENTER OR BE SECURED BY OR PAYABLE FROM AMOUNTS DERIVED FROM THE OPERATION OF THE CONVENTION CENTER.**

**NEITHER THE OBLIGATIONS OF SONYMA UNDER THE SENIOR LIEN CREDIT SUPPORT AGREEMENT NOR THE REIMBURSEMENT OBLIGATIONS OF THE CORPORATION THEREUNDER SHALL BE A DEBT OF THE STATE OR OF ANY MUNICIPALITY, AND NEITHER THE STATE NOR ANY MUNICIPALITY SHALL BE LIABLE THEREON.**

**Senior Lien Bonds.** The Senior Lien Bonds, including the Series 2026 Bonds, are payable from and secured solely by a pledge of the Senior Lien Pledged Property under the Senior Lien Resolution. The Senior Lien Bonds are on parity with the Senior Lien Parity Obligations under the Senior Lien Resolution. Senior Lien Pledged Property consists of (i) all Revenues, and all right, title and interest of the Corporation in and to the Revenues and all rights to receive the same, (ii) all right, title and interest of the Corporation in and to the Senior Lien Credit Support Agreement, pursuant to its terms, (iii) all Funds and Accounts within the Convention Center Development Fund established by the Senior Lien Trustee under the Senior Lien Resolution (other than the Costs of Issuance Account, the Construction Account and the Rebate Account), and moneys and securities and, in the case of the Debt Service Reserve Account, the Reserve Account Cash Equivalents, from time to time held by the Senior Lien Trustee under the terms of the Senior Lien Resolution, subject to the application thereof as provided in the Senior Lien Resolution, and (iv) any and all other rights and real or personal property of every kind and nature from time to time pledged by the Corporation to the Senior Lien Trustee as and for additional security for the Senior Lien Bonds and any Senior Lien Parity Obligations. The Refunded Bonds and the Series 2026 Bonds will be supported by the Senior Lien Credit Support Agreement, and future additional Senior Lien Bonds may be supported by the Senior Lien Credit Support Agreement as hereinafter described.

Under the Senior Lien Resolution, Revenues consist of (i) all Hotel Unit Fee receipts received by the Corporation or the Senior Lien Trustee, (ii) all amounts received by the Corporation or the Senior Lien Trustee pursuant to the Senior Lien Credit Support Agreement, pursuant to its terms, (iii) with respect to particular Senior Lien Bonds, the proceeds of any draw on or payment under any Credit Facility relating to the Senior Lien Bonds which is intended for the payment of such Senior Lien Bonds, but only for purposes of such payment (neither the Refunded Bonds and the Series 2026 Bonds will be secured by any Credit Facility), (iv) any amounts received by the Corporation pursuant to a Qualified Hedge, if any, after giving effect to any netting of amounts payable by the parties thereunder, (v) income and interest earned and gains realized in excess of losses suffered by any Fund or Account established under the Senior Lien Resolution (other than the Costs of Issuance Account, the Construction Account and the Rebate Account) held by the Senior Lien Trustee, and (vi) any other revenues, fees, charges, surcharges, rents, proceeds or other income and receipts received by or on behalf of the Corporation or by the Senior Lien Trustee, lawfully available for the purposes of the Senior Lien Resolution, and deposited by or on behalf of the Corporation or by the Senior Lien Trustee in any Fund or Account established under the Senior Lien Resolution (other than the Costs of Issuance Account, the Construction Account and the Rebate Account) held by the Senior Lien Trustee. For purposes of clarification, Revenues received by the Corporation or the Senior Lien Trustee pursuant to the Senior Lien Credit Support Agreement will only be applied to the payment of debt service on Senior Lien Bonds supported by the Senior Lien Credit Support Agreement.

The Corporation covenants in the Senior Lien Resolution that it will not issue any bonds, notes or other evidences of indebtedness secured by a pledge of or lien upon the Senior Lien Pledged Property, and shall not otherwise create any lien or charge on the Senior Lien Pledged Property, other than as permitted by the Senior Lien Resolution.

**Hotel Unit Fee**

Pursuant to the Act and Section 1104 of the New York State Tax Law (“Section 1104”), the Hotel Unit Fee is a fee of \$1.50 per unit per day imposed on every occupancy of a unit in a hotel and a short-term rental unit (described below) located within New York City (Bronx, Kings, New York, Queens and Richmond Counties). The Hotel Unit Fee is not imposed (1) on a permanent resident of the hotel; (2) where the rent per unit is not more than \$2 per day; or (3) on rent for any occupancy that is excluded or exempted from sales tax under the Tax Law or under any other provision of law. A permanent resident is an occupant of a room or rooms in a hotel for at least 90 consecutive days. Rentals by individuals and organizations exempt from sales tax are also exempt from this fee. These organizations include, but are not limited to, New York State and any of its agencies, instrumentalities, public corporations and political subdivisions; the United States of America and its agencies and instrumentalities; the United Nations and any international organizations of which the United States is a member; diplomatic missions and diplomats; organizations organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary or education purposes or to foster national or international amateur sports competition or for the prevention of cruelty to children

or animals; certain posts or organizations consisting of past or present members of the armed forces of the United States and certain Indian nations or tribes.

In 2025, Section 1104 was amended to impose a Hotel Unit Fee on short-term rental units. Short-term rental units are defined to include a house, an apartment, a condominium, a cooperative unit, a cabin, a cottage, a bungalow or similar furnished living unit, or one or more rooms therein, where sleeping accommodations are provided for the lodging of paying occupants, the typical occupants are transients or travelers, and the relationship between the operator and occupant is not that of a landlord and tenant, provided that in the City the term short-term rental unit also includes any building or portion of a building that is a short-term rental as such term is defined in the administrative code of the City.

Pursuant to Section 1104, the Hotel Unit Fee receipts received by the Commissioner, after subtracting the amount determined by the Commissioner to be necessary to pay the reasonable costs of administering, collecting and distributing such Hotel Unit Fee, are deposited daily at the direction of the Comptroller in a trust account held by the Comptroller on behalf of the Corporation. On or before the twelfth day of every month, the Commissioner is required to certify to the Comptroller the amount of receipts of the Hotel Unit Fee received during the prior month and the Comptroller is required to pay the amount so certified to the Chief Fiscal Officer of the Corporation, currently the Treasurer, for deposit in the Convention Center Development Fund. See “SECURITY AND SOURCES OF PAYMENT—Flow of Funds.”

Pursuant to the Act, nothing contained in the Senior Lien Resolution or the Subordinated Lien Resolution shall be deemed to restrict the right of the State to amend, modify, repeal or otherwise alter statutes imposing or relating to taxes or fees, assessments or appropriations relating thereto, including the Hotel Unit Fee. The exercise by the State of its right to amend, repeal, modify or otherwise alter any such tax, fee or appropriation shall not constitute a default under the Senior Lien Resolution or the Subordinated Lien Resolution. By the terms of the Act, the State is not obligated to make any payments or impose any taxes to satisfy the obligations of the Corporation. Under existing law, no further action on the part of the State Legislature is necessary for the Corporation to continue to receive Hotel Unit Fee receipts.

### **Senior Lien Credit Support Agreement**

In connection with the issuance of the Series 2026 Bonds, the Corporation and SONYMA are expected to enter into the Senior Lien Credit Support Agreement. The issuance of the Series 2026 Bonds is conditioned upon (i) the consent of SONYMA and (ii) the approval by SONYMA of the Senior Lien Credit Support Agreement, in each case pursuant to a resolution of the SONYMA board of directors expected to be adopted on June 18, 2026. **See “Approval of the Senior Lien Credit Support Agreement” below and “APPENDIX C – PROPOSED FORM OF THE SENIOR LIEN CREDIT SUPPORT AGREEMENT.”**

Pursuant to the Senior Lien Credit Support Agreement, and as described therein, in the event moneys on deposit in the Funds and Accounts established under the Senior Lien Resolution held by the Senior Lien Trustee and available to pay Debt Service on the Senior Lien Bonds are insufficient to pay principal of (including Sinking Fund Installments) and interest on the Senior Lien Bonds when due, SONYMA has agreed to pay in a Bond Year an amount up to one-third of the scheduled debt service on the Senior Lien Bonds that are supported by the Senior Lien Credit Support Agreement from amounts on deposit in the Credit Support Account. **As more fully described herein, the amounts in the Credit Support Account, excluding the Subordinated Lien Credit Support Subaccount, secure SONYMA’s obligations under the Senior Lien Credit Support Agreement.** The MIF is funded primarily by a surtax on the State mortgage recording tax. However, imposition or application of the mortgage recording taxes described herein as currently provided in the Tax Law and the SONYMA Act is subject to change in the future. See “CERTAIN INFORMATION RELATING TO THE MORTGAGE INSURANCE FUND” and “APPENDIX C – PROPOSED FORM OF THE SENIOR LIEN CREDIT SUPPORT AGREEMENT.”

Pursuant to the Senior Lien Credit Support Agreement, SONYMA has agreed to maintain a minimum balance of \$25 million in the Credit Support Account to support the Series 2015 Bonds, the Series 2016A Bonds and the Series 2026 Bonds. The Series 2015 Bonds, the Series 2016A Bonds, the Series 2026 Bonds and any additional Senior Lien Bonds that SONYMA agrees to support by supplement to the Senior Lien Credit Support Agreement are herein referred to as the “Senior Lien SONYMA Supported Bonds.” The minimum balance in the Credit Support Account of \$25 million, if and as supplemented from time to time in accordance with the provisions of the Senior Lien

Credit Support Agreement, is hereinafter referred to as the “Senior Lien SONYMA Account Requirement.” Information relating to the replenishment of the Credit Support Account is set forth in “APPENDIX C – PROPOSED FORM OF THE SENIOR LIEN CREDIT SUPPORT AGREEMENT.” In no event shall the Senior Lien Credit Support Agreement be subject to termination by either party while any Senior Lien SONYMA Supported Bonds are Outstanding. See also “CERTAIN INFORMATION RELATING TO THE MORTGAGE INSURANCE FUND” herein.

If, on any May 1 or November 1, whether or not an Event of Default under the Senior Lien Resolution shall have occurred and be continuing, the amounts on deposit in the Funds and Accounts established under the Senior Lien Resolution held by the Senior Lien Trustee and available to pay Debt Service on the Senior Lien SONYMA Supported Bonds shall be less than the current Debt Service on the Senior Lien SONYMA Supported Bonds the Senior Lien Resolution requires that the Senior Lien Trustee shall submit a request for payment to SONYMA for an amount necessary to eliminate any such deficiency. The Senior Lien Credit Support Agreement requires SONYMA to make such payment, to the extent funds are available in the Credit Support Account (excluding the Subordinated Lien Credit Support Subaccount therein), by the next succeeding May 10 or November 10, as applicable, provided that the amount of such request for payment, (i) shall not exceed the amount necessary to eliminate the deficiency in the amount available to make such payments and (ii) when aggregated with all prior requests for payment under the Senior Lien Resolution in the same Bond Year, does not exceed one-third (1/3) of the scheduled principal and interest due on the Senior Lien SONYMA Supported Bonds in such Bond Year. All amounts received by the Senior Lien Trustee shall be deposited by the Senior Lien Trustee directly to the credit of the Debt Service Account established under the Senior Lien Resolution for application to the payment of such Senior Lien SONYMA Supported Bonds.

If the amount of moneys and investment obligations on deposit in the Credit Support Account (excluding the Subordinated Lien Credit Support Subaccount) is not at least equal to the Senior Lien SONYMA Account Requirement (which is equal to the \$25 million plus additional deposits, if any, made with respect to any additional Senior Lien Bonds supported by the Senior Lien Credit Support Agreement), SONYMA agrees in the Senior Lien Credit Support Agreement to make monthly deposits to the Credit Support Account until the amount on deposit therein is equal to the Senior Lien SONYMA Account Requirement. Notwithstanding the foregoing, SONYMA is obligated to make payments under the Senior Lien Credit Support Agreement *solely* from moneys on deposit in the Credit Support Account (excluding the Subordinated Lien Credit Support Subaccount), and investment earnings on amounts on deposit therein. No other moneys or assets of SONYMA are a source of payment of SONYMA’s obligations under the Senior Lien Credit Support Agreement to make payments to the Senior Lien Trustee. The investment and reinvestment of moneys in the Credit Support Account is at the sole discretion of SONYMA, subject to the SONYMA Act.

Funding of the Credit Support Account is made on a pro rata basis based on deficiencies with certain other MIF accounts. The obligation of SONYMA to make such monthly deposits shall commence no later than the last day of the calendar month immediately succeeding the date of the determination of a deficiency in the Credit Support Account and shall be limited to the Pro Rata Portion as defined in the Senior Lien Credit Support Agreement.

Pursuant to the Senior Lien Credit Support Agreement, SONYMA consents to the pledge and assignment by the Corporation under the Senior Lien Resolution, for the benefit of the Holders of the Series 2015 Bonds, the Series 2016A Bonds and the Series 2026 Bonds, of all or any part of the benefits or rights of the Corporation in the Senior Lien Credit Support Agreement and of the payments by SONYMA as provided therein.

The Corporation shall pay or cause to be paid to SONYMA all Revenues remaining after making all deposits to the Debt Service Account required under the Senior Lien Resolution, but in no event shall the amounts paid exceed the aggregate of all amounts transferred to the Corporation under the Senior Lien Credit Support Agreement and any interest thereon and any unpaid fees and expenses owed to SONYMA. **In no event shall the Corporation’s reimbursement obligation under the Senior Lien Credit Support Agreement be a debt of the State or of any municipality and neither the State nor any municipality shall be liable thereon.** See “APPENDIX C – PROPOSED FORM OF THE SENIOR LIEN CREDIT SUPPORT AGREEMENT.”

#### **Approval of the Senior Lien Credit Support Agreement**

The issuance of the Series 2026 Bonds is conditioned upon (i) the consent of SONYMA and (ii) the approval by SONYMA of the Senior Lien Credit Support Agreement, in each case pursuant to a resolution of the SONYMA

board of directors expected to be adopted on June 18, 2026. **In the event that the SONYMA board of directors does not (i) consent to the issuance of the Series 2026 Bonds and (ii) approve the Senior Lien Credit Support Agreement, the Series 2026 Bonds will not be issued. See “APPENDIX C – PROPOSED FORM OF THE SENIOR LIEN CREDIT SUPPORT AGREEMENT.”**

### **The SONYMA Senior Lien Bonds**

In accordance with the flow of funds provisions of the Senior Lien Resolution described below, the payment of principal of the SONYMA Senior Lien Bonds is subordinate to (i) the payment of regularly scheduled fees of the Senior Lien Trustee and regularly scheduled fees payable under each Credit Facility and Liquidity Facility relating to Senior Lien Bonds, (ii) interest on all Senior Lien Bonds and principal of all Senior Lien Bonds other than the principal of the SONYMA Senior Lien Bonds; and (iii) the payment of any amounts payable by the Corporation under each Development Corporation Credit Support Agreement relating to Senior Lien Bonds, including the Senior Lien Credit Support Agreement.

Under the provisions of the Senior Lien Resolution, the Hotel Unit Fee terminates upon the later of the date of payment in full of the Senior Lien Bonds or the date of payment in full of the Subordinated Lien Bonds secured by the Hotel Unit Fee. The subordination of the SONYMA Senior Lien Bonds is intended to ensure that all obligations of the Corporation under the Senior Lien Credit Support Agreement and the Subordinated Lien Credit Support Agreement, as applicable, are fully paid in accordance with the Senior Lien Resolution and the Subordinated Lien Resolution prior to the SONYMA Senior Lien Bonds being paid and the Hotel Unit Fee being terminated.

### **Funds and Accounts**

Senior Lien Resolution. The Senior Lien Resolution provides for the creation of the following Accounts to be held by the Senior Lien Trustee:

- Costs of Issuance Account,
- Capitalized Interest Account,
- Construction Account,
- Revenue Account,
- Debt Service Account, which shall contain a Principal Subaccount and an Interest Subaccount,
- Debt Service Reserve Account,
- Redemption Account, and
- Rebate Account.

All such accounts are deemed to be within the Convention Center Development Fund and, other than the Costs of Issuance Account, the Construction Account and the Rebate Account, are subject to the lien and pledge created under the Senior Lien Resolution. For a description of these Funds and Accounts, see “APPENDIX B - SUMMARY OF CERTAIN DEFINITIONS AND PROVISIONS OF THE SENIOR LIEN RESOLUTION.”

On the respective dates of delivery of each Series of the Series 2026 Bonds, proceeds will be deposited as described above under “PLAN OF REFUNDING - Sources and Uses of Funds.”

### **Flow of Funds**

**Senior Lien Resolution – Flow of Funds.** Under the Senior Lien Resolution, upon receipt all Revenues shall be deposited into the Revenue Account except for certain investment earnings and income which flow to the Construction Account or Rebate Account; provided however that the proceeds of any draw on or payment under any Credit Facility which is intended for the payment of a Senior Lien Bond may be applied directly to such payment or

deposited directly to the Debt Service Account for such purpose. In addition, there shall be deposited in the Revenue Account all other amounts required by the Senior Lien Resolution to be so deposited.

Amounts on deposit from time to time in the Revenue Account shall be withdrawn and deposited as of the last Business Day of each calendar month as follows and in the following order of priority:

- First, to the payment of regularly scheduled fees of the Senior Lien Trustee and regularly scheduled fees payable under each Credit Facility and Liquidity Facility relating to Senior Lien Bonds;
- Second, to the Debt Service Account, all amounts until the amount on deposit in the Debt Service Account shall equal the Debt Service Account Deposit Requirement relating to the Senior Lien Bonds except for the portion of the Debt Service Account Deposit Requirement that relates to the principal of the Series 2015 Bond purchased by SONYMA, the 2016A SONYMA Bond, the SONYMA Senior Lien Bonds and any other additional Senior Lien Bond issued to SONYMA in connection with SONYMA's agreement to enter into a Development Corporation Credit Support Agreement relating to such additional Senior Lien Bonds;
- Third, to pay or provide for the payment of any amounts payable by the Corporation under each Development Corporation Credit Support Agreement, relating to the Senior Lien Bonds, including the Senior Lien Credit Support Agreement, in accordance therewith, to the extent not paid pursuant to clause First;
- Fourth, to the Debt Service Account, all amounts until the amount on deposit in the Debt Service Account shall equal the Debt Service Account Deposit Requirement relating to the Senior Lien Bonds, including the portion of the Debt Service Account Deposit Requirement that relates to the principal of the Series 2015 Bond purchased by SONYMA, the 2016A SONYMA Bond, the SONYMA Senior Lien Bonds and any other additional Senior Lien Bond issued to SONYMA in connection with SONYMA's agreement to enter into a Development Corporation Credit Support Agreement relating to such additional Senior Lien Bonds;
- Fifth, to the Debt Service Reserve Account, the amount required to cause the amount on deposit therein to be at least equal to the Debt Service Reserve Account Requirement;
- Sixth, to reimburse or pay Credit Facility Providers for draws or payments under Credit Facilities relating to Senior Lien Bonds (other than Development Corporation Credit Support Agreements) to pay principal or Redemption Price of or interest on the Senior Lien Bonds, whether such reimbursement or payments are made to the Credit Facility Provider as a Bondowner, as a subrogee or otherwise;
- Seventh, to pay or to provide for the payment of amounts payable under Credit Facilities, Liquidity Facilities and Qualified Hedges relating to Senior Lien Bonds not constituting Senior Lien Parity Obligations or payable pursuant to clauses First, Third or Sixth above;
- Eighth, to retain in the Revenue Account an amount equal to the Senior Lien Revenue Account Requirement (i.e., 80% of Maximum Annual Debt Service on the Senior Lien Bonds), which moneys may be applied to any purpose of clauses First through Seventh above and in such order of priority, provided, however, that no such amounts shall be applied to pay principal of or interest on Senior Lien Bonds to the extent so provided in the Tax Certificate; and
- Ninth, to transfer all remaining amounts to the Subordinated Lien Trustee as "Subordinated Lien Revenues" for application in accordance with the Subordinated Lien Resolution.

In the event that there are no Subordinated Lien Bonds Outstanding and other amounts due and owing under the terms of the Subordinated Lien Resolution have been paid in full, paragraph Ninth above shall read as follows: to transfer all remaining amounts to the Corporation to be used for any lawful purpose under the Act, as amended and then in effect, all as determined by the Corporation, including, but not limited to (a) the payment or reimbursement of Financing Costs, (b) subject to the provisions of the Senior Lien Resolution, the redemption and/or purchase of Senior

Lien Bonds, whether for cancellation or otherwise, or (c) deposit to the Construction Account pursuant to the Senior Lien Resolution.

**Revenue Account – Senior Lien Revenue Account Requirement Available for Payment of Debt Service**

The Revenue Account established under the Senior Lien Resolution is fully funded in an amount equal to the Senior Lien Revenue Account Requirement. Moneys in the Revenue Account established under the Senior Lien Resolution will be available to pay Debt Service on the Senior Lien Bonds and would be drawn upon for such purpose prior to a draw upon funds in the Debt Service Reserve Account. The table on the following page shows the Revenue Account balance for the outstanding Senior Lien Bonds for Bond Years 2019 – 2025.

**Senior Lien Bonds Revenue Account Balance**

Bond Year Ending November 15	Actual	Requirement
2019	\$54,740,180	\$34,721,500
2020	40,106,279	34,721,500
2021	16,795,477	34,721,500
2022	14,557,973	34,721,500
2023	29,394,988	34,721,500
2024	34,851,454	34,721,500
2025	35,444,902	34,721,500

Source: The Corporation.

**Debt Service Reserve Account**

As security for the Senior Lien Bonds, the Senior Lien Resolution requires a Debt Service Reserve Account to be established and provides for its funding and maintenance in an amount equal to Maximum Annual Debt Service for all Outstanding Senior Lien Bonds (except that for the first Interest Payment Date after the date of authentication and delivery of a Series of Senior Lien Bonds, interest to accrue for greater than 6 months but less than 12 months shall not be taken into account); provided, however, that if, as a result of the issuance of any Series of Senior Lien Bonds the interest on which is excluded from gross income for Federal income tax purposes, if any Debt Service Reserve Account Requirement deposit calculation resulting from the issuance of such Series shall exceed the lesser of (i) the amount that may be funded from the proceeds of such Senior Lien Bonds or (ii) the amount that constitutes a reasonably required reserve with respect to such Senior Lien Bonds, the Debt Service Reserve Account Requirement shall be reduced by the amount of such excess and, except as may be required to comply with the Senior Lien Resolution, the amount of such reduction shall not be changed thereafter so long as any Senior Lien Bonds of such Series remain Outstanding (the “Debt Service Reserve Account Requirement”). If at any time the amounts on deposit in the Revenue Account, the Debt Service Account and the Redemption Account are insufficient to pay the principal of or the Redemption Price of, and interest on, the Senior Lien Bonds then due, the Senior Lien Trustee shall withdraw from the Debt Service Reserve Account and deposit in the Debt Service Account the amount necessary to meet the deficiency. See “SECURITY AND SOURCES OF PAYMENT-Revenue Account - Available for Payment of Debt Service.”

In lieu of cash or securities, the Senior Lien Resolution authorizes the Corporation, with the consent of SONYMA, to satisfy the Debt Service Reserve Account Requirement, in whole or in part by depositing letters of credit, insurance policies, sureties, guarantees or other security arrangements provided by certain institutions with the Senior Lien Trustee (as more fully described in “APPENDIX B - SUMMARY OF CERTAIN DEFINITIONS AND PROVISIONS OF THE SENIOR LIEN RESOLUTION - Reserve Account Cash Equivalents”).

The Debt Service Reserve Account established under the Senior Lien Resolution is fully funded in an amount equal to Maximum Annual Debt Service under the Senior Lien Resolution. The table below shows the Debt Service Reserve Account balance for the outstanding Senior Lien Bonds for Bond Years 2019 – 2025.

### Senior Lien Bonds Debt Service Reserve Account

Bond Year Ending November 15	Actual	Requirement
2019	\$47,860,924	\$43,401,875
2020	48,260,860	43,401,875
2021	48,291,192	43,401,875
2022	48,623,789	43,401,875
2023	44,307,282	43,401,875
2024	43,540,133	43,401,875
2025	43,401,875	43,401,875

Source: The Corporation.

### Issuance of Additional Senior Lien Bonds and Refunding Senior Lien Bonds

The Senior Lien Resolution permits the issuance of additional Senior Lien Bonds (a) to finance all or a portion of the cost of acquiring, constructing and completing the Convention Center, including reimbursement of preliminary costs of the Operating Corporation or refunding or retiring outstanding indebtedness of the Operating Corporation respecting the acquisition of property for the expansion of the Convention Center; (b) to refund or otherwise prepay any Senior Lien Bonds, any Subordinated Lien Bonds or other bonds, notes or other evidences of indebtedness issued by the Corporation to finance or refinance the Convention Center; (c) to pay or provide for the payment of Financing Costs, including Costs of Issuance; and/or (d) for such other purposes or projects as may be authorized by the Act, as the same may be amended and then in effect.

Prior to the issuance of any additional Senior Lien Bonds, the Corporation must obtain the consent of SONYMA and each Credit Facility Provider relating to Senior Lien Bonds, if any, and, except in the case of certain Refunding Senior Lien Bonds, deliver to the Senior Lien Trustee the following:

- a certificate of an Authorized Officer of the Corporation setting forth (x) the Revenues in each consecutive 12 calendar month period during the 18 month period ending with the latest full calendar month for which Hotel Unit Fee collections data are available to the Corporation, excluding for this purpose any amounts received by the Corporation or the Senior Lien Trustee pursuant to any Development Corporation Credit Support Agreement or any other Credit Facility relating to Senior Lien Bonds, and (y) the estimated Debt Service on the Senior Lien Bonds that will be Outstanding immediately following the issuance of the Senior Lien Bonds proposed to be issued in each of the full Bond Years in the period beginning with the Bond Year in which the Senior Lien Bonds proposed to be issued are first authenticated and delivered and ending with the last full Bond Year prior to the final maturity date of any Senior Lien Bonds that will be Outstanding immediately following the issuance of the Senior Lien Bonds proposed to be issued, and showing that the lowest amount of Revenues in any 12 month period specified in clause (x) is at least equal to 105% of the estimated Debt Service for Senior Lien Bonds in any Bond Year specified in clause (y), and
- a certificate of an independent hospitality consultant acceptable to the Senior Lien Trustee setting forth the (i) the estimated Revenues for each of the full Bond Years in the period beginning with the Bond Year in which the Senior Lien Bonds proposed to be issued are first authenticated and delivered and ending with the last full Bond Year prior to the final maturity date of any Senior Lien Bonds that will be Outstanding immediately following the issuance of the Senior Lien Bonds proposed to be issued, excluding for this purpose any estimated Revenues constituting amounts estimated to be received by the Corporation, the Senior Lien Trustee or the Subordinated Lien Trustee pursuant to any Development Corporation Credit Support Agreement or any other Credit Facility relating to Senior Lien Bonds or Subordinated Lien Bonds, and (ii) the estimated Debt Service on the Senior Lien Bonds and any Subordinated Lien Bonds that will be Outstanding immediately following the issuance of the Senior Lien Bonds proposed to be issued, for each such Bond Year, and showing that the amount of the estimated Revenues in each such Bond Year is at least equal to 115% of such estimated Debt Service for such Bond Year. Such consultant may base its estimates and projections upon such factors as it shall consider reasonable, a statement to which

effect shall be included in such certificate. Such consultant may rely on estimates by the Corporation of Revenues other than Convention Center's Hotel Unit Fee receipts, which estimates, if included in a certificate of an Authorized Officer of the Corporation delivered to the Senior Lien Trustee, shall be conclusive.

- Refunding Senior Lien Bonds may be issued, with the consent of SONYMA, to defease other Senior Lien Bonds Outstanding or, alternatively, upon satisfying the requirements of the two preceding paragraphs, and as described in more detail in "APPENDIX B - SUMMARY OF CERTAIN DEFINITIONS AND PROVISIONS OF THE SENIOR LIEN RESOLUTION."
- Debt Service does not include any amounts expected by the Corporation to be paid from any funds, other than Revenues, reasonably expected to be received by the Corporation to be available therefor (including without limitation the anticipated receipt of proceeds of the sale of Senior Lien Bonds or moneys not a part of the Senior Lien Pledged Property) which expectations, if included in a resolution of the Corporation or certificate of an Authorized Officer of the Corporation delivered to the Senior Lien Trustee, shall be conclusive.
- Prior to the issuance of additional Senior Lien Bonds under the Senior Lien Resolution, the Corporation must also deliver to the Senior Lien Trustee a certificate of an Authorized Officer that no Subordinated Lien Resolution Event of Default has occurred and is continuing.

### **Events of Default; Remedies**

"Event of Default" means any of the following events pursuant to the Senior Lien Resolution: (i) a default in the payment of principal or Redemption Price of or interest on any Senior Lien Bond (other than the SONYMA Senior Lien Bonds, except in the event of a failure to apply available moneys under the Senior Lien Resolution to such payment) after the same has become due and payable; and (ii) a failure to observe, or a refusal to comply with, the terms of the Senior Lien Resolution or the Senior Lien Bonds (other than a failure to observe provisions relating to deposits into the Debt Service Account with respect to the SONYMA Senior Lien Bonds, except in the event of a failure to apply available moneys under the Senior Lien Resolution as provided thereby), other than a failure or refusal constituting an event specified in (i), which failure to observe or refusal to comply continues for thirty (30) days after written notice is given to the Corporation by the Senior Lien Trustee, unless the Corporation shall have requested and the Senior Lien Trustee shall have agreed to an extension of time.

Upon the happening and continuance of any Event of Default, then and in each such case the Senior Lien Trustee, may proceed, and, upon the written request of the owners of not less than 25% in principal amount of the Outstanding Senior Lien Bonds, shall proceed, in its own name, to protect and enforce its rights and the rights of the Bondowners by such of the following remedies, as the Senior Lien Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights subject to the provisions of the Senior Lien Resolution, (i) by suit, action or proceeding in accordance with the New York Civil Practice Law and Rules to enforce all rights of the Bondowners, including the right to collect or require the Corporation to collect Revenues adequate to carry out the covenants, agreements and pledges with respect thereto contained in the Senior Lien Resolution and to require the Corporation to carry out any other covenant or agreement with Bondowners and to perform its duties under the Act; (ii) by suit upon the Senior Lien Bonds limited, upon recovery thereunder, to the Revenues and assets pledged under the Senior Lien Resolution; (iii) by action or suit in equity, to require the Corporation to account as if it were the trustee of an express trust for Bondowners, for the Revenues and assets pledged under the Senior Lien Resolution as shall be within its control; and (iv) by action or suit in equity, to enjoin any acts or things which may be unlawful or in violation of the rights of the Bondowners.

**The Subordinated Lien Trustee may not exercise remedies under the Subordinated Lien Resolution until payment in full of all Senior Lien Bonds and all other obligations of the Corporation under the Senior Lien Resolution.**

Pursuant to the Act, nothing contained in the Senior Lien Resolution shall be deemed to restrict the right of the State to amend, modify, repeal or otherwise alter statutes imposing or relating to taxes or fees, assessments or appropriations relating thereto, including the Hotel Unit Fee. The exercise by the State of its right to amend, repeal, modify or otherwise alter any such tax, fee or appropriation shall not constitute a default or an Event of Default under

the Senior Lien Resolution. By the terms of the Act, the State is not obligated to make any payments or impose any taxes to satisfy the obligations of the Corporation.

**The Senior Lien Trustee or the Bondowners shall not be entitled to declare all Senior Lien, or cause all Senior Lien Bonds, to be due and payable prior to their scheduled payments dates.**

### **Amendments of the Resolution**

The provisions of the Senior Lien Resolution may be amended with the consent of SONYMA and with or without the consent of the Bondowners. For purposes of giving such consent, each Credit Facility Provider, if any, may be deemed the owner of the applicable Outstanding Senior Lien Bonds. The Series 2026 Bonds will not be secured by a policy of bond insurance or any other Credit Facility.

See “APPENDIX B -SUMMARY OF CERTAIN DEFINITIONS AND PROVISIONS OF THE SENIOR LIEN RESOLUTION.”

### **Trustee**

U.S. Bank Trust Company, National Association is the trustee under the Senior Lien Resolution (the “Senior Lien Trustee”) and the paying agent and registrar for the Series 2026 Bonds.

### **Agreements of the State**

In accordance with the Act, the Corporation, on behalf of the State, has covenanted with the Bondowners with respect to alteration of the rights of the Corporation and SONYMA, bankruptcy matters and other matters. See “AGREEMENTS OF THE STATE.”

## **HOTEL UNIT FEE STUDY**

### **General**

HVS has provided a Hotel Unit Fee Study and within the study has provided an independent forecast of Hotel Unit Fee revenue available for the payment of debt service on the Senior Lien Bonds and the Series 2016B Bonds. HVS is recognized nationally as an expert in hospitality consulting and has extensive experience with tax estimation studies for public offerings. The HVS Report is set forth in its entirety in APPENDIX A hereto and includes a New York City market overview, historical hotel market performance, Hotel Unit Fee revenue projections, risk factors and an executive summary.

The information contained under this caption, certain risk factors contained under the caption “BONDOWNERS’ RISK AND INVESTMENT CONSIDERATIONS,” and information contained in “APPENDIX A—HOTEL UNIT FEE STUDY” hereto has been included in reliance upon HVS as an expert in the hospitality industry and in tax estimation analyses. The views expressed in the HVS Report are solely those of HVS. Neither the Corporation nor the Underwriters have any independent knowledge of any facts indicating that the information contained in the section below entitled “HVS Report Executive Summary” or in APPENDIX A hereto is inaccurate in any material respect, but has not independently verified this information and cannot and does not warrant the accuracy or completeness of this information.

The information contained in this Official Statement, including in “APPENDIX A – HOTEL UNIT FEE STUDY” contain statements which, to the extent they are not recitations of historical fact, constitute “forward looking statements.” In this respect, the words “estimate,” “project,” “anticipate,” “expect,” “intend,” “believe” and similar expressions are intended to identify forward-looking statements. A number of important factors affecting the HVS Report could cause actual results to differ materially from those stated in the forward-looking statements.

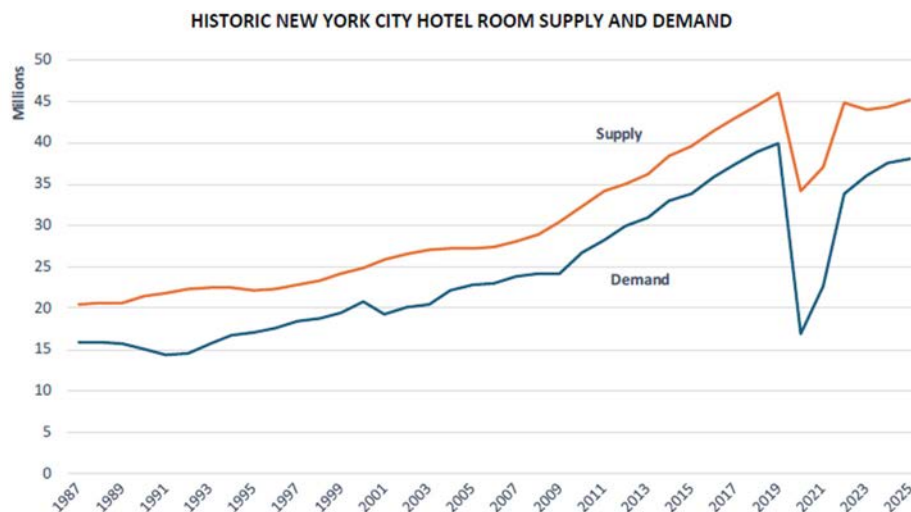
## HVS Report Executive Summary

The following sets forth certain sections included in the HVS Report, as well as tables (HVS Report Figures 1-1, 1-3 and 4-11) of room and short-term rental supply, demand, occupancy rates, and the forecast of Hotel Unit Fee revenues for the Bond Years 2026 through 2056.

**Market Overview.** According to HVS, the City's economy experienced a significant contraction during the COVID-19 pandemic but has been in a sustained recovery since 2023, when the City hit 90% of 2019 demand. Per-capita income and sales are expected to continue rising over the next five years. The City is the business capital of the United States. Improving office space availability and occupancy trends indicate the market's confidence in the continued recovery. Following its expansion, the Javits Center has seen increased event activity, with total attendance surpassing pre-recession levels. Visitation to the City has been rising steadily since 2009, other than during the COVID-19 pandemic, and the expansion of JFK and LaGuardia airports has facilitated a greater influx of business and leisure visitors. Based on these factors, the current economic outlook is favorable for continued growth in the lodging market.

The New York City Council has enacted legislation affecting the lodging industry over the last several years. Local Law 97, passed in 2019, the Citywide Hotels Text Amendment, passed in 2021, and the New York City Safe Hotels Act, passed in 2025, reflect a broader shift toward increased regulatory oversight of hotel development and operations. Local Law 97 increases the cost and complexity of hotel ownership by requiring capital investments in energy-efficiency improvements and emissions reductions. The Citywide Hotels Text Amendment slows the pace of development by requiring new hotel projects to undergo land-use review by the City Planning Commission. The Safe Hotels Act increases operating and labor costs through stricter staffing, licensing, and safety requirements. Collectively, these legislative changes introduce additional financial, regulatory, and timing constraints that may hinder new development and investment decisions while advancing the City's climate, land use, and safety objectives.

**Historical Hotel Market Performance.** According to HVS, the figure below illustrates historical trends in the growth of available and occupied room nights in the City's hotel market.



HVS reports that from 1987 to 2007, hotel room supply growth in the City was limited by high land and construction costs. The growth in available room nights was slow and did not keep pace with demand growth. From 2007 until the onset of the COVID-19 pandemic in 2020, high occupancy, strong room rates, and favorable financing conditions enabled rapid annual increases in room supply. Hotel room demand has varied with economic cycles, but during the recovery from the Great Recession (2007-2009), demand growth kept pace with room supply until the COVID-19 pandemic in 2020. The growth in room supply and the strong recovery in demand after the COVID-19 pandemic have resulted in occupancy rates reaching approximately 84.5% in 2025.

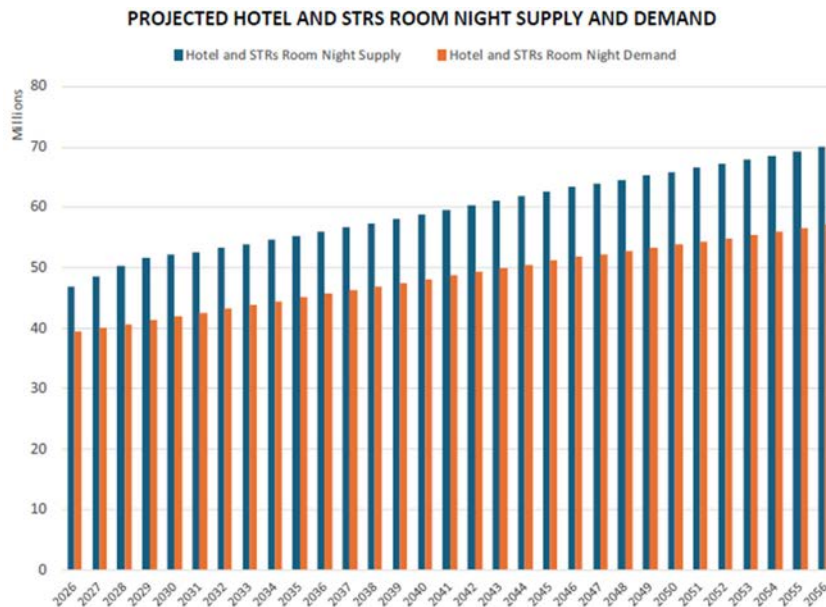
HVS believes that this pattern of growth is not sustainable in the long run. Over the next five years, HVS expects an increase in supply of over 17,000 rooms, driven by new construction and the return to the market of

approximately 50% of the 11,200 hotel rooms temporarily closed in February 2026. Room night demand is unlikely to keep pace, and HVS expects occupancy rates to decline to 80% by 2030.

**Short-Term Rentals.** Since 2023, the City has required short-term rentals to register and meet certain requirements. As of January 2026, approximately 3,300 units have been registered. Short-term rentals are subject to the Hotel Unit Fee.

**Forecast of Hotel Unit Fee Revenue.** HVS forecasts that hotel room night supply will increase at an accelerated pace through 2031, driven by new market entrants and the reopening of temporarily closed properties, after which growth is expected to moderate to a compound annual growth rate of 1.25% until 2046, when HVS lowered the growth rate for construction of hotel rooms to 1.00%. Due to the large number of potential units, HVS grew the supply of short-term rentals at the same rate as the forecast growth in demand. The long-term supply forecast beyond 2030 reflects the impact of legislation affecting both the short-term rental markets, including Local Law 97, the Hotel Text Amendment, the Safe Hotels Act, and Local Law 18.

HVS forecasts that occupied room nights and occupied short-term rental units will increase at a compound annual growth rate of 1.50% over the next 10 years, driven by growth in room-night supply as occupancy reaches approximately 81%. Thereafter, demand growth is projected to moderate, reflecting alignment with forecasted supply growth. Beginning in 2036, both supply and demand are expected to grow at a compound annual growth rate of 1.25% through 2045, after which the growth rate is lowered to 1.00%, reflecting anticipated constraints on future supply expansion. The figure below presents projections of available and occupied room nights by Bond Year.



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The following figure shows forecasts of supply, demand, occupancy levels, and Hotel Unit Fee revenues on a Bond Year basis for both hotels and short-term rentals for Bond Years 2026 through 2056. The Collection Charges were based on the average percentage incurred over the two-year period ending March 2026.

**PROJECTED ROOM & STR SUPPLY, DEMAND, OCCUPANCY RATE, HOTEL UNIT FEE, AND COLLECTION CHARGES**

Bond Year	Hotel & STRs Room Night Supply (000's)	Annual Change	Occupancy	Hotel & STRs Room Night Demand (000's)	Annual Change	Taxable Room Night Demand	Hotel Unit Fee Revenue (\$000's)	Growth Hotel Unit Fee Revenue	State Collection Charges (\$000's)	Net Hotel Unit Fee Revenue (\$000's)	Change in Hotel Unit Fee
2024 *	45,400		84%	38,094		86.9%	\$49,673		\$169	\$49,504	
2025 *	46,207	1.78%	84%	38,986	2.34%	90.9%	53,135	6.97%	181	52,954	6.97%
2026 *	46,818	1.32%	84%	39,501	1.32%	93.5%	55,421	4.30%	188	55,233	4.30%
2027	48,534	3.67%	83%	40,093	1.50%	93.5%	56,252	1.50%	191	56,061	1.50%
2028	50,364	3.77%	81%	40,695	1.50%	93.5%	57,096	1.50%	194	56,902	1.50%
2029	51,644	2.54%	80%	41,305	1.50%	93.5%	57,953	1.50%	197	57,756	1.50%
2030	52,199	1.07%	80%	41,925	1.50%	93.5%	58,822	1.50%	200	58,622	1.50%
2031	52,596	0.76%	81%	42,554	1.50%	93.5%	59,704	1.50%	203	59,501	1.50%
2032	53,257	1.26%	81%	43,192	1.50%	93.5%	60,600	1.50%	206	60,394	1.50%
2033	53,926	1.26%	81%	43,840	1.50%	93.5%	61,509	1.50%	209	61,300	1.50%
2034	54,603	1.26%	81%	44,497	1.50%	93.5%	62,432	1.50%	212	62,219	1.50%
2035	55,289	1.26%	82%	45,165	1.50%	93.5%	63,368	1.50%	215	63,153	1.50%
2036	55,981	1.25%	82%	45,758	1.31%	93.5%	64,201	1.31%	218	63,982	1.31%
2037	56,681	1.25%	82%	46,330	1.25%	93.5%	65,003	1.25%	221	64,782	1.25%
2038	57,389	1.25%	82%	46,909	1.25%	93.5%	65,816	1.25%	224	65,592	1.25%
2039	58,107	1.25%	82%	47,496	1.25%	93.5%	66,638	1.25%	227	66,412	1.25%
2040	58,833	1.25%	82%	48,090	1.25%	93.5%	67,471	1.25%	229	67,242	1.25%
2041	59,568	1.25%	82%	48,691	1.25%	93.5%	68,315	1.25%	232	68,082	1.25%
2042	60,313	1.25%	82%	49,299	1.25%	93.5%	69,169	1.25%	235	68,933	1.25%
2043	61,067	1.25%	82%	49,916	1.25%	93.5%	70,033	1.25%	238	69,795	1.25%
2044	61,830	1.25%	82%	50,539	1.25%	93.5%	70,909	1.25%	241	70,668	1.25%
2045	62,603	1.25%	82%	51,171	1.25%	93.5%	71,795	1.25%	244	71,551	1.25%
2046	63,325	1.15%	82%	51,716	1.06%	93.5%	72,559	1.06%	247	72,312	1.06%
2047	63,958	1.00%	82%	52,233	1.00%	93.5%	73,284	1.00%	249	73,035	1.00%
2048	64,598	1.00%	82%	52,755	1.00%	93.5%	74,017	1.00%	252	73,766	1.00%
2049	65,244	1.00%	82%	53,283	1.00%	93.5%	74,757	1.00%	254	74,503	1.00%
2050	65,896	1.00%	82%	53,816	1.00%	93.5%	75,505	1.00%	257	75,248	1.00%
2051	66,555	1.00%	82%	54,354	1.00%	93.5%	76,260	1.00%	259	76,001	1.00%
2052	67,221	1.00%	82%	54,898	1.00%	93.5%	77,023	1.00%	262	76,761	1.00%
2053	67,893	1.00%	82%	55,446	1.00%	93.5%	77,793	1.00%	264	77,528	1.00%
2054	68,572	1.00%	82%	56,001	1.00%	93.5%	78,571	1.00%	267	78,304	1.00%
2055	69,257	1.00%	82%	56,561	1.00%	93.5%	79,357	1.00%	270	79,087	1.00%
2056	69,950	1.00%	82%	57,127	1.00%	93.5%	80,150	1.00%	273	79,878	1.00%
<b>CAGR from 2025 to 2056</b>		<b>1.35%</b>			<b>1.24%</b>			<b>1.33%</b>	<b>1.33%</b>		<b>1.33%</b>

\* Hotel Unit Fee revenue through February 2026 is based on the quarterly Hotel Unit Fee Liability amounts provided by Taxation and Finance

HVS forecasts that net Hotel Unit Fee revenues could grow from \$53.0 million in 2025 to \$79.9 million in 2056. The forecasted compound annual growth rate for the Hotel Unit Fee of 1.33% from 2025 to 2056 is significantly below the historical compound annual growth rate in room night demand from 1987 to 2025 of 2.3%.

These Hotel Unit Fee revenue estimates show growth over the life of the Senior Lien Bonds. Historical events demonstrate that unpredictable economic cycles, geopolitical events, and other exogenous factors will cause actual revenues to differ from these projections in any given Bond Year. The projections should be viewed as the mid-point of a range of possible outcomes over a multi-year period rather than relying on projections for any one year.

**CERTAIN INFORMATION RELATING TO THE MORTGAGE INSURANCE FUND**

**The SONYMA Act**

SONYMA was established pursuant to the State of New York Mortgage Agency Act, Article 8, Title 17 of the Public Authorities Law of the State, as amended (the “SONYMA Act”). The directors of SONYMA consist of the State Comptroller or his appointee, the Director of the Budget of the State, the Commissioner of the State Division of Housing and Community Renewal, one director appointed by the Temporary President of the State Senate, one director appointed by the Speaker of the State Assembly, and four directors appointed by the Governor of the State with the advice and consent of the State Senate.

The SONYMA Act authorizes SONYMA to enter into commitments to insure mortgages and contracts of mortgage insurance, to issue commitments to provide and to provide pool insurance, and to contract to facilitate the

financial activities of the Corporation, and to fulfill SONYMA's obligations and enforce its rights under any insurance or financial support so furnished.

Part II of the SONYMA Act, authorizing the establishment of the MIF by SONYMA, was adopted by the State Legislature in 1978 to encourage financial institutions to make mortgage loans in neighborhoods suffering from disinvestment by providing mortgage insurance to minimize the investment risk. In 1989, the SONYMA Act was amended to authorize SONYMA to issue commitments to insure and to insure any loan or aggregate of loans, and to issue commitments to provide mortgage pool insurance on any loan or aggregate of loans, if (a) the property is located within an empire zone designated pursuant to Article 18-B of the General Municipal Law, (b) the property will provide affordable housing, (c) the entity providing the project's mortgage financing was or is created by local, state, or federal legislation, and certifies to SONYMA that the project meets the program criteria applicable to such entity, or (d) the project will provide a retail or community service facility that would not otherwise be provided.

In December 2004, the SONYMA Act was amended to authorize SONYMA to facilitate the financial activities of the Corporation by entering into agreements with the Corporation to provide a source or potential source of financial support to bonds of the Corporation and, to the extent not otherwise provided in respect of the support of bonds, for the Corporation's ancillary bond facilities.

### **Mortgage Insurance Fund**

The MIF is used as a revolving fund for carrying out the provisions of Part II of the SONYMA Act with respect to mortgages insured thereunder and with respect to providing credit support for the Corporation's bonds or ancillary bond facilities. The SONYMA Act establishes within the MIF the special account (the "Special Account"), the single family pool insurance account with respect to insurance related to one to four dwelling units (the "Single Family Pool Insurance Account"), the project pool insurance account with respect to insurance related to all other properties (the "Project Pool Insurance Account") and the Credit Support Account. The Credit Support Account is a source or potential source of payment of the sum of the respective amounts (or percentages) of required or permissive funding by the Corporation of each reserve and financial support fund established by the Corporation for its bonds and, to the extent not otherwise provided in respect of the support of bonds, for its ancillary bond facilities for which SONYMA has determined that the Credit Support Account is or will be a source or potential source of funding. SONYMA has agreed to establish the Subordinated Lien Credit Support Subaccount within the Credit Support Account to be the source or potential source of credit support payments that SONYMA has determined will be a source of funding required pursuant to the Subordinated Lien Credit Support Agreement. The SONYMA Act provides that assets of the Special Account, the Single Family Pool Insurance Account, the Project Pool Insurance Account, and the Credit Support Account shall be kept separate and shall not be commingled with each other or with any other accounts which may be established from time to time, except as authorized by the SONYMA Act. The SONYMA Act provides that all moneys held in each of the Single Family Pool Insurance Account and the Project Pool Insurance Account, with certain exceptions, shall be used solely for the payment of its liabilities arising from mortgages insured by the MIF pursuant to the SONYMA Act.

The claims paying ability of the Credit Support Account has not been rated. The claims-paying ability of the Single Family Pool Insurance Account and the Project Pool Insurance Account of the MIF are rated "Aa1" by Moody's Ratings, with stable outlooks on the Single Family Pool Insurance Account and the Project Pool Insurance Account. Such ratings reflect only the views of such organization; an explanation of the significance of such ratings may be obtained from the rating agency. There is no assurance that such ratings will continue for any period of time or that they will not be revised downward or withdrawn entirely by such rating agency if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Series 2026 Bonds. The Single Family Pool Insurance Account and the Project Pool Insurance Account are not sources of payment for the Series 2026 Bonds.

### **Mortgage Recording Taxes**

The MIF is funded primarily by a surtax on the State mortgage recording tax. Section 253(1-a) of the State Tax Law imposes a surtax (the "Tax") on recording mortgages of real property situated within the State. Excluded from the Tax are, among others, recordings of mortgages executed by voluntary nonprofit hospital corporations, mortgages executed by or granted to the Dormitory Authority of the State of New York and mortgages, wherein the mortgagee is a natural person, on mortgaged premises consisting of real property improved by a structure containing

six or fewer residential dwelling units, each with separate cooking facilities. The Tax is equal to \$0.25 for each \$100 (and each remaining major fraction thereof) of principal debt which is secured by the mortgage. Section 261 of the State Tax Law requires the respective recording officers of each county of the State, on or before the tenth day of each month, after deducting certain administrative expenses incident to the maintenance of their respective recording offices, to pay SONYMA for deposit to the credit of the MIF the portion of the Tax collected by such counties during the preceding month, except that: (i) with respect to mortgages recorded on and after May 1, 1987, the balance of the Tax paid during each month to the recording officers of the counties comprising the Metropolitan Commuter Transportation District on mortgages of any real property principally improved or to be improved by a structure containing six residential dwelling units or less with separate cooking facilities, shall be paid over to the Metropolitan Transportation Authority; (ii) with respect to mortgages recorded on and after May 1, 1987, the balance of the Tax paid during each month to the recording officers of the County of Erie on mortgages of any real property principally improved or to be improved by a structure containing six residential dwelling units or less with separate cooking facilities, shall be paid over to the Niagara Frontier Transportation Authority; and (iii) Taxes paid upon mortgages covering real property situated in two or more counties shall be apportioned by the State Tax Commission among SONYMA, the Metropolitan Transportation Authority and the Niagara Frontier Transportation Authority, as appropriate.

Mortgage recording taxes have been collected in the State for more than 75 years. SONYMA has been entitled to receive Tax receipts since December 1978. Under existing law, no further action on the part of the State Legislature is necessary for the MIF to continue to receive such moneys. However, imposition or application of the mortgage recording taxes described above as currently provided in the State Tax Law and the SONYMA Act is subject to change in the future. The MIF's receipt of Tax receipts is dependent upon the performance by the county recording officers of their collection and remittance obligations; the State Tax Commission is given general supervisory power over such officers. Tax receipts paid to the MIF in calendar years 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024 and 2025 were approximately \$179 million, \$161 million, \$154 million, \$165 million, \$130 million, \$156 million, \$205 million, \$117 million, \$113 million and \$128 million, respectively. Tax receipts have fluctuated over the period they have been payable to the MIF due to changing conditions in the State's real estate market.

#### **MIF Accounts**

The SONYMA Act requires SONYMA to credit the amount of money received from the recording officer of each county to the Special Account within the MIF. The SONYMA Act provides that SONYMA may credit from the Special Account to, as applicable, the Single Family Pool Insurance Account, the Project Pool Insurance Account or the Credit Support Account such moneys as are needed to satisfy the mortgage insurance fund requirement (described below) of the Single Family Pool Insurance Account, the Project Pool Insurance Account, or the Credit Support Account (including any subaccount thereof), respectively, except that during any twelve month period ending on March thirty-first the aggregate amount credited to the Credit Support Account (excluding investment earnings thereon) shall not exceed the lesser of (i) \$50 million or (ii) the aggregate of the amounts required under the contracts executed by SONYMA to provide credit support to the Corporation's bonds or ancillary bond facilities.

The SONYMA Act allows, but does not require, SONYMA to transfer moneys from the Special Account to the Single Family Pool Insurance Account, the Project Pool Insurance Account, and the Credit Support Account if and to the extent the amount on deposit in any such account is less than its mortgage insurance fund requirement (including the funding commitment requirement of the Credit Support Account (including any subaccount thereof)), provided that moneys transferred to the Credit Support Account are subject to the limitation described in the preceding paragraph. Provisions of the SONYMA Act also provide that if at any time the moneys, investments, and cash equivalents (valued as determined by SONYMA) of the Single Family Pool Insurance Account, the Project Pool Insurance Account, or the Credit Support Account (including any subaccount thereof) exceed the amount necessary to attain and maintain the credit rating or, with respect to credit support for the Corporation's bonds or ancillary bond facilities, credit worthiness (as determined by SONYMA), required to accomplish the purposes of such account, SONYMA shall transfer such excess to the Special Account. Any amount on deposit in the Special Account in excess of certain required reserves, insurance claims paid, and SONYMA operating expenses is required to be remitted to the State annually.

The SONYMA Act provides that no moneys shall be withdrawn from the MIF at any time in such amount as would reduce the amount in such fund to less than the mortgage insurance fund requirement, except for the purpose of paying liabilities as they become due and for the payment of which other moneys are not available. The SONYMA Act provides that the Single Family Pool Insurance Account will be available to pay the claims made on all of the

primary mortgage insurance policies and mortgage pool insurance policies issued by the MIF with respect to single family mortgage loans. The SONYMA Act provides that the Project Pool Insurance Account will be available to pay the claims made on all the insurance policies issued by the MIF with respect to mortgage loans other than single family mortgage loans. The SONYMA Act also provides that the Credit Support Account will be available to pay amounts due pursuant to agreements entered into by SONYMA to provide credit support for the Corporation's bonds and ancillary bond facilities. There can be no assurance that the amounts on deposit in the Special Account, the Single Family Pool Insurance Account, or the Project Pool Insurance Account will not be depleted through payment of liabilities arising with respect to insured individual mortgage loans or insured pools of mortgage loans, or that the Credit Support Account will not be depleted through payment of liabilities arising with respect to providing credit support for the Corporation's bonds or ancillary bond facilities.

The SONYMA Act provides that the mortgage insurance fund requirement with respect to the Credit Support Account as of any particular date of computation is equal to (i) the aggregate of (a) such amount of credit support for the Corporation's bonds or ancillary bond facilities that SONYMA has determined to be due and payable as of such date pursuant to its contracts to provide credit support for the Corporation's bonds or ancillary bond facilities plus (b) an amount equal to the respective amounts established by contracts under which SONYMA has determined that the Credit Support Account (including any subaccount thereof) will provide credit support for Corporation's bonds or ancillary bond facilities, less the amounts payable with respect to credit support for the Corporation's bonds or ancillary bond facilities pursuant to subparagraph (a) above less (ii) the aggregate of the amount of each reinsurance contract procured in connection with obligations of SONYMA determined by SONYMA to be a reduction pursuant to this paragraph in calculating the mortgage insurance fund requirement applicable to such account. The mortgage insurance fund requirement with respect to each of the Single Family Pool Insurance Account and the Project Pool Insurance Account as of any particular date of computation is equal to (i) the aggregate of (a) the principal amount of such insured mortgage loans as SONYMA has determined to be due and payable as of such date pursuant to its contracts to insure mortgages with respect to such account plus (b) an amount equal to 20 per centum of the principal amounts of the mortgage loans insured under SONYMA's insurance contracts with respect to such account plus 20 per centum of the principal amounts to be insured under SONYMA's commitments to insure less the amounts payable pursuant to clause (a) above (*provided, however*, that if the board of directors of SONYMA shall have established a different per centum for a category of loans pursuant to the SONYMA Act, such per centum shall be substituted for twenty per centum in this paragraph) less (ii) the aggregate of the amount of each reinsurance contract procured in connection with obligations of SONYMA determined by SONYMA to be reduction pursuant to this paragraph in calculating the mortgage insurance fund requirement applicable to such account. There can be no assurance that such mortgage insurance fund requirement will not be reduced.

As of March 31, 2026, the MIF had total reserves with a book value of approximately \$3,189,848,360 including Credit Support Account reserves with a book value of approximately \$45,902,835. Pursuant to the Senior Lien Credit Support Agreement, SONYMA has agreed to maintain a minimum balance in the Credit Support Account of \$25 million (excluding the Subordinated Lien Credit Support Subaccount), which is equal to the Senior Lien SONYMA Account Requirement upon issuance of the Series 2026 Bonds in the Senior Lien Credit Support Agreement. See "SECURITY AND SOURCES OF PAYMENT-Senior Lien Credit Support Agreement" herein). The Senior Lien Credit Support Agreement requires that reserves in the Credit Support Account be maintained at the Senior Lien SONYMA Account Requirement, subject to the limitations on moneys available to replenish such account.

As of March 31, 2026, the MIF's total liability against commitments and policies in force was \$7,453,023,444 of which \$6,813,887,506 was against project mortgage insurance commitments and policies in force, the balance of \$639,135,938 being against single family primary and pool insurance commitments and policies in force.

As of March 31, 2026, the MIF had a total loan amount on outstanding commitments and policies in force of \$11,274,257,891 of which \$7,681,736,816 represented the total loan amount on outstanding project mortgage insurance commitments and policies in force, the balance of \$3,592,521,075 being the total loan amount on outstanding single family primary and pool insurance commitments and policies in force.

As of March 31, 2026, the Project Pool Insurance Account had paid 107 claims for loss in the aggregate amount of \$127,634,693 and had 46 insurance policies in force on which claims for loss had been submitted. SONYMA estimates that its total liability thereon is \$98,810,005. As of March 31, 2026, the Single Family Pool Insurance Account had paid 2,864 claims for loss in the aggregate amount of \$93,847,710.

## State Budget Transfers from the MIF

The Education, Labor and Family Assistance portion of the 2026-2027 Proposed Budget submitted by the Governor to the State Legislature on January 18, 2026 would require transfers of moneys in the aggregate amount of \$117,753,000, subject to the approval of the Director of the Budget of the State, from (a) the Special Account in an amount up to the available excess balance in the Special Account, as calculated in accordance with the Act for the State Fiscal Year 2026-2027, and /or (b) the Project Pool Insurance Account provided that, at the time of each transfer from the Project Pool Insurance Account, the reserves remaining in the Project Pool Insurance Account are sufficient to attain and maintain the credit rating required to accomplish the purposes of the Project Pool Insurance Account (as determined by SONYMA). There can be no assurances as to what effect, if any, any such transfer may have on the then-current rating of the SONYMA Mortgage Insurance Fund's Project Pool Insurance Account by any rating agency.

Provisions similar to the transfer provisions were enacted as part of prior State Enacted Budgets resulting in releases (i) in State Fiscal Year 2025-2026 from the Project Pool Insurance Account in the aggregate amount of \$98,728,198; (ii) in State Fiscal Year 2024-2025 from the Project Pool Insurance Account in the aggregate amount of \$101,951,000; (iii) in State Fiscal Year 2023-2024 from the Project Pool Insurance Account in the aggregate amount of \$43,129,038 and the Special Account in the aggregate amount of \$54,551,962, (iv) in State Fiscal Year 2022-2023 from the Project Pool Insurance Account in the aggregate amount of \$0.00 and the Special Account in the aggregate amount of \$40,020,000, (v) in State Fiscal Year 2021-2022 from the Project Pool Insurance Account in the aggregate amount of \$63,371,000 and the Special Account in the aggregate amount of \$0.00, (vi) in State Fiscal Year 2020-2021 from the Project Pool Insurance Account in the aggregate amount of \$80,625,000 and the Special Account in the aggregate amount of \$23,375,000, (vii) in State Fiscal Year 2019-2020 from the Project Pool Insurance Account in the aggregate amount of \$818,235 and the Special Account in the aggregate amount of \$16,199,765, (viii) in State Fiscal Year 2018-2019 from the Project Pool Insurance Account in the aggregate amount of \$3,032,511 and the Special Account in the aggregate amount of \$51,967,489, (ix) in State Fiscal Year 2017-2018 from the Project Pool Insurance Account in the aggregate amount of \$99,397,781 and the Special Account in the aggregate amount of \$53,602,219, (x) in State Fiscal Year 2016-2017 from the Project Pool Insurance Account in the aggregate amount of \$100 million and the Special Account in the aggregate amount of \$75 million, and (xi) in State Fiscal Year 2015-2016 from the Project Pool Insurance Account in the aggregate amount of \$75 million and the Special Account in the aggregate amount of \$50 million. State budget legislation in future years may provide for transfers from the Project Pool Insurance Account or other accounts in the MIF. SONYMA makes no representation regarding whether any such transfers, or the amounts thereof, will be enacted.

The SONYMA Act provides that no monies shall be withdrawn from any account within the SONYMA MIF at any time in an amount which would reduce the amount on deposit in such account, including the Project Pool Insurance Account, of the MIF to fall below its statutorily required reserves.

In accordance with the authority granted to SONYMA pursuant to the provisions of Sections 2411 and 2428-a(3) of the SONYMA Act, SONYMA on behalf of the State has pledged to and agreed with the Bondowners that the State will not limit or alter rights vested by the SONYMA Act in SONYMA to fulfill the terms of the Senior Lien Credit Support Agreement, or in any way impair the rights and remedies of the Bondowners until the Series 2026 Bonds, together with the interest thereon, and all costs and expenses in connection with any action or proceedings by or on behalf of the Bondowners with respect to the Senior Lien Credit Support Agreement, are fully met and discharged.

Copies of SONYMA's audited financial statements for the fiscal year ended October 31, 2025 are available from the State of New York Mortgage Agency, 641 Lexington Avenue, New York, New York 10022, telephone (212) 688-4000.

SONYMA makes no representation as to the contents of this Official Statement (other than this section), the suitability of the Series 2026 Bonds for any investor, the feasibility of the Convention Center or compliance with any securities or tax laws and regulations which may relate to the issuance and sale of the Series 2026 Bonds.

SONYMA's sole obligation in connection with the Series 2026 Bonds is to provide the credit support set forth in the Senior Lien Credit Support Agreement.

## **BONDOWNERS' RISKS AND INVESTMENT CONSIDERATIONS**

### **Introduction**

Potential investors should carefully consider the following BONDOWNERS' RISK AND INVESTMENT CONSIDERATIONS and other investment considerations prior to making a decision to purchase Series 2026 Bonds. The following description of certain BONDOWNERS' RISK AND INVESTMENT CONSIDERATIONS is not intended to be a complete description of all of the general or specific BONDOWNERS' RISK AND INVESTMENT CONSIDERATIONS relating to an investment in Series 2026 Bonds. Additional BONDOWNERS' RISK AND INVESTMENT CONSIDERATIONS relating to the purchase of Series 2026 Bonds are described throughout this Official Statement, whether or not specifically designated as BONDOWNERS' RISK AND INVESTMENT CONSIDERATIONS.

### **Limited Obligations**

THE SERIES 2026 BONDS ARE SPECIAL OBLIGATIONS OF THE CORPORATION PAYABLE SOLELY FROM AND SECURED SOLELY BY THE SENIOR LIEN PLEDGED PROPERTY.

**THE SERIES 2026 BONDS SHALL NOT CONSTITUTE A DEBT OF THE STATE WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OR OF THE TAXING POWER OF THE STATE, AND THE STATE SHALL NOT BE LIABLE TO MAKE PAYMENTS THEREON. THE SERIES 2026 BONDS ARE NOT PAYABLE OUT OF ANY FUNDS OR ASSETS OTHER THAN THE CONVENTION CENTER DEVELOPMENT FUND AND OTHER FUNDS AND ASSETS OF OR AVAILABLE TO THE CORPORATION AND PLEDGED THEREFOR UNDER THE RESOLUTION. THE CORPORATION HAS NO TAXING POWER.**

**IN NO EVENT SHALL THE SERIES 2026 BONDS OR THE CORPORATION'S OBLIGATIONS UNDER THE SENIOR LIEN CREDIT SUPPORT AGREEMENT BE SECURED BY A LIEN ON THE CONVENTION CENTER OR BE SECURED BY OR PAYABLE FROM AMOUNTS DERIVED FROM THE OPERATION OF THE CONVENTION CENTER.**

**NEITHER THE OBLIGATIONS OF SONYMA UNDER THE SENIOR LIEN CREDIT SUPPORT AGREEMENT NOR THE REIMBURSEMENT OBLIGATIONS OF THE CORPORATION THEREUNDER SHALL BE A DEBT OF THE STATE OR OF ANY MUNICIPALITY, AND NEITHER THE STATE NOR ANY MUNICIPALITY SHALL BE LIABLE THEREON.**

### **Reliance on Hotel Unit Fee Collections**

In general, the ability of the Corporation to pay principal of and interest on the Series 2026 Bonds when due could be adversely affected by a variety of future events and conditions, particularly the economic conditions of the City and of the nation, and the effect of those conditions on the hotel industry locally and nationally. The Corporation relies on the receipts of the Hotel Unit Fee remitted by the New York State Department of Taxation and Finance to the Corporation and the payments due under the Senior Lien Credit Support Agreement to make debt service payments on the Series 2026 Bonds. Pursuant to the Act, nothing contained in the Resolution shall be deemed to restrict the right of the State to amend, modify, repeal or otherwise alter statutes imposing or relating to taxes or fees, assessments or appropriations relating thereto, including the Hotel Unit Fee. The exercise by the State of its right to amend, repeal, modify or otherwise alter any such tax, fee or appropriation will not constitute a default under the Resolution. In the event of any such amendment, modification, repeal or other alteration in the statutes imposing or relating to taxes or fees, assessments or appropriations relating to the Hotel Unit Fee, there is no guarantee that the Corporation will have sufficient funds available to make debt service payments on the Series 2026 Bonds.

### **Hotel Unit Fee Collections**

The primary source of payment of the principal of and interest on the Series 2026 Bonds will be the receipts of the Hotel Unit Fee remitted by the New York State Department of Taxation and Finance to the Corporation. Although it is anticipated that the revenue to be collected from the Hotel Unit Fee will be sufficient to pay required debt service on the Series 2026 Bonds, Hotel Unit Fee receipts declined significantly during the COVID 19 pandemic

and no assurances can be given as to the sufficiency of Hotel Unit Fee revenue collections in the future. The information set forth in the Hotel Unit Fee Forecast includes forward looking statements. A number of important factors may cause actual Hotel Unit Fee collections to differ materially from those set forth in the Hotel Unit Fee Forecast.

### **Change in Hotel Unit Fee Rate**

Nothing contained in the Senior Lien Resolution shall be deemed to restrict the right of the State to amend, modify, repeal or otherwise alter statutes imposing or relating to taxes or fees, assessments or appropriations relating thereto, including any right to reduce the Hotel Unit Fee. The exercise by the State of its right to amend, repeal, modify, reduce or otherwise alter any such tax, fee or appropriation shall not constitute a default under the Senior Lien Resolution. By the terms of the Act, the State is not obligated to make any payments or impose any taxes to satisfy the obligations of the Corporation. Under existing law, no further action on the part of the State Legislature is necessary for the Corporation to continue to receive Hotel Unit Fee receipts.

### **Dependence on Tourism**

Hotel Unit Fee collections are dependent on the tourism industry in the City. Any decrease in the level of tourism activity (including convention activity) in the City is likely to result in a reduction in Hotel Unit Fee collections. Factors such as weakening in the national economy and reductions in travel for any reason, including terrorist attacks, national or global health crisis, and increases in gas prices, have impacted Hotel Unit Fee collections in the past and could impact Hotel Unit Fee revenues in the future. During the COVID-19 pandemic, annual Hotel Unit Fee receipts declined on a Bond Year basis from \$52,622,259 in 2019 to a low of \$19,519,704 in 2021, however, by 2025, Hotel Unit Fee receipts had recovered to \$54,160,795.

Other factors that are beyond the control of the Corporation also may adversely affect the level of tourism and Hotel Unit Fee revenues in the future. These factors include the availability of affordable and frequent air service to the City. Reductions in air service or increases in the price of such service may occur due to the poor health of the airline industry in general, increases in jet fuel costs or other factors.

### **Public Policy Risk**

Government policy and public-sector management decisions may influence the operating environment, particularly regarding public safety, infrastructure investment, and regulatory conditions. Continued investment in infrastructure and effective governance are important factors supporting the hotel industry and failure to continue such investment and effective governance could adversely affect the hotel industry.

Continued investment in tourism infrastructure is also essential to the hotel industry in the City. Ongoing support of the City's primary marketing organization, NYC & Company, is one indicator of the City's commitment to the tourism industry. While it is difficult to predict the policy stances of future administrations and public managers, the local hotel community has historically benefited from a tradition of broad public support for the tourism industry and failure to continue such support could adversely affect the hotel industry.

### **Economy of the City and the Nation**

The amount of the Hotel Unit Fee revenues could be adversely affected by economic conditions in the City and the nation. An economic downturn, inflation, deflation or other adverse economic conditions may cause Hotel Unit Fee revenues to decline due to a variety of factors including but not limited to lower hotel occupancy rates, lower convention and tourist activity, and a reduction in the number of hotels and/or hotel rooms. No assurances can be given that Hotel Unit Fee revenues will be sufficient to satisfy debt service on the Series 2026 Bonds.

### **Reliance on the Senior Lien Credit Support Agreement**

SONYMA's financial obligations under the Senior Lien Credit Support Agreement are limited. SONYMA is obligated to make payments under the Senior Lien Credit Support Agreement solely from moneys on deposit in the Credit Support Account (excluding the Subordinated Lien Credit Support Subaccount), and investment earnings on amounts on deposit in the Credit Support Account (excluding the Subordinated Lien Credit Support Subaccount). No

other moneys or assets of SONYMA are a source of payment of SONYMA's obligations under the Senior Lien Credit Support Agreement to make payments to the Senior Lien Trustee. The investment and reinvestment of moneys in the Credit Support Account (excluding the Subordinated Lien Credit Support Subaccount) is at the sole discretion of SONYMA, subject to the SONYMA Act. The MIF is funded primarily by a surtax on the state mortgage recording tax. However, imposition or application of the mortgage recording taxes described herein as currently provided in the Tax Law and the SONYMA Act is subject to change in the future.

### **Enforceability of Remedies**

The Senior Lien Bonds will be secured by the Senior Lien Resolution, which provides for a pledge of the Senior Lien Pledged Property to the Senior Lien Trustee on behalf of the Senior Lien Bondowners. Following an Event of Default under the Subordinated Lien Resolution, the Subordinated Lien Trustee may not exercise remedies until all Senior Lien Bonds have been paid in full, or provision made therefor, and all other obligations of the Corporation under the Senior Lien Resolution have been satisfied. The practical realization of value from the Senior Lien Pledged Property will depend upon the exercise of various remedies specified in the Senior Lien Resolution. See "APPENDIX B - SUMMARY OF CERTAIN DEFINITIONS AND PROVISIONS OF THE SENIOR LIEN RESOLUTION." Under existing law, the remedies set forth in the Senior Lien Resolution may be limited or the practical benefits thereof may not be readily available, and any suit seeking to enforce specific performance of covenants in the Senior Lien Resolution, or the Senior Lien Credit Support Agreement may not be granted by a court. The various legal opinions to be delivered concurrently with the Series 2026 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by state and federal laws, rulings and decisions affecting remedies, and by bankruptcy, reorganization or other laws affecting the enforcement of creditors' rights, generally.

### **Possibility of Change in Tax Status**

**Loss of Tax Exemption.** The occurrence of an event that results in the interest payable on the Series 2026 Bonds being includable in the gross income of the owners of such bonds for federal income tax purposes is not an event of default under the Senior Lien Resolution and does not give rise to a redemption of the Series 2026 Bonds or to the payment to the owners of the Series 2026 Bonds of any amount denoted as supplemental interest, additional interest, penalty interest, liquidated damages, or otherwise, in addition to the regularly scheduled amounts otherwise payable to the owners of the Series 2026 Bonds. Interest on the Series 2026 Bonds may become includable in gross income for federal income tax purposes retroactive to their date of issuance due to the failure of the Corporation to comply with the requirements of federal tax law, and the Corporation, the Senior Lien Trustee will have no remedies available to them to mitigate the adverse economic effects to the owners of the Series 2026 Bonds of such inclusion by reason of the noncompliance. In the event that interest on the Series 2026 Bonds becomes includable in gross income for federal income tax purposes, the value and marketability of such Bonds would likely be adversely affected.

The Corporation has agreed in the Senior Lien Resolution to comply with the provisions of the Code relating to the exclusion from gross income of interest payable on the Series 2026 Bonds. The Senior Lien Resolution and related documents contain provisions designed to assure compliance with such covenant. The Corporation also has agreed that it will not knowingly take any action or omit to take any action which, if taken or omitted, respectively, would reasonably be expected by it to adversely affect the tax-exempt status of interest on the Series 2026 Bonds under the Code that would adversely affect the exclusion of the interest on such bonds.

The Series 2026 Bonds may be, from time to time, subject to audits by the Internal Revenue Service (the "IRS"). The Corporation believes that the Series 2026 Bonds properly comply with applicable federal tax laws. In addition, Nixon Peabody LLP and BurgherGray LLP, Co-Bond Counsel, will render opinions with respect to the tax-exempt status of interest on the Series 2026 Bonds, as described under the heading "TAX MATTERS." Such opinions speak only as of their date and Co-Bond Counsel has no obligation to monitor compliance following the issuance of the Series 2026 Bonds. No ruling with respect to the tax-exempt status of interest on the Series 2026 Bonds has been or will be sought from the IRS and opinions of counsel are not binding on the IRS or the courts and are not guarantees. There can be no assurance that an audit of the Series 2026 Bonds will not adversely affect the tax-exempt status of interest on the Series 2026 Bonds.

**Change in Tax Law.** Federal, state or local legislation, administrative pronouncements or court decisions may affect the tax-exempt status of interest on the Series 2026 Bonds, gain from the sale or other disposition of the

Series 2026 Bonds, the market value of the Series 2026 Bonds, or the marketability of the Series 2026 Bonds, or otherwise prevent the owners of the Series 2026 Bonds from realizing the full current benefit of the exclusion from gross income of the interest thereon. For example, federal legislative proposals have been made recently that would, among other things, limit the exclusion from gross income of interest on obligations such as the Series 2026 Bonds for higher-income taxpayers. If enacted into law, such proposals could affect the tax exemption of interest on the Series 2026 Bonds or the market price for, or marketability of, the Series 2026 Bonds. No assurance can be given that legislation enacted or proposed, administrative pronouncements or court decisions after the date of issuance of the Series 2026 Bonds will not have an adverse effect on the tax-exempt status or market value of the Series 2026 Bonds or will not change the effect of other federal, state or local tax law consequences of owning and disposing of the Series 2026 Bonds. Prospective purchasers of the Series 2026 Bonds should consult their own tax and financial advisors regarding such matters.

### **Reliance on Rating Confirmations for Certain Actions**

The Senior Lien Resolution provides that so long as the Senior Lien Bonds remain outstanding, the Corporation may undertake certain actions based upon receipt of confirmation from the Rating Agencies that the outstanding ratings assigned by such Rating Agency to the Series 2026 Bonds are not thereby impaired (a “Rating Confirmation”). Such actions include, but are not limited to, amending the Senior Lien Resolution. To the extent such actions are taken after issuance of the Series 2026 Bonds, investors in the Series 2026 Bonds will be relying on the evaluation by such Rating Agency of such actions and their impact on credit quality. Rating Agencies may fail to make timely changes in credit ratings in response to subsequent events, and the ratings on the Series 2026 Bonds may not accurately reflect the Credit quality of the Series 2026 Bonds.

### **Market Risks**

The performance of the hotel market is closely tied to local and national economic conditions. Consumer spending on hotels is inherently cyclical and sensitive to broader economic trends. Actual annual performance may vary depending on the stage of the business cycle.

Recent volatility in U.S. and global markets—largely driven by evolving federal policies—has increased uncertainty. Factors such as tariffs, inflationary pressures, potential disruptions to international trade and travel, and ongoing supply chain challenges may increase operating and development costs for hotels and the hospitality business in general. Additionally, changes in immigration policy could constrain labor availability, particularly for hotel and hospitality entry-level positions. All of the foregoing factors could adversely affect Hotel Unit Fee revenue.

### **Environmental Risks**

Climate change poses a long-term and severe risk to the health of the U.S. and international economies. Scientists have observed increased coastal flooding due to rising sea levels, the increased frequency and severity of storms, population displacement, interruptions in water and food supply chains, and other consequences of climate change, and have definitively concluded that these impacts are the direct result of human activity. Furthermore, scientists have predicted that these impacts will become increasingly severe unless immediate action is taken to reduce carbon pollution and the emissions of other greenhouse gases that contribute to global warming. No assurance can be given that future severe climate events will not negatively impact the tourism and hospitality industry in the City and accordingly, reduce Hotel Unit Fee revenue.

### **Geopolitical Risks**

Geopolitical developments, including international crises, conflicts, wars and shifting policy environments, may adversely affect economic conditions and industry performance as well as travel and tourism. Such risks are unpredictable and may contribute to market instability and reduced demand for business and leisure travel and tourism, which may adversely affect the collection of Hotel Unit Fee revenue.

### **Epidemics and Pandemics**

Future epidemics or pandemics could significantly disrupt the tourism and the hospitality industry. Past outbreaks such as Ebola and SARS were relatively short-lived, but the COVID-19 pandemic has had lasting economic

and social impacts. Future epidemics or pandemics may have long-term and broad economic impacts, including potential recessions that extend beyond the immediate health crisis and could significantly adversely affect the collection of Hotel Unit Fee revenue.

### **Supply Risk**

The City Council has enacted legislation affecting the lodging industry over the last several years. Local Law 97, passed in 2019, the Citywide Hotels Text Amendment, passed in 2021, and the New York City Safe Hotels Act, passed in 2025, reflect a broader shift toward increased regulatory oversight of hotel development and operations. Local Law 97 increases the cost and complexity of hotel ownership by requiring capital investments in energy-efficiency improvements and emissions reductions. The Citywide Hotels Text Amendment slows the pace of development by requiring new hotel projects to undergo land-use review by the City Planning Commission. The Safe Hotels Act increases operating and labor costs through stricter staffing, licensing, and safety requirements. Collectively, these legislative changes introduce additional financial, regulatory, and timing constraints that may hinder new development and investment decisions and, while advancing the City's climate, land use, and safety objectives, may over the long-term significantly limit the ability to expand hotel room supply in the City, which could restrict the growth of Hotel Unit Fee revenues. In addition, the limited availability of land for new hotel developments, and the potential conversion of existing hotels into other uses further imposes downward pressure on the supply of hotels and hospitality facilities in the City which could constrain Hotel Unit Fee revenue growth.

### **Cybersecurity Risks**

The Corporation is subject to multiple cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to the Corporation's digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. To date, the Corporation has not experienced an attack on its internal computer operating systems which resulted in a breach of its cybersecurity systems that are in place. The Corporation, through ESD, maintains policies and procedures to help protect against cybersecurity risks, including network security controls, multi-factor authentication, employee training, and ongoing system monitoring. The Corporation is covered under ESD's cyber liability insurance program, which provides coverage for certain cybersecurity-related incidents and associated response costs, subject to policy terms and limits. No assurance can be given that the Corporation will not be affected by cyber threats and attacks in a manner that may affect the collection of the Senior Lien Pledged Property or the payment of debt service on the Series 2026 Bonds.

The Corporation is also reliant on other entities and service providers in connection with the administration of the Series 2026 Bonds, including without limitation, the Commissioner, the Comptroller and the Trustee. No assurance can be given that these other entities will not be affected by cyber threats and attacks in a manner that may affect the collection of the Senior Lien Pledged Property or the payment of debt service on the Series 2026 Bonds.

### **Change of Rating**

Moody's Ratings ("Moody's") has assigned to the Series 2026 Bonds a rating of "A1" (positive outlook). A rating is not a recommendation to purchase, hold or sell the Series 2026 Bonds, inasmuch as such rating does not comment as to market price or suitability to a particular investor. See "RATING." There is no assurance that the rating will remain for any given period of time or that the rating will not be lowered or withdrawn entirely.

### **Issuance of Additional Bonds**

The Corporation may, pursuant to the provisions of the Senior Lien Resolution, authenticate and deliver from time to time additional Senior Lien Bonds secured by the Senior Lien Pledged Property on a parity with the Series 2026 Bonds. Additional Senior Lien Bonds may have scheduled payments of principal earlier than payments of principal of the Series 2026 Bonds and other Senior Lien Bond. Any additional Senior Lien Bonds may be issued with the consent of SONYMA, but without the consent or approval of the Senior Lien Bondowners. See "SECURITY AND SOURCES OF PAYMENT-Issuance of Additional Bonds and Refunding Bonds."

## **Bonds Not Suitable Investments for All Investors**

The Series 2026 Bonds are complex investments that should be considered only by investors who, either alone or with their financial, tax and legal advisors, have the expertise to analyze the prepayment, reinvestment, default and market risk, the tax consequences of such an investment, and the interaction of these factors.

## **LITIGATION**

There is no litigation or other proceeding pending or, to the knowledge of the Corporation, threatened in any court, agency or other administrative body (either State or Federal) restraining or enjoining the issuance, sale or delivery of the Series 2026 Bonds, or in any way questioning or affecting (i) the proceedings under which the Series 2026 Bonds are to be issued, (ii) the pledge effected under the Senior Lien Resolution, (iii) the validity of any provision of the Series 2026 Bonds, the Senior Lien Resolution or the Senior Lien Credit Support Agreement, or (iv) the collection of the Hotel Unit Fee.

## **TAX MATTERS**

### **Federal Income Taxes**

The opinions described under this heading will be rendered separately for the Series 2026A Bonds and the Series 2026B Bonds on the respective issue dates of such bonds based on the facts and the law in effect on those dates. Based on the facts and law in effect at the time of sale of the Series 2026 Bonds, the Series 2026A Bonds and the Series 2026B Bonds will be a single issue of bonds for federal income tax purposes.

The Internal Revenue Code of 1986, as amended (the “Code”), imposes certain requirements that must be met subsequent to the issuance and delivery of the Series 2026 Bonds for interest thereon to be and remain excluded from gross income for Federal income tax purposes. Noncompliance with such requirements could cause the interest on the Series 2026 Bonds to be included in gross income for Federal income tax purposes retroactive to the date of issue of the Series 2026 Bonds. Pursuant to the Tax Certificate as to Arbitrage and the Provisions of Section 131-150 of the Internal Revenue Code of 1986 (the “Tax Certificate”), the Corporation has covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Series 2026 Bonds from gross income for Federal income tax purposes pursuant to Section 103 of the Code. In addition, the Corporation has made certain representations and certifications in the Tax Certificate. Nixon Peabody LLP, Co-Bond Counsel, will not independently verify the accuracy of those representations and certifications.

In the opinion of Nixon Peabody LLP and BurgherGray LLP, Co-Bond Counsel (“Co-Bond Counsel”), under existing law and assuming compliance with the aforementioned covenants, and the accuracy of certain representations and certifications made by the Corporation described above, interest on the Series 2026 Bonds is excluded from gross income for Federal income tax purposes under Section 103 of the Code. Nixon Peabody LLP, Co-Bond Counsel, is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. Interest on the Series 2026 Bonds will be taken into account in computing the alternative minimum tax imposed on certain corporations under the Code to the extent that such interest is included in the “adjusted financial statement income” of such corporations.

### **State Taxes**

Co-Bond Counsel are of the opinion that, under existing law, interest on the Series 2026 Bonds is, by virtue of the Authority Act, exempt from personal income taxes imposed by the State of New York or any political subdivision thereof (including The City of New York). Co-Bond Counsel express no opinion as to other State or local tax consequences arising with respect to the Series 2026 Bonds nor as to the taxability of the Series 2026 Bonds or the income therefrom under the laws of any state other than the State of New York.

### **Original Issue Discount**

Co-Bond Counsel is further of the opinion that the excess of the principal amount of a maturity of the Series 2026 Bonds over its issue price (i.e., the first price at which price a substantial amount of such maturity of the Series 2026 Bonds was sold to the public, excluding bond houses, brokers or similar persons or organizations acting in the

capacity of underwriters or wholesalers) (each, a “Discount Bond” and collectively the “Discount Bonds”) constitutes original issue discount which is excluded from gross income for federal income tax purposes to the same extent as interest on the Series 2026 Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond and the basis of each Discount Bond acquired at such issue price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a corresponding cash payment. Owners of the Discount Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Discount Bonds.

### **Original Issue Premium**

Series 2026 Bonds sold at prices in excess of their principal amounts are “Premium Bonds.” An initial purchaser with an initial adjusted basis in a Premium Bond in excess of its principal amount will have amortizable bond premium which offsets the amount of tax-exempt interest and is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond based on the purchaser’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, over the period to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation with an amortizable bond premium is required to decrease such purchaser’s adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Series 2026 Bonds. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

### **Ancillary Tax Matters**

Ownership of the Series 2026 Bonds may result in other federal tax consequences to certain taxpayers, including, without limitation, certain S corporations, foreign corporations with branches in the United States, property and casualty insurance companies, individuals receiving Social Security or Railroad Retirement benefits, and individuals seeking to claim the earned income credit and taxpayers (including banks, thrift institutions and other financial institutions) who may be deemed to have incurred or continued indebtedness to purchase or to carry the Series 2026 Bonds. Prospective investors are advised to consult their own tax advisors regarding these rules.

Interest paid on tax-exempt obligations such as the Series 2026 Bonds is subject to information reporting to the Internal Revenue Service (the “IRS”) in a manner similar to interest paid on taxable obligations. In addition, interest on the Series 2026 Bonds may be subject to backup withholding if such interest is paid to a registered owner that (a) fails to provide certain identifying information (such as the registered owner’s taxpayer identification number) in the manner required by the IRS, or (b) has been identified by the IRS as being subject to backup withholding.

Co-Bond Counsel is not rendering any opinion as to any Federal tax matters other than those described in its opinion attached as part of APPENDIX E. Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Series 2026 Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

### **Changes in Law and Post Issuance Events**

Legislative or administrative actions and court decisions, at either the federal or state level, could have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the Series 2026 Bonds for Federal or state income tax purposes, and thus on the value or marketability of the Series 2026 Bonds. This could result from changes to Federal or state income tax rates, changes in the structure of Federal or state income taxes (including replacement with another type of tax), repeal of the exclusion of the interest on the Series 2026 Bonds from gross income for Federal or state income tax purposes, or otherwise. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of

holders of the Series 2026 Bonds may occur. Prospective purchasers of the Series 2026 Bonds should consult their own tax advisors regarding the impact of any change in law on the Series 2026 Bonds.

Co-Bond Counsel have not undertaken to advise in the future whether any events after the date of issuance and delivery of the Series 2026 Bonds may affect the tax status of interest on the Series 2026 Bonds. Co-Bond Counsel express no opinion as to any Federal, state or local tax law consequences with respect to the Series 2026 Bonds, or the interest thereon, if any action is taken with respect to the Series 2026 Bonds or the proceeds thereof upon the advice or approval of other counsel.

## **RATING**

The Series 2026 Bonds have been assigned a rating of “A1” (positive outlook) by Moody’s. Such rating reflects only the view of such rating agency, and an explanation of the significance of such rating may be obtained from the rating agency furnishing the same. A securities rating is not a recommendation to buy, sell or hold securities. There is no assurance that a rating will continue for any given period of time or that a rating will not be revised or withdrawn entirely by such rating agency, if, in its judgment, circumstances so warrant at any time. Any downward revision or withdrawal of a rating could have an adverse effect on the market prices of the Series 2026 Bonds.

## **UNDERWRITING**

The Underwriters, for whom Wells Fargo Bank, National Association is acting as representative, have jointly and severally agreed, subject to certain conditions, to purchase from the Corporation \$\_\_\_\_\_ aggregate principal amount of the Series 2026A Bonds, as described on the inside cover pages of this Official Statement at an aggregate purchase price of \$\_\_\_\_\_ reflecting a principal amount of \$\_\_\_\_\_, plus a[n] [net] original issue [premium/discount] of \$\_\_\_\_\_ and less an underwriters’ discount of \$\_\_\_\_\_ and to reoffer such Series 2026A Bonds at the public offering prices or yields derived from such prices set forth on the inside cover pages hereof. Such Series 2026A Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2026A Bonds into investment trusts) at prices lower or yields higher than such public offering prices or yields and such prices or yields may be changed, from time to time, by the Underwriters. The Underwriters’ obligations are subject to certain conditions precedent, and they will be obligated to purchase all such Series 2026A Bonds if any such Series 2026A Bonds are purchased.

The Underwriters, for whom Wells Fargo Bank, National Association is acting as representative, have jointly and severally agreed, subject to certain conditions, to purchase from the Corporation \$\_\_\_\_\_ aggregate principal amount of the Series 2026B Bonds, as described on the inside cover pages of this Official Statement at an aggregate purchase price of \$\_\_\_\_\_ reflecting a principal amount of \$\_\_\_\_\_, plus a[n] [net] original issue [premium/discount] of \$\_\_\_\_\_ and less an underwriters’ discount of \$\_\_\_\_\_ and to reoffer such Series 2026B Bonds at the public offering prices or yields derived from such prices set forth on the inside cover pages hereof. Such Series 2026B Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2026B Bonds into investment trusts) at prices lower or yields higher than such public offering prices or yields and such prices or yields may be changed, from time to time, by the Underwriters. The Underwriters’ obligations are subject to certain conditions precedent, and they will be obligated to purchase all such Series 2026B Bonds if any such Series 2026B Bonds are purchased.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Finance Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

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

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Corporation. In addition, to the extent an Underwriter or an affiliate, as applicable, held any of the Refunded Bonds, it would receive a portion of the proceeds from the issuance of the Series 2026 Bonds contemplated herein in connection with the refunding of such Refunded Bonds.

In addition, certain of the Underwriters may have entered into distribution agreements with other broker-dealers (that have not been designated by the Corporation as Underwriters) for the distribution of the offered bonds at the original issue prices. Such agreements generally provide that the relevant Underwriter will share a portion of its underwriting compensation or selling concession with such broker-dealers.

### **FINANCIAL ADVISOR**

Public Resources Advisory Group, New York, New York, is serving as financial advisor (the “Financial Advisor”) in connection with the issuance of the Series 2026 Bonds. The Financial Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading, or distributing municipal securities or other public securities. The Financial Advisor is not obligated to undertake an independent verification of, or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

### **AGREEMENTS OF THE STATE**

Pursuant to the Act, the State has pledged to and agreed with the owners of the Series 2026 Bonds that the State will not limit or alter the rights thereby vested in the Corporation to fulfill the terms of any agreements made with the owners of the Series 2026 Bonds, or in any way impair the rights and remedies of such owners, until the obligations of the Series 2026 Bonds, together with the interest thereon, are fully met and discharged, provided that nothing in the Act, including the foregoing agreement, shall preclude such limitation or alteration if and when adequate provision shall be made by law for the protection of the owners of the Series 2026 Bonds.

Pursuant to the Act, nothing contained in the Senior Lien Resolution shall be deemed to restrict the right of the State to amend, modify, repeal or otherwise alter statutes imposing or relating to taxes or fees, assessments or appropriations relating thereto, including the Hotel Unit Fee. The exercise by the State of its right to amend, repeal, modify or otherwise alter any such tax, fee or appropriation shall not constitute a default or an Event of Default under the Senior Lien Resolution. By the terms of the Act, the State is not obligated to make any payments or impose any taxes to satisfy the obligations of the Corporation.

In accordance with the authority granted to SONYMA pursuant to the provisions of Sections 2411 and 2428-a(3) of the SONYMA Act, in the Senior Lien Credit Support Agreement, SONYMA, on behalf of the State, will pledge to and agree with the Corporation that the State will not limit or alter the rights vested by the SONYMA Act in SONYMA to fulfill the terms of the Senior Lien Credit Support Agreement, or in any way impair the rights and remedies of the Corporation thereunder.

In accordance with the authority granted to SONYMA pursuant to the provisions of Section 2411 of the SONYMA Act, SONYMA on behalf of the State has pledged to and agreed with the holders of mortgage pool insurance contracts issued by the MIF that the State will not limit or alter rights vested by the SONYMA Act in SONYMA to fulfill the terms of any agreements made with the holders of such contracts, or in any way impair the rights and remedies of such holders until such contracts, and all costs and expenses in connection with any action or proceedings by or on behalf of such holders, are fully met and discharged.

Under the Act, so long as any Bonds are Outstanding, the Corporation shall have no authority to file a voluntary petition under Chapter 9 of the Federal Bankruptcy Code or such corresponding chapter or sections as may, from time to time, be in effect, and neither any public officer nor any organization, entity or other person shall authorize the Corporation to be or become a Debtor under such Chapter 9 or any successor or corresponding chapter or sections during such period. In accordance with the Act as existing on the date of adoption of the Senior Lien Resolution, the Corporation, on behalf of the State, in the Senior Lien Resolution has covenanted with the Bondowners

that the State will not limit or alter the denial of authority under the preceding sentence during the period referred to in the preceding sentence.

## **LEGAL MATTERS**

The unqualified approving opinions as to the legality of the Series 2026 Bonds will be rendered by Nixon Peabody LLP and BurgherGray LLP, Co-Bond Counsel to the Corporation. The proposed forms of the opinions of Co-Bond Counsel to the Corporation with respect to the Series 2026A Bonds are attached as APPENDIX E-1 – PROPOSED FORM OF OPINIONS OF CO-BOND COUNSEL RELATED TO THE SERIES 2026A BONDS. The proposed forms of the opinions of Co-Bond Counsel to the Corporation with respect to the Series 2026B Bonds are attached as APPENDIX E-2 – PROPOSED FORM OF OPINIONS OF CO-BOND COUNSEL RELATED TO THE SERIES 2026B BONDS. Certain legal matters will be passed upon for the Corporation by Bryant Rabbino LLP, New York, New York. Certain legal matters will be passed upon for the Underwriters by their counsel, Katten Muchin Rosenman LLP, New York, New York.

## **LEGALITY FOR INVESTMENT**

The Act provides that the Series 2026 Bonds are securities in which all public officers and bodies of the State and all municipalities and political subdivisions, all insurance companies and associations and other persons carrying on an insurance business, all banks, bankers, trust companies, savings banks and savings associations, including savings and loan associations, building and loan associations, investment companies and other persons carrying on a banking business, all administrators, guardians, executors, trustees and other fiduciaries, and all other persons who are now or may hereafter be authorized to invest in bonds or other obligations of the State, may properly and legally invest funds, including capital, in their control or belonging to them. The Act further provides that the Series 2026 Bonds are also securities which may be deposited with and may be received by all public officers and bodies of the State and all municipalities, political subdivisions and public corporations for any purpose for which the deposit of bonds or other obligations of the State is now or may hereafter be authorized.

## **CONTINUING DISCLOSURE**

To assist the Underwriters in complying with Rule 15c2-12 promulgated by the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), the Corporation will enter into a continuing disclosure agreement with respect to the Series 2026 Bonds, substantially in the form attached as APPENDIX D to this Official Statement (the “Continuing Disclosure Agreement”), to provide or cause to be provided, in accordance with the requirements of Securities and Exchange Commission Rule 15c2-12, (i) certain annual financial information and operating data, (ii) timely notice of the occurrence of certain material events with respect to the Series 2026 Bonds and (iii) timely notice of a failure by the Corporation to provide the required annual financial information on or before the date specified in the Continuing Disclosure Agreement. The Underwriters’ obligation to purchase the Series 2026 Bonds shall be conditioned upon its receiving, at or prior to the delivery of the Series 2026 Bonds, an executed copy of the Continuing Disclosure Agreement.

To its knowledge, in the last five years the Corporation has not failed to comply in any material respect with its undertakings pursuant to a continuing disclosure agreement executed by the Corporation in connection with the sale of any other bonds. Certain prior annual reports of the Corporation and other required reports are available from the Electronic Municipal Market Access website (“EMMA”) of the Municipal Securities Rulemaking Board (the “MSRB”), or such other website as may be designated from time to time by the MSRB or the Securities and Exchange Commission.

## **OTHER PARTIES**

HVS Convention, Sports & Entertainment Facilities Consulting has been retained as an expert in the hospitality industry and in tax estimation analyses. The information contained under the captions “HOTEL UNIT FEE STUDY” and “BONDOWNERS’ RISK AND INVESTMENT CONSIDERATIONS,” and in “APPENDIX A—HOTEL UNIT FEE STUDY” hereto has been included in reliance on HVS as experts in such matters. The views expressed in the HVS Report are solely those of HVS. Neither the Corporation nor the Underwriters have any independent knowledge of any facts indicating that the information contained in APPENDIX A hereto is inaccurate in any material respect, but have not independently verified this information and cannot and do not warrant the

accuracy or completeness of this information. The HVS Report is set forth in its entirety in “APPENDIX A-HOTEL UNIT FEE STUDY.” The HVS Report should be read in its entirety.

### **VERIFICATION OF MATHEMATICAL COMPUTATIONS**

Robert Thomas CPA LLC, Certified Public Accountants, a firm of independent accountants (the “Verification Agent”), will deliver to the Corporation and the Underwriters on or before the date of delivery of each Series of the Series 2026 Bonds its verification report indicating that it has verified, in accordance with the standards established by the American Institute of Certified Public Accountants: (1) the mathematical accuracy of certain computations showing the sufficiency of the bond proceeds and other funds used to redeem the Series 2015 Refunded Bonds; (2) the mathematical accuracy of certain computations showing the adequacy of the cash and the maturing principal of and interest on the Defeasance Obligations deposited with the Escrow Agent to provide for the payment when due of the principal of and interest on the Series 2016A Refunded Bonds; and (3) the yields on the respective Series of the Series 2026 Bonds, the combined yields of the Series 2026 Bonds and the respective Defeasance Obligations. Such verification will be used by Co-Bond Counsel in their determination that the interest on the respective Series of the Series 2026 Bonds is not included in gross income for federal income tax purposes, as a condition to the delivery of the respective Series of the Series 2026 Bonds. The verification report will state that the Verification Agent has no obligation to update the report because of events occurring, or data or information coming to their attention, subsequent to the date of the report.

### **MISCELLANEOUS**

Any provisions of the constitution of the Corporation, of all general and special laws and of other documents set forth or referred to in this Official Statement are only summarized, and such summaries do not purport to be complete statements of any of such provisions. Only the actual text of such provisions can be relied upon for completeness and accuracy.

All estimates and assumptions in this Official Statement have been made on the best information available and are believed to be reliable, but no representations whatsoever are made that such estimates and assumptions are correct. So far as any statements in this Official Statement involve any matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations of fact. The various tables may not add due to rounding of figures.

The information, estimates and assumptions and expressions of opinion in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale made pursuant to this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the Corporation or its agencies, authorities or political subdivisions since the date of this Official Statement, except as expressly stated.

### **NEW YORK CONVENTION CENTER DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Authorized Officer

June \_\_, 2026

**HOTEL UNIT FEE STUDY**

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HOTEL UNIT FEE STUDY

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# New York Convention Center Development Corporation

NEW YORK, NEW YORK



**SUBMITTED TO:**

Mr. Matthew Bray  
New York Convention Center Development Corporation  
655 Third Avenue  
New York, New York 10017  
(212) 803-3520

**PREPARED BY:**

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May 07, 2026

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Mr. Matthew Bray  
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New York, New York 10017  
(212) 803-3520  
Matthew.Bray@esd.ny.gov

Re: Hotel Unit Fee Study, New York Convention Center  
Development Corporation

Dear Mr. Bray:

Pursuant to our engagement, HVS Convention, Sports & Entertainment Facilities Consulting ("HVS") has prepared a Hotel Unit Fee Study. The Study has projected the amount of Hotel Unit Fees that may be available to pay debt service on the Existing Bonds and Refunding Bonds used to fund improvements to the Jacob K. Javits Convention Center. The attached Study discusses our findings and explains the methods used to make the projections.

It has been a pleasure working with you. Please let us know if you have any questions.

Sincerely,  
HVS Convention, Sports & Entertainment  
Facilities Consulting

Thomas Hazinski, MMP  
Managing Director

Brian Harris  
Senior Director



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# 1. Executive Summary

New York Convention Center Development Corporation, a subsidiary of Empire State Development (“ESD”), has engaged HVS Convention, Sports & Entertainment Facilities Consulting (“HVS”) to prepare a Hotel Unit Fee Study (the “Study”). HVS estimated future revenue to be derived from the hotel unit fee (“Hotel Unit Fee” or “HUF”) imposed on certain hotel room rentals and short term rental units in all five boroughs of New York City (the “City”). The Hotel Unit Fee revenues will be pledged to support the 2026 bond issue (“Refunding Bonds”), which will refund a portion of the outstanding bonds used to finance a portion of the Jacob K. Javits Convention Center (the “Javits Center”) located in the City. The bonds would be issued by the New York Convention Center Development Corporation (the “Corporation”), a subsidiary of ESD and organized under the New York Business Corporation Law. The Hotel Unit Fee also supports the Corporation’s outstanding bonds related to the financing of the Javits Center (“the Existing Bonds”). This Study includes: 1) a market overview of the City, 2) a summary of the analysis of the City’s hotel market as it pertains to Hotel Unit Fee collections, 3) a summary of the history of Hotel Unit Fees and projections of Hotel Unit Fee tax liability, and 4) an estimate of Hotel Unit Fee revenue for the life of the Existing Bonds and the Refunding Bonds.

## Background

The Javits Center currently encompasses approximately 3.3 million square feet across a six-block campus in Manhattan, including more than 850,000 square feet of total exhibition space, among which more than 500,000 square feet is contiguous, as well as 102 flexible meeting rooms and a range of special event, support, service, and pre-function areas located on the superblock between West 34th and West 40th Streets from Eleventh to Twelfth Avenue.

Since its opening, the Javits Center has been the City’s primary venue for large conventions, exhibitions, and major trade shows. These events are key contributors to the City and State economy, stimulating direct and indirect employment, economic activity, and tax revenues, and supporting the City’s hotel, restaurant, tourism, and entertainment industries. The area around the Javits Center has experienced significant redevelopment in recent years, including the Hudson Yards redevelopment project, and continues to grow. The quality of the area around the Javits Center has improved over the last several years, with projects such as the Hudson Yards master-planned, mixed-use neighborhood and the Manhattan West mixed-use development, further enhancing this part of Midtown West.



Funded by a Hotel Unit Fee authorized by the New York State Legislature, and consistent with a 2009 General Project Plan for the Javits Center, a major renovation was completed in 2014 that included a new facade, new entrances, and a new green roof. The renovation enabled reduced energy use, an improved visitor experience, and other operational upgrades. Following the May 2021 completion of the \$1.5-billion renovation and expansion project, the Javits Center now encompasses a 3.3-million-square-foot campus of event-related spaces, including 10 exhibit halls, 106 meeting rooms, and a rooftop pavilion that accommodates up to 1,500 people.

## Methodology

Following is a summary of our approach to this Study.

**Review of Hotel Unit Fee Legislation and Procedures** – HVS reviewed authorizing legislation, tax policy statements, and filing forms. We gathered historical Hotel Unit Fee data from the New York State Department of Taxation and Finance and interviewed officials responsible for collecting and distributing the Hotel Unit Fee.

**Market Area Overview** – HVS compiled information on the City's economy and assessed factors that affect lodging supply and demand.

**Supply Analysis** – Our analysis includes a review of the number of available room nights from both hotels and STRs in the City. The analysis compares historical supply data from 1987 through the present. Historical trends informed our assumptions about the future growth potential for hotel supply in the City. We evaluated data for new hotel properties in the development pipeline. Projects currently under construction or in the planning stage are among the main sources of information for evaluating potential supply growth in 2026 through 2030. We adjusted our supply projections to account for planned projects that are unlikely to come to fruition, potential closings and conversions, and future projects. HVS relies on long-term historical trends to project future supply growth beyond 2030.

The City has used many hotels as part of its emergency shelter capacity, including during the recent influx of asylum seekers. As a result, a portion of hotel inventory was temporarily removed from the lodging market. While many such properties have returned to, or are expected to return to, traditional use, others may be converted or remain offline. The analysis, therefore, adjusts the percentage of these temporarily closed hotels that would return to the market for conversion to other uses or demolition.

**Demand Analysis** – An understanding of lodging demand generators, a review of historical occupancy levels, and estimates of supply growth provide the



foundation for room night demand projections. Year-to-date data from the first two months of 2026 guided our projections of near-term hotel demand in the City. Historical occupancy data guided our estimates for long-term demand.

**Analysis of Historical Hotel Unit Fee Revenues** – Using quarterly data provided by the New York State Department of Taxation and Finance (“Taxation and Finance”), HVS analyzed historical Hotel Unit Fee Liabilities and Distributions data. We presented Hotel Unit Fees on a Bond Year basis, which ends on November 15 of each year.

**Hotel Unit Fee Projections** – HVS projected the future stream of revenues from the Hotel Unit Fee by applying the fee amount to our projection of occupied room nights in future years, adjusting for estimated exempt room nights and Collection Charges.

HVS staff collected and analyzed all information contained in this Study. HVS sought out reliable sources, and HVS deemed information obtained from third parties to be accurate.

## Definitions

This Study uses the following defined terms:

“Administrative Charges” means the administrative charges imposed by the State for the collection of the Hotel Unit Fee.

“ADR” means the average daily room rate.

“Boatels” means lodging accommodations on boats or vessels.

“Bond Year” means twelve months commencing on the 16<sup>th</sup> day of November in any calendar year and ending on the 15<sup>th</sup> day of November in the immediately succeeding calendar year.

“City” or “New York City” means the City of New York, State of New York.

“City Council” means the New York City Council.

“CAGR” means compound annual growth rate, the annualized rate of return that represents the constant rate at which a value would have grown from its beginning level to its ending level over a specified period, assuming the growth occurred evenly each year.



“Collection” means when Taxation and Finance collect the Hotel Unit Fee from hotels and STRs.

“Corporation” or “ESD” means the New York State Urban Development Corporation, doing business as Empire State Development.

“Distribution” means the payment of Hotel Unit Fee to the Corporation by Taxation and Finance.

“Existing Bonds” means the Corporation’s (i) Revenue Refunding Bonds (Hotel Unit Fee Secured) Series 2015, (ii) Senior Lien Revenue Bonds (Hotel Unit Fee Secured) Series 2016A, and (iii) Subordinate Lien Revenue Bonds (Hotel Unit Fee Secured) Series 2016B.

“Hotel Unit Fee” or “HUF” means the \$1.50-per-night Hotel Unit Fee charged by the State that applies to hotel and STRs occupancies in New York City.

“HVS” means HVS Convention, Sports & Entertainment Facilities Consulting.

“Local Law 97” means the building-emissions law adopted in 2019 as part of the City’s Climate Mobilization Act.

“Hotel Text Amendment” means the Citywide Hotels Text Amendment, adopted by the City Council in 2021, which generally requires a City Planning Commission special permit for new hotels, motels, tourist cabins, and boatels in zoning districts where many such uses had previously been allowed as-of-right.

“Javits Center” means the Jacob K. Javits Convention Center in the City.

“Liabilities” means when the hotels or STRs collect the Hotel Unit Fee from guests.

“Local Law 18” means the Short-Term Rental Registration Law, which was adopted on January 9, 2022, requiring all short-term-rental hosts to register with the New York City Mayor’s Office of Special Enforcement.

“MSA” means the New York-Northern New Jersey-Long Island, NY-NJ-PA Metropolitan Statistical Area.

“OSE” means the New York City Office of Special Enforcement.

“RevPAR” means the revenue per available room, a combined measure of market performance, calculated by multiplying the occupancy rate by the ADR.



“Refunding Bonds” means the Corporation’s Senior Lien Revenue Refunding Bonds (Hotel Unit Fee Secured) Series 2026A and Series 2026B.

“Safe Hotel Act” means Local Law 104 of 2024, which took effect on May 3, 2025.

“ST-331” means the Tax Bulletin issued by Taxation and Finance on July 30, 2025, which explains the sales tax treatment of hotel and short-term rental unit occupancy in New York.

“State” means the State of New York.

“STRs” means Short-Term Rentals.

“Study” means the Hotel Unit Fee study prepared by HVS.

“Taxation and Finance” means the New York State Department of Taxation and Finance.

## Market Overview

The City’s economy experienced a significant contraction during the COVID-19 pandemic but has been in a sustained recovery. Per-capita income and sales are expected to continue rising over the next five years. The City is the business capital of the United States. Improving office space availability and occupancy trends indicate the market’s confidence in the continued recovery. Following its expansion, the Javits Center has seen increased event activity, with total attendance surpassing pre-recession levels. Visitation to the City has been rising steadily since 2009, other than during the COVID-19 pandemic, and the expansion of JFK and LaGuardia airports has facilitated a greater influx of business and leisure visitors. Based on these factors, the current economic outlook is favorable for continued growth in the lodging market.

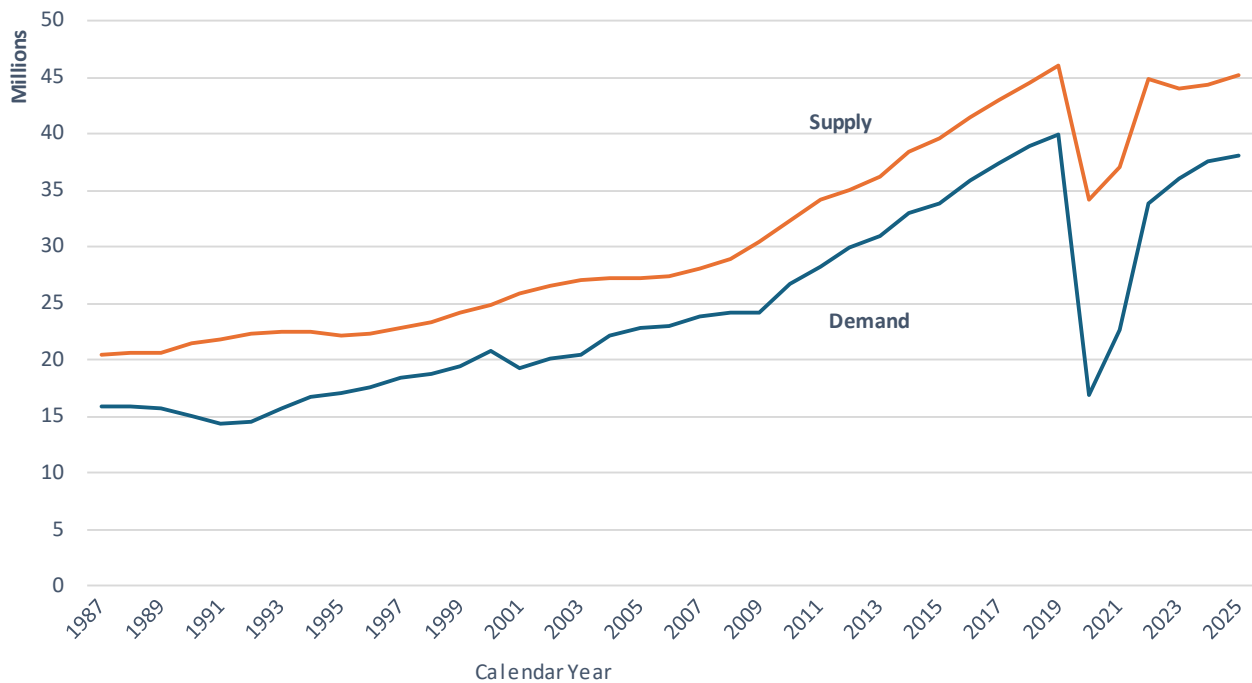
The New York City Council (the “City Council”) has enacted legislation affecting the lodging industry over the last several years. Local Law 97, passed in 2019, the Citywide Hotels Text Amendment, passed in 2021, and the New York City Safe Hotels Act, passed in 2025, reflect a broader shift toward increased regulatory oversight of hotel development and operations. Local Law 97 increases the cost and complexity of hotel ownership by requiring capital investments in energy-efficiency improvements and emissions reductions. The Citywide Hotels Text Amendment slows the pace of development by requiring new hotel projects to undergo land-use review by the City Planning Commission. The Safe Hotels Act increases operating and labor costs through stricter staffing, licensing, and safety requirements. Collectively, these legislative changes introduce additional financial, regulatory, and timing constraints that may hinder new development and investment decisions while advancing the City’s climate, land use, and safety objectives.



**Historical Hotel Market Performance**

The figure below illustrates historical trends in the growth of available and occupied room nights in the City’s hotel market.

**FIGURE 1-1  
HISTORIC NEW YORK CITY HOTEL ROOM SUPPLY AND DEMAND**



Source: CoStar as adjusted by HVS to remove Composite Property

From 1987 to 2007, hotel room supply growth in the City was limited by high land and construction costs. The growth in available room nights was slow and did not keep pace with demand growth. From 2007 until the onset of the COVID-19 pandemic in 2020, high occupancy, strong room rates, and favorable financing conditions enabled rapid annual increases in room supply.

Hotel room demand has varied with economic cycles, but during the recovery from the Great Recession (2007-2009), demand growth kept pace with room supply until the COVID-19 pandemic in 2020. The growth in room supply and the strong recovery in demand after the COVID-19 pandemic have resulted in occupancy rates reaching approximately 84.5% in 2025.

This pattern of growth is not sustainable in the long run. Over the next five years, we expect an increase in supply of over 17,000 rooms, driven by new construction and the



return to the market of approximately 50% of the 11,200 hotel rooms temporarily closed in February 2026. Room night demand is unlikely to keep pace, and we expect occupancy rates to decline to 80% by 2030.

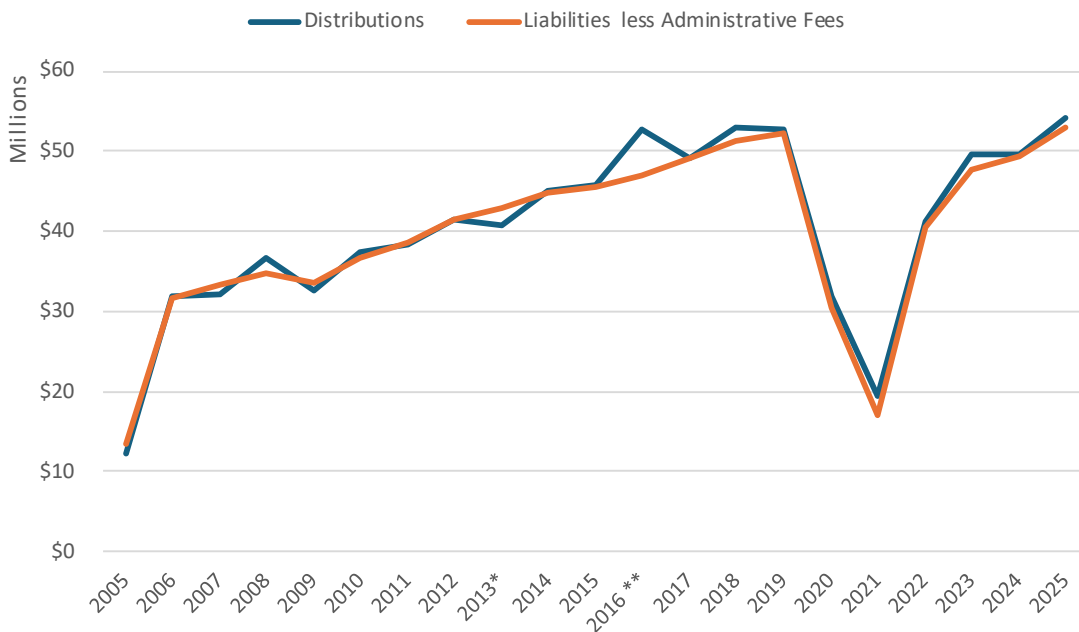
**Short-Term Rentals**

Since 2023, the City has required STRs to register and meet certain requirements. As of January 2026, approximately 3,300 units have been registered. STRs are subject to the Hotel Unit Fee.

**Historical Hotel Unit Fee Liability and Distribution**

Revenues generated from the \$1.50 per room night Hotel Unit Fee depend entirely on the number of taxable occupied room nights in the market. The New York State Department of Taxation and Finance (“Taxation and Finance”) provided historical data on taxpayer Liability for and Distribution of the Hotel Unit Fees. Comparing this data with industry data on occupied room nights, we determined that, historically, over 90% of all occupied room nights are taxable. The figure below shows the history of Hotel Unit Fee revenues, both on a Liability and a Distribution basis, for debt service.

**FIGURE 1-2  
HOTEL UNIT FEELIABILITY AND DISTRIBUTION AVAILABLE FOR DEBT SERVICE (2006 – 2025)**



\* Electronic Payments Initiated

\*\* Monthly payments to CCDC from the State started in August 2016

Sources: HVS; Taxation and Finance



Hotel Unit Fee Liability for the payment of Hotel Unit Fee from hotels and STRs in the City has grown from \$31.7 in 2006 to \$53.0 in 2025, a compound average annual growth “CAGR” of 2.7%. Liability was provided quarterly and covers the period from September of the prior year through August of the year shown in the figure above. Taxation and Finance needs two months to collect and distribute the Hotel Unit Fee revenues to the Corporation for bond payments, after payment of Administrative Charges.

Hotel Unit Fee Distribution available for the payment of debt service on a Bond Year basis has grown from \$31.9 million in 2006 to \$54.2 million in 2025, a CAGR of 2.8%. The decline in Hotel Unit Fee revenues in 2013 was partly related to the movement from paper to electronic Collection. The decline in 2020 and 2021 was due to the COVID-19 pandemic. Distributions to the Corporation from Taxation and Finance include any late payments or penalties. Due to uncertainty about the amount of late payments and penalties in any given year, Liabilities were used as the historical basis for forecasting Hotel Unit Fee revenues.

### **Forecast of Hotel Unit Fee Revenue**

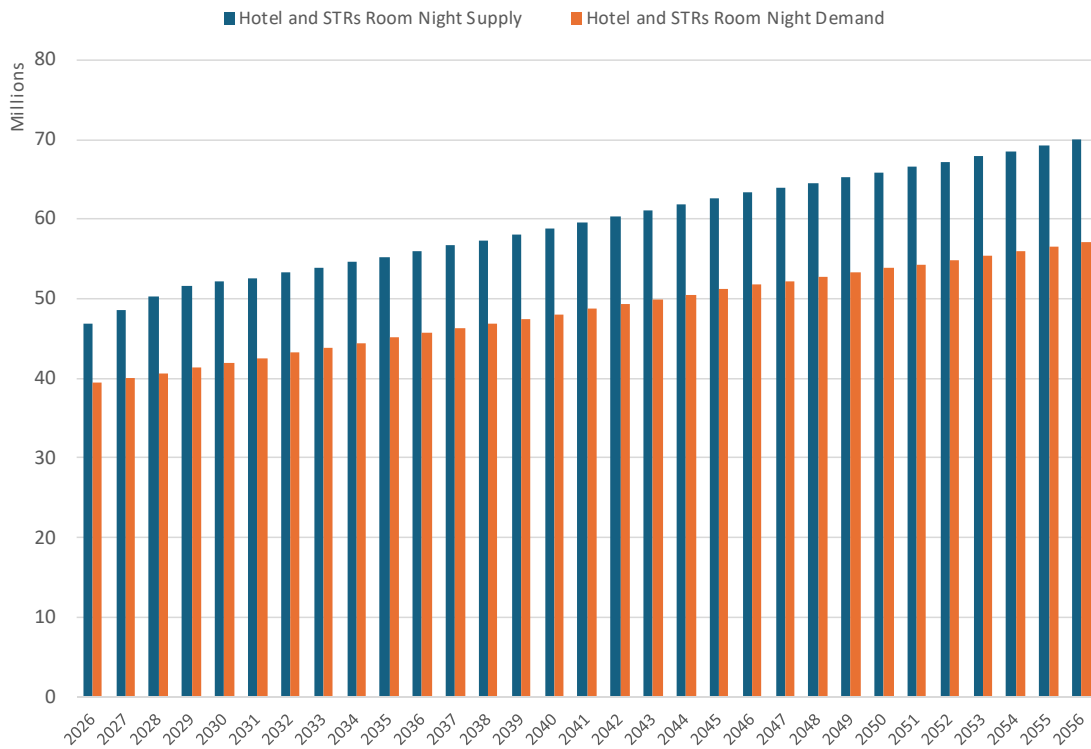
We project Hotel Unit Fee revenue based on historical room-night demand, supply, and Hotel Unit Fee Liability, along with forecasts of hotel & STRs' room-night supply and demand.

We forecast that hotel room night supply will increase at an accelerated pace through 2031, driven by new market entrants and the reopening of temporarily closed properties, after which growth is expected to moderate to a Compound Annual Growth Rate (“CAGR”) of 1.25% until 2046, when we lower the growth rate for construction of hotel rooms to 1.00%. Due to the large number of potential units, we grew the supply of STRs at the same rate as the forecast demand growth. Our long-term supply forecast beyond 2030 reflects the impact of legislation affecting both the STR markets, including Local Law 97, the Hotel Text Amendment, the Safe Hotels Act, and Local Law 18, as discussed in Chapter 3.



We forecast that occupied room nights and occupied STRs will increase at a CAGR of 1.50% over the next 10 years, driven by growth in room-night supply as occupancy reaches approximately 81%. Thereafter, demand growth is projected to moderate, consistent with recent levels and reflecting alignment with forecasted supply growth. Beginning in 2036, both supply and demand are expected to grow at a CAGR of 1.25% through 2045, after which the growth rate is lowered to 1.00%, reflecting anticipated constraints on future supply expansion. The figure below presents projections of available and occupied room nights by Bond Year.

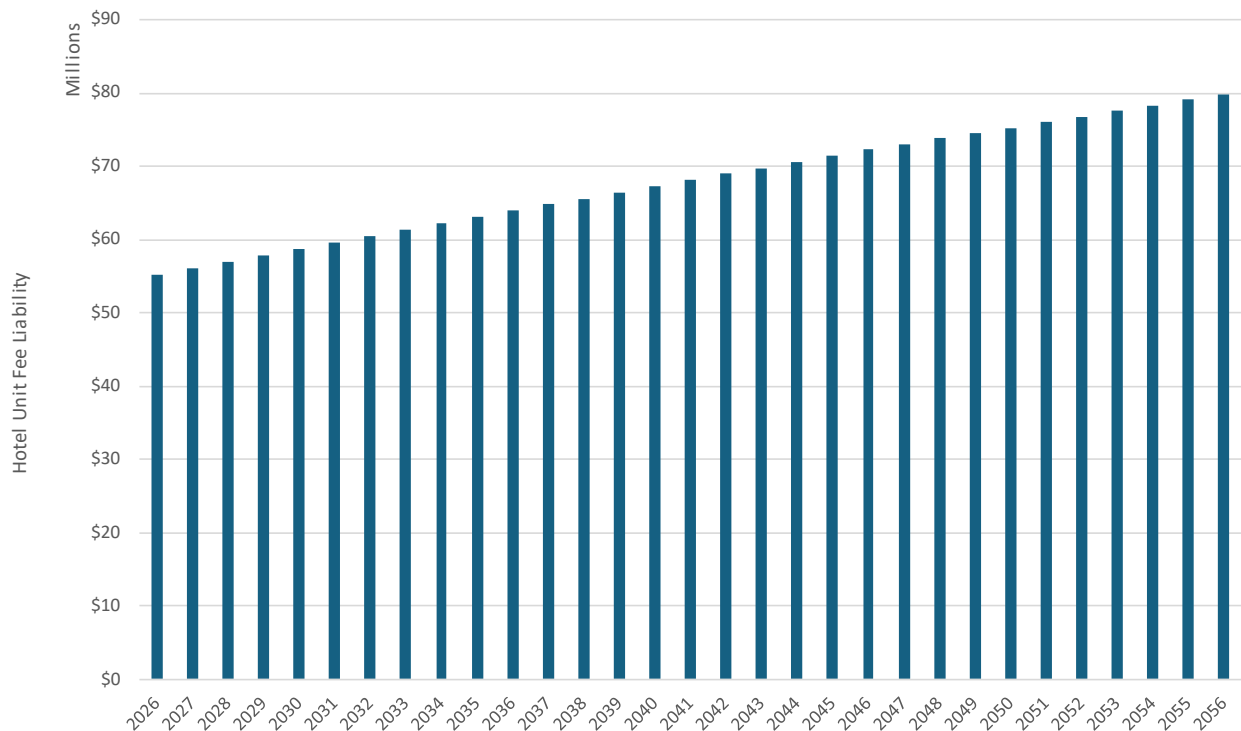
**FIGURE 1-3**  
**PROJECTED HOTEL AND STRS ROOM NIGHT SUPPLY AND DEMAND**





Based on the forecast of demand presented in the figure above and adjusting for the percentage of demand subject to the Hotel Unit Fee and Administrative Charges, the forecast for Hotel Unit Fee revenues to the Corporation is shown in the figure below.

**FIGURE 1-4**  
**BOND YEAR FORECAST FOR THE HOTEL UNIT FEE LIABILITY LESS ADMINISTRATIVE CHARGES**



HVS forecasts that Hotel Unit Fee revenue available for debt service will increase from \$55.2 million in 2026 to \$79.9 million in 2056.

These Hotel Unit Fee Revenue estimates show smooth growth over the life of the projections. Historical events demonstrate that unpredictable economic cycles, geopolitical events, and other exogenous factors will cause actual revenues to differ from these projections in any given Bond Year. The projections should be viewed as the mid-point of a range of possible outcomes over a multi-year period rather than relying on projections for any one year.



## 2. Market Overview

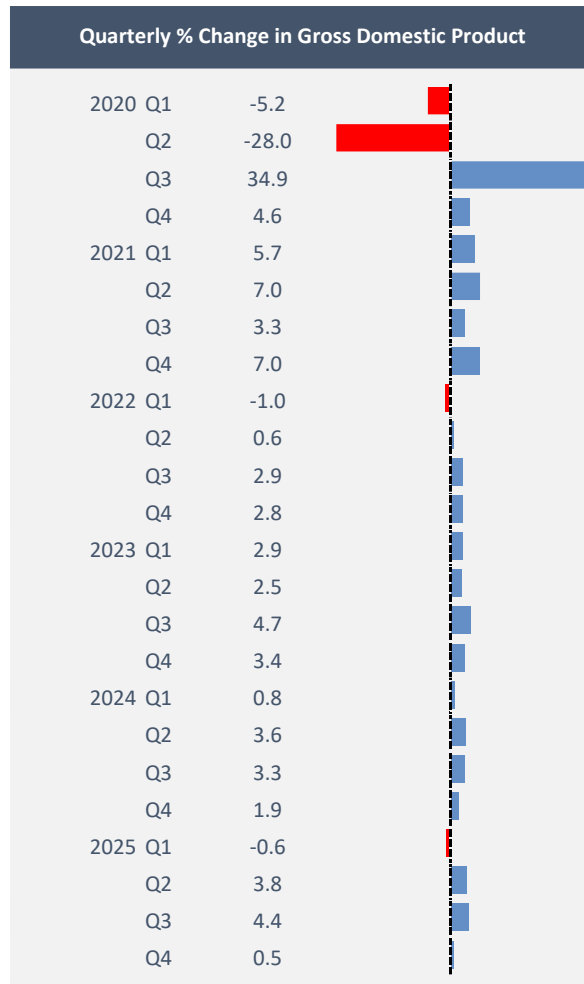
HVS examined economic and demographic factors that affect lodging demand in the New York City market, including population, income, employment, retail sales, business presence, major tourism attractions, transportation access, and Javits Center activity. We relied on third-party data sources for historical trends and forecasts of the local economy's rate of growth or decline. This market overview provides a framework for projections of lodging demand and revenue growth in the local market.

### National Economic Trends

Our analysis of this market's outlook considers the broader national economic context. The U.S. economy has experienced economic expansion over the last three quarters, with the most recent peak at 4.4% growth in the third quarter of 2025. In the last quarter of 2025, growth waned to 0.5%. In recent months, personal consumption expenditures (PCE) and nonresidential investment have increased. PCE was up 1.9%, and nonresidential investment was up 2.4% in the last quarter of 2025. The figure below shows the historical changes in GDP.



**FIGURE 2-1  
UNITED STATES GDP GROWTH RATES**



Source: U.S. Bureau of Labor Statistics

In the fourth quarter of 2025, both imports and exports declined, and residential investment also fell. Despite short-term softness, U.S. economic growth following the post-COVID recovery provides a supportive environment for the expansion of lodging demand.

**New York City  
Overview**

New York City is a leading global commercial and cultural center, and with more than eight million residents, is one of the most populous cities in the world. Renowned for its attractions, entertainment, restaurants, and retail outlets, the City is one of the most popular tourist destinations in the country. Major iconic institutions, such as the United



Nations, the Statue of Liberty, the Empire State Building, and the Broadway district, generate significant and sustained appeal for international and domestic visitors. Lincoln Center (the home of the Metropolitan Opera, the New York Philharmonic, the New York City Ballet and Opera, and the Juilliard School) is among the world's most important centers for the performing arts. The Metropolitan Museum of Art, the Museum of Modern Art, the American Museum of Natural History, and a number of the City's other museums and galleries are internationally respected and contribute to year-round cultural tourism.

The City is the nation's financial and business capital. Manhattan is home to Wall Street, and its central business district contains the greatest concentration of commercial activity in the United States. The City is the home of the NASDAQ, NYSE American (formerly the American Stock Exchange or "AMEX"), and the New York Stock Exchange (NYSE), as well as most of the nation's investment banking and securities brokerage firms, and many of the largest commercial banking institutions. In addition to financial institutions, the City is a major center for a variety of industries, such as fashion, textiles and garments, advertising, publishing and communications, jewelry, design, and technology.

The Borough of Manhattan is the City's central political, financial, and cultural core and the region's economic growth engine. The City's other four boroughs are the Bronx, Brooklyn, Queens, and Staten Island. All five boroughs are well connected by an extensive mass transit system and infrastructure network.

## NEW YORK CITY

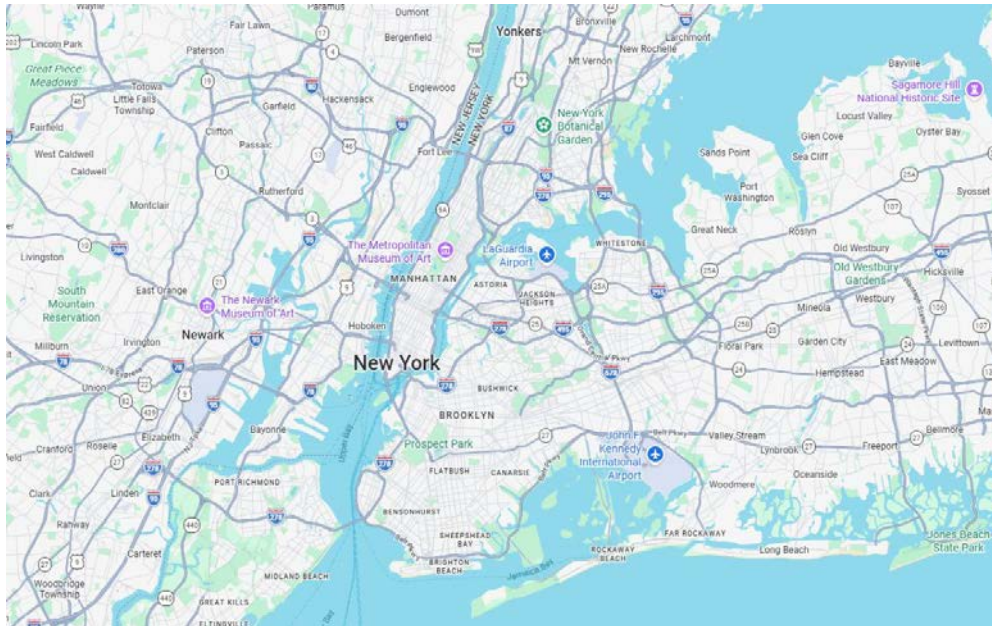


### Access and Visibility

Regional access is excellent due to a well-developed interstate roadway system in and around the New York City area. Interstate 80, one of the country's major transcontinental highways, provides access to Manhattan from regions located west of the New York City area. Interstate 95 supports travel to and from the regions located north and south of the City. Traversing the eastern seaboard of the United States, this interstate highway originates in Maine and passes through the northern section of the City before continuing south to its terminus in Florida.



### MAP OF REGIONAL ACCESS ROUTES



Although regional access to the New York City area is favorable, traffic within the city can be cumbersome and time-consuming due to the City’s five boroughs' layout and the high volume of traffic. At the core of the City is Manhattan, which is an island surrounded by New Jersey to the west across the Hudson River, Staten Island to the southwest across the Upper New York Bay, Brooklyn, and Queens to the east across the East River, and the Bronx to the north across the Harlem River. Although bridges and tunnels provide access to Manhattan, the tremendous volume of traffic entering and exiting the City often renders these vehicular facilities inadequate.

Traffic congestion in and around Midtown has historically been problematic, especially during rush hour. In January of 2025, the City implemented a Congestion Relief Zone, which charges most motorists \$9 to drive into Manhattan south of 60th Street during peak hours. State government officials cited an 11% reduction in the number of vehicles entering the zone.

Throughout New York City, an extensive public transportation system offers alternatives, including the City’s subway and bus systems, the PATH, the Long Island Rail Road, the Metro-North Commuter Railroad, and the New Jersey Transit systems.

#### **New York City – Economic Profile**

The City is an international center of business and commerce. The City’s diverse economic base minimizes the impact of cyclical economic downturns in any sector.



The City houses the headquarters of several of the nation’s major commercial and investment banks. Numerous foreign banks and their subsidiaries, international advertising firms, communications and entertainment giants, and publishing conglomerates have a major presence in the City. Prominent financial firms such as J.P. Morgan, Citigroup, Goldman Sachs, and Morgan Stanley are headquartered in the City, and almost every major foreign financial institution, including UBS, HSBC, Barclays, Nomura Securities, and Deutsche Bank, maintains a significant presence in Manhattan. The City is also a hub for the insurance, accounting, and legal industries. All of the “Big Four” accounting firms maintain their primary U.S. operations in the City, and many of the nation’s top law firms are headquartered in Manhattan.

The City is home to Broadway, Lincoln Center, Carnegie Hall, Radio City Music Hall, and a variety of live performance theaters. Major TV networks, such as ABC, NBC, and CBS, are headquartered in the City, as well as global entertainment giants including Sony and Paramount Global. Major music recording companies have their headquarters in the City, including Sony Music Group and Warner Music Group. The City is also home to numerous publishing companies. The City is home to the headquarters of major book, magazine, and newspaper publishing companies, including Random House, Knopf, Simon & Schuster, Condé Nast, Dow Jones, and The New York Times Company.

The City is a global center for advertising and public relations, serving as a headquarters and major hub for leading agencies, such as WPP, Omnicom, Publicis Groupe, and Interpublic Group.

The City’s economy benefits greatly from the breadth of its corporate headquarters and related services industry. The City has served as the nation’s foremost commercial center due to the synergy created by a large concentration of corporations and service firms that complement primary goods producers.

### **Economic and Demographic Review**

HVS used the *Complete Economic and Demographic Data Source* published by Woods & Poole Economics, Inc. (“Woods & Poole”), a well-regarded forecasting service based in Washington, D.C., as a source of economic and demographic data. Using a database containing more than 900 variables for each county in the nation, Woods & Poole employs a sophisticated regional model to forecast economic and demographic trends. Historical statistics use census data and information published by the Bureau of Economic Analysis. Woods & Poole formulated the projections, and all dollar amounts have been adjusted for inflation to reflect real change. The following figure summarizes these data.



**FIGURE 2-2  
ECONOMIC AND DEMOGRAPHIC DATA SUMMARY**

Economic Indicator/Area	Beginning Amount (2010)	2010	2020	2025	2030	Ending Amount (2030)	Estimated Annual Compound Change 2025 to 2030
<b>Resident Population (millions)</b>							
New York City	8.20					8.45	0.3%
New York-Newark-Jersey City, NY-NJ MSA	18.89					19.89	0.3%
New York-Newark, NY-NJ-CT-PA CSA	22.3					23.5	0.3%
State of New York	19.42					19.85	0.2%
United States	309.38					350.79	0.7%
<b>Per-Capita Personal Income* (thousands)</b>							
New York City	\$56.26					\$85.5	2.0%
New York-Newark-Jersey City, NY-NJ MSA	\$59.79					\$86.1	1.7%
New York-Newark, NY-NJ-CT-PA CSA	\$60.70					\$85.4	1.7%
State of New York	\$53.67					\$77.5	1.8%
United States	\$44.81					\$64.7	1.5%
<b>Food and Beverage Sales* (billions)</b>							
New York City	\$17.63					\$31.57	1.4%
New York-Newark-Jersey City, NY-NJ MSA	\$35.20					\$61.72	1.9%
New York-Newark, NY-NJ-CT-PA CSA	\$40.64					\$70.55	1.9%
State of New York	\$34.72					\$60.83	1.9%
United States	\$502.83					\$903.63	2.5%
<b>Total Retail Sales* (billions)</b>							
New York City	\$104.73					\$174.37	1.3%
New York-Newark-Jersey City, NY-NJ MSA	\$288.26					\$445.57	1.4%
New York-Newark, NY-NJ-CT-PA CSA	\$343.53					\$526.43	1.4%
State of New York	\$279.75					\$423.20	1.3%
United States	\$4,638.71					\$7,582.40	1.8%

\* Inflation Adjusted

Source: Woods and Poole Economics, Inc.

**Workforce  
Characteristics**

The characteristics of an area's workforce indicate the type and volume of transient visitation that local businesses are likely to generate. Sectors such as finance, insurance, and real estate (FIRE), wholesale trade, and services produce a considerable number of visitors who are not particularly rate-sensitive. The government sector often generates transient room nights, but per-diem reimbursement allowances often limit the selection of accommodations to budget and mid-priced lodging facilities. Contributions from manufacturing, construction, transportation, communications, and public utilities (TCPU) employers can also be important, depending on the company type.



The following figure shows the estimated change in employment in the top ten sectors in the City workforce distribution by business sector.

**FIGURE 2-3**  
**TOP TEN EMPLOYMENT SECTORS IN THE CITY**

Sector/Geographic Area Employment	Beginning Amount (thousands)	2010	2020	2025	2030	Ending Amount (thousands)	Estimated Annual Compound Change from 2025 to 2030
<b>New York City</b>							
Health Care And Social Assistance	704.7					1,106.6	1.6%
Finance And Insurance	446.9					741.3	1.5%
Professional And Technical Services	447.6					716.3	1.8%
Real Estate And Rental And Lease	279.8					594.4	2.7%
State And Local Government	503.7					543.4	0.5%
Accommodation And Food Services	282.1					429.8	1.9%
Transportation And Warehousing	168.3					429.0	3.7%
Retail Trade	354.3					395.6	0.9%
Administrative And Waste Services	245.1					374.9	2.5%
Other Services, Except Public Administration	293.0					353.9	1.2%
Other	1,120.4					1,414.1	1.1%
<b>Total New York City</b>	<b>4,845.7</b>					<b>7,099.2</b>	<b>1.6%</b>
<b>MSA</b>	<b>10,906.9</b>					<b>15,088.0</b>	<b>1.4%</b>
<b>U.S.</b>	<b>172,902</b>					<b>235,603</b>	<b>1.2%</b>

Source: Woods and Poole Economics, Inc.

Growth in tourism visitation should drive increased demand for accommodation and food services, as well as retail sales. The finance, insurance, retail, and information sectors of the economy should continue to expand.

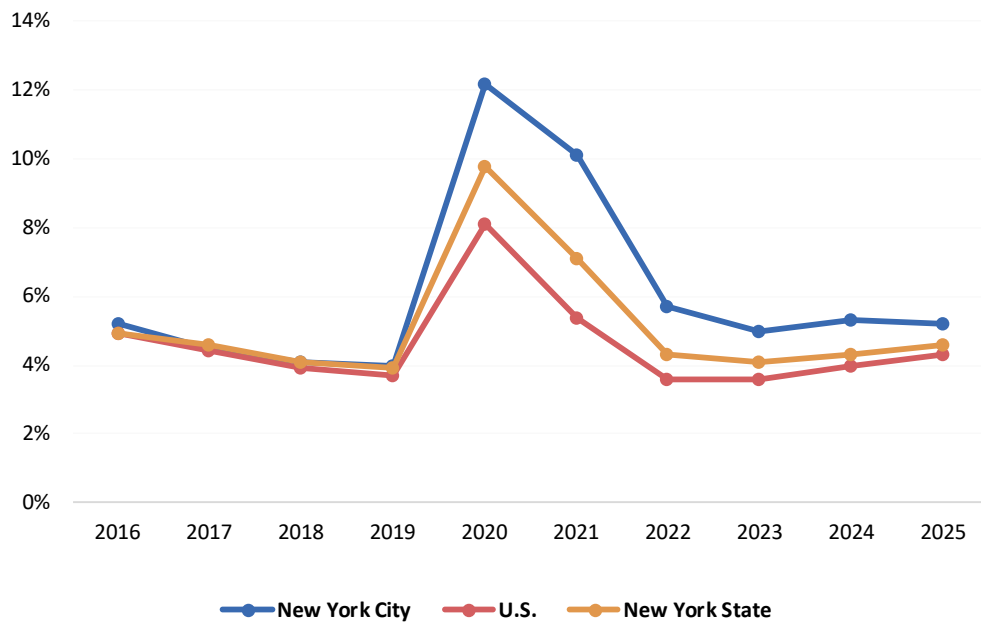
Woods & Poole reports that total employment in the City grew at an average annual rate of 1.5% from 2010 to 2020. This trend exceeded the MSA's growth rate and outpaced the national average.



### Unemployment Statistics

The following figure presents historical unemployment rates for the City.

**FIGURE 2-4  
UNEMPLOYMENT STATISTICS**



Source: U.S. Bureau of Labor Statistics

The U.S. unemployment rate declined from 5.3% to 3.7% over the period from 2015 to 2019. The COVID-19 pandemic led to heightened unemployment rates, peaking at 8.1% in 2020. The City experienced more severe labor-market impacts from the pandemic than the national average, with unemployment rates reaching 12.2% in 2020 and 10.1% in 2021. The national, City, and State unemployment rates decreased from 2020 through 2023 during the recovery from COVID-19.

The City's unemployment rate increased slightly in 2024 and then declined modestly in 2025. Unemployment grew to 5.5% in January 2026, as compared to 4.8% in January 2025. The New York City area offers a diverse labor force, and economic development officials remain optimistic, particularly regarding corporate employment in the private sector.



**Major Business and Industry**

The following figure shows the top ten nonpublic employers in the New York City area.

**FIGURE 2-5  
MAJOR NONPUBLIC NEW YORK AREA EMPLOYERS**

Company	Employee Count
Northwell Health	88,463
New York-Presbyterian Hospital	51,841
NYU Langone Health	48,701
JP Morgan Chase & Co.	46,500
Mount Sinai Health System	41,455
Montefiore Health System	31,414
New York University	27,763
Bank of America	24,000
Morgan Stanley	21,000
Memorial Sloan-Kettering Cancer Center	20,777

Source: Crain's New York 2025

The figure below lists the top twenty Fortune 500 companies with offices located in the City.

**FIGURE 2-6  
TOP 20 FORTUNE 500 U.S. COMPANIES IN THE CITY**

NYC Rank	US Rank	Company	Revenue (Billions)	Employees (Worldwide)	Industry Group
1	22	JPMorgan Chase & Co.	\$167.2	317,233	Commercial Banks
2	27	Verizon Communications	137.5	99,600	Telecommunications
3	30	StoneX Group Inc.	130.9	4,500	Diversified Financials
4	56	Citigroup Inc.	75.4	227,855	Commercial Banks
5	59	MetLife, Inc.	71.9	45,000	Insurance
6	60	Morgan Stanley	68.5	80,478	Commercial Banks
7	63	American Express Company	65.3	75,100	Diversified Financials
8	67	Pfizer Inc.	62.8	81,000	Pharmaceuticals
9	68	New York Life Insurance Company	62.8	15,131	Insurance
10	82	Goldman Sachs Group, Inc.	57.3	46,500	Commercial Banks
11	94	The Travelers Companies, Inc.	48.4	34,000	Insurance
12	97	TIAA	46.9	15,623	Insurance
13	120	Warner Bros. Discovery, Inc.	37.9	35,000	Entertainment
14	151	Paramount Global	28.7	20,350	Entertainment
15	158	Apollo Global Management, Inc.	27.2	5,108	Securities
16	160	American International Group, Inc.	27.1	22,200	Insurance
17	163	Marsh & McLennan Companies, Inc.	26.5	90,000	Diversified Financials
18	189	BlackRock, Inc.	22.9	21,100	Securities
19	190	Macy's, Inc.	22.7	94,189	General Merchandisers
20	195	KKR & Co. Inc.	22.3	4,834	Securities

Source: Fortune 500 Full List (2026)



Several New York City-based companies rank as top revenue-generating firms nationally and employ hundreds of thousands of workers worldwide, reflecting the City’s global corporate presence.

**Office Market Trends**

Firms occupying office space tend to attract commercial visitors, making them reliable indicators of lodging demand. Changes in vacancy rates or occupied office space may affect commercial lodging demand and meeting demand. The following figure shows historical and projected office space statistics in the Manhattan area.

**FIGURE 2-7  
OFFICE SPACE STATISTICS AND PROJECTIONS – MANHATTAN MARKET**

Year	Total Office Space Inventory	% Change	Occupied Office Space	% Change	Vacancy Rate	Asking Lease Rate	% Change
2015	550,539,992	—	506,557,098	—	8.0 %	\$73.03	—
2016	551,366,791	0.2 %	505,211,846	(0.3) %	8.4	\$73.69	0.9 %
2017	550,762,679	(0.1)	505,463,050	0.0	8.2	\$74.92	1.7
2018	552,510,455	0.3	509,743,895	0.8	7.7	\$75.15	0.3
2019	558,893,628	1.2	514,754,954	1.0	7.9	\$76.91	2.3
2020	560,401,258	0.3	505,938,761	(1.7)	9.7	\$73.24	(4.8)
2021	559,738,457	(0.1)	488,959,353	(3.4)	12.6	\$72.35	(1.2)
2022	566,747,477	1.3	487,421,995	(0.3)	14.0	\$73.97	2.2
2023	567,159,930	0.1	480,921,859	(1.3)	15.2	\$74.17	0.3
2024	566,364,634	(0.1)	483,138,812	0.5	14.7	\$75.93	2.4
2025	564,712,975	(0.3)	487,491,748	0.9	13.7	\$76.93	1.3
<b>Forecasts</b>							
2026	563,634,520	(0.2) %	492,021,185	0.9 %	12.7 %	\$77.51	0.8 %
2027	560,626,282	(0.5)	491,572,846	(0.1)	12.3	\$77.99	0.6
2028	560,063,559	(0.1)	491,802,859	0.0	12.2	\$78.49	0.6
2029	558,306,858	(0.3)	490,764,941	(0.2)	12.1	\$79.12	0.8
2030	555,849,523	(0.4)	488,932,040	(0.4)	12.0	\$79.84	0.9
<b>Average Annual Compound Change</b>							
2015-2025		0.3 %		(0.4) %			0.5 %
2015-2020		0.4		(0.02)			0.06
2020-2025		0.2		(0.7)			1.0
Forecast 2026 - 2030		(0.3) %		(0.1) %			0.6 %

Source: CoStar

Data from CoStar, an independent research firm that compiles and publishes data on the lodging industry, shows a consistent decline in total office space inventory and vacancy.



The following figure illustrates office market statistics in the first quarter of 2026 for seven Manhattan submarkets.

**FIGURE 2-8**  
**OFFICE MARKET STATISTICS FOR INDIVIDUAL MANHATTAN SUBMARKETS**

Submarket	Inventory		Occupied Office Space	Vacancy Rate	Average Asking Lease Rate
	Buildings	Square Feet			
Plaza District	413	92,537,661	81,525,700	11.9 %	\$100.82
Penn Plaza/Garment *	425	87,521,296	76,318,600	12.8	\$77.19
Grand Central	163	55,955,969	48,178,100	13.9	\$83.72
Times Square	147	48,216,591	41,852,000	13.2	\$85.05
Chelsea	506	44,976,598	37,960,200	15.6	\$66.85
Columbus Circle	103	32,264,300	27,811,800	13.8	\$86.15
Financial District	68	36,341,690	29,037,000	20.1	\$54.68
<b>Totals and Averages</b>	<b>1,825</b>	<b>397,814,105</b>	<b>342,683,400</b>	<b>13.9 %</b>	<b>\$82.06</b>

\* Includes Hudson Yard development

Source: CoStar

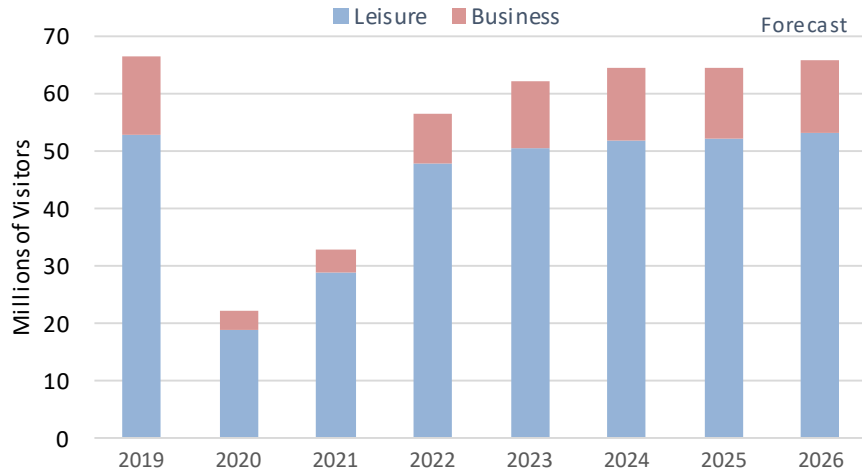
The various Manhattan submarkets exhibit variability in the number of office buildings, vacancy rates, and lease rates.

**Visitor Statistics**

The City serves as a major visitor destination for businesses and leisure travel. The following figure shows the breakdown of visitors by type since 2019 and the forecast in 2026 in the City.



**FIGURE 2-9  
CITY VISITORS BY TYPE**

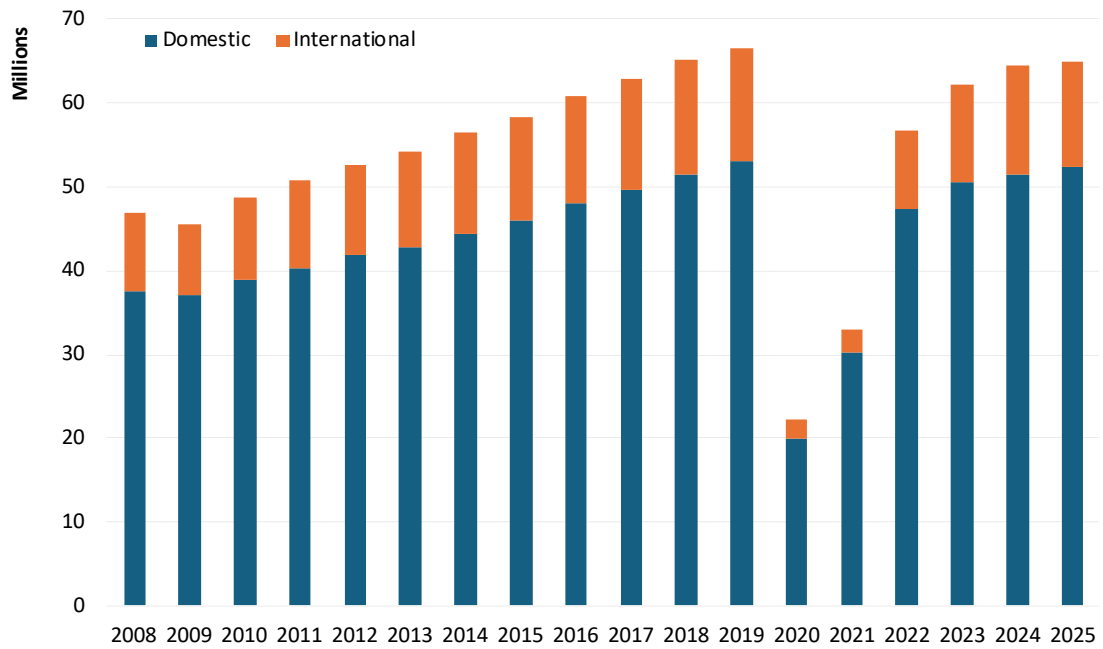


Source: New York City Travel and Tourism Outlook, November 2025

Approximately 80% of the City’s visitors are leisure travelers. Visitation declined sharply during the pandemic but began to increase in 2021, signaling a path toward recovery.

The following figure shows the number of annual domestic and international visitors to the City.

**FIGURE 2-10**  
**CITY VISITORS DOMESTIC AND INTERNATIONAL**



Source: New York City Tourism + Conventions Annual Report 2025

In 2025, over 19% of all visitors were international. The annual growth in international visitors slowed in 2025 compared with post-pandemic recovery years, which averaged 68% CAGR from 2021 to 2024. Domestic visitors grew by just over 1% from 2024 to 2025, following a CAGR of approximately 20% from 2021 to 2024.



The following figure shows the top ten countries of origin for international visitors to the City.

**FIGURE 2-11  
TOP TEN SOURCES  
OF INTERNATIONAL VISITORS IN 2025**

Top Producing Countries for International Visitors	Number of Visitors
United Kingdom	1,077,000
Canada	796,000
Italy	745,000
France	725,000
Brazil	670,000
Mexico	559,000
China	538,000
Australia	498,000
Germany	493,000
Spain	474,000
<b>Total</b>	<b>6,575,000</b>

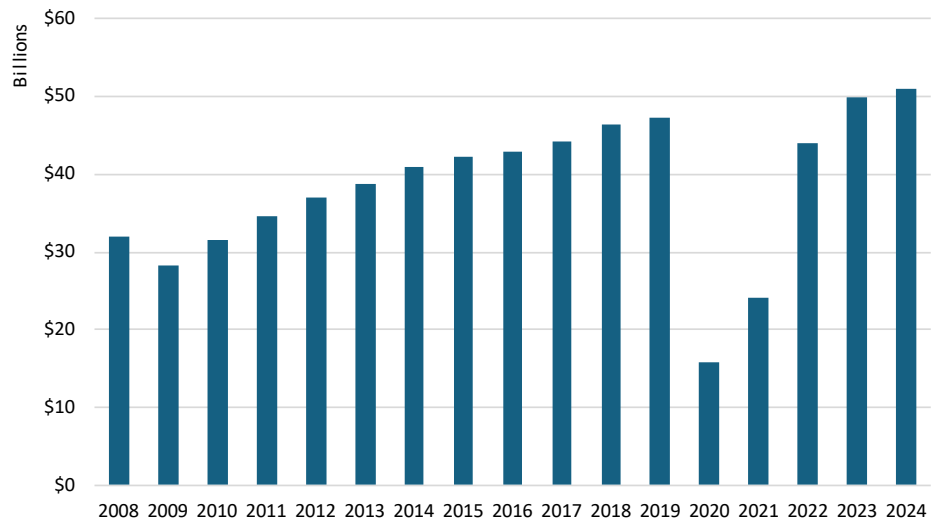
Source: New York City Tourism + Conventions Annual Report 2025

In 2025, the United Kingdom provided the most international visitors to the City of any country. All countries, except Italy and Mexico, experienced a decline in visitation to the City. Canada saw the largest decline among countries, with a 19% decrease from 2024.



The following figure shows visitors' gross spending in the City by year.

**FIGURE 2-12**  
**CITY VISITOR SPENDING**



Source: New York City Tourism + Conventions

In 2024, visitor spending grew to \$51 billion, up over 2% from 2023. The City experienced an 84% increase in visitor spending in 2022.

### Tourist Attractions

The New York City market benefits from a variety of tourist and leisure attractions. The peak season for tourism is summer. During other times of the year, weekend demand comprises travelers passing through en route to other destinations, people visiting friends or relatives, and other similar weekend demand generators. Primary attractions in the area include the following:

- The Statue of Liberty/Ellis Island
- The Metropolitan Museum of Art
- The Museum of Natural History
- Museum of Modern Art
- Guggenheim Museum
- Intrepid Sea, Air & Space Museum
- 9/11 Memorial



- Theatre District
- New York Stock Exchange/Nasdaq
- Times Square
- Chinatown
- Little Italy
- 5<sup>th</sup> Avenue
- Diamond District
- Brooklyn Bridge
- Central Park
- Grand Central Station
- Empire State Building
- Chrysler Building
- Rockefeller Center
- Historic Downtown New York
- Madison Square Garden
- Yankee Stadium
- The High Line
- The recently opened Resorts World New York City Casino

### **Primary Convention Center Activity**

The Javits Center remains one of the leading facilities in the U.S. for conventions and tradeshows. The convention center also serves as an important economic anchor for New York City, supporting the City’s hotel, restaurant, and tourism industries. The quality of the area around the Javits Center has improved over the last several years, with projects such as the Hudson Yards master-planned, mixed-use neighborhood and the Manhattan West mixed-use development, further enhancing this part of Midtown West. Following the May 2021 completion of the \$1.5-billion renovation and expansion project, the Javits Center now encompasses a 3.3-million-square-foot campus of event-related spaces, including 10 exhibit halls, 102 meeting rooms, and a rooftop pavilion that accommodates up to 1,500 people. The 30,000-square-foot Javits Broadcast Studio serves as a hybrid event space for in-person and/or virtual events.

Sustainability is an important feature. The 1.2 million-square-foot north Javits expansion achieved LEED Gold certification. The 6.75-acre green roof features more than 3,000 solar panels, helping reduce the convention center’s annual energy consumption. The



10,000-square-foot rooftop orchard, one-acre rooftop farm, and 3,500-square-foot greenhouse contribute to the production of up to 50 crops each season, which are used for farm-to-table banquet options at the center. Two 344,000-gallon underground tanks treat rainwater for the irrigation of all rooftop plants. Leftover food is donated to community partners, including Rethink Food, City Harvest, and New York Common Pantry.

Between 2015 and 2018, convention activity remained relatively stable, with total attendees fluctuating between a relatively narrow range of approximately 2.1 to 2.2 million. In addition to a strong schedule of one-time events and events that rotate among geographic regions, the convention center is bolstered by a variety of annual events, such as the New York International Auto Show, Discover Boating New York Boat Show, and Toy Fair New York.

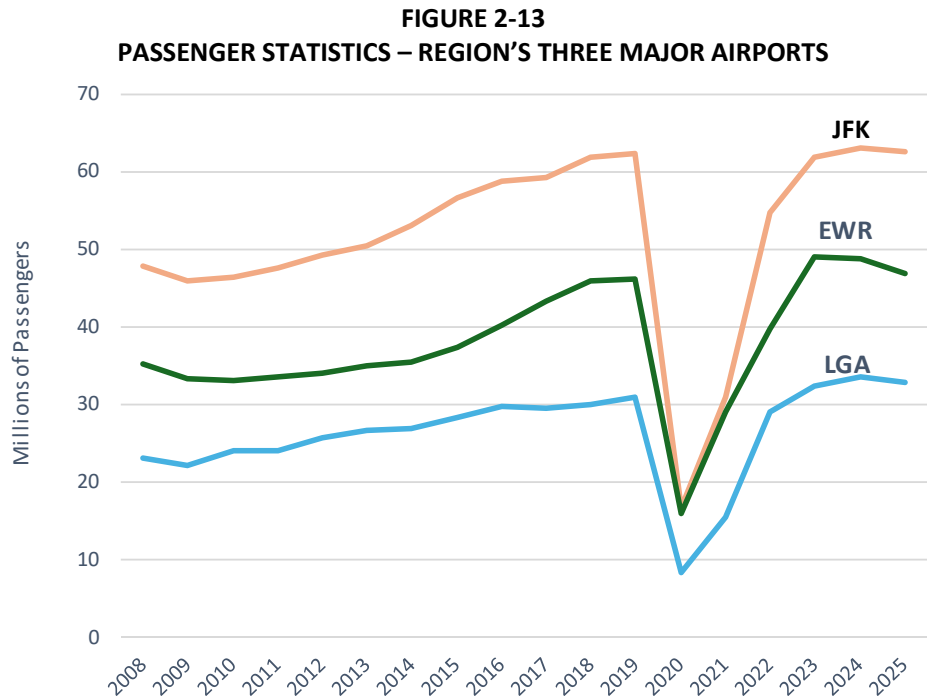
Convention activity declined significantly in 2020 and 2021, due to the COVID-19 pandemic. Large group gatherings were temporarily suspended, and many events were rescheduled or canceled during that period. According to STR data, group occupancy in hotels plummeted to 1.3% by April 2020. In response to the pandemic, the Javits Center was temporarily converted into a nearly 1,200-bed medical station to accommodate overflow patients from New York's hospital systems; this operation ended on May 1, 2020. The Javits Center continued to serve the community, operating as a mass COVID-19 vaccination site from January 13, 2021, until July 9, 2021. The lifting of most remaining COVID-19-related restrictions on June 15, 2021, helped encourage the return of some group and convention business. Group and convention business began to strengthen in late 2021 and continued to strengthen from 2022 through 2024. The Javits Center has strengthened each year following the pandemic.

The 2021 renovations and expansion have enabled the staff to attract events requiring a larger event space. Fiscal year 2023 was the first full year of operations, with the 1.2-million-square-foot expansion section completed. Limited statistical data have been released for the more recent fiscal years. The Javits Center reported an impressive 86.0% (rounded) occupancy for 317 days in 2023, exceeding the pre-pandemic levels and demonstrating a steady recovery. A large volume of moderate-sized events has been beneficial as major efforts continue to attract additional large-scale, citywide events. In the 2023 fiscal year, there were 65 trade and public events and 46 special events. In the 2024 fiscal year, there were 70 trade and public events and 61 special events, totaling 20 more events than the prior fiscal year; the Javits Center reported 88.0% (rounded) occupancy that year. Results for the 2025 fiscal year have not yet been released.



**Airport Traffic**

Three major airports serve the New York City area: John F. Kennedy (JFK) International, LaGuardia (LGA), and Newark Liberty International (EWR). The following figure summarizes 18 years of historical passenger activity at the three facilities.



Source: Port Authority of New York and New Jersey

Passenger activity declined in 2020 due to COVID-19, but passenger traffic began to improve in 2021. Overall, passenger count rebounded by roughly 85% in 2021. From 2022 to 2024, passenger counts increased by 9% per year. All three airports experienced approximately a 2% decrease in total passenger traffic in 2025. As of February 2026 YTD, combined passenger volume across all three airports has surpassed pre-COVID numbers. Total passenger volume reached 19,463,170, representing an approximate 1% increase compared with February 2019 YTD passenger volume of 19,262,630.

**LaGuardia Airport Expansion**

LaGuardia Airport completed its \$8 billion redevelopment, referred to as “A Whole New LaGuardia,” with the construction of a new Terminal B, the opening of Delta’s Terminal C, and the completion of the new roadway network. Terminal B was completed in January 2022 and consists of 1.3 million square feet, 35 gates, and a 3,100-car parking garage. The development was a public-private partnership between the Port Authority of New York and New Jersey (the “Port Authority”) and LaGuardia Gateway Partners. Delta’s Terminal C was opened in June 2022, marking the completion of “A Whole New



LaGuardia.” The terminal is 1.3 million square feet and is Delta’s largest investment ever in an airport facility. \$500 million of the total \$4 billion development cost was invested by the Port Authority.

### **JFK Airport Expansion**

JFK Airport is currently undergoing a \$19 billion public-private transformation that includes the development of two new terminals across five former terminal sites, the expansion and modernization of existing terminals, and new roadways. The total development is planned to be completed by 2030.

The New Terminal One is expected to open in phases beginning in mid-2026, with full completion anticipated by 2030, and will consist of 2.4 million square feet and 23 gates. The Port Authority and JFK Millennium Partners are partnering to construct a 1.2-million-square-foot Terminal 6. This \$4.2 billion redevelopment will sit on the former sites of Terminals 6 and 7. The Port Authority, Delta Air Lines, and JFKIAT partnered to redevelop Terminal 4 by adding ten new aircraft parking positions, installing a domestic baggage claim carousel, and expanding the terminal's footprint. URW Airports, American Airlines, and the Port Authority are partnering to expand Terminal 8, which was recently renovated. Lastly, the JFK redevelopment program will include a new airport roadway network, supported by \$3.9 billion in Port Authority funding.

### **Newark Liberty Airport Expansion**

Newark Liberty Airport completed a \$2.7 billion redevelopment of Terminal A in 2023 and broke ground in October 2025 on the \$3.5 billion AirTrain Newark, which will transport passengers between terminals and to regional transit connections. The AirTrain is expected to be completed by 2030.

### **Conclusion**

This section discusses a wide variety of economic indicators for the New York City area. The City’s economy experienced a significant contraction from the COVID-19 pandemic, as evidenced by elevated unemployment levels and commercial office vacancy rates, as well as decreased airport passenger counts. However, more recent economic and demographic data indicate the market has recovered strongly.



### 3. Historical Hotel Market Performance

In this section, HVS describes the hotel market in the City and analyzes historical changes in lodging room supply and demand.

#### Overview

Currently, 720 hotel properties provide approximately 124,678 sleeping rooms within the boundaries of the City's taxing jurisdiction. Most hotel development in the City has occurred in Manhattan, which has 81% of the total room supply. Recently, the room supply in Brooklyn and Queens has expanded, accounting for approximately 17% of the total supply. The Bronx and Staten Island have less than 2% of the room supply.

The lodging market in the City experienced moderate growth in 2025, the fifth consecutive year of demand growth since the height of the COVID-19 pandemic in 2020. The number of occupied room nights increased by 1.6% in 2025, while hotel occupancy rates decreased slightly to 84.5% due to a 1.9% increase in room night supply. By 2025, supply had returned to 97.9% of its 2019 pre-pandemic level. Room-night demand growth in the first two months of 2026 was 1.4%.

#### Recent City Legislation

Hotels are a vital component of New York City's economy, accommodating an estimated 28 million visitors and generating \$13 billion in economic impact. From 2007 to 2020, the City added more than 54,000 hotel rooms, driven by tourism growth and new sources of hotel financing. Before the COVID-19 pandemic, hotel development outpaced other forms of non-residential development in the City, affecting the environment and activity of residents, visitors, and businesses. As a result, the City Council has passed legislation that has affected the lodging industry in New York City. The City of State could pass additional legislation that would impact the public policy on hotels and STRs in the future.

#### Local Law 97

Local Law 97 was passed in April 2019 as part of the Climate Mobilization Act, which requires that most buildings greater than 25,000 gross square feet must meet new energy-efficiency and greenhouse gas-emissions standards as of 2024, reduce emissions by 40% as of 2030, and reduce emissions by 100% as of 2050. Many property owners and operators have reported that their hotel buildings meet the 2024 and 2030 requirements.

Starting on July 1, 2025, penalties will be issued for either non-compliance with the requirements or non-reporting. Thus, owners of older hotels must consider the cost of either making the required upgrades or paying the penalty fines. While Local Law 97 does not directly affect Manhattan guestroom inventory, these potential costs, along



with higher development costs and other expenses (e.g., higher property and liability insurance premiums), may put downward pressure on available room supply.

**Hotel Text Amendment**

In December 2018, the City Council adopted a text amendment to the M1 zoning district regulations requiring a special-use permit for new hotel developments. On December 9, 2021, the City Council adopted the Citywide Hotels Text Amendment, which extends the special-use permit requirement to all new hotel construction projects in all five boroughs. This essentially eliminated as-of-right hotel development in Manhattan.

The Hotel Text Amendment also requires that hotel construction commencing after December 9, 2021, use unionized construction workforces. Hotel owners and operators must then adhere to collective bargaining agreements for hourly staff in the operational departments (rooms, food and beverage, and engineering/maintenance). Thus, hotel owners and operators must consider the higher costs associated with these labor requirements. We note that food and beverage operations leased to external operators are exempt from the unionized workforce requirement.

Although the development of limited- and select-service lodging facilities is expected to be stifled by the Hotel Text Amendment, the potential remains for the development of upper-upscale and luxury products where revenue generation could offset the higher construction and operational costs.

**Local Law 18**

Local Law 18, known as the Short-Term Rental Registration Law, was adopted on January 9, 2022, requiring all short-term-rental hosts to register with the OSE. Local Law 18 prohibits booking platforms (such as Airbnb, VRBO, and Hotels.com) from processing transactions for short-term rentals that are not registered with OSE. On September 5, 2023, the OSE commenced the initial phase of Local Law 18 enforcement to ensure that short-term-rental hosts are using the City’s verification system consistently and correctly. Given the tight restrictions, many short-term rentals in New York City are not permitted to operate. Hotels have reportedly been absorbing a portion of this room-night demand. Hotel owners and operators in the market continue to carefully monitor hotel demand trends for changes arising from Local Law 18; however, long-term effects are uncertain.

There has been continued opposition to Local Law 18 from City residents, as the short-term rental restrictions have had negative financial consequences for homeowners who rely on short-term rentals for additional income. On November 13, 2024, a few City Council members presented Intro. 1107 that would grant some short-term rental flexibility for owners of one- and two-family homes. The proposed Intro. 1107 has full support from the Restore Homeowners Autonomy & Rights group, which comprises several hundred homeowners and has been pushing for changes to Local Law 18. On February 3, 2025, an amended Intro. 1107-A was introduced in the City Council. Tenant



advocates, hotel industry participants, and the Hotel Trades Council oppose the proposed Intro. 1107 and do not support the amended Intro. 1107-A. No final decision has been made yet regarding the amended Intro. 1107-A.

The net effect of Local Law 18 has been to reduce the number of STRs that would pay the Hotel Unit Fee. A portion of the demand previously directed at STRs would be redirected to hotels.

### Safe Hotels Act

In July 2024, the City Council introduced the proposed bill Int. 991-2024, which is known as the “Safe Hotels Act.” The proposed bill underwent several revisions between August and October 2024 following review and discussions among the City Council, the Hotel and Gaming Trades Council, and the Protect NYC Tourism Coalition. A final version of the proposed bill was signed into law on November 4, 2024, and the Safe Hotels Act went into effect on May 3, 2025.

The law includes numerous service and safety requirements, which many hotels already follow as part of their standard operating procedures. The following are the main new regulations:

- All hotels in New York City are required to obtain a hotel license, valid for a two-year term, for hotel operations. The hotel operator must obtain a hotel license renewal every two years thereafter.
- All hotels in New York City (regardless of guestroom count) must maintain continuous front desk coverage during operational hours. As such, at least one staff member must provide front desk services during overnight periods.
- All hotels in New York City with 100 or more guestrooms cannot subcontract “core hotel” positions and must directly employ these staff members. “Core hotel” positions are defined as front desk, housekeeping, and front service (e.g., house person, bell person, door person).
  - This requirement does not apply to hotels with fewer than 100 guestrooms.
  - Subcontractor staffing contracts that were executed before the law’s May 3, 2025, effective date may remain in effect if the contracts provide for termination by a certain date.
- A hotel owner need not directly employ core employees if the owner retains a single hotel operator to manage all hotel operations involving core employees,



in which case the hotel operator must be the direct employer of the core employees.

- All hotels in New York City with more than 400 guestrooms (categorized as “large hotels”) must have at least one security guard on-site during all operating hours.
- No hotels in New York City, except airport hotels, may offer guestroom bookings for less than four hours.

The hotel license application has been online since at least April 2025, and a substantial portion of market hotels have reportedly submitted it.

### Data Source

HVS relied on CoStar data, which is routinely used by the hotel industry. Most branded hotels and many independent hotels voluntarily report operating data to CoStar. CoStar data has certain limitations. Based on reported information and a census of the total hotel supply, CoStar estimates data for non-reporting properties. Hotels are occasionally added to or removed from the sample, and not every property reports data consistently and promptly; these factors can influence the overall quality of the information. Nonetheless, CoStar provides the best indication of aggregate growth or decline in existing supply and demand. We have analyzed historical room-night supply and demand data for the City from the CoStar database for this Study. This information is presented throughout this Study.

Per CoStar’s protocols, the aggregate figures include the data for the identified competitors, as well as for a composite property with a room count equal to 5.0% of the total rooms in the competitive set. The performance of the composite property is derived from results for similar hotels in the market; based on CoStar’s algorithm, results are generated that are not materially different from the actual results, excluding the composite property. Thus, the inclusion of this hypothetical hotel does not skew the overall data to a material degree; however, it ensures the confidentiality of the actual hotels and is necessary to obtain the supply-and-demand data. It is not possible to obtain CoStar supply-and-demand data for a specifically defined competitive set without a composite property. We remove 5% from both the room-night supply and demand estimates used in the Study to reflect better the actual historical levels of room-night supply and demand.

### Room Supply

Although most of the hotel business in the City takes place in Manhattan, the other four boroughs, especially Queens, around JFK International Airport and LaGuardia Airport, have experienced significant levels of hotel development.



The following figure summarizes hotel room supply by chain scale and location in the City, based on CoStar data.

**FIGURE 3-1**  
**CURRENT HOTEL ROOM SUPPLY (FEBRUARY 2026)**

STR Chainscale	Manhattan	Queens	Brooklyn	Bronx	Staten Island	Total
<b>Properties</b>						
Luxury	134	2	9			145
Upper Upscale	79	8	8			95
Upscale	134	23	8	2	1	168
Upper Midscale	71	24	26	4	4	129
Midscale	15	18	17	4		54
Economy	37	43	27	16	6	129
<b>Total</b>	<b>470</b>	<b>118</b>	<b>95</b>	<b>26</b>	<b>11</b>	<b>720</b>
<b>Rooms</b>						
Luxury	26,798	565	809			28,172
Upper Upscale	27,698	2,079	1,988			31,765
Upscale	28,763	3,697	866	179	198	33,703
Upper Midscale	12,868	2,916	2,629	276	486	19,175
Midscale	2,082	1,428	1,080	234		4,824
Economy	2,507	2,207	1,332	788	205	7,039
<b>Total</b>	<b>100,716</b>	<b>12,892</b>	<b>8,704</b>	<b>1,477</b>	<b>889</b>	<b>124,678</b>

Source: CoStar

CoStar classifies the scale of hotels. Over 90% of the luxury properties and most of the Upper Upscale are in Manhattan.



We included hotels that have permanently closed, been converted to other uses, or been demolished in the historical results to avoid overstating the growth rate in room-night demand. The following figure shows the permanently closed hotels included in the historical data.

**FIGURE 3-2**  
**HOTELS PERMANENTLY CLOSED, ABANDONED, OR DEMOLISHED**  
**(AS OF FEBRUARY 2026)**

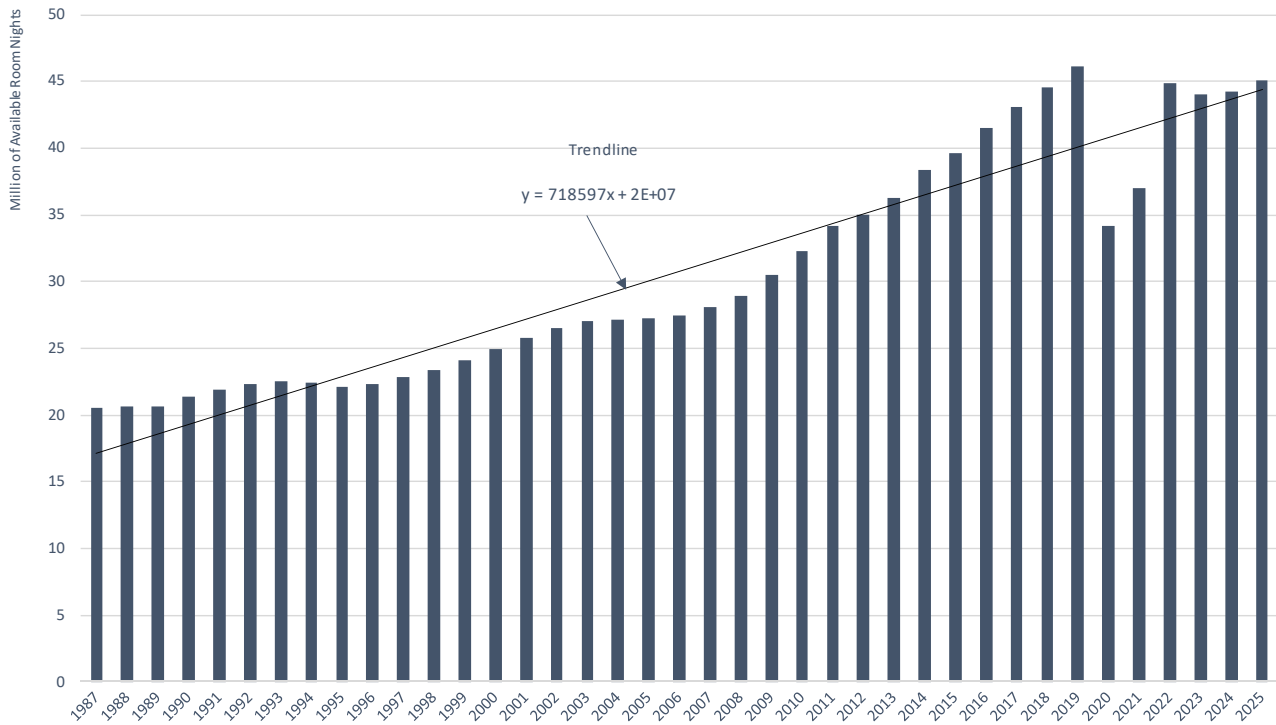
STR Chainscale	Manhattan	Queens	Brooklyn	Bronx	Staten Island	Total
<b>Properties</b>						
Luxury	2	0	0	0	0	2
Upper Upscale	13	1	3	0	0	17
Upscale	13	4	0	0	0	17
Upper Midscale	15	10	3	1	0	29
Midscale	8	6	5	0	1	20
Economy	38	18	10	6	1	73
Unknown	19	0	0	0	0	19
<b>Total</b>	<b>108</b>	<b>39</b>	<b>21</b>	<b>7</b>	<b>2</b>	<b>177</b>
<b>Rooms</b>						
Luxury	334	0	0	0	0	334
Upper Upscale	3,138	356	506	0	0	4,000
Upscale	3,247	517	0	0	0	3,764
Upper Midscale	3,942	1,350	238	85	0	5,615
Midscale	1,350	450	361	0	189	2,350
Economy	4,851	1,516	549	336	44	7,296
Unknown	1,886	0	0	0	0	1,886
<b>Total</b>	<b>18,748</b>	<b>4,189</b>	<b>1,654</b>	<b>421</b>	<b>233</b>	<b>25,245</b>

Source: CoStar



Available room nights are the number of hotel rooms in the market multiplied by the number of days on which those hotels are open over a given period. This is the most precise measure of available room supply. The figure below shows the historical growth in available room nights by year from 1987 through 2025.

**FIGURE 3-3  
HISTORICAL AVAILABLE ROOM NIGHTS**



Source: CoStar as adjusted by HVS to remove Composite Property

Available room nights grew from 20.5 million in 1987 to 45.1 million in 2025, representing a CAGR of approximately 2.1%. Over the last ten years, available room nights grew from 39.7 million in 2015 to 45.1 million in 2025, a CAGR of 1.3%. The supply of room nights expanded over the last decade despite the impact of the COVID-19 pandemic and the removal of supply from the market to house immigrants and unhoused individuals.

**Temporarily Closed Hotels**

Most hotels that temporarily closed in 2020 reopened as the effects of the pandemic subsided. However, a portion of these properties are permanently closed; others have been repurposed as temporary shelters for unhoused individuals or migrant asylum



seekers; and some have been, or may be, converted to alternative uses. Before the pandemic, certain outer-borough hotel room supplies were already contracting with the New York City Department of Homeless Services (NYC DHS), seeking to provide temporary shelter for individuals experiencing homelessness. During 2020 and 2021, additional lodging facilities were utilized as temporary shelters to accommodate social distancing requirements at the height of the pandemic.

The City's housing constraints were further compounded by an influx of migrants and asylum seekers beginning in the second quarter of 2022, many of whom were transported from other states; arrivals continued at elevated levels through mid-2024. During this period, more than 210,000 migrants and asylum seekers entered New York City. In response, several dozen hotels across the five boroughs were utilized as temporary shelters as the City worked to address both the existing population of unhoused residents and the additional demand associated with these arrivals.

As migrant arrivals declined and funding constraints intensified, the City began closing temporary shelter sites in phases beginning in mid-2024. Numerous hotels have since returned to traditional operations following these closures. The Roosevelt Hotel in Midtown Manhattan, which served as the primary intake center and Humanitarian Emergency Response and Relief Center, is anticipated to be demolished to accommodate a large-scale redevelopment, which may include a boutique hotel. Many properties that have operated as shelters, as well as those that remain closed with uncertain reopening timelines, are older assets in fair to good condition but exhibit functional obsolescence. Accordingly, approximately 50% of these hotels are at high risk of permanent closure or conversion to alternative uses over the next several years. In certain cases, the use of hotels as shelters may continue as part of the City's response to its affordable housing needs.



A considerable number of hotels remain temporarily closed, as shown in the figure below.

**FIGURE 3-4**  
**HOTELS TEMPORARILY CLOSED OR UNDER RENOVATION (FEBRUARY 2026)**

STR Chainscale	Manhattan	Queens	Brooklyn	Bronx	Staten Island	Total
<b>Properties</b>						
Luxury	5	0	0	0	0	5
Upper Upscale	1	0	1	0	0	2
Upscale	6	5	0	0	0	11
Upper Midscale	5	7	4	3	0	19
Midscale	5	5	1	4	1	16
Economy	5	22	11	9	0	47
<b>Total</b>	<b>27</b>	<b>39</b>	<b>17</b>	<b>16</b>	<b>1</b>	<b>100</b>
<b>Rooms</b>						
Luxury	811	0	0	0	0	811
Upper Upscale	224	0	52	0	0	276
Upscale	1,020	1,272	0	0	0	2,292
Upper Midscale	671	889	289	249	0	2,098
Midscale	1,660	395	67	231	70	2,423
Economy	500	1,590	722	447	0	3,259
<b>Total</b>	<b>4,886</b>	<b>4,146</b>	<b>1,130</b>	<b>927</b>	<b>70</b>	<b>11,159</b>

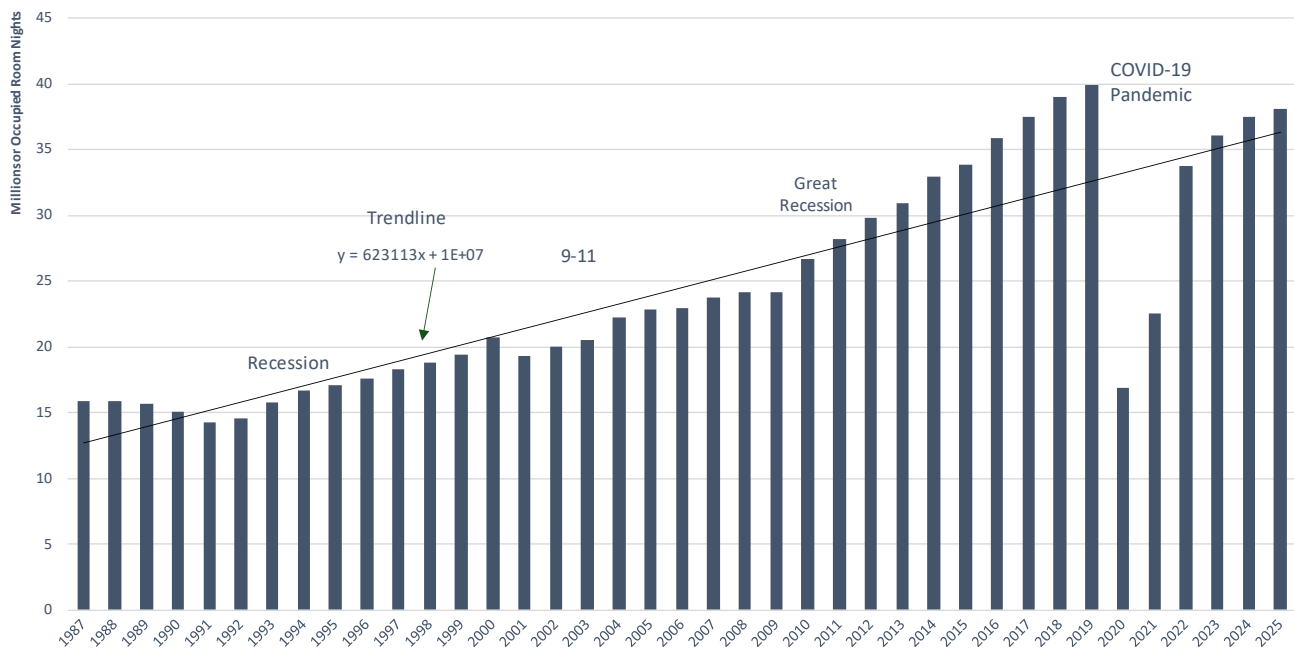
Source: CoStar



**Demand Trends**

The following figure presents historical changes in hotel room-night demand in the City from 1987 through 2025.

**FIGURE 3-5  
HISTORICAL ROOM NIGHT DEMAND**



Source: CoStar as adjusted by HVS to remove Composite Property

The number of occupied room nights increased from about 15.9 million in 1987 to 38.1 million in 2025. During this period, demand grew by an average of 585,000 occupied room nights per year. Room-night demand declined in only four of the years between 1987 and 2019. Two years of negative growth in 1989 and 1991 were associated with a weak economy that was hit by interest rate and oil price shocks. The recession and the terrorist attack in 2001 caused a loss of 1.7 million occupied room nights, an 8.1% decrease, by far the deepest decline until the COVID-19 pandemic.

Recovery began in earnest in 2003, but by 2006, three successive years of limited growth in room supply contraction halted demand growth. Growth in room supply helped mitigate the impact of the Great Recession, as new supply generated incremental demand that offset declines in business and leisure travel. As a result, room-night



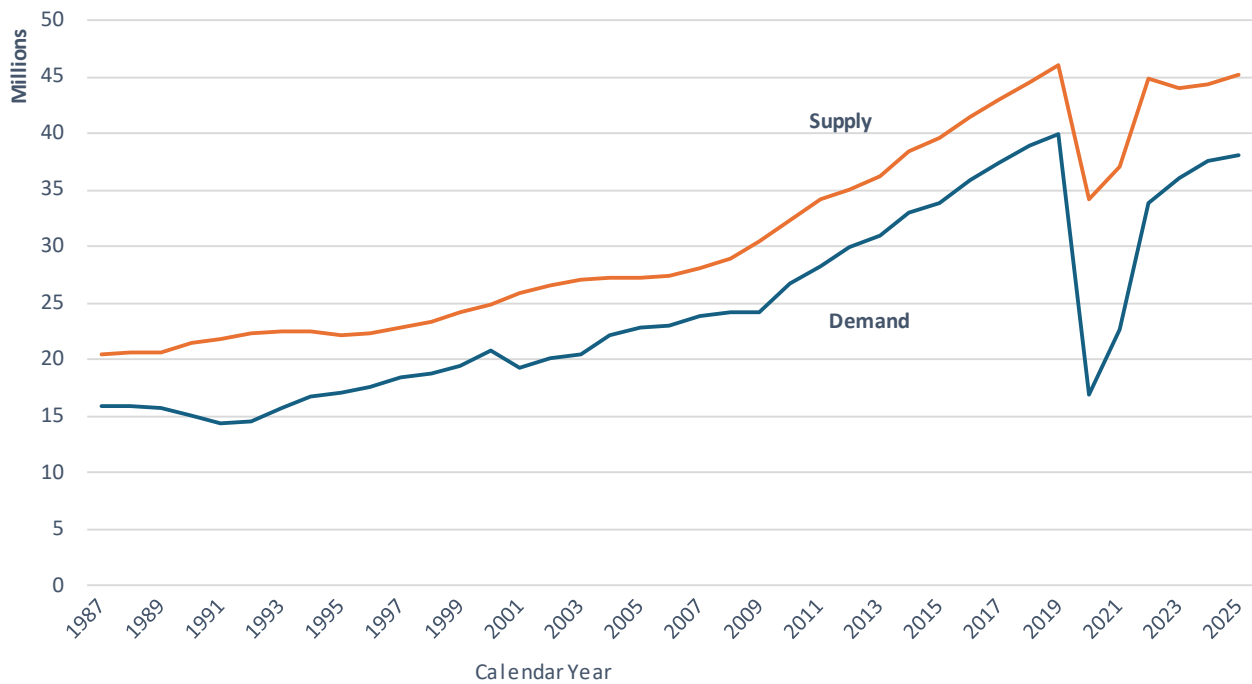
demand in the City remained generally flat from 2007 through 2009. From 2009 through 2019, the market experienced sustained growth, adding more than 1.57 million occupied room nights annually. This expansion was supported by increasing room supply and the continued growth and diversification of the New York City economy. Demand declined sharply in 2020 due to the COVID-19 pandemic, began to recover in 2021, and reached approximately 95.5% of 2019 levels by 2025.

In 2025, demand in the City grew by 1.6%, and through February 2026, demand rose by 1.4%, compared to the same period in the prior year. These historical levels of demand growth helped inform the forecasted growth rate assumptions for 2026 and 2027.



The figure below shows the relationship between room night supply and demand.

**FIGURE 3-6  
ROOM NIGHT SUPPLY AND DEMAND GROWTH**



Source: CoStar as adjusted by HVS to remove Composite Property

Long-term market trends indicate that supply and demand generally move toward equilibrium, except during periods of economic disruption or public health events, when demand declines sharply. Barriers to new hotel development, including high land and construction costs, have limited significant surges in new hotel room supply, as seen in other markets. Supply and demand grew in tandem from 2009, with demand for new rooms remaining strong until the onset of the COVID-19 pandemic.



The figure below summarizes long-term historical CAGR in occupied room nights.

**FIGURE 3-7  
HISTORICAL CAGR FOR  
OCCUPIED ROOM NIGHTS IN THE CITY**

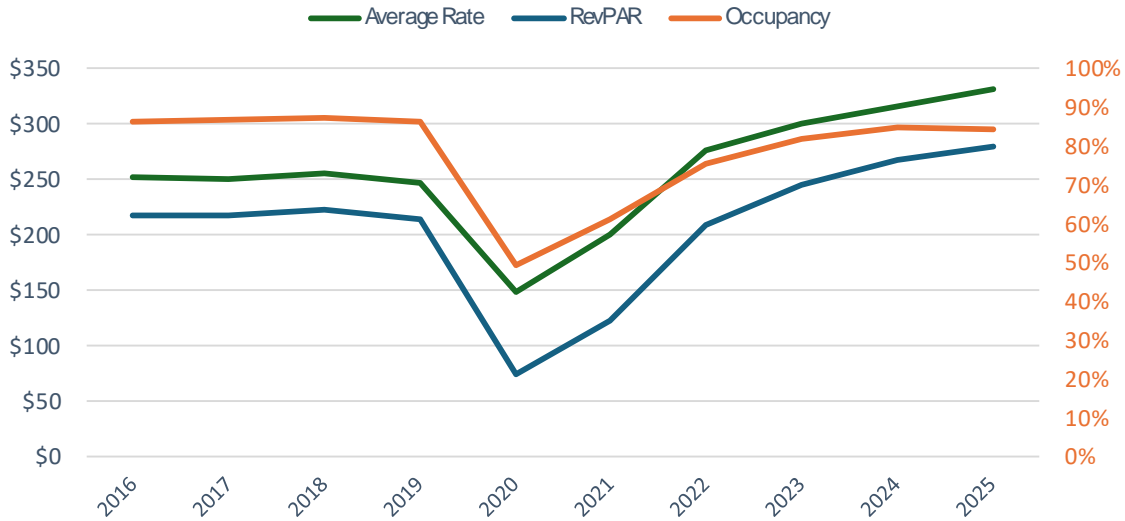
Period	CAGR
1987-1997	1.43%
1997-2007	2.63%
2007-2017	4.65%
2017-2025	0.22%
2019-2025	-0.76%
1987-2025	2.33%
2005-2025	2.59%

Source: CoStar as summarized by HVS

Room night demand in the City grew strongly until the COVID-19 pandemic in 2020. The market is still recovering to pre-pandemic demand levels.

The figure below shows the historical performance of the City’s lodging market using three metrics: 1) occupancy rates, 2) average daily room rates (“ADR”), and 3) revenue per available room (“RevPAR”), a combined measure of market performance, which is calculated by multiplying the occupancy rate by the ADR.

**FIGURE 3-8**  
**HISTORICAL ROOM NIGHT OCCUPANCY, ADR, AND REVPAR OVER THE LAST TEN YEARS**



Source: CoStar

The occupancy rate and ADR remained stable from 2016 through 2019, as the market absorbed the increase in supply. The COVID-19 pandemic in 2020 significantly reduced demand and supply. Demand began to recover in 2021, but it has not yet fully returned to the 2019 level. ADR recovered more quickly than demand and reached a new all-time high in 2022, continuing to increase in 2024 and 2025. RevPAR was steady from 2016 through 2019, experienced a historic decline in 2020, and began recovering in 2021, reaching new all-time highs in 2023, 2024, and 2025. The primary cause of RevPAR growth was the increase in ADR.

The figure below shows year-to-date demand, supply, occupancy, and average daily room rates for hotels in the City compared to the prior year.

**FIGURE 3-9**  
**YEAR-TO-DATE THROUGH FEBRUARY**

	2025	2026
Supply	7,261,743	7,280,118
Demand	5,541,377	5,617,805
Occupancy	76%	77%
ADR	\$220.50	\$232.56

Source: CoStar as adjusted by HVS to remove Composite Property



Year-to-date through February 2026, room-night supply grew 0.3%, demand rose by 1.4%, and ADR increased 5.5%. Future increases in room supply will put downward pressure on ADR growth, as new hotels open and temporarily closed hotels return to the market.



**Weekly Patterns of Lodging Demand**

The figure below shows weekly patterns of occupancy and ADR over the last twelve months (March 1, 2025, to February 28, 2026).

**FIGURE 3-10  
OCCUPANCY RATES BY MONTH AND DAY OF WEEK (TRAILING 12 MONTHS)**

Month	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Overall
March-2025	71.8%	80.6%	85.7%	85.7%	80.6%	82.2%	86.5%	81.7%
April-2025	75.2%	81.3%	87.9%	88.0%	86.3%	88.3%	89.8%	85.5%
May-2025	82.3%	85.4%	91.4%	92.5%	88.3%	89.1%	91.8%	88.8%
June-2025	80.7%	87.7%	93.0%	92.4%	89.4%	89.0%	91.5%	88.8%
July-2025	79.7%	84.6%	87.3%	86.5%	85.6%	89.0%	90.4%	86.2%
August-2025	81.7%	84.0%	87.0%	86.6%	85.3%	89.7%	92.6%	86.9%
September-2025	81.9%	84.6%	89.8%	91.7%	88.5%	88.1%	91.2%	87.8%
October-2025	83.3%	89.4%	94.0%	91.3%	89.3%	91.9%	94.7%	90.6%
November-2025	79.8%	81.7%	85.6%	89.7%	87.7%	89.6%	92.8%	86.8%
December-2025	84.5%	84.8%	87.7%	88.9%	89.4%	92.4%	94.8%	88.7%
January-2026	67.0%	65.6%	71.0%	72.8%	72.0%	76.5%	80.8%	72.5%
February-2026	67.3%	69.8%	74.1%	74.5%	72.3%	79.3%	81.9%	74.2%
<b>All Weekdays</b>	<b>78.0%</b>	<b>81.8%</b>	<b>86.4%</b>	<b>86.7%</b>	<b>84.5%</b>	<b>87.1%</b>	<b>89.9%</b>	

Source: CoStar

Occupancies are consistently high except for January and February. Occupancy peaks on Tuesdays and Wednesdays for business travel and on Saturdays for leisure travel.

**Seasonality**

Although hotels in the City have high year-round occupancy and ADRs, seasonal differences emerge. Tourism seasons, corporate business cycles, and convention groups exhibit different patterns of demand throughout historical periods and throughout a typical year. For example, family leisure trips often peak in the summer months when children are not in school. But adult leisure trips peak during the pre-Christmas shopping season in November and December. Convention demand peaks in the late fall months. Over the course of a typical year, some months consistently show higher demand than others. Although occupancy and ADR generally move together, they do not track one another perfectly.



The figure below compares occupancy and ADR by month for the last twelve months (March 1, 2025, to February 28, 2026).

**FIGURE 3-11**  
**ADR BY MONTH AND DAY OF WEEK (TRAILING 12 MONTHS)**

Month	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Overall
March-2025	\$223	\$270	\$308	\$301	\$260	\$265	\$273	\$272
April-2025	\$249	\$289	\$331	\$331	\$303	\$319	\$323	\$309
May-2025	\$278	\$333	\$388	\$380	\$328	\$328	\$347	\$341
June-2025	\$258	\$318	\$376	\$366	\$312	\$313	\$325	\$323
July-2025	\$235	\$265	\$294	\$290	\$263	\$280	\$286	\$275
August-2025	\$237	\$254	\$280	\$276	\$258	\$291	\$310	\$274
September-2025	\$352	\$409	\$471	\$485	\$421	\$406	\$416	\$423
October-2025	\$312	\$374	\$437	\$426	\$383	\$399	\$413	\$395
November-2025	\$291	\$314	\$360	\$382	\$344	\$361	\$386	\$350
December-2025	\$359	\$395	\$463	\$473	\$444	\$496	\$530	\$451
January-2026	\$204	\$222	\$231	\$230	\$221	\$224	\$235	\$225
February-2026	\$206	\$216	\$235	\$233	\$216	\$235	\$248	\$228
<b>All Weekdays</b>	<b>\$270</b>	<b>\$311</b>	<b>\$355</b>	<b>\$353</b>	<b>\$316</b>	<b>\$328</b>	<b>\$342</b>	

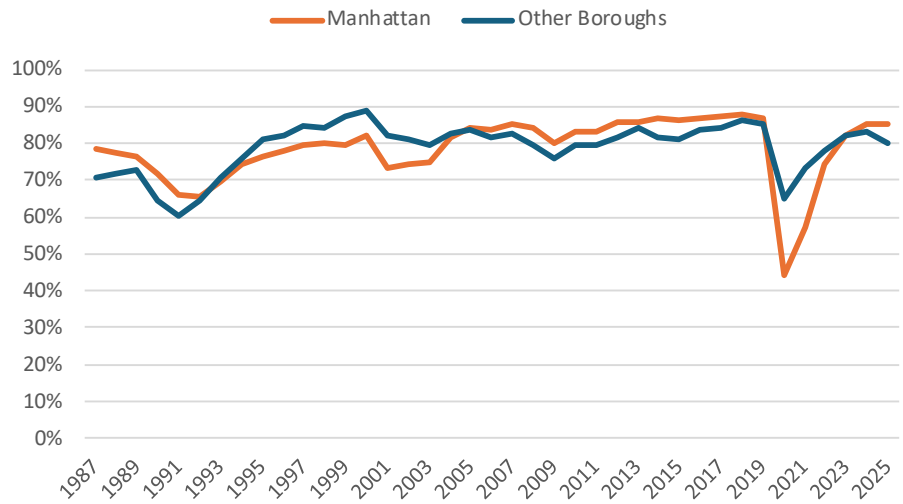
Source: CoStar

Seasonal differences in ADR depend on the types of travelers filling hotel rooms. During the summer, ADRs decline due to heavy family leisure demand. In the fall, convention and meeting demand drives higher room rates. In November and December, adult leisure travelers lift rates. Lower ADRs in January and February reflect overall weakened room night demand.



The following figure shows the historical hotel occupancy levels in Manhattan compared to those in the other four boroughs.

**FIGURE 3-12  
COMPARISON OF OCCUPANCY RATES**



Source: CoStar

In most years, Manhattan has experienced higher occupancy rates than the other boroughs. Consequently, Manhattan generates more Hotel Unit Fee revenue per available room. In 2025, occupancy rates increased slightly in Manhattan and decreased in the other boroughs.



**Estimate of the Impact  
of Short-Term Lodging**

New York City adopted its short-term rental registration requirement in January 2022 through Local Law 18. Taxation and Finance now state that, effective March 1, 2025, “a unit fee of \$1.50 per unit per day is imposed on every short-term rental unit occupancy within New York City.” The City provided us with a list of STRs registered on January 7, 2026, as shown in the figure below.

**FIGURE 3-13  
REGISTERED STRS IN THE CITY**

Borough	Registered STRs
<b>Location</b>	
Brooklyn	1,618
Queens	952
Manhattan	401
Bronx	197
Staten Island	114
<b>Total Registered Units</b>	<b>3,282</b>

Source: City

Taxation and Finance was unable to provide the Hotel Unit Fees for the registered STRs due to the concentration of units under a single registered host.

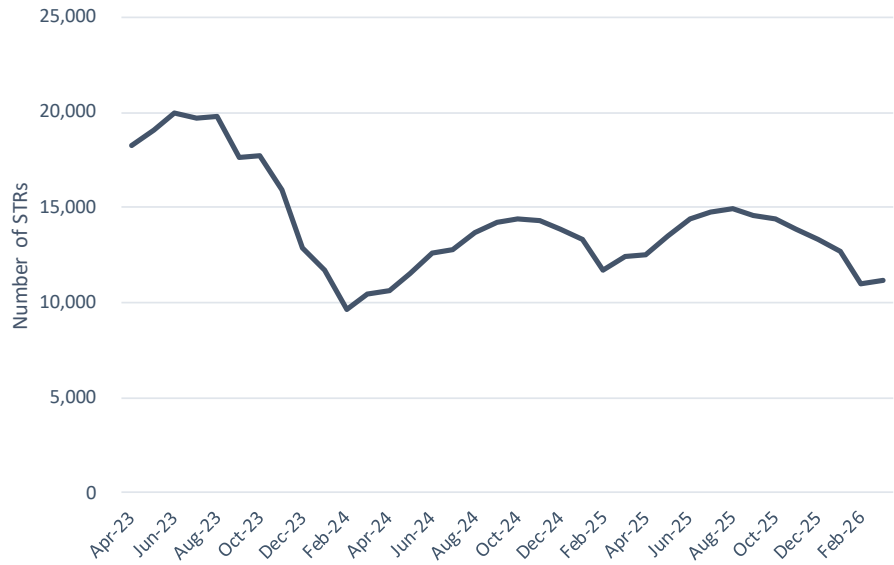
Due to our inability to obtain the Hotel Unit Fees associated with the registered STRs, we obtained data on the STRs market in New York City from AirDNA. AirDNA is a short-term rental data and analytics company that tracks the performance of vacation-rental listings and provides market intelligence for Airbnb- and Vrbo-type properties. Owners, operators, investors, property managers, lenders, tourism organizations, and analysts use its platform to evaluate metrics such as supply, demand, occupancy, average daily rate, revenue, and competitive positioning. AirDNA currently states that its platform is powered by Airbnb and Vrbo data from over 10 million properties across 120,000 global markets.

AirDNA’s short-term rental count may exceed New York City’s registered short-term rental total because the two sources measure different sets of listings. AirDNA tracks market activity and advertised listings across Airbnb, Vrbo, and related sources. The City’s registration data includes only units that have received a valid registration from the OSE. Under Local Law 18, legal registration is limited to hosted stays in the host’s permanent residence, generally with no more than two guests. It does not include unregistered listings, noncompliant listings, or certain exempt legal short-term occupancies such as Class B multiple dwellings. As a result, AirDNA’s inventory may include listings that are visible in the market but are not legally registered with the City, while the City’s dataset reflects only approved registrations.



The figure below shows the New York City listing provided by AirDNA.

**FIGURE 3-14**  
**2023 TO 2026 SUPPLY OF STRS IN NYC BASED ON AIRDNA DATA**

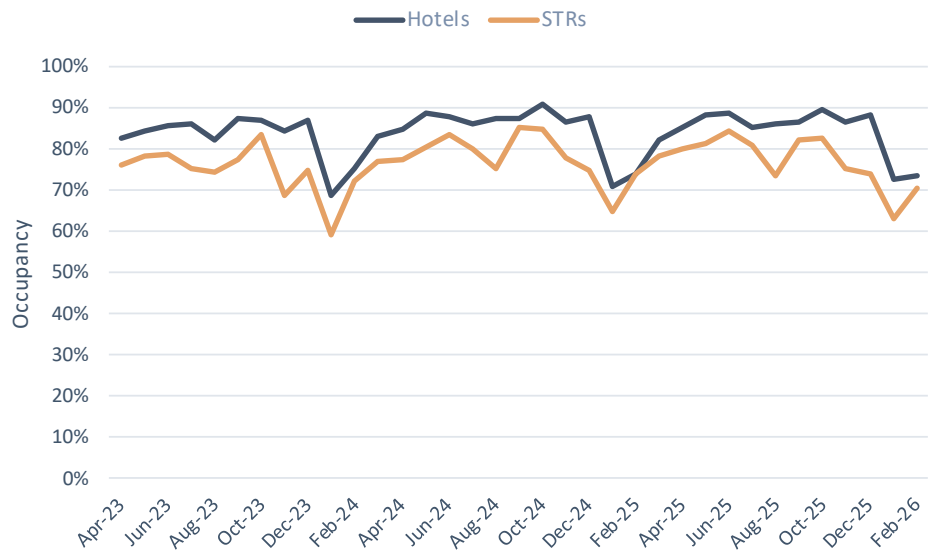


Source: AirDNA as Summarized by HVS



The figure below compares monthly hotel occupancy in New York City with occupancy data on STRs from AirDNA from April 2023 to February 2026.

**FIGURE 3-15**  
**MONTHLY OCCUPANCY RATES—STRS VS HOTELS**  
**(APRIL 2023 TO FEBRUARY 2026)**



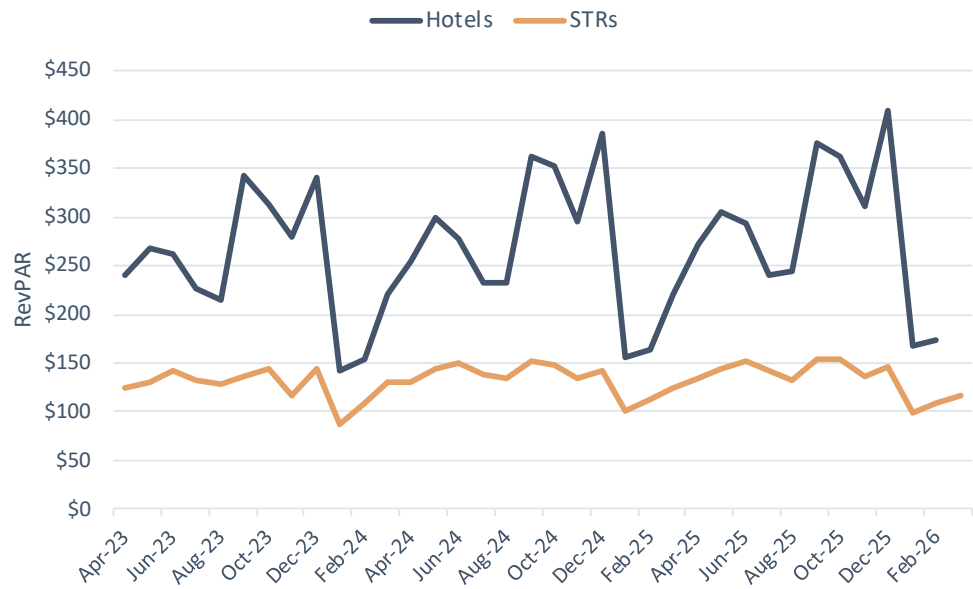
Sources: CoStar; AirDNA; HVS

The occupancy rates for STRs are consistently lower than hotel occupancy rates, but the gap narrows during periods of high occupancy.



The figure below compares monthly RevPAR for City hotels with the AirDNA RevPAR data for STRs from April 2023 to February 2026.

**FIGURE 3-16**  
**MONTHLY REVPAR—STRS VS HOTELS**  
**(APRIL 2023 TO FEBRUARY 2026)**



Sources: CoStar; AirDNA; HVS

The monthly RevPAR for STRs is relatively stable, while hotels are significantly higher during peak demand.



Due to the legal requirement that STRs must be registered in New York City and the uncertainty concerning the amount of Hotel Units Fees Collection from STRs, we utilized the number of registered STRs and the estimated occupancy rate for STRs provided by AirDNA to estimate the number of STRs, as shown in the following figure.

**FIGURE 3-17**  
**SHORT-TERM RENTAL UNITS REGISTERED WITH NEW YORK CITY**

Borough	Registered STRs	Hotel Rooms	Total Rental Units	STRs as % of Total Rental Units
<b>Location</b>				
Brooklyn	1,618	8,704	10,322	15.7%
Queens	952	12,892	13,844	6.9%
Manhattan	401	100,716	101,117	0.4%
Bronx	197	1,477	1,674	11.8%
Staten Island	114	889	1,003	11.4%
<b>Total Registered Units</b>	<b>3,282</b>	<b>124,678</b>	<b>127,960</b>	<b>2.6%</b>
<b>Occupancy</b>	<b>74.4%</b>	<b>73.8%</b>	<b>74.4%</b>	
<b>Average Rented Room Nights</b>	<b>2,441</b>	<b>92,012</b>	<b>95,189</b>	<b>2.6%</b>

Sources: New York City (number of STRs); AIRDNA (STRs occupancy rate); CoStar (hotel rooms and occupancy)

STRs are approximate 2.6% of the lodging market in the City and generate approximately 2.6% of the annual Hotel Unit Fee.

**Conclusion**

The City’s hotel market has shown robust growth in both supply and demand over the last few decades despite occasional disruptions. Past supply growth, however, does not necessarily imply future supply growth. Historically, developers have converted existing hotels into condominiums during periods of high housing demand, thereby lowering supply during periods of slow hotel development. Thus, during certain periods, the City’s hotel supply could decline. Moreover, the lack of available land in Manhattan could raise development costs to prohibitive levels. But the best available industry data provides evidence to the contrary. Despite high land prices in Manhattan, the hotel development pipeline in the City appears robust. Additionally, hotel development has expanded in the other four boroughs, providing more development sites.

In 2025, supply grew by 1.9%, slightly faster than demand (1.6%), resulting in a decrease in the occupancy rate. In the first two months of 2026, demand grew 1.4%, exceeding the 0.3% growth rate in supply. We expect that in the next few years, supply will grow faster than demand as temporarily closed hotels return to the market and new hotels open.



## 4. Hotel Unit Fee and Revenue Projections

This section of the Study reviews historical data on Hotel Unit Fee revenues and presents forecasts of room-night supply and demand. Based on the forecast, HVS estimated future Hotel Unit Fee revenue by Bond Year.

The New York State Hotel Unit Fee was created by Chapter 3 of the Laws of 2004, which added Tax Law § 1104, “Convention Center Hotel Unit Fee.” The full text of Tax Law § 1104 is provided in Appendix A.

Chapter 99 of the Laws of 2025 amended Tax Law § 1104 to extend the Hotel Unit Fee to short-term rental units. As amended, Tax Law § 1104(a) provides that “in addition to any other fee or tax imposed by this article or any other law, on and after April first, two thousand five, there is hereby imposed within the territorial limits of a city with a population of a million or more and there shall be paid a unit fee on every occupancy of a unit in a hotel or short-term rental unit in such city at the rate of one dollar and fifty cents per unit per day.”

### Tax Bulletin ST-331

Tax Bulletin ST-331 (“ST-331”), issued by Taxation and Finance on July 30, 2025, explains the sales tax treatment of hotel and STRs occupancy in New York. ST-331 states that both hotel operators and short-term rental unit operators, as well as booking services that facilitate those rentals, must collect sales tax on occupancy charges when the rental rate exceeds \$2.00 per day. It defines hotels broadly to include properties such as hotels, motels, inns, bed-and-breakfast establishments, ski lodges, and apartment hotels, and defines short-term rental units to include houses, apartments, condominiums, cooperative units, cabins, cottages, bungalows, and similar furnished living units. ST-331 also clarifies that a room remarketer is treated as a hotel operator, while a booking service facilitating short-term rental occupancy has its own collection responsibility.

ST-331 provides that taxable occupancy includes not only the actual use of a room or unit, but also the right to use it, whether the guest ultimately stays in it. The taxable base is the rent charged for occupancy, including amounts retained when a guest fails to appear or does not cancel within the applicable deadline. In addition to state and local sales taxes, ST-331 notes that occupancy in the City is subject to a separate hotel unit fee of \$1.50 per unit per day, which must be separately stated on the invoice and is not itself subject to sales tax. It also distinguishes local occupancy taxes, or bed taxes, imposed by counties, cities, towns, or villages, explaining that local jurisdictions administer these taxes and should likewise be separately shown on the customer’s bill.



A significant portion of ST-331 addresses exceptions and special cases. It explains that, for state and local sales tax purposes, guests become permanent residents after 90 consecutive days of uninterrupted occupancy. In contrast, in New York City, the local sales tax continues until 180 consecutive days have elapsed. Once permanent residency is established, previously collected taxes and the New York City unit fee may be refunded or credited. ST-331 also states that no tax is due on truly complimentary occupancy when no other consideration is given, but tax does apply when a “free” room is provided in exchange for something of value, such as in a group booking arrangement. In addition, certain separately stated charges associated with a stay, such as cleaning, host, pet, parking, transportation, recreation equipment, and extra-person fees, may also be taxable depending on whether they are treated as part of the occupancy charge or as taxable standalone services.

Finally, ST-331 outlines who may claim exemption from the tax. Exempt purchasers include qualifying tax-exempt organizations, government employees traveling on official business, and authorized representatives of veteran’s organizations, provided they furnish the required exemption documentation and satisfy the payment and billing rules set out in ST-331. ST-331 explains that the rental of a place of assembly, such as a meeting room with no sleeping accommodation, is generally not subject to sales tax unless it is rented in conjunction with taxable food or drink service. Taxation and Finance notes that the ST-331 is intended as general guidance in simplified language, is accurate as of the issue date, and is not a substitute for governing law or regulations. The full text of ST-331 is provided in Appendix B.

## Exemptions

Tax exemptions that apply to the Hotel Unit Fee include:

- Permanent residents, occupants of a hotel room for at least 90 consecutive days.
- When the rent per unit is not more than \$2.00 per day.
- Rentals by individuals and organizations exempt from sales tax are also exempt from the Hotel Unit Fee. These organizations include, but are not limited to, New York State and any of its agencies, instrumentalities, public corporations and political subdivisions; the United States of America and its agencies and instrumentalities; the United Nations and any international organizations of which the United States is a member; diplomatic missions and diplomats; organizations organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary or education purposes or to foster national or international amateur sports competition or for the prevention of cruelty to children or animals; certain posts or organizations consisting of past



**Tax Collection and  
Distribution**

or present members of the armed forces of the United States and certain Indian nations or tribes.

Based on a comparison of historical Hotel Unit Fee and CoStar data, we estimate that approximately 8% of occupied room nights were exempt from the Hotel Unit Fee before the COVID-19 pandemic disruptions. See Figure 4-14 in this Study. The Exemption Certificate of Occupancy by Government Employees is provided in Appendix C.

Taxation and Finance administers and collects the Hotel Unit Fee. Hotels and STRs collect the Hotel Unit Fee from guests and remit it to Taxation and Finance, either electronically or quarterly, using form ST 810.5. Most tax filers pay Hotel Unit Fees electronically by the 20<sup>th</sup> of the month following the month in which liability is incurred. By the 12<sup>th</sup> of the following month, Hotel Unit Fee revenues are being distributed to the Corporation. The following figure illustrates the monthly and quarterly payment due and Distribution dates.

**FIGURE 4-1  
COLLECTION AND DISTRIBUTION DATES**

Monthly Filers	
<b>Due Date</b>	20th of the next month or next business day
<b>Distribution</b>	By 12th of the following month
Quarterly Filers	
<b>Quarterly Periods</b>	December 1 through the subsequent February 28th March 1 through May 31 June 1 through August 31st September 1 through November 30th
<b>Due Date</b>	20th of the next month or next business day
<b>Distribution</b>	By 12th of the following month

Source: Taxation and Finance

Hotel Unit Fee receipts received by Taxation and Finance, after subtracting the amount determined by the Commissioner of Taxation and Finance to be necessary to pay the reasonable costs of administering, collecting, and distributing the Hotel Unit Fee, are deposited daily at the direction of the New York State Comptroller in a trust account held by the Comptroller on behalf of the Corporation. On or before the 12<sup>th</sup> day of every month, the Commissioner is required to certify to the Comptroller the amount of receipts of the Hotel Unit Fee received during the prior month. The Comptroller is required to pay the amount so certified to the Chief Fiscal Officer of the Corporation, currently the Treasurer, for deposit in the Convention Center Development Fund.

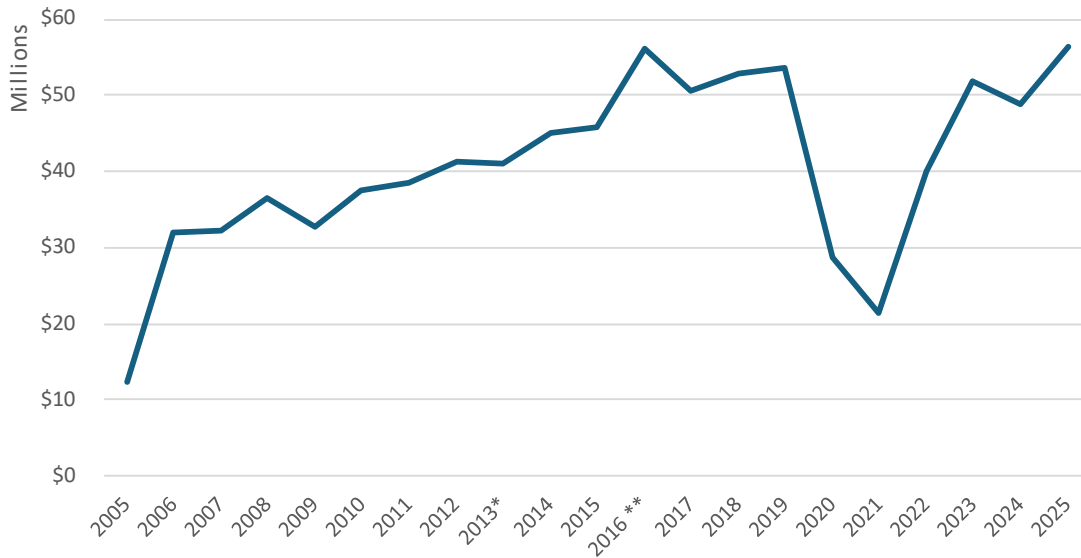


Late payments, penalties, and adjustments to Hotel Unit Fee receipts are made monthly, and these amounts are distributed by the 12<sup>th</sup> of each month.

**Historical Hotel Unit Fee Revenues**

Taxation and Finance provided the historical data for the months in which Hotel Unit Fee revenues are distributed to the Corporation. This included monthly, quarterly, and annual payments, late payments, penalties, and adjustments. The figure below summarizes this data by calendar year.

**FIGURE 4-2  
HISTORICAL HOTEL UNIT FEE DISTRIBUTIONS BY CALENDAR YEAR**



\* Electronic Payments Initiated

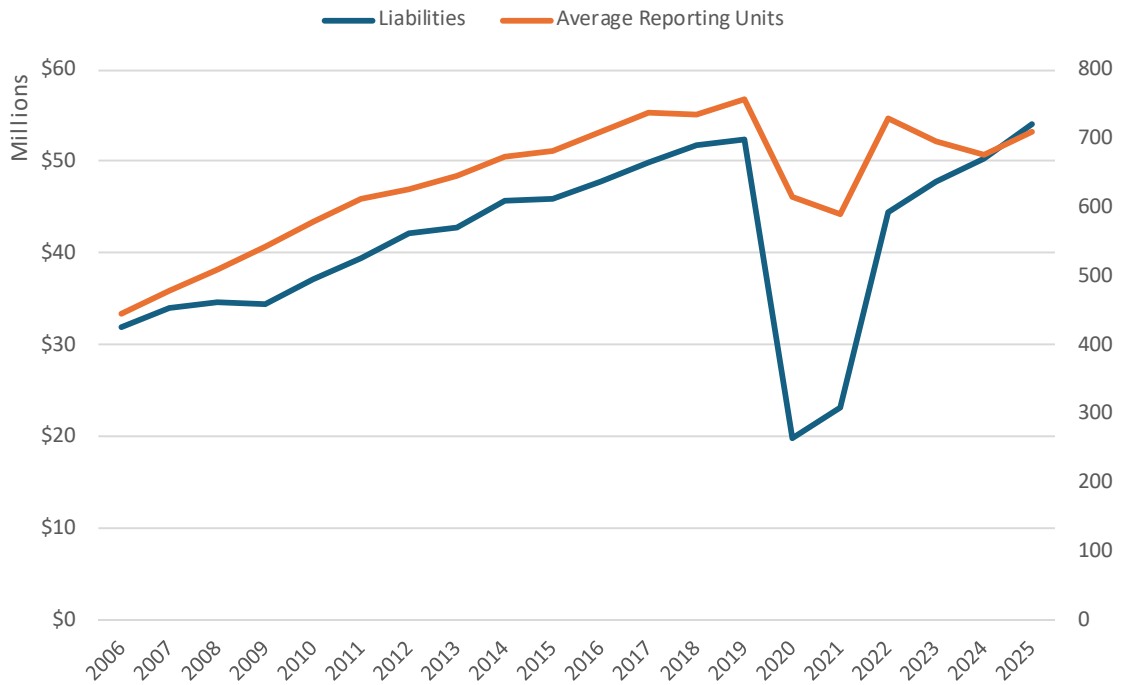
\*\* Monthly payments to CCDC from the State started in August 2016

Source: Taxation and Finance



The figure below shows quarterly Hotel Unit Fee Liabilities along with the number of businesses reporting from the first full year of tax.

**FIGURE 4-3**  
**HISTORY OF REPORTING UNITS AND LIABILITIES**



Source: Taxation and Finance

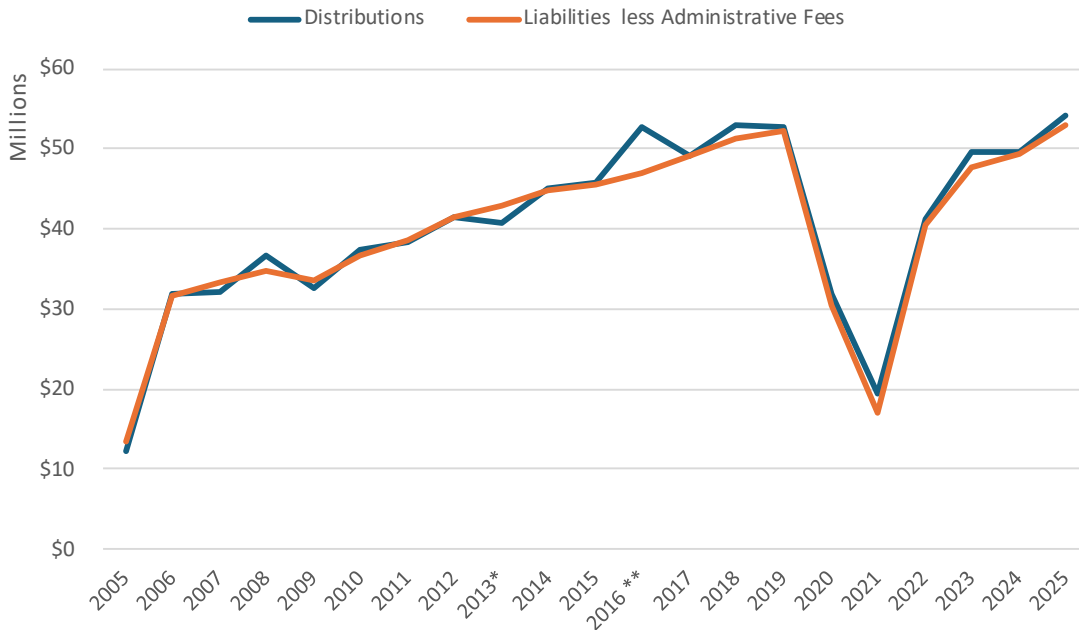
In 2025, approximately 711 businesses reported Hotel Unit Fee revenues. Since some businesses with low amounts of revenue are not required to report quarterly, the number of annual payers may exceed the number that pay in any given quarter.



**The Bond Year**

For this analysis, we present all historical Hotel Unit Fee Liabilities and Distributions, as well as room-night data, for the Bond Year, which begins on November 16 of each year and ends on November 15 of the following year. We aligned the liability data with the CoStar data on available and occupied room nights. The Hotel Unit Fee Distributions include late payments and adjustments, as shown in the figure below.

**FIGURE 4-4**  
**HOTEL UNIT FEE LIABILITIES NETTED OF ADMINISTRATIVE CHARGES AND DISTRIBUTION BY BOND YEAR**



\* Electronic Payments Initiated

\*\* Monthly payments to CCDC from the State started in August 2016

Sources: HVS; Taxation and Finance

Taxation and Finance, Office of Tax Policy Analysis, Technical Services Division issued TSB-M-05(2)S, which states “The amendments relating to the imposition of the Hotel Unit Fee also provide that the imposition of the fee will terminate after all bonds secured in whole or in part by the fee have been fully paid, discharged, or have been deemed to be paid, together with interest thereon and interest on unpaid installments of interest.” Consequently, we assume that Hotel Unit Fee revenues will be available for payment of debt service throughout the life of the Existing and Refunding Bonds.



**Hotel Unit Fee  
Estimates**

To estimate Hotel Unit Fee revenue, HVS:

- 1) estimated the growth in the supply of available room nights,
- 2) estimated the growth in occupied room nights, and
- 3) based on these two estimates, we calculated the potential Hotel Unit Fee Revenues, reduced them by the percentage exempt from the Hotel Unit Fee, and netted Collection Charges.

**Room Supply Growth  
by Bond Year**

To estimate available room nights, HVS gathered data on the pipeline of new hotels, either planned or under construction. The following figure summarizes the new hotel projects currently under construction or in planning stages. HVS organized the data by borough location.

**FIGURE 4-5  
HOTEL DEVELOPMENT PIPELINE FROM 2026 TO 2030**

Hotel Pipeline	Manhattan	Queens	Brooklyn	Bronx	Staten Island	Total
<b>Properties</b>						
Under Construction	12	11	7	1	0	31
Final Planning	7	2	0	0	0	9
Proposed	7	5	2	0	0	14
<b>Total</b>	<b>26</b>	<b>18</b>	<b>9</b>	<b>1</b>	<b>0</b>	<b>54</b>
<b>Rooms</b>						
Under Construction	3,620	2,056	870	70	0	6,616
Final Planning	1,489	1,478	0	0	0	2,967
Proposed	2,229	2,829	600	0	0	5,658
<b>Total</b>	<b>7,338</b>	<b>6,363</b>	<b>1,470</b>	<b>70</b>	<b>0</b>	<b>15,241</b>

Source: CoStar

Over 54 hotel projects are under construction or in a planning phase in all five boroughs of the City from 2026 to 2030. These projects represent 15,241 potential new hotel rooms.



HVS used the new hotel supply shown in Figure 4-5 for properties that would open through 2030. The figure below shows the number of hotels and hotel rooms in the pipeline for each borough by year.

**FIGURE 4-6  
HOTEL DEVELOPMENT PIPELINE**

	Manhattan	Queens	Brooklyn	Bronx	Staten Island	Total
<b>Properties</b>						
2026	8	5	5	0	0	18
2027	5	6	2	1	0	14
2028	5	5	1	0	0	11
2029	6	2	1	0	0	9
2030	2	0	0	0	0	2
<b>Total</b>	<b>26</b>	<b>18</b>	<b>9</b>	<b>1</b>	<b>0</b>	<b>54</b>
<b>Rooms</b>						
2026	1,590	810	713	0	0	3,113
2027	2,160	1,146	157	70	0	3,533
2028	711	2,774	500	0	0	3,985
2029	1,922	1,633	100	0	0	3,655
2030	955	0	0	0	0	955
<b>Total</b>	<b>7,338</b>	<b>6,363</b>	<b>1,470</b>	<b>70</b>	<b>0</b>	<b>15,241</b>

Source: CoStar

All of the projects shown in the figure above may not reach completion. We assume that all projects currently under construction or in advanced planning stages will be completed, but some projects in the planning stages will not open. Based on the timing of their openings, we calculated the number of available room nights that will come online each year. The figure below shows the forecast for hotels under development, based on assumptions about the likelihood of their completion.

**FIGURE 4-7  
PROBABLE NEW HOTEL ROOM SUPPLY**

Calendar Year	Hotels Under Development & Planning			Rooms Under Development & Planning			Probable New Rooms			Total
	Under Construction	Final Planning	Proposed	Under Construction	Final Planning	Proposed	Under Construction 100%	Final Planning 75%	Proposed 50%	
2026	18	0	0	3,113	0	0	3,113	0	0	3,113
2027	12	2	0	3,325	208	0	3,325	156	0	3,481
2028	1	3	7	178	1,602	2,205	178	1,202	1,103	2,482
2029	0	3	6	0	657	2,998	0	493	1,499	1,992
2030	0	1	1	0	500	455	0	375	228	603
<b>Total</b>	<b>31</b>	<b>9</b>	<b>14</b>	<b>6,616</b>	<b>2,967</b>	<b>5,658</b>	<b>6,616</b>	<b>2,225</b>	<b>2,829</b>	<b>11,670</b>

Sources: CoStar; HVS



While we have taken steps to investigate proposed hotel projects and their status, the nature of real estate development makes it impossible to predict with certainty which hotels will open in the future.

The figure below shows hotels that are temporarily closed and are forecast to return to the lodging market, be converted, or be demolished.

**FIGURE 4-8**  
**TEMPORARILY CLOSED HOTELS**

Calendar Year	Hotel Rooms Returning to Market	Hotel Rooms Converted or Demolished	Total Temporarily Closed Hotels
2026	1,860	1,860	3,720
2027	1,860	1,860	3,720
2028	1,860	1,860	3,720
<b>Total</b>	<b>5,579</b>	<b>5,579</b>	<b>11,159</b>

Sources: CoStar (temporarily closed hotels); HVS (percentage breakdown)

**Forecast of Room Night Supply**

By 2028, we estimate that approximately 5,600 temporarily closed hotel rooms will return to the lodging market. Additionally, nearly 11,700 new rooms will enter the market, bringing the total increase in supply to 17,300.

We forecast that hotel room night supply will increase at an accelerated pace through 2031, driven by new market entrants and the reopening of temporarily closed properties. Afterward, growth is expected to moderate to a CAGR of 1.25% through 2045, after which we lower the growth rate to 1.00%. Our long-term supply forecast beyond 2030 reflects the impact of legislation affecting both the hotel and short-term rental markets, including Local Law 97, the Hotel Text Amendment, the Safe Hotels Act, and Local Law 18, as discussed in Chapter 3.

**Forecast of Room Night Demand Growth**

In the short term, continued economic growth, hotels temporarily closed returning to the market, and new supply will drive growth, allowing occupied room nights to increase. We forecast that occupied room nights will increase at a CAGR of 1.50% over the next ten years, driven by growth in room night supply. Thereafter, demand growth is projected to moderate to a CAGR of 1.00% as occupancy reaches approximately 82%, consistent with recent levels and reflecting alignment with forecasted supply growth. Beginning in 2036, both supply and demand are expected to grow at a CAGR of 1.25% until 2046, when we lower it to 1.00%, reflecting anticipated constraints on future supply expansion. The figure below presents projections of available and occupied room nights by Bond Year.



**FIGURE 4-9**  
**PROJECTED ROOM SUPPLY, DEMAND, AND OCCUPANCY FOR HOTELS IN THE CITY**

Bond Year	Room Night Supply (000's)	Annual Change	Occupancy	Room Night Demand (000's)	Annual Change
2024 *	44,202		84%	37,203	
2025 *	45,009	1.83%	85%	38,094	2.40%
2026	45,611	1.34%	85%	38,603	1.33%
2027	47,309	3.72%	83%	39,182	1.50%
2028	49,121	3.83%	81%	39,770	1.50%
2029	50,382	2.57%	80%	40,366	1.50%
2030	50,918	1.06%	80%	40,972	1.50%
2031	51,296	0.74%	81%	41,586	1.50%
2032	51,937	1.25%	81%	42,210	1.50%
2033	52,586	1.25%	81%	42,843	1.50%
2034	53,243	1.25%	82%	43,486	1.50%
2035	53,909	1.25%	82%	44,138	1.50%
2036	54,583	1.25%	82%	44,718	1.31%
2037	55,265	1.25%	82%	45,277	1.25%
2038	55,956	1.25%	82%	45,843	1.25%
2039	56,655	1.25%	82%	46,416	1.25%
2040	57,364	1.25%	82%	46,996	1.25%
2041	58,081	1.25%	82%	47,584	1.25%
2042	58,807	1.25%	82%	48,179	1.25%
2043	59,542	1.25%	82%	48,781	1.25%
2044	60,286	1.25%	82%	49,391	1.25%
2045	61,040	1.25%	82%	50,008	1.25%
2046	61,745	1.16%	82%	50,540	1.06%
2047	62,362	1.00%	82%	51,046	1.00%
2048	62,986	1.00%	82%	51,556	1.00%
2049	63,616	1.00%	82%	52,072	1.00%
2050	64,252	1.00%	82%	52,592	1.00%
2051	64,894	1.00%	82%	53,118	1.00%
2052	65,543	1.00%	82%	53,650	1.00%
2053	66,199	1.00%	82%	54,186	1.00%
2054	66,861	1.00%	82%	54,728	1.00%
2055	67,529	1.00%	82%	55,275	1.00%
2056	68,205	1.00%	82%	55,828	1.00%
<b>CAGR from 2025 to 2056</b>		<b>1.35%</b>			<b>1.24%</b>

\* CoStar as adjusted by HVS to remove Composite Property



The 2024 and 2025 estimates of available STRs were based on the number of units registered with the City as of January 2026. The State was unable to provide historical Distributions of the Hotel Unit Fee revenues from STRs; therefore, we utilized the estimated occupancy rates provided by AirDNA. For the STR forecast, we applied a CAGR of 1.50% to both supply and demand through 2036, reduced the growth rate to 1.25% through 2046, and then further to 1.00% thereafter. The demand growth rates are consistent with those used in our hotel room-night demand forecast. The full text of the Registration and Requirements for Short-Term Rentals is provided in Appendix D. The figure below shows our projections for STRs room supply and demand.



**FIGURE 4-10  
PROJECTED SUPPLY, DEMAND, AND OCCUPANCY FOR STRS IN THE CITY**

Bond Year	STRs Room		Occupancy **	STRs Room	
	Night Supply (000's)	Annual Change		Night Demand (000's)	Annual Change
2024 *	1,198		74%	891	
2025 *	1,198	0.00%	74%	891	0.00%
2026	1,207	0.76%	74%	898	0.76%
2027	1,225	1.50%	74%	911	1.50%
2028	1,243	1.50%	74%	925	1.50%
2029	1,262	1.50%	74%	939	1.50%
2030	1,281	1.50%	74%	953	1.50%
2031	1,300	1.50%	74%	967	1.50%
2032	1,320	1.50%	74%	982	1.50%
2033	1,340	1.50%	74%	997	1.50%
2034	1,360	1.50%	74%	1,012	1.50%
2035	1,380	1.50%	74%	1,027	1.50%
2036	1,398	1.31%	74%	1,040	1.31%
2037	1,416	1.25%	74%	1,053	1.25%
2038	1,433	1.25%	74%	1,066	1.25%
2039	1,451	1.25%	74%	1,080	1.25%
2040	1,469	1.25%	74%	1,093	1.25%
2041	1,488	1.25%	74%	1,107	1.25%
2042	1,506	1.25%	74%	1,121	1.25%
2043	1,525	1.25%	74%	1,135	1.25%
2044	1,544	1.25%	74%	1,149	1.25%
2045	1,564	1.25%	74%	1,163	1.25%
2046	1,580	1.06%	74%	1,176	1.06%
2047	1,596	1.00%	74%	1,187	1.00%
2048	1,612	1.00%	74%	1,199	1.00%
2049	1,628	1.00%	74%	1,211	1.00%
2050	1,644	1.00%	74%	1,223	1.00%
2051	1,661	1.00%	74%	1,236	1.00%
2052	1,677	1.00%	74%	1,248	1.00%
2053	1,694	1.00%	74%	1,260	1.00%
2054	1,711	1.00%	74%	1,273	1.00%
2055	1,728	1.00%	74%	1,286	1.00%
2056	1,745	1.00%	74%	1,299	1.00%
<b>CAGR from 2025 to 2056</b>		1.22%			1.22%

\* STRs room night supply based on STRs registered with the City in January 2026  
 \*\* Occupancy is based on Data provided by AirDNA



The following figure shows forecasts of supply, demand, occupancy levels, and Hotel Unit Fee revenues on a Bond Year basis for both hotels and STRs for Bond Years 2026 through 2056. The Collection Charges were based on the average percentage incurred over the two-years period ending March 2026.

**FIGURE 4-11**  
**PROJECTED ROOM & STR SUPPLY, DEMAND, OCCUPANCY RATE, HOTEL UNIT FEE, AND COLLECTION CHARGES**

Bond Year	Hotel & STRs Room Night Supply (000's)	Annual Change	Occupancy	Hotel & STRs Room Night Demand (000's)	Annual Change	Taxable Room Night Demand	Hotel Unit Fee Revenue (\$000's)	Growth Hotel Unit Fee Revenue	State Collection Charges (\$000's)	Net Hotel Unit Fee Revenue (\$000's)	Change in Hotel Unit Fee
2024 *	45,400		84%	38,094		86.9%	\$49,673		\$169	\$49,504	
2025 *	46,207	1.78%	84%	38,986	2.34%	90.9%	53,135	6.97%	181	52,954	6.97%
2026 *	46,818	1.32%	84%	39,501	1.32%	93.5%	55,421	4.30%	188	55,233	4.30%
2027	48,534	3.67%	83%	40,093	1.50%	93.5%	56,252	1.50%	191	56,061	1.50%
2028	50,364	3.77%	81%	40,695	1.50%	93.5%	57,096	1.50%	194	56,902	1.50%
2029	51,644	2.54%	80%	41,305	1.50%	93.5%	57,953	1.50%	197	57,756	1.50%
2030	52,199	1.07%	80%	41,925	1.50%	93.5%	58,822	1.50%	200	58,622	1.50%
2031	52,596	0.76%	81%	42,554	1.50%	93.5%	59,704	1.50%	203	59,501	1.50%
2032	53,257	1.26%	81%	43,192	1.50%	93.5%	60,600	1.50%	206	60,394	1.50%
2033	53,926	1.26%	81%	43,840	1.50%	93.5%	61,509	1.50%	209	61,300	1.50%
2034	54,603	1.26%	81%	44,497	1.50%	93.5%	62,432	1.50%	212	62,219	1.50%
2035	55,289	1.26%	82%	45,165	1.50%	93.5%	63,368	1.50%	215	63,153	1.50%
2036	55,981	1.25%	82%	45,758	1.31%	93.5%	64,201	1.31%	218	63,982	1.31%
2037	56,681	1.25%	82%	46,330	1.25%	93.5%	65,003	1.25%	221	64,782	1.25%
2038	57,389	1.25%	82%	46,909	1.25%	93.5%	65,816	1.25%	224	65,592	1.25%
2039	58,107	1.25%	82%	47,496	1.25%	93.5%	66,638	1.25%	227	66,412	1.25%
2040	58,833	1.25%	82%	48,090	1.25%	93.5%	67,471	1.25%	229	67,242	1.25%
2041	59,568	1.25%	82%	48,691	1.25%	93.5%	68,315	1.25%	232	68,082	1.25%
2042	60,313	1.25%	82%	49,299	1.25%	93.5%	69,169	1.25%	235	68,933	1.25%
2043	61,067	1.25%	82%	49,916	1.25%	93.5%	70,033	1.25%	238	69,795	1.25%
2044	61,830	1.25%	82%	50,539	1.25%	93.5%	70,909	1.25%	241	70,668	1.25%
2045	62,603	1.25%	82%	51,171	1.25%	93.5%	71,795	1.25%	244	71,551	1.25%
2046	63,325	1.15%	82%	51,716	1.06%	93.5%	72,559	1.06%	247	72,312	1.06%
2047	63,958	1.00%	82%	52,233	1.00%	93.5%	73,284	1.00%	249	73,035	1.00%
2048	64,598	1.00%	82%	52,755	1.00%	93.5%	74,017	1.00%	252	73,766	1.00%
2049	65,244	1.00%	82%	53,283	1.00%	93.5%	74,757	1.00%	254	74,503	1.00%
2050	65,896	1.00%	82%	53,816	1.00%	93.5%	75,505	1.00%	257	75,248	1.00%
2051	66,555	1.00%	82%	54,354	1.00%	93.5%	76,260	1.00%	259	76,001	1.00%
2052	67,221	1.00%	82%	54,898	1.00%	93.5%	77,023	1.00%	262	76,761	1.00%
2053	67,893	1.00%	82%	55,446	1.00%	93.5%	77,793	1.00%	264	77,528	1.00%
2054	68,572	1.00%	82%	56,001	1.00%	93.5%	78,571	1.00%	267	78,304	1.00%
2055	69,257	1.00%	82%	56,561	1.00%	93.5%	79,357	1.00%	270	79,087	1.00%
2056	69,950	1.00%	82%	57,127	1.00%	93.5%	80,150	1.00%	273	79,878	1.00%
<b>CAGR from 2025 to 2056</b>		<b>1.35%</b>			<b>1.24%</b>			<b>1.33%</b>	<b>1.33%</b>		<b>1.33%</b>

\* Hotel Unit Fee revenue through February 2026 is based on the quarterly Hotel Unit Fee Liability amounts provided by Taxation and Finance

Under the assumption applied in this analysis, Hotel Unit Fee revenues could grow from \$53.0 million in 2025 to \$79.9 million in 2056. The forecasted CAGR for the Hotel Unit Fee of 1.33% from 2025 to 2056 is significantly below the historical CAGR in room night demand from 1987 to 2025 of 2.3%.

These Hotel Unit Fee revenue estimates show growth over the life of the Existing and Refunding Bonds. Historical events demonstrate that unpredictable economic cycles, geopolitical events, and other exogenous factors will cause actual revenues to differ



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from these projections in any given Bond Year. The projections should be viewed as the mid-point of a range of possible outcomes over a multi-year period rather than relying on projections for any one year.



## 5. Risk Factors

In this section, we discuss several of the most important potential risk factors that could significantly affect the revenue projections shown in this Study.

This report has been prepared during a period of significant uncertainty stemming from changes in U.S. policies affecting both domestic and global economies. The projections presented herein for the Hotel Unit Fee are based on assumptions regarding future growth in supply, demand, and pricing. Actual conditions may differ materially from these assumptions, and such differences could affect financial performance and the availability of funds. All projections are subject to known and unknown risks, several of which are summarized below.

### Market Risks

The performance of the hotel market is closely tied to local and national economic conditions. Consumer spending on hotels is inherently cyclical and sensitive to broader economic trends. While the analysis assumes stable long-term growth, actual annual performance may vary depending on the stage of the business cycle.

Recent volatility in U.S. and global markets—largely driven by evolving federal policies—has increased uncertainty. Factors such as tariffs, inflationary pressures, potential disruptions to international trade and travel, and ongoing supply chain challenges may increase operating and development costs. Additionally, changes in immigration policy could constrain labor availability, particularly for entry-level positions.

In the near term, continued volatility is anticipated. Risks such as inflation, unemployment, and recession remain possible, though their magnitude and duration are uncertain. Over the long term, the events industry has historically demonstrated resilience following major disruptions, including the September 11 attacks, the Great Recession, and the COVID-19 pandemic. This analysis assumes a similar recovery trajectory following the current period of uncertainty.

### Environmental Risks

Climate change poses a long-term and severe risk to the health of the US and International economies. Scientists have observed increased coastal flooding due to rising sea levels, the increased frequency and severity of storms, population displacement, interruptions in water and food supply chains, and other consequences of climate change, and have definitively concluded that these impacts are the direct result of human activity. Furthermore, scientists have predicted that these impacts will become increasingly more severe unless immediate action is taken to reduce carbon pollution and the emissions of other greenhouse gases that contribute to global



warming. Given the uncertainty regarding the extent to which the negative economic impacts of climate change would affect New York City tourism, this Study does not consider such impacts.

**Geopolitical Risk**

Geopolitical developments, including international conflicts and shifting policy environments, may adversely affect economic conditions and industry performance. These risks are inherently difficult to predict but may contribute to market instability and reduced demand.

**Pandemic Risk**

Future epidemics or pandemics could significantly disrupt the lodging industry. Past outbreaks such as Ebola and SARS were relatively short-lived, but the COVID-19 pandemic has had lasting economic and social impacts. Future epidemics or pandemics may have long-term and broad economic impacts, including potential recessions that extend beyond the immediate health crisis.

**Inflation Risk**

The projections assume certain long-term inflation rates; however, actual inflation may differ from these rates. Sustained higher-than-expected inflation could increase costs and affect overall financial performance.

**Public Policy Risk**

Government policy and public-sector management decisions may influence the operating environment, particularly regarding public safety, infrastructure investment, and regulatory conditions. Continued investment in infrastructure and effective governance are important factors supporting the hotel industry.

Continued investment in tourism infrastructure is also essential to the hotel industry in the City. Ongoing support of the City’s primary marketing organization, NYC & Company, is one indicator of the City’s commitment to the tourism industry. While it is difficult to predict the policy stances of future administrations and public managers, the local hotel community has historically benefited from a tradition of broad public support for the tourism industry.

**Labor and Cost Risk**

Labor availability and wage pressures remain ongoing concerns, although conditions have improved since the peak of the COVID-19 pandemic. While inflation has supported revenue growth in some markets, it has also increased operating expenses, placing pressure on operating margins.

**Supply Risk**

Limitations on the ability to expand hotel supply in the City pose another risk. This risk incorporates three factors that place downward pressure on hotel supply: 1) the limited availability of land for new hotel developments, 2) the potential conversion of existing hotels into other uses, such as condominiums, and the increase in government regulation that reduces potential hotel sites and increases operating costs.



## Conclusion

The Hotel Unit Fee is the primary source of revenue for the Corporation that supports debt service on the Existing and Refunding Bonds. The Hotel Unit Fee provides a stable revenue stream because it relies on hotel and STR occupancy rather than gross hotel room revenues. While some significant risks to the subject revenue stream remain, HVS attempts to account for these risks to the extent possible.



## 6. Statement of Assumptions and Limiting Conditions

1. This Study is to be used in whole and not in part.
2. No responsibility is assumed for matters of a legal nature.
3. All information, estimates, and opinions obtained from parties not employed by HVS are assumed to be true and correct. We can assume no liability resulting from misinformation.
4. We are not required to give testimony or attendance in court because of this analysis without previous arrangements, and only when our standard per diem fees and travel costs are paid prior to the appearance.
5. If the reader is making a fiduciary or individual investment decision and has any questions concerning the material presented in this Study, it is recommended that the reader contacts us.
6. We take no responsibility for any events or circumstances that take place after the date of this Study.
7. Many of the figures presented in this Study were generated using sophisticated computer models that make calculations based on numbers carried out to three or more decimal places. In the interest of simplicity, most numbers have been rounded and may be subject to small rounding errors.
8. It is agreed that our liability to the client is limited to the amount of the fee paid as liquidated damages. Our responsibility is limited to the client, and use of this Study by third parties shall be solely at the risk of the client and/or third parties. The use of this Study is also subject to the terms and conditions set forth in our engagement letter with the client.
9. This Study was prepared by HVS Convention, Sports & Entertainment Facilities Consulting, a division of HVS Global Hospitality Services. All opinions, recommendations, and conclusions expressed during the course of this assignment are rendered by the staff of these two organizations, as employees, rather than as individuals.
10. HVS is not a municipal advisor, and HVS is not subject to the fiduciary duty set forth in section 15B(c)(1) of the Act (15 U.S.C. 78o-4(c)(1)) with respect to the municipal financial product or issuance of municipal securities. The reader is advised that any actual issuance of debt would be done under the advice of bond counsel and financial advisors. The financial advisor would provide advice



concerning the specific structure, timing, expected interest cost, and risk associated with any government loan or bond issue. Potential investors should not rely on representations made in this Study with respect to the issuance of municipal debt.

11. This Study is set forth as a Hotel Unit Fee revenue projection; this is not an appraisal report.



## 7. Certification

We, the undersigned, hereby certify:

1. that the statements of fact presented in this Study are true and correct to the best of our knowledge and belief;
2. that the reported analyses, opinions, and conclusions presented in this Study are limited only by the assumptions and limiting conditions set forth, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions;
3. that Brian Harris and Thomas Hazinski personally conducted the analysis and reviewed the findings;
4. that we have no personal interest or bias with respect to the subject matter of this Study or the parties involved;
5. that this Study sets forth all of the limiting conditions (imposed by the terms of this assignment) affecting the analyses, opinions, and conclusions presented herein;
6. that the fee paid for the preparation of this Study is not contingent upon our conclusions, or the occurrence of a subsequent event directly related to the intended use of this Study;
7. that our engagement in this assignment was not contingent upon developing or reporting predetermined results; and
8. that no one other than those listed above and the undersigned prepared the analyses, conclusions, and opinions concerning the real estate that are set forth in this Study.

Tom Hazinski and Brian Harris participated in the analysis.

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Thomas Hazinski, MPP  
Managing Director

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Brian Harris  
Senior Director



## Appendix A - Authorizing Legislation

### N.Y. TAX. LAW § 1104: NY Code - Section 1104: Convention center hotel unit fee

(a) Imposition. In addition to any other fee or tax imposed by this article or any other law, on and after April first, two thousand five, there is hereby imposed within the territorial limits of a city with a population of a million or more and there shall be paid a unit fee on every occupancy of a unit in a hotel in such city at the rate of one dollar and fifty cents per unit per day, except that such unit fee shall not be imposed upon (1) occupancy by a permanent resident or (2) where the rent per unit is not more than at the rate of two dollars per day. (b) Administration and enforcement. The unit fee imposed by this section shall be administered and collected in a like manner as the tax imposed by subdivision (e) of section eleven hundred five of this article. All the provisions of this article (except sections eleven hundred seven, eleven hundred eight and eleven hundred nine), including the definition and exemption provisions, relating to or applicable to the administration, collection and disposition of the tax imposed by subdivision (e) of such section eleven hundred five of this article shall apply to the unit fee imposed by this section so far as such provisions can be made applicable to such unit fee with such limitations as are set forth in this article, and such modifications as are set forth in this section and as may be necessary in order to adopt such language to the unit fee so imposed. Such provisions shall apply with the same force and effect as if the language of those provisions had been incorporated in full in this section and had expressly referred to the unit fee imposed by this section, except to the extent that any provision is either inconsistent with a provision of this section or is not relevant to the unit fee imposed by this section. For purposes of this section, unless a different meaning is clearly required: (1) any reference in this article to the tax or taxes imposed by this article shall be deemed to refer also to the unit fee imposed by this section; and (2) any reference to tax, taxes or sales tax in section eighteen hundred seventeen of this chapter shall be deemed to refer also to the unit fee imposed by this section. (c) Transitional provision. The unit fee imposed by this section shall be paid on any occupancy on or after April first, two thousand five, although such occupancy is pursuant to a prior contract, lease or other arrangement. Where the charge for occupancy is paid on a weekly, monthly or other term basis, the occupancy shall be subject to the unit fee imposed by this section to the extent that it covers any day on or after April first, two thousand five. Where a person occupies a unit for less than a full day and pays less than the rent for a full day, the unit fee due pursuant to this section shall nevertheless be the same amount as would be due had such person occupied the unit for a full day at the rent for a full day. (d) Deposit and disposition of revenue. (1) Notwithstanding any



provision of law to the contrary, the fees, interest and penalties imposed by this section and received by the commissioner, after deducting the amount which the commissioner shall determine to be necessary for reasonable costs to administer, collect and distribute such fees, penalties and interest, shall be deposited daily with such responsible banks, banking houses or trust companies, as may be designated by the comptroller, to the credit of the comptroller, to be held in trust for the convention center development corporation established by chapter thirty-five of the laws of nineteen hundred seventy-nine, as amended. Such an account may be established in one or more of such depositories. Such deposits shall be kept separate and apart from all other money in the possession of the comptroller. The comptroller shall require adequate security from all such depositories. Of the total revenue collected or received under this section, the comptroller shall retain in the comptroller's hands such amount as the commissioner may determine to be necessary for refunds under this section. (2) On or before the twelfth day of each month: (A) after reserving such amount for such refunds and such costs, the commissioner shall certify to the comptroller the amount of all revenues so received during the prior month as a result of the fees, interest and penalties so imposed; and (B) the amount of revenues so certified shall be paid by the comptroller to the chief fiscal officer of the convention center development corporation established by chapter thirty-five of the laws of nineteen hundred seventy-nine, as amended, for disposition in the convention center development fund established by such chapter thirty-five of the laws of nineteen hundred seventy-nine, as amended. (e) Termination of unit fee. (1) At the end of the last day of the month in which all the bonds, secured in whole or in part by such fee, issued by such convention center development corporation, established by chapter thirty-five of the laws of nineteen hundred seventy-nine, as amended, shall have been fully paid and discharged or shall have been deemed to be paid under the resolution authorizing such bonds, together with interest thereon and interest on unpaid installments of interest, the unit fee imposed by this section shall terminate. Despite such termination, the provisions of this section and any regulations promulgated thereunder, including the provisions with respect to assessment, payment, termination, collection and refund of such fees, penalties and interest, the requirements for filing returns, preservation of records and disposition of revenue shall continue in full force and effect with respect to all such fees accrued up to the effective date of such termination. (2) At least ninety days prior to the date that the unit fee is imposed by this section shall have terminated pursuant to paragraph one of this subdivision, the chief executive officer, or such officer's delegate, of such development corporation shall provide written notification to the commissioner of the date by which such unit fee shall have terminated, so that such commissioner can timely notify persons required to collect tax, as defined by subdivision one of section eleven hundred thirty-one of this article, of such termination and take such other steps as are necessary or desirable to administer such termination. Provided that failure by



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such chief executive officer or such officer's delegate to provide such notice shall not affect the termination of such unit fee.



## Appendix B – Tax Bulletin ST-331 – Hotel and Short-Term Rental Unit Occupancy

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**Issued by the State of New York, Department of Taxation and  
Financed**

# **Hotel and Short-Term Rental Unit Occupancy**

**Tax Bulletin ST-331 (TB-ST-331)**

Issue Date: July 30, 2025

## **Introduction**

This bulletin explains how and when to calculate sales tax on the charge for occupancy of a hotel room or short-term rental unit.

A *hotel* is all or a portion of a building that is regularly used and kept open for the lodging of guests, and includes, but is not limited to:

- a hotel
- a motel
- an inn
- a bed and breakfast establishment
- a ski lodge
- an apartment hotel

A *short-term rental unit* is all or a portion of a building used for the lodging of guests, and includes, but is not limited to:

- a house
- an apartment
- a condominium
- a cooperative unit
- a cabin, cottage, or bungalow
- a similar furnished living unit, or
- one or more rooms therein



Hotel and short-term rental unit operators and booking services **must** collect sales tax on the charge for occupancy, when the rental rate is more than \$2.00 per day.

However, a short-term rental unit operator that does **not** use a booking service to facilitate its rentals is **not** required to collect sales tax on the charge for occupancy when the rental unit is its own property and rented for a total of 3 days or less in a calendar year.

A room remarketer (such as an Internet travel site) is considered a hotel operator. For information on room remarketers, see [TSB-M-10\(10\)S, Amendments Affecting the Application of Sales Tax to Rent Received for Hotel Occupancy by Room Remarketers](#).

A booking service that facilitates sales of short-term rental unit occupancy in New York State for an operator **must** collect sales tax on the charge for occupancy of that unit. A booking service does **not** include a room remarketer for purposes of these sales. For more information, see [Sales tax on short-term rental unit occupancy](#).

## Hotel and short-term rental unit occupancy

*Occupancy* is the use or possession, or the right to the use or possession, of a room in a hotel or short-term rental unit.

The rent charged for occupancy is the amount that guests must pay to:

- stay in the hotel room or short-term rental unit; or
- have the right to use the hotel room or short-term rental unit, whether the guest stays or not.

This amount is taxable at the combined state and local sales tax rate. See Tax Bulletin [Sales Tax Rates, Additional Taxes, and Fees \(TB-ST-825\)](#). If a hotel or short-term rental unit operator or booking service keeps any amount of the rent charged for occupancy when a guest does not show up or does not cancel a reservation within the time set by the operator or booking service, that amount is taxable as a charge for occupancy.

## New York City unit fee

In addition to the state and local sales taxes on occupancy, operators and booking services must also charge a *unit fee* of \$1.50 per unit per day of occupancy in New York City. The New York City unit fee is **not** subject to state and local sales taxes.



The customer's invoice must separately show the taxes and, if applicable, the New York City unit fee.

### Local occupancy taxes (bed taxes)

Certain localities, such as counties, cities, towns, or villages, charge an additional tax on occupancy commonly known as a *bed tax*. These local bed taxes are **not** subject to state and local sales taxes. The customer's bill must show an applicable bed tax as a separate charge.

New York State does **not** administer local bed taxes. For information on a local bed tax, contact the locality where the hotel or short-term rental unit is located.

### Other charges

Some hotels, short-term rental unit operators, and booking services may charge separate:

- parking or transportation services fees
- rental fees for recreation equipment, such as beach chairs and golf carts
- service fees
- host fees
- cleaning fees
- pet fees
- fees for extra people

These charges may be taxable as part of the charge for occupancy, or may be subject to tax as standalone services. See [Products, services, and transactions subject to sales tax](#).

### Permanent residents

No sales tax is due from guests who are considered permanent residents. To be a permanent resident, a guest must stay in the hotel or short-term rental unit for at least 90 consecutive days without interruption. In New York City, the **local** sales tax applies until a guest has stayed for at least 180 consecutive days.

Until permanent residency is established, hotels, short-term rental unit operators, and booking services **must** charge state and local sales tax and the New York City unit fee, if applicable, as shown below.



## Outside New York City

Days of occupancy	Tax imposed
1–90	State and local sales tax

## Within New York City

Days of occupancy	Tax imposed
1–90	State and local sales tax, and unit fee
91–180	Local sales tax

Once permanent residency is established, the hotel, short-term rental unit operator, or booking service may credit the guest's account or refund the tax and unit fee already paid. If they do not credit or refund the tax and unit fee if applicable, the guest can apply directly to New York State for a refund. See Tax Bulletin [How to Apply for a Refund of Sales and Use Tax \(TB-ST-350\)](#).

A business can also qualify as a permanent resident when renting a hotel room or short-term rental unit if:

- the rental is for its employees' or clients' use;
- it is paying the charge for occupancy and any employee, customer, client, or other person who physically occupies the hotel room or short-term rental unit will **not** reimburse the business; and
- it rents the hotel room or short-term rental unit for at least 90 consecutive days (or at least 180 consecutive days in New York City for the local sales tax).

The customer does **not** have to be in the same room within the hotel or short-term rental unit to meet the 90- or 180-day requirement, as applicable.

## Complimentary occupancy

When a guest is allowed to stay for no charge and does not provide other consideration, no sales tax is due.

**Example:** *A guest reserves a suite for a family of five at a hotel. Due to a reservation error, the suite is not available when the family checks in. The family is given a standard room with two double beds and a cot for the night. The hotel chooses to*



*provide the room at no charge because of the inconvenience. This complimentary room is not taxable because it is not provided in exchange for other consideration.*

If the stay is complimentary but the guest provides other consideration, the normal charge for the occupancy is taxable.

**Example:** *An organization reserves a block of rooms at a group rate for a function. As part of the arrangement, the hotel agrees to give the organizer a complimentary room. This complimentary room is provided in exchange for other consideration, and sales tax is due on the normal rental charge.*

Employee lodging is handled the same way as other complimentary lodging. If the employee does not provide any cash or other consideration, and the value of the lodging is not income for purposes of the employee's federal or state income taxes, no tax is due on the value of the lodging.

## Exempt purchasers

A charge for occupancy is **not** taxable if the purchaser:

- is exempt from sales tax, and
- gives the operator or booking service a properly completed exemption certificate ([Form ST-121](#), *Exempt Use Certificate*).

A purchaser that is exempt from the sales tax on occupancy is also exempt from the New York City unit fee.

## Exempt organizations

Certain exempt organizations, such as religious groups, youth sports groups, and charitable organizations, can purchase occupancy without paying sales tax. To qualify for the exemption, the group must:

- have been issued Form ST-119, *Exempt Organization Certificate*, by the Tax Department and give the operator or booking service a properly completed Form ST-119.1, *Exempt Organization Exempt Purchase Certificate*;
- be identified on the bill or invoice for occupancy along with the individual occupant; and
- be the direct payer of record and pay directly from the funds of the organization, such as with a check from the organization, or the organization's



credit card, cash or other funds (if the employee or representative pays the bill with a personal check, personal credit card, or other personal funds, the exemption does not apply).

## Government employees

Employees of the federal government (including military personnel) and New York State and its political subdivisions who occupy hotel rooms or short-term rental units while traveling on official business are **not** subject to sales tax. The government employee or representative must give the operator or booking service a properly completed [Form ST-129](#), *Exemption Certificate for Occupancy by Government Employees*.

## Veterans posts

Authorized representatives of veterans posts or organizations establish their exemption from sales tax by furnishing the operator or booking service with a properly completed [Form ST-119.5](#), *Exemption Certificate for Occupancy by Veterans Organizations*.

## Places of assembly

A *place of assembly* is a room or suite of rooms:

- to be used for purposes such as education, recreation, amusement, business, or religious meetings; and
- that contains no sleeping accommodations and is not intended to be used as sleeping or living quarters.

The rental of a place of assembly is **not** subject to sales tax. However, the rental of a place of assembly in conjunction with the sale of food or drink is generally subject to tax. See Tax Bulletin [Caterers and Catering Services \(TB-ST-110\)](#).

Note: A Tax Bulletin is an informational document designed to provide general guidance in simplified language on a topic of interest to taxpayers. It is accurate as of the date issued. However, taxpayers should be aware that subsequent changes in the Tax Law or its interpretation may affect the accuracy of a Tax Bulletin. The information provided in this document does not cover every situation and is not intended to replace the law or change its meaning.



Convention, Sports & Entertainment  
Facilities Consulting  
Chicago, Illinois

## Appendix C - Exemption Certificate ST-129

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Department of Taxation and Finance

**New York State and Local Sales and Use Tax  
Exemption Certificate for Occupancy  
By Government Employees**

**ST-129**  
(3/25)

**This form may only be used by government employees of the United States, New York State, or political subdivisions of New York State.**

Name of hotel, short-term rental unit operator, or booking service		Date of occupancy			
		From:		To:	
Address (number and street)	City	State	ZIP code	Country	

**Certification:** I certify that I am an employee of the department, agency, or instrumentality of New York State, the United States government, or the political subdivision of New York State indicated below; that the charges for the occupancy of the above business on the dates listed have been or will be paid for by that governmental entity; and that these charges are incurred in the performance of my official duties as an employee of that governmental entity. I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document, and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that the vendor is a trustee for, and on account of, New York State and any locality with respect to any state or local sales or use tax the vendor is required to collect from me; that the vendor is required to collect such taxes from me unless I properly furnish this certificate to the vendor; and that the vendor must retain this certificate and make it available to the Tax Department upon request. I also understand that the Tax Department is authorized to investigate the validity of tax exemptions claimed and the accuracy of any information entered on this document.

Governmental entity (federal, state, or local)		Agency, department, or division			
Employee name (print)	Employee title	Employee signature	Date prepared		

**Instructions**

**Who may use this certificate**

If you are an employee of an entity of New York State or the United States government and you are on official New York State or federal government business and renting a room or rooms in a hotel or short-term rental unit, you may use this form to certify the exemption from paying state-administered New York State and local sales taxes (including the \$1.50 unit fee in New York City).

New York State governmental entities include any of its agencies, instrumentalities, public corporations, or political subdivisions.

Agencies and instrumentalities include any authority, commission, or independent board created by an act of the New York State Legislature for a public purpose. Examples include:

- New York State Department of Taxation and Finance
- New York State Department of Education

Public corporations include municipal, district, or public benefit corporations chartered by the New York State Legislature for a public purpose or in accordance with an agreement or compact with another state. Examples include:

- Empire State Development Corporation
- New York State Canal Corporation
- Industrial Development Agencies and Authorities

Political subdivisions include counties, cities, towns, villages, and school districts.

The United States of America and its agencies and instrumentalities are also exempt from paying New York State sales tax. Examples include:

- United States Department of State
- Internal Revenue Service

Other states of the United States and their agencies and political subdivisions **do not** qualify for sales tax exemption. Examples include:

- the city of Boston
- the state of Vermont

**To the government representative or employee renting the room or rooms in a hotel or short-term rental unit**

Complete all information requested on the form. Provide the completed Form ST-129 to the hotel operator, short-term rental unit operator, or booking service upon booking or check in. You must also provide the

operator or booking service with proper identification. Sign and date the exemption certificate. You may pay your bill with cash, a personal check or credit/debit card, or a government-issued voucher or credit card.

**Note:** If you stay at more than one location while on official business, you must complete an exemption certificate for each location. If you are in a group traveling on official business, each person must complete a separate exemption certificate and give it to the hotel operator, short-term rental unit operator, or booking service.

**To the hotel operator, short-term rental unit operator, or booking service**

Keep the completed Form ST-129 as evidence of exempt occupancy by New York State and federal government employees who are on official business and staying at your place of business. The certificate should be presented to you when the occupant checks in or upon booking.

The certificate must be presented no later than 90 days after the last day of the first period of occupancy. If you accept this certificate after 90 days, you have the burden of proving the occupancy was exempt. You must keep this certificate for at least three years after the later of:

- the due date of the last sales tax return to which this exemption certificate applies; or
- the date when you filed the return.

This exemption certificate is valid if the government employee is paying with one of the following:

- cash
- personal check or credit/debit card
- government-issued voucher or credit card

Do not accept this certificate unless the employee presenting it shows appropriate and satisfactory identification.

**Note:** New York State and the United States government are not subject to locally imposed and administered hotel occupancy taxes, also known as local bed taxes.

**Misuse of this certificate**

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- a penalty equal to 100% of the tax due;
- a \$50 penalty for each fraudulent exemption certificate issued; and
- criminal felony prosecution, punishable by a substantial fine and a possible jail sentence.

**Substantial penalties will result from misuse of this certificate.**



**Privacy notification**

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request for personal information, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our website, or, if you do not have Internet access, call and request Publication 54, Privacy Notification. See Need help? for the Web address and telephone number.

**Need help?**



Visit our website at [www.tax.ny.gov](http://www.tax.ny.gov)

- + get information and manage your taxes online
- + check for new online services and features.

**Telephone assistance**

Sales Tax Information Center:	518-485-2889
To order forms and publications:	518-457-5431
Text Telephone (TTY) or TDD equipment users	Dial 7-1-1 for the New York Relay Service



## Appendix D – Registration and Requirement for Short-Term Rentals

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## Mayor's Office of Special Enforcement

### NOTICE OF ADOPTION OF FINAL RULES GOVERNING REGISTRATION AND REQUIREMENTS FOR SHORT-TERM RENTALS

**NOTICE IS HEREBY GIVEN PURSUANT TO THE AUTHORITY VESTED IN** the Mayor's Office of Special Enforcement ("OSE") by section 1043(e) of the New York City Charter ("City Charter") and Local Law 18 for the year 2022 (sections 26-3101 *et. seq.* and sections 26-3201 *et. seq.* of the Administrative Code of the City of New York), and in accordance with the requirements of section 1043 of the City Charter, that OSE promulgates and adopts Chapter 17 of Title 43 of the Rules of the City of New York, regarding reporting requirements for booking services.

These rules were proposed and published on November 4, 2022, and a public hearing was held on December 5, 2022. A second notice extending public comment period and announcing a second hearing was published December 12, 2022, and a second hearing was held on January 11, 2023.

#### Statement of Basis and Purpose

Local Law 18 for the year 2022 (LL 18), enacted on January 9, 2022, established two new provisions of law: 1) Chapter 31 (sections 26-3101 through 26-3105) of Title 26 ("Housing and Buildings") of the Administrative Code of the City of New York, regarding registration requirements for short-term residential rentals; and 2) Chapter 32 (sections 26-3201 through 26-3203) of Title 26 ("Housing and Buildings") of the Administrative Code of the City of New York, regarding registration verification and reporting requirements for short-term residential rentals. Local Law 18 specified that it was to be administered by the Mayor's Office of Special Enforcement (OSE) unless specified otherwise by mayoral executive order.

Short term rentals of dwelling units (rental for less than 30 days) are prohibited by the Multiple Dwelling Law, the Housing Maintenance Code, and the Construction Codes unless the permanent resident of the dwelling unit is present during the rental. Chapter 31 of Title 26 of the Administrative Code of the City of New York provides for the regulation of such hosted short-term rentals by requiring permanent residents of dwelling units who engage in such rentals to register themselves, the dwelling units they occupy, and their listings with OSE and obtain a short-term rental registration number signifying such registration. Registered hosts will be required to include their short-term rental registration number on all advertisements and offers for short-term rental, and to conspicuously post and maintain, within the dwelling unit, a diagram of normal and emergency exit routes and their short-term rental registration certificate. A registrant will further be required to retain records of their short-term rental transactions and provide such records to OSE upon request. Registration will not be permitted if there are uncorrected violations of law that might imperil occupants of such units, or if the units are in buildings on a prohibited building list.

Chapter 32 of Title 26 of the Administrative Code of the City of New York requires online,

computer, or application-based platforms, or “booking services,” that charge, collect, or receive fees for the use of the platform in connection with short-term rentals to verify, via an electronic verification system maintained by OSE, that a short-term rental transaction is either for a dwelling unit within a class B multiple dwelling on the list of class B multiple dwellings published by OSE, or is associated with a valid short-term rental registration number. Additionally, booking services are required to report booking services public uniform resource locator for the listing or other identifier, and the unique confirmation number obtained from the electronic verification system for such transaction to OSE.

The purpose of this rule is to implement Chapters 31 and 32 of Title 26 of the Administrative Code of the City of New York in accordance with Local Law 18 for the year 2022. Specifically, this rule would:

- Specify the time, manner, and form of applying for and renewing a short-term rental registration;
- Specify the causes for denial of a short-term rental registration;
- Specify the time, manner, and form of submitting changes to information submitted in the application for short-term rental;
- Establish a process for publishing and maintaining a list of buildings prohibited from short-term rental registration;
- Specify the manner and form of posting and maintaining, within the registered dwelling unit, a diagram indicating normal and emergency exit routes for the unit and building, and a copy of the short-term rental registration certificate;
- Specify the manner and form in which short-term rental transaction records must be maintained by registered hosts and provided to the administering agency;
- Provide a schedule of penalties for violations of the law and rules;
- Provide for revocation of registration for failure to comply with law or rules;
- Establish a retention and disposal period for information obtained pursuant to the law;
- Specify the booking services’ requirement and manner of verifying lawful short-term rentals; and
- Specify the time, manner, and form of reporting by the booking services;

OSE revised the proposed rule in response to comments received at the public hearing as well as written comments received during the public comment period. The final rule includes the following changes from the proposed rule:

§21-01 (“Definitions”) – Clarified definition of “Material false statement” to exclude statements of understanding of a law or statements of intention to comply with a law; clarified definition of “rentee” to correct statutory reference

§21-03 (“Short-term rental registration application and approval procedures”) – reduced the burden on applicants by:

- changing the proposed requirement of names and relationships of permanent occupants to a statement of the number of unrelated permanent occupants;
- eliminating submission of a diagram and the date occupancy began from the application requirements;
- allowing for the submission and use of a chosen or preferred name;
- reducing the scope of the requirement to for tenants to provide an entire lease to just the

relevant portions of the lease;  
-expanding acceptable proofs of identity;  
-expanding allowable redaction of proof of residence documents to include personal information of a non-applicant;  
-adding additional sections and clarifying language to list items applicant must certify to understand and agree to comply with;  
-simplifying language regarding applicant understanding of agency obligation to notify owner of dwelling of an application; and  
-removing legal name from the certificate of registration

§21-05 (“Term of registration; Expiration of registration”) – Doubled the registration term from two year to four years

§21-06 (“Amendment of a short-term rental registration”) – tripled the amount of time a registrant has to amend their registration, and added an extenuating circumstance exception

§21-07 (“Renewal of a short-term rental registration”) – doubled amount of time in which registrants can seek renewal before expiration; removed requirement to affirm past compliance with applicable laws

§21-08 (“Denial of a short-term rental registration or renewal”) – minor typographic modification

§21-09 (“Prohibited buildings list”) - minor typographic modification

§21-10 (“Registered host requirements”) – Reduced regulatory burden on registered hosts by:

- reducing requirements of the diagram required to be posted in the unit;
- simplifying language relating to recordkeeping requirements;
- increasing by 50% the amount of time registrants have to respond to records requests; and
- replacing the prohibition relating to rentees having exclusive access with a requirement to maintain a common household, and including statutory references

§21-13 (“Penalties”) –eliminated proposed penalties for false certification of lease requirements and for violation laws related to short-term rentals; clarified that false statements must be material for penalty provision to apply

§22-01 (“Definitions”) – Defined “full legal name” to include a chosen or preferred name accepted for use by the administering agency

§22-02 (“Verification of lawful short-term rentals”) - minor typographic modification; eased compliance requirements on booking services by:

- increasing information contained in the unique confirmation number to allow booking services to know if verification was due to exempt status or registered status;
- changing the minimum reverification period from quarterly to annually;

- removing minimum reverification for verifications demonstrating exemption from the registration requirements;
- increasing the period after expiration in which a booking service must reverify from two days to fifteen days
- tripling the amount of time after which a booking service is presumed to have received a notice of revocation

§22-03 (“Reporting requirements”) – added flexibility for booking services to report transactions in aggregate or individually

§22-04 (“Fees”) – Clarified that the fee for a booking service to use the verification system shall be assessed once per listing per calendar year, not once per listing per verification

§22-05 (“Penalties”) –created “safe harbor” for booking services that accept fees for a short-term rental that began prior to expiration or revocation of the registration

New material is underlined.

[Deleted material is in brackets.]

Asterisks (\*\*\*) indicate unamended text.

“Shall” and “must” denote mandatory requirements and may be used interchangeably, unless otherwise specified or unless the context clearly indicates otherwise.

Section 1. Title 43 of the rules of the city of New York is amended by adding new chapters 21 and 22 to read as follows:

**Chapter 21**

**REQUIRED REGISTRATION OF SHORT-TERM RENTALS**

<b><u>§ 21-01</u></b>	<b><u>Definitions</u></b>
<b><u>§ 21-02</u></b>	<b><u>Short-term rental registration required</u></b>
<b><u>§ 21-03</u></b>	<b><u>Short-term rental registration application and approval procedures</u></b>
<b><u>§ 21-04</u></b>	<b><u>Incomplete applications</u></b>
<b><u>§ 21-05</u></b>	<b><u>Term of registration; Expiration of registration</u></b>
<b><u>§ 21-06</u></b>	<b><u>Amendment of a short-term rental registration</u></b>
<b><u>§ 21-07</u></b>	<b><u>Renewal of a short-term rental registration</u></b>
<b><u>§ 21-08</u></b>	<b><u>Denial of a short-term rental registration or renewal</u></b>
<b><u>§ 21-09</u></b>	<b><u>Prohibited buildings list</u></b>
<b><u>§ 21-10</u></b>	<b><u>Registered host requirements</u></b>
<b><u>§ 21-11</u></b>	<b><u>Privacy and security of information</u></b>
<b><u>§ 21-12</u></b>	<b><u>Retention and disposal of information</u></b>
<b><u>§ 21-13</u></b>	<b><u>Penalties</u></b>
<b><u>§ 21-14</u></b>	<b><u>Revocation</u></b>

**§ 21-01 Definitions**

Administering agency. The term “administering agency” means the Office of Special Enforcement, as established under executive order number 96 for the year 2006, or such other agency as subsequently designated by mayoral executive order.

Booking Service. The term “booking service” has the meaning ascribed to such term by section 26-2101 of the NYC administrative code, as added by local law number 146 for the year 2018.

Building. The term “building” means a building as defined in the New York city construction codes that is located in the city.

Class A multiple dwelling. The term “class A multiple dwelling” shall have the meaning ascribed to such term in the housing maintenance code, except that for the purposes of these rules the term class A multiple dwelling shall also be deemed to include “interim multiple dwelling” as defined in section 281 of the multiple dwelling law.

Class B multiple dwelling. The term “class B multiple dwelling” has the meaning ascribed to such term by subchapter 1 of the housing maintenance code.

Dwelling unit. The term “dwelling unit” has the meaning ascribed to such term by

section 27-2004 of the housing maintenance code.

Listing. The term “listing” means an advertisement on a booking service that offers a short-term rental.

Listing identifier. The term “listing identifier” means a unique identification number assigned by the booking service to each listing.

Material fact. A “material fact” is a fact stated or omitted in connection with the filing of an application for, or renewal of, a short-term rental registration made pursuant to these rules and NYC administrative code § 26-3102, and that has a natural tendency to influence, or was capable of influencing, the administering agency’s decisions relating to such application or renewal. For the purposes of this chapter an assertion of understanding a provision of law or a statement of intent to comply with a provision of law or this chapter shall not be considered to be a material fact.

Material false statement. A “material false statement” is any false or misleading representation of material fact, or the failure to state a material fact, if such use of, or failure to state, has a natural tendency to influence, or was capable of influencing, the administering agency’s decisions relating to an application for, amendment of, or renewal of, a short-term rental registration made pursuant to these rules and NYC administrative code § 26-3102.

Owner. The term “owner” has the meaning ascribed to such term by the housing maintenance code, except that for the purposes of this chapter shall not be construed to include a tenant in legal possession of a dwelling unit.

Permanent Occupant. The term “permanent occupant” shall mean a natural person or a family occupying a dwelling unit for 30 consecutive days or more, except that a boarder, roomer, or lodger shall not be considered a permanent occupant for the purposes of this chapter.

Private dwelling. The term “private dwelling” shall have the meaning ascribed to such term by subchapter 1 of the housing maintenance code.

Registered host or host. The term “registered host” or “host” means a natural person who is a permanent occupant of a dwelling unit registered in accordance with these rules and chapter 31 of title 26 of the NYC administrative code.

Rentee. The term “rentee” means a boarder, roomer, or lodger, as defined in section BC 202 of the New York city building code, involved in a short-term rental.

Rooming unit. The term “rooming unit” shall have the meaning ascribed to such term by subchapter 1 of the housing maintenance code.

Short-term rental. The term “short-term rental” means a rental for fewer than 30 consecutive days of a dwelling unit within a private dwelling or class A multiple dwelling, or in the case of a mixed-use building, a rental of a class A dwelling unit therein for fewer than 30 consecutive days.

Short-term rental registration number. The term “short-term rental registration number” means a registration number issued by the administering agency in accordance with the registration of a dwelling unit pursuant to these rules and chapter 31 of title 26 of the NYC administrative code.

### **§ 21-02 Short-term rental registration required**

1. A person who owns, manages, occupies, or otherwise controls a dwelling unit shall not offer, manage, or administer short-term rentals of such dwelling unit or portion thereof unless such dwelling unit is registered with the administering agency, such dwelling unit has been issued a unique short-term rental registration number, and such registration is currently valid.
2. A person who owns, manages, occupies, or otherwise controls a dwelling unit shall not falsely represent or falsely advertise that a dwelling unit is registered for short-term rental when such a dwelling unit is not registered for short-term rental.
3. The requirements of this chapter do not apply to the short-term rental of class B multiple dwellings or class B dwelling units within mixed use buildings.

### **§ 21-03 Short-term rental registration application and approval procedures**

1. To register a dwelling unit for short-term rentals, an applicant shall file a completed short-term rental application in accordance with the requirements of this section and meet all other requirements herein. An applicant must be a permanent occupant of the dwelling unit. An applicant may not apply for more than one short-term rental registration number. An applicant may not host short-term rentals in more than one dwelling unit.
2. Applications may be completed using an online registration portal accessible from the administering agency’s website.
3. An applicant must provide the following information as part of their application for short-term rental registration:
  - a. Full legal name;
  - b. A current phone number;
  - c. Full physical address where short-term rental will take place, including street number, street name, zip code, borough, and unit number where there is more than one dwelling unit in the building;

- d. An email address that will be used to receive communication from the administering agency, or other alternate means of communication acceptable to the administering agency;
  - e. Type of dwelling unit, where known to the applicant (e.g., single family building, apartment in a two family building, apartment in a building with 3+ units, condominium, apartment in a co-op building);
  - f. The number of individuals not related by blood, adoption, legal guardianship, marriage or domestic partnership that reside with the registrant in the unit.;
  - g. The uniform resource locator or listing identifier and the associated booking service name for all existing listings of the dwelling unit; and
  - h. Whether the applicant is a tenant or owner of the dwelling unit.
4. An applicant may provide a chosen name or preferred name other than their legal name for use by the administering agency in communicating with the applicant, and may indicate if the chosen or preferred name is the name on file with booking services used by the applicant. Where the chosen or preferred name is indicated as such, the administering agency shall allow for the use of such name in conducting verifications by booking services pursuant to NYC administrative code § 26-3202.
5. Applicants that are tenants shall also provide the portion of their lease that describes the period of tenancy, the address of the unit of housing, and the names and signatures of the parties to the lease. If the applicant does not have a lease, the administering agency may accept other documentation that establishes the period for which the applicant is legally entitled to occupancy. The agency may, at its sole discretion, accept a written statement that provides the information and explains why documentation is not available.
6. As part of the application process, an applicant shall be required to prove their identity by providing to the administering agency a copy of one of the following unexpired documents:
- a. Driver's license or State-issued ID;
  - b. U.S. Passport or U.S. Passport card;
  - c. U.S. Military ID;
  - d. Permanent Resident Card or Employment Authorization card issued by the United States Government;
  - e. A foreign passport or driver's license;
  - f. IDNYC card; or
  - g. Other forms of proof that the administering agency determines are acceptable and indicates as such by including such information on the agency's website.
- The administering agency may, at its sole discretion, accept such other proof not listed above where an applicant does not have any of the listed identity documents.
7. As part of the application process, an applicant shall be required to prove their permanent occupancy by providing to the administering agency a copy of a document from at least two of the following categories showing the applicant's name and the address the applicant is seeking to register:

- a. Utility bill, dated within the last 60 days (e.g., telephone, gas, electric, cable, or water);
- b. Correspondence from any government agency that shows home address;
- c. A voter registration card;
- d. A social security statement;
- e. A bank statement dated within the last 60 days;
- f. An automobile registration documentation;
- g. Income tax form for the last calendar year;
- h. Insurance documentation or insurance bill that shows home address;
- i. Current (active) license or permit or certificate issued by a City/State/Federal government agency that shows home address;
- j. College or school correspondence that shows home address;
- k. A w-2 from the most recent tax filing period;
- l. Official payroll documentation that includes home address issued by an employer within the past 60 days, such as a paystub with home address, a form submitted for tax withholding purposes, or payroll receipt; or
- m. other forms of proof that the administering agency determines are acceptable and indicates as such by including such information on the agency's website.

Any document listed in this paragraph that contains financial information or personal identifying information about an individual that is not the applicant may be redacted by the applicant such that the financial information or personal information of a non-applicant is not visible, and the administering agency shall accept the documents unless the redaction interferes with its ability to confirm the authenticity of the documentation.

- 8. As part of the application process, an applicant shall be required to certify that they understand and agree to comply with applicable provisions of the zoning resolution, multiple dwelling law, housing maintenance code, New York city construction codes and other laws and rules relating to the short-term rental of dwelling units in private dwellings and class A multiple dwellings, or in class A dwelling units within mixed use buildings including but not limited to:
  - a. New York City Administrative Code, Title 28, Articles 118, 210, 301, 701 (BC § 310);
  - b. New York City Administrative Code, Title 27, Chapter 1, Subchapter 3, Article 18;
  - c. New York City Building Code § 310;
  - d. New York City Housing Maintenance Code §§ 27-2004, 2057-2088; and
  - e. Multiple Dwelling Law §§ 4(8), 121, 248.
- 9. As part of the application process, an applicant shall be required to certify that they understand and agree to comply with the section of this chapter entitled "Registered host requirements".
- 10. The applicant shall be required to certify and agree that any listing of a dwelling unit with a booking service shall be reported to the administering agency prior to such listing being used to make an agreement for short-term rental.

11. An applicant who is a tenant of the dwelling unit that is the subject of the short-term rental application shall be required to certify that they are not prohibited by the terms of a lease or other agreement from applying for a short-term rental registration for the dwelling unit and from subsequently acting as host for short-term rentals within such dwelling unit.
12. An applicant who is a tenant of the dwelling unit that is the subject of the short-term rental application shall be required to acknowledge that they understand that the owner of record of the dwelling unit and of the building will be notified that an application for a short-term rental registration has been received.
13. The application fee for registration shall be \$145. Payments shall be required at the time the application is submitted. The applicant will be required to acknowledge that the application fee is non-refundable.
14. Prior to requiring payment, the applicant shall indicate their understanding that the administering agency is required by NYC administrative code § 26-3105 to publish on the city open data portal, for all registrations: the registration number; the uniform resource locators associated with such registration; the address and unit number of the dwelling unit, including latitude and longitude; the status of the registration, including active or revoked; and the expiration date of the registration.
15. When an application for short-term rental is complete and submitted, the applicant will receive an email confirmation to the email address provided in the application, notifying the applicant that the application is under review.
16. Upon receipt of a complete application, the administering agency shall notify the owner of record of the dwelling unit and of the building, that an application for a short-term rental registration has been received. The notification shall include information about applying for inclusion on the prohibited buildings list. The notification shall not include any additional personal identifying information about the applicant.
17. If any information submitted in an application changes while the administering agency is reviewing such application, the applicant must notify the administering agency and provide updated information.
18. Upon approving an application, the administering agency shall provide a short-term rental registration certificate that will include the full address associated with the registration, a unique short-term rental registration number, an expiration date, and a phone number to call in the event of an emergency.
19. Issuance of a registration for a dwelling unit pursuant to this chapter shall not be construed as permission for or approval of the use of such dwelling unit for any occupancy that would be in violation of a lease, cooperative bylaws, condominium association rules and regulations, the multiple dwelling law, the zoning resolution, the

New York city construction codes, the housing maintenance code or any other applicable rules, regulations, or laws.

20. Issuance of a registration does not alter and may not be deemed to alter the legal occupancy or zoning use group of a building or portion thereof as described in the certificate of occupancy or as otherwise determined by the department of buildings.

#### **§ 21-04 Incomplete applications**

Where the administering agency determines that a submitted application is not sufficient to be approved, it shall notify the applicant of the necessary documents or information needed to complete the review of the application. If additional information for registration is required, the administering agency will request such information at the email address provided as part of the application, or by alternate method where approved by the administering agency. If the information needed to evaluate the application is not received within 30 days, the application will be rejected. Upon application the administering agency may grant an extension for good cause.

#### **§ 21-05 Term of registration; Expiration of registration**

1.
  - a. The term of the registration shall be four years, except as provided in subdivision b.
  - b. In a case where the applicant's right to occupy the dwelling unit will terminate in less than four years, the administering agency shall set a registration expiration date that is the end date of the period that the applicant has demonstrated they have a right of occupancy.
2. Where the registration expiration date is shorter than four years based on the demonstrated date of a right to occupy the dwelling unit, the registered host may at any time during the registration term provide the administering agency proof that their right of occupancy period has been extended. There shall be no additional fee for requesting such an extension. If the administering agency finds such proof acceptable, the administering agency shall provide a new expiration date that shall be the shorter of either:
  - a. Four years from the original issuance date; or
  - b. the end date of the period that the applicant has demonstrated they have a right of occupancy.
3. Immediately upon expiration of a short-term rental registration number or if the host is no longer the permanent occupant of the registered dwelling unit, the host must cease booking the rental unit on all applicable booking services platforms and must cancel all pending reservations.

#### **§ 21-06 Amendment of a short-term rental registration**

1. If any information, other than the phone number or email address, required by § 21-03 of this chapter that was provided by a registered host in connection with an application for a short-term rental registration changes before the expiration of such registration, such registered host must submit a request to the administering agency to amend the registration.
2. Such request must be submitted, in the same manner as the application was made, to the administering agency within 15 business days of the change absent extenuating circumstance, along with any applicable supporting documentation of the change or circumstance.
3. Prior to using any listing not disclosed to the administering agency prior to receiving a registration, the registered host shall provide the uniform resource locator or listing identifier of any listing and the associated booking service name for the listing and request that the administering agency amend the registration to include such listing.
4. The administering agency shall review each request for amendment to ensure that the amendment would not violate the provisions of chapter 31 of title 26 of the administrative code or these rules, or otherwise result in unlawful activity under the registration. The administering agency may request additional information from the registered host as necessary to make a determination.
5. The administering agency shall issue a final agency determination regarding such request for amendment within a reasonable timeframe.
6. Where the information provided in the request for amendment would support revocation of the registration or would form the basis of a violation of chapter 31 of title 26 of the administrative code or these rules, the administering agency shall offer an opportunity to terminate the registration voluntarily within 10 days before issuing violations or taking enforcement action based on the requested amendment. Where the requested amendment is solely the addition of a listing that the administering agency determines to offer illegal occupancy, the administering agency may also offer the opportunity to amend or withdraw that listing in lieu of voluntary termination of the registration.

#### **§ 21-07 Renewal of a short-term rental registration**

1. A short-term rental registration may be renewed by filing an application for renewal using the online registration portal accessible through the administering agency's website. Renewals will be accepted beginning 180 days before the expiration of a host's current registration. A renewal that is approved before the expiration of the registration period will be effective on the date of the expiration of the original registration.
2. As part of the application for renewal, the registered host must:

- a. Affirm that all information previously provided in an application for registration or renewal, or previously provided as a required update, remains true and accurate or update such information in accordance with paragraph (b) of this subdivision;
  - b. Provide adequate documentation to satisfy the application requirements where a document previously provided has either expired or is no longer recent enough to satisfy the requirements; and
  - c. Certify that they have maintained a record of each short-term rental transaction in accordance with subdivision 5 of section 21-10 below.
3. The renewal fee will be the same as the application fee. Payments shall be required at the time the application for renewal is submitted.
  4. If the information provided by an applicant in connection with a renewal changes before the renewal application is granted or denied, the applicant must immediately notify the administering agency.
  5. Renewal of a registration for a dwelling unit pursuant to this chapter shall not be construed as permission for or approval of the use of such dwelling unit for any occupancy that would be in violation of a lease, cooperative bylaws, condominium association rules and regulations, the multiple dwelling law, the zoning resolution, the New York city codes, the housing maintenance code or any other applicable rules, regulations, or laws.
  6. Renewal of a registration does not alter and may not be deemed to alter the legal occupancy or zoning use group of a building or portion thereof as described in the certificate of occupancy or as otherwise determined by the department of buildings.

#### **§ 21-08 Denial of a short-term rental registration or renewal**

1. No short-term rental registration shall be issued or renewed for a dwelling unit where the administering agency has determined that, in accordance with the records of the department of buildings, the department of housing preservation and development and the fire department, there are uncorrected violations of the New York city construction codes, the housing maintenance code, or the fire code that would endanger occupants of such dwelling unit, including but not limited to where:
  - a. There is an uncorrected violation that is based on the condition of the dwelling unit sought to be registered, and such violation is a Class 1 violation of the New York city construction codes, or a Class C violation of the housing maintenance code;
  - b. There is an uncorrected violation of the fire code;
  - c. There is an uncorrected violation for Work without a Permit pursuant to the New York city construction codes that is based on the condition of the dwelling unit sought to be registered;
  - d. The dwelling unit is subject to a vacate order by any city agency, or to a stop work order issued by the department of buildings; or

- e. There is an uncorrected violation for Failure to File a Required Tenant Protection Plan pursuant to the New York city construction codes.

The administering agency's determination of which violations would endanger occupants of a dwelling unit are made exclusively for the purposes of determining whether to grant a registration or renewal and shall not be binding on or attributed to any other agency.

2. No short-term rental registration or renewal shall be issued unless the administering agency has verified that the occupancy classification of the dwelling unit allows residential occupancy.
3. No short-term rental registration or renewal shall be issued for a dwelling unit in a New York city housing authority development.
4. No short-term rental registration shall be issued or renewed for a rooming unit.
5. No short-term registration shall be issued or renewed for the short-term rental of a dwelling unit the rent of which is regulated in accordance with the emergency tenant protection act of 1974, the rent stabilization law of 1969, the local emergency housing rent control act of 1962, sections four hundred and twenty-one-a or four hundred eighty-nine of the real property tax law, in a housing development organized pursuant to article two of the private housing finance law and supervised by the department of housing preservation and development, or any other law or rule or an agreement with a governmental entity.
6. No short-term rental registration shall be issued or renewed for a dwelling unit in a building included on the prohibited buildings list.
7. No short-term rental registration shall be renewed while a revocation proceeding has been initiated by the administering agency and remains pending.
8. The administering agency shall not approve a registration or renewal application that includes any listing or listing identifier that advertises illegal occupancy, including listings that offer or appear to offer the unhosted rental of an entire unit or that offers or appears to offer occupancy to more than the lawful number of roomers, boarders, or lodgers permitted by section 27-2004 of the housing maintenance code.
9. The administering agency may refuse to approve a registration or renewal application where such applicant was previously issued a registration pursuant to this chapter and such registration was revoked pursuant to section 21-13 of these rules.
10. The administering agency may refuse to approve a registration or renewal application where such applicant has been determined to have committed any of the acts which would be a basis for the revocation of a registration pursuant to section 21-13 of these rules.

11. No short-term registration shall be renewed until all fines imposed pursuant to these rules or N.Y.C. Administrative Code 26-3104 have been paid.
12. Prior to denying an application, the administering agency shall review the reasons for potential denial in accordance with the grounds for denial set forth in this section. Where all such reasons are for criteria that can be resolved through correction by the applicant, the agency shall not deny the application outright, but shall notify the applicant of the basis for denial and provide the applicant 90 days to resolve the conditions that would otherwise warrant rejection. After the expiration of the 90-day period, the application shall be denied unless all identified bases for denial are resolved to the satisfaction of the administering agency. During the 90-day period, upon notice from the applicant that the basis for potential denial has been resolved, the administering agency shall resume its review of the application. If the conditions continue to warrant denial, the applicant shall be notified and have the remainder of the 90 days to resolve the conditions. Upon application the administering agency may provide an extension of the 90 days for good cause.
13. If an application is denied, the administering agency will notify the applicant and include all reasons for rejecting the application in accordance with the grounds for denial. This rejection shall constitute a final agency action.

#### **§ 21-09 Prohibited buildings list**

1. The administering agency shall create and maintain a prohibited buildings list, which shall contain the address of each building whose owner, including any applicable board of a cooperative or condominium corporation, has notified the agency that no short-term rental of any dwelling unit within the building is permitted.
2. To be added to such prohibited buildings list, a building owner, including any applicable board of a cooperative or condominium corporation, or the manager or agent of such building or board, must submit an online application to the administering agency.
3. When submitting an application pursuant to subdivision (2) of this section, the applicant shall be required to provide:
  - a. The name of a natural person making the application;
  - b. A working phone number for the applicant;
  - c. An email address for the applicant;
  - d. The address of the building the applicant seeks to add to the list;
  - e. An explanation of the relationship between the owner and the applicant; and
  - f. Any proof or documentation requested by the administering agency to substantiate the request where the administering agency has cause to require further verification.
4. The applicant must certify that leases and other occupancy agreements for dwelling units within the building prohibit short-term rentals.

5. The administering agency shall send a letter to the owner of record whenever it receives an application for inclusion on the prohibited buildings list.
6. Inclusion or lack of inclusion on such list does not alter and may not be deemed to alter the legal occupancy or zoning use group of a building or portion thereof as described in the certificate of occupancy or as otherwise determined by the department of buildings.
7. The administering agency will publish the list of prohibited buildings on the city's open data website. The list shall be updated in as close to real time as practicable and published in the same location.
8. Application to remove a building from the prohibited buildings list shall be made by using an online application accessible from the administering agency's website. A building owner, including any applicable board of a cooperative or condominium corporation, or the manager or agent of such building or board, shall be required to provide:
  - a. the name of a natural person making the application;
  - b. A working phone number for that applicant;
  - c. An email address for the applicant;
  - d. The address of the building the applicant seeks to remove from the list;
  - e. An explanation of the relationship between the owner and the applicant; and
  - f. A statement describing the basis for removal from the list.
9. The administering agency shall add to the prohibited buildings list all buildings the administering agency is aware of that are precluded from registration based on subdivisions 3, 4, and 5 of section 21-08 of this chapter, and indicate the basis for inclusion. The administering agency shall deny all applications to remove such building from such list unless it discovers that the basis for inclusion has changed.

#### **§ 21-10 Registered host requirements**

1. No person shall operate a short-term rental in violation of provisions of the zoning resolution, multiple dwelling law, housing maintenance code, and New York city construction codes relating to the short-term rental of dwelling units in private dwellings and class A multiple dwellings, or in class A dwelling units within mixed use buildings.
2. During each short-term rental, a registered host must conspicuously post and maintain within the dwelling unit a diagram indicating all exit routes from the unit. Where the building contains more than one unit, such diagram must also indicate all exit routes from the building.
3. During each short-term rental, a registered host must conspicuously post and maintain, within the dwelling unit, a copy of the short-term rental registration certificate provided by the administering agency.

4. A registered host must provide the short-term rental registration number in all advertisements or offers for short-term rental. The information in each listing must match the information provided to the administering agency in the application associated with such registration number.
5. A registered host shall retain a record of each short-term rental for at least seven years. Each record shall include the following information:
  - a. The uniform resource locator or listing identifier used to create the rental;
  - b. The booking start date;
  - c. The total number of nights that the dwelling unit or housing accommodation was rented as a short-term rental;
  - d. The number of persons accommodated by the short-term rental; and
  - e. The total amount of rent received by the host.

If a booking service can provide a report to a registered host that meets the criteria of this subsection, the registered host does not need to maintain the records separately. If the booking service does not provide reports that meet the criteria above, the host must maintain the required record in a digital spreadsheet that allows conversion of data to a “.csv” format. The administering agency shall provide a model template on its website.

6. In accordance with applicable law, upon request by the administering agency to provide the transaction reports in this section, registered hosts shall have 15 business days to provide the requested records via a secure portal accessible from the administering agency’s website.
7. If a registered host’s submission in response to a request for transaction reports is missing, incomplete, or inaccurate, the administering agency will provide the host with a written notice of the deficiencies in compliance. The notice shall include specific information regarding deficiencies in need of correction. The host shall have 15 business days from the date such notice is provided to either correct the deficiency or provide a written statement explaining why the required information is unavailable or how it is complete or accurate. The host shall submit the corrections or explanation in a manner directed in the notice of deficiency. Upon the conclusion of the 15 business-day period in which the host may cure deficiencies, the administering agency may seek civil penalties for any continuing deficiency.
8. The registered host shall be responsible for ensuring that the information the host has on file with booking services matches the registered name, address, and registration number from the certificate.
9. A short-term rental registration may not be transferred or assigned to another host or to another dwelling unit.

10. If a registered host no longer resides as a permanent occupant in the dwelling unit used for short-term rentals, the host must immediately contact the administering agency to terminate the registration.
11. A registered host shall not accommodate more renters in a registered dwelling unit at the same time than they are allowed to have pursuant to section 27-2004 of the housing maintenance code.
12. A registered host must maintain a common household with a renter. Pursuant to Housing Maintenance Code § 27-2004, a common household is deemed to exist if every member of the household including the renter has access to all parts of the dwelling unit, and lack of access to all parts of the dwelling unit establishes a rebuttable presumption that no common household exists.
13. A registered host shall not offer, arrange for, or allow the short-term rental of an entire registered dwelling unit.

#### **§ 21-11 Privacy and security of information**

1. Unless otherwise required by federal, state, or local law, information provided pursuant to this chapter will be kept confidential by the administering agency, and shall be used or disclosed by the administering agency and the personnel of agencies assigned to such administering agency solely for purposes related to the enforcement of laws relating to short-term rentals. Nothing in this section shall prohibit the administering agency from describing the information in aggregated or deanonymized form.
2. Identifying information, as defined in section 23-1201 of the administrative code, will be collected, retained, and disclosed by the administering agency in compliance with this chapter and with the requirements and approvals by chapter 12 of title 23 of the administrative code.
3. The administering agency will protect the privacy and security of identifying information by implementing appropriate physical, technical and administrative safeguards, in accordance with the city's information technology security standards and requirements relating to the use, transfer and storage of confidential data.

#### **§ 21-12 Retention and disposal of information**

1. The administering agency will retain records provided by registered hosts pursuant to this chapter:
  - a. As long as a registration remains active, and for a period of three years after the revocation or lapse of such registration unless retention is required;
  - b. As long as an investigation or enforcement action involving the records remains open; and

- c. For a period of three years after all investigations and enforcement actions are closed, except that records involved in civil court litigation will be kept for a period of 10 years after the close of the case.
2. The administering agency will retain records provided by building owners relating to the prohibited buildings list for as long as the building remains on the prohibited buildings list, plus three years.

**§ 21-13 Penalties**

1. No penalties will be imposed for violations of these rules or of Chapter 31 of Title 26 of the Administrative Code of the City of New York Chapter until May 9, 2023, nor shall any such violation be based on conduct that occurred prior to May 9, 2023, unless such conduct is continued past such date.
2. Civil penalties established by this section may be imposed and recovered in a proceeding before the office of administrative trials and hearings or a court of competent jurisdiction. Notices of violation, administrative summonses, and appearance tickets for violations may be issued by officers and employees of the administering agency or other city agencies designated by such administering agency.
3. Any person who violates subdivision a of section 26-3102 of the administrative code shall be liable for a civil penalty of not more than the lesser of \$5000 or three times the revenue generated by the short-term rental for each such violation. Any person who violates any other provision of chapter 31 of title 26 of the administrative code or any provision of these rules shall be liable for a civil penalty of the applicable amount contained in the following penalty table.

<u>Citation</u>	<u>Violation Description</u>	<u>Cure</u>	<u>First Violation</u>	<u>First Default</u>	<u>Second Violation</u>	<u>Second Default</u>	<u>Third and Subsequent Violation</u>	<u>Third and Subsequent Default</u>
Admin Code § 26-3102(j)	Failing to timely notify administering agency of changes to information provided by the applicant in connection with a short-term rental application	Yes	\$100	\$500	\$500	\$2,500	\$1,000	\$5,000
Admin Code § 26-3103(a)	Failing to conspicuously post and maintain, within a dwelling unit, a diagram indicating normal and emergency egress routes for such unit and building containing such unit	Yes	\$100	\$500	\$500	\$2,500	\$1,000	\$5,000
Admin	Failing to conspicuously	Yes	\$100	\$500	\$500	\$2,500	\$1,000	\$5,000

Code § 26- 3103(a)	<u>post and maintain, within a dwelling unit, a copy of the short-term rental registration certificate for such unit</u>							
Admin Code § 26- 3103(b)	<u>Failing to include a short-term rental registration number in an advertisement or other offer for short-term rental of a dwelling unit</u>	Yes	\$100	\$500	\$500	\$2,500	\$1,000	\$5,000
Admin Code § 26-3103(c)	<u>Failing to maintain a record of each short-term rental, for at least seven years after such short-term rental occurred</u>	No	\$500	\$2,500	\$1,000	\$5,000	\$5,000	\$5,000
Admin Code § 26-3104(c)	<u>Making a material false statement or concealing a material fact in connection with filing or renewing an application for short-term rental</u>	No	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Admin Code Title 26, Chapter 31	<u>All other violations of Chapter 31 of Title 26 of the New York City Administrative Code and these rules</u>	No	\$100	\$500	\$500	\$2,500	\$1,000	\$5,000

4. All citations are to chapter 31 of title 26 of the administrative code or to chapter 21 of title 43 of the rules of the city of New York.
5. Unless otherwise specified, a second or third or subsequent violation means a violation by the same respondent, within 3 years of the prior violation(s). When a prior violation was dismissed, the penalty shall be reduced as if the violation was charged without consideration of the dismissed violation.
6. Where indicated as eligible for cure in the table of penalties, the fine for a first violation of each section will be zero if the respondent proves by a preponderance of the evidence that the basis for the violation has been corrected. Subsequent violations of that type will not be eligible for cure.

### **§ 21-14 Revocation**

1. A short-term rental registration shall be revoked, after the registered host is given notice and an opportunity to be heard, in any of the following circumstances:
  - a. The dwelling unit has been used in violation of restrictions in the zoning resolution, multiple dwelling law, housing maintenance code and New York city construction codes relating to the short-term rental of dwelling units in

- private dwellings and class A multiple dwellings, or in class A dwelling units within mixed use buildings;
- b. The applicant made a materially false statement or concealed a material fact in connection with the filing of a short-term rental application or renewal pursuant to these rules;
  - c. The registered host has committed three or more violations of chapter 31 of title 26 of the administrative code or these rules within a period of 24 months;
  - d. The dwelling unit that is the subject of the short-term rental application was added to the prohibited buildings list after the registration had been approved; and
  - e. The administering agency, after issuing the registration, discovers information that would have precluded the administering agency from granting the registration had the information been known at the time.
2. A Notice of Intent to Revoke a short-term rental registration shall be sent from the administering agency to the registered host that provides the following information:
- a. All reasons that the administering agency will allege as a basis for revocation;
  - b. When applicable, the violation numbers of any violations previously issued that constitute a basis for revocation; and
  - c. Information on the registered host's right to a hearing in accordance with subdivision d of section 26-3104 of the administrative code.
3. A registered host may consent to revocation without a hearing.
4. The administering agency shall, as soon as practicable, notify each booking service disclosed by the registrant as having a listing for the registered dwelling unit of any revocation of a short-term rental registration.

**Chapter 22**  
**BOOKING SERVICE REQUIREMENTS FOR**  
**SHORT-TERM RENTALS**

<b><u>§22-01</u></b>	<b><u>Definitions</u></b>
<b><u>§22-02</u></b>	<b><u>Verification of short-term rentals</u></b>
<b><u>§22-03</u></b>	<b><u>Reporting requirements</u></b>
<b><u>§22-04</u></b>	<b><u>Fees</u></b>
<b><u>§22-05</u></b>	<b><u>Penalties</u></b>

**§22-01 Definitions**

Administering agency. The term “administering agency” means the Office of Special Enforcement, as established under executive order number 96 for the year 2006, or such other agency as subsequently designated by executive order.

Application program interface. The term “application program interface” means a software intermediary that makes it possible for application programs to interact with each other and share data or successor technologies.

Class B multiple dwelling. The term “class B multiple dwelling” has the meaning ascribed to such term by subchapter 1 of the housing maintenance code.

Booking Service. The term “booking service” has the meaning ascribed to such term by section 26-2101 of the Administrative Code of the City of New York, as added by local law number 146 for the year 2018.

Directly or indirectly. The term “directly or indirectly” has the meaning ascribed to such term by section 26-2101 of the Administrative Code of the City of New York, as added by local law number 146 for the year 2018.

Dwelling unit. The term “dwelling unit” has the meaning ascribed to such term by the housing maintenance code.

Electronic verification system. The term “electronic verification system” means an application program interface created and maintained by the administering agency that a booking service may use to: (i) verify whether the housing accommodation or dwelling unit that is the subject of a short-term rental is included on the list of class B multiple dwellings published pursuant to section 26-2103 of the administrative code, as added by local law number 146 for the year 2018; or (ii) verify that the dwelling unit or housing accommodation that is the subject of such short-term rental has a currently valid short-term rental registration number, and that the full legal name of the host and the physical address of the dwelling unit associated with such short-term rental match the host and physical address information associated with such registration number, and that the uniform resource locator or listing identifier being

used to offer the short term rental is associated with the currently valid short-term rental registration number; and (iii) obtain a unique confirmation number reflecting that such verification has occurred.

Full Legal Name. The term “full legal name” means either the actual legal name of a registered host or the chosen or preferred name provided by a registered host to the administering agency and accepted for use by the administering agency in relationship to the registration.

Listing. The term “listing” means an advertisement on a booking service that offers a short-term rental.

Listing identifier. The term “listing identifier” means a unique identification number assigned by the booking service to each listing.

Registered host or host. The term “registered host” or “host” means a natural person who is a permanent occupant of a dwelling unit registered in accordance with these rules.

Short-term rental. The term "short-term rental" has the meaning ascribed to such term in section 26-2101 of the Administrative Code of the City of New York, as added by local law number 146 for the year 2018.

Short-term rental registration number. The term “short-term rental registration number” means a registration number issued in accordance with the registration of a dwelling unit pursuant to section 26-3102 of the Administrative Code of the City of New York and chapter 21 of this title.

## **§22-02 Verification of lawful short-term rentals**

1. A booking service shall not charge, collect, or receive a fee from a person in connection with a short-term rental of a dwelling unit or housing accommodation unless such booking service has used the electronic verification system maintained by the administering agency either to:
  - a. Verify that a short-term rental is for a dwelling unit or housing accommodation within a class B multiple dwelling on the list of class B multiple dwellings published pursuant to section 26-2103, as added by local law number 146 for the year 2018; or
  - b. Verify that 1) the dwelling unit or housing accommodation that is the subject of such short-term rental is associated with the short-term rental registration number submitted by such person to the booking service, 2) such registration is currently valid, 3) that the uniform resource locator or listing identifier being used to offer the short-term rental is associated with the short-term rental registration number, and 4) that the host’s full legal name and physical

address information provided by such person to the booking service match the information contained in the electronic verification system.

2. The electronic verification system will accept from a booking service through an application program interface the street address, host name, registration number, and the uniform resource locator or listing identifier being used to offer the short-term rental. If the street address matches an address on the list of Class B multiple dwellings, the electronic verification system will provide a unique confirmation number to the booking service, reflecting that such verification has occurred. If the street address does not match an address on the list of Class B multiple dwellings, the electronic verification shall verify that the registration number is currently valid and associated with the host name, street address and the uniform resource locator or listing identifier being used to offer the short-term rental. If the data submitted matches the records related to the registration number, the electronic verification system will provide a unique confirmation number to the booking service, reflecting that such verification has occurred. The confirmation number shall be formatted such that the booking service shall be able to identify whether the verification match was based on a Class B list or a registration status.
3. The administering agency shall incorporate the registration expiration date into the unique code and shall provide all bookings services that use the electronic verification service information sufficient to understand how the date is included. The processing of a transaction by a booking service relying on a code that contains the expiration date shall be presumptive evidence that the booking service is aware of the expiration date of the registration.
4. The booking service must retain all unique confirmation numbers for use in meeting the reporting requirement below.
5. A booking service shall reverify each listing:
  - a. within twelve calendar months of the previous verification, except where the previous verification's unique confirmation number indicates that the verification was based on Class B dwelling list match;
  - b. within 15 business days of the expiration date contained in the unique confirmation number; and
  - c. whenever it knows or should have known that any data it used to complete the most recent verification has changed, including but not limited to the host's name and the address of the listing.
6. A booking service will be required to provide an email address to the administering agency that will be used by the administering agency to transmit notices of revocation.
7. A booking service will be presumed to know that a registration has been revoked if an email notifying the booking service of the revocation was sent to the email account provided by the booking service and 15 business days have passed since the email was sent.

### **§22-03 Reporting requirements**

1. A booking service shall submit to the administering agency a monthly report of each short-term rental transaction processed by the booking service. Such report shall be electronically submitted on a monthly basis by a booking service through a secure portal accessible from the administering agency's website. The report shall be in the format published on the administering agency's website. The report shall include the following information:
  - a. The booking service's public uniform resource locator for the listing or other listing identifier; and
  - b. The unique confirmation number obtained from the electronic verification system.

A booking service may provide the required data once per transaction or may provide the data and indicate the number of transactions processed relying on the unique confirmation.

2. Submission of such report shall constitute a statement by the booking service that for each transaction enumerated in the report, the verification required by this chapter occurred.
3. Each report shall cover transactions occurring during a period that begins with the first day of a reporting period and ends with the last day of that reporting period.
4. A transaction related to a short-term rental that begins in one reporting period but ends in a subsequent reporting period shall be included in the report covering the reporting period in which such rental concludes.
5. Except for the initial reporting period, the reporting periods shall begin on the first day of a month and end on the last day of that month. The initial reporting period shall begin May 9, 2023, and end on May 31, 2023.
6. The initial report shall be submitted not more than 30 calendar days after the conclusion of the initial reporting period. Following the initial report, a booking service must submit the report to the administering agency not more than 15 calendar days after the conclusion of the reporting period.

### **§22-04 Fees**

1. Each booking service shall register with the administering agency to use the electronic verification system. Such registration shall require the name of the booking service, an email that the booking service agrees to receive correspondence with, the name of a contact person, and the phone number for the contact person. The booking service shall provide the number of listings that it reasonably believes it will

verify the registration status of using the electronic verification system per calendar year.

2. The booking service shall pay an initial fee to use the electronic verification system equivalent to \$2.40 per listing that it provides during registration, and such fee shall be required to be paid to complete the registration.
3. The administering agency shall charge \$2.40 for each listing the booking service submits for verification in a calendar year, except that there shall be no fee when a listing was verified as having an address that matches an address on the list of Class B multiple dwellings. Reverification of a listing in compliance with section 22-02(5) of this chapter shall not result in an additional charge. The administering agency shall conduct a quarterly reconciliation of each booking service's use of the electronic verification system. The administering agency shall provide a statement to the booking service indicating the number of listings verified, the number that had not been previously verified in the calendar year, the number that were on the list of Class B multiple dwellings, and the total charges in the quarter. The booking services shall not be liable for fees equal to the initial registration fee, and the administering agency shall reflect on the statement a credit equivalent to such fee.
4. Once a booking service is provided a statement showing that it owes money, it shall pay the balance within 30 days. Failure to pay the balance within 30 days will result in a suspension of the booking service's registration to use the electronic verification system.

### **§22-05 Penalties**

1. No penalties will be imposed for violations of these rules or of Chapter 32 of Title 26 of the Administrative Code of the City of New York until May 9, 2023, nor shall any such violation be based on conduct that occurred prior to May 9, 2023.
2. For each transaction in which a booking service charges, collects, or receives a fee, directly or indirectly, for activity described in the definition of booking service in relation to a short-term rental in violation of section 22-02 of this chapter, such booking service shall be liable for a civil penalty of not more than \$1,500. However, if such booking service can establish the amount of such fee, the civil penalty shall be not more than three times such fee. A booking service may establish the amount of such fee by providing to the administering agency records reflecting the fee in which the booking service charged, collected, or received for such transaction. A booking service shall not be penalized for charging, collecting, or receiving a fee based on a short-term rental occupancy that commenced prior to the end of either the period in which a booking service must reverify a listing or the period after which a booking service is presumed to have notice of revocation.
3. A booking service that fails to submit information in compliance with the requirements of this chapter shall be liable for a civil penalty, to be assessed once per reporting period for each transaction that the booking service has failed to report.

4. The civil penalty shall not be more than the greater of \$1,500 or the total fees collected during the preceding year by the booking service for transactions related to the registration number or uniform resource locator. Penalties based on total fees shall not include any fees that were used to assess a previous penalty.
5. If a booking service's report is missing, incomplete, or inaccurate, the administering agency will provide the booking service with a written notice of its deficiencies in compliance. The notice shall include specific information regarding deficiencies in need of correction. The booking service shall have 15 business days from the date such a notice is provided to either correct the deficiency or provide a written statement explaining why the required information is unavailable or how it is complete or accurate. The booking service shall submit the corrections or explanation in a manner directed in the notice of deficiency. Upon the conclusion of the 15 business-day period in which a booking service may cure deficiencies, the administering agency may seek civil penalties for any continuing deficiency.
6. Civil penalties established by this section may be imposed and recovered in a proceeding before the office of administrative trials and hearing or a court of competent jurisdiction. Notices of violation, administrative summonses and appearance tickets for violations may be issued by officers and employees of the administering agency or other city agencies designated by such administering agency.

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**SUMMARY OF CERTAIN DEFINITIONS AND PROVISIONS OF  
THE SENIOR LIEN RESOLUTION**

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## SUMMARY OF CERTAIN DEFINITIONS AND PROVISIONS OF THE SENIOR LIEN RESOLUTION

### Summary of Certain Definitions

*The following terms shall have the following meanings in the Senior Lien Resolution and for all purposes of this Official Statement.*

**2015 SONYMA Bonds** shall mean Series 2015 Bonds in the principal amount of \$500,000 maturing on November 15, 2045 of which SONYMA is the Owner, notwithstanding any subsequent transfer to the Corporation pursuant to the Senior Lien Resolution.

**2016A SONYMA Bonds** shall mean Series 2016A Bonds in the principal amount of \$250,000 maturing on November 15, 2056 of which SONYMA is the Owner, notwithstanding any subsequent transfer to the Corporation pursuant to the Senior Lien Resolution.

**Account** or **Accounts** shall mean any account or accounts, as the case may be, established and created pursuant to the Senior Lien Resolution, but does not include any escrow or other fund or account established or created pursuant to the provisions of the Resolution relating to the defeasance of the Bonds.

**Act** shall mean Chapter 35 of the Laws of the State, 1979, and Chapter 3 of the Laws of the State, 2004.

**Adjustable Rate** means a variable, adjustable, convertible or similar interest rate or rates to be borne by a Series of Senior Lien Bonds or any one or more maturities within a Series of Senior Lien Bonds, for which the method of computing such variable interest rate is specified in the Supplemental Resolution authorizing such Senior Lien Bonds; provided, that the related Supplemental Resolution shall specify (i) a Maximum Interest Rate, and (ii) the method or methods for determining the Adjustable Rate and the frequency of change thereof; and provided further, that the method or methods for determining the Adjustable Rate may include the selection of such rate by an indexing agent or remarketing agent as provided in an agreement between the Corporation and such agent, the utilization of an index or indices as described in the related Supplemental Resolution, the utilization of an auction as described in the related Supplemental Resolution, or such other standard or standards set forth by the Corporation in the related Supplemental Resolution or any combination of the foregoing.

**Adjustable Rate Bond** means any Senior Lien Bond which bears an Adjustable Rate, provided that a Senior Lien Bond the interest rate on which shall have been fixed for the remainder of the term thereof shall no longer be an Adjustable Rate Bond.

**Ancillary Bond Facility** shall have the meaning set forth in the Act; provided, however, that Ancillary Bond Facility does not include any Development Corporation Credit Support Agreement or any Subordinated Lien Development Corporation Credit Support Agreement.

**Authorized Officer** shall mean (i) in the case of the Corporation, the President, any Senior Vice President, any Vice President, the Treasurer, the Secretary, the Chief Financial Officer, any Assistant Treasurer and any Assistant Secretary, and when used with reference to any act or document, any other person authorized by resolution of the Corporation to perform such act or sign such document, and (ii) in the case of the Trustee, any officer within its corporate trust office including the President, any Vice President, any Assistant Vice President, any Senior Trust Officer, any Trust Officer or any Assistant Trust Officer, or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also, with respect to a particular matter, any other officer to whom such matter is referred because of such officer's knowledge and familiarity with the particular subject matter.

**Beneficiaries** shall mean (i) the Owners of Senior Lien Bonds Outstanding, (ii) Credit Facility Providers and Liquidity Facility Providers as to which there are Parity Obligations outstanding, and (iii) Qualified Hedge Providers as to which there are Qualified Hedges outstanding.

**Bondowner** shall mean any person who shall be the registered owner of any Outstanding Senior Lien Bond or Senior Lien Bonds.

**Bond Year** shall mean a twelve-month period commencing on the 16th day of November in any calendar year and ending on the 15th day of November in the immediately succeeding calendar year.

**Business Day** shall mean any day other than (i) a Saturday or Sunday, (ii) a day on which the Corporation or SONYMA is authorized to close, or (iii) a day on which banking institutions in New York, New York, or any city in which the principal office of the Trustee, any Credit Facility Provider (if applicable) or any Liquidity Facility Provider (if applicable) is located are authorized or required by law or executive order to remain closed.

**Capital Appreciation Bonds** shall mean the Senior Lien Bonds of any Series so designated in a Supplemental Resolution; provided, however, that the term “Capital Appreciation Bonds” shall only be used with respect to Senior Lien Bonds the interest on which is payable only at maturity or earlier redemption or acceleration of maturity in amounts determined by reference to the Compounded Amount of each Bond.

**Capitalized Interest Account** shall mean the Capitalized Interest Account established pursuant to the Senior Lien Resolution.

**City** shall mean The City of New York, State of New York.

**Code** shall mean the Internal Revenue Code of 1986, as amended.

**Compounded Amount** shall mean the principal amount of the Capital Appreciation Bonds and Convertible Capital Appreciation Bonds plus the amount of interest that has accreted on such Senior Lien Bonds to the date of calculation, determined by reference to accretion tables contained in each such Senior Lien Bond, in the Supplemental Resolution authorizing such Senior Lien Bonds or in an offering circular with respect to such Senior Lien Bonds.

**Construction Account** shall mean the Construction Account established by the Senior Lien Resolution.

**Convention Center** shall have the meaning given to that term in the Act.

**Convention Center Development Fund** shall mean the Convention Center Development Fund created by the Act and established by the Senior Lien Resolution.

**Convention Center Hotel Unit Fee** shall mean the fee imposed by Section 1004 of the New York Tax Law.

**Convertible Capital Appreciation Bonds** shall mean Senior Lien Bonds which, on or prior to the Current Interest Commencement Date, have the characteristics of Capital Appreciation Bonds and, after the Current Interest Commencement Date, have the characteristics of Current Interest Bonds, in each case with such further terms and conditions as may be designated therefor in the Supplemental Resolution authorizing such Senior Lien Bonds.

**Corporation** shall mean the New York Convention Center Development Corporation, a subsidiary of the New York State Urban Development Corporation organized pursuant to the New York Business Corporation Law pursuant to the Act, and its successors and permitted assigns.

**Costs of Issuance** shall mean any item of expense directly or indirectly payable or reimbursable by the Corporation and related to the authorization, sale, or issuance of Senior Lien Bonds, including, but not limited to, capitalized interest, underwriting fees, underwriters’ or original issue discount and fees and expenses of professional consultants and fiduciaries.

**Costs of Issuance Account** shall mean the Costs of Issuance Account established pursuant to the Senior Lien Resolution.

**Credit Facility** shall mean each Development Corporation Credit Support Agreement and, if and to the extent constituting an Ancillary Bond Facility, an irrevocable letter of credit, bond insurance policy, surety bond, loan agreement, or other agreement, facility or insurance or guaranty arrangement issued or extended by a bank, a trust company, a national banking association, an organization subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956 or any successor provisions of law, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a savings bank, a savings and loan association, a Federal Home Loan Bank, a corporation, an insurance company or association chartered or organized under the laws of any state of the United States of America, the Government National Mortgage Association or any successor thereto, Fannie Mae, the Federal Home Loan Mortgage Corporation or any successor thereto, or any other federal or State agency or instrumentality approved by the Corporation, pursuant to which the Corporation is entitled to obtain moneys to pay the principal or Redemption Price of Senior Lien Bonds due in accordance with their terms plus accrued interest thereon to the date of payment thereof in accordance herewith and with the Supplemental Resolution authorizing such Senior Lien Bonds, whether or not the Corporation is in default under the Senior Lien Resolution; provided, that use of a Credit Facility shall not result, at the time of delivery of the Credit Facility, in a reduction in the rating of any Senior Lien Bonds Outstanding; and provided further, that a substitute Credit Facility may be obtained from time to time (i) which shall contain the same material terms as set forth in the Credit Facility for which substitution is made, and (ii) will not, in and of itself, result in a rating of the related Senior Lien Bonds lower than those which then prevailed.

**Credit Facility Provider** shall mean the Person that has executed a Credit Facility with the Corporation, or otherwise has provided a Credit Facility at the request of the Corporation, for the benefit of any of the Senior Lien Bonds.

**Current Interest Bonds** shall mean Senior Lien Bonds that bear interest which is payable semiannually (except for the initial and/or final interest rate periods) or more often.

**Current Interest Commencement Date** shall mean the date established prior to the issuance of each Series of Convertible Capital Appreciation Bonds, at which time the semiannual compounding of interest ceases and on and after such date interest is payable currently on the Compounded Amounts on the next ensuing interest payment dates.

**Debt Service** means, for purposes of determining deposits to and balances required to be on deposit in the Debt Service Account and the Debt Service Reserve Account, determining the Debt Service Reserve Requirement, and the additional Senior Lien Bonds test of the Senior Lien Resolution, for any period and as of any date of calculation, with respect to any Outstanding Bonds, an amount equal to the sum of (i) interest accruing during such period on such Senior Lien Bonds, except to the extent that such interest is to be paid from deposits in the Capitalized Interest Account and (ii) that portion of each Principal Installment for such Senior Lien Bonds which would accrue during such period if such Principal Installment were deemed to accrue daily in equal amounts from the next preceding Principal Installment due date for such Senior Lien Bonds (or, if there shall be no such preceding Principal Installment due date or such preceding Principal Installment due date is more than one (1) year prior to the due date of such Principal Installment, then from a date one (1) year preceding the due date of such Principal Installment or from the date of issuance of such Senior Lien Bonds, whichever date is later). For purposes of such calculations, the following assumptions are to be used:

- (i) such interest and Principal Installments shall be calculated on the assumptions that (a) no Senior Lien Bonds Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of each Principal Installment on the due date thereof and (b) the principal amount of Option Bonds tendered for payment shall be deemed to be payable on the date required to be paid pursuant to such tender; and

- (ii) principal and interest payments on Senior Lien Bonds shall be excluded to the extent such payments are to be paid from amounts then currently on deposit with the Trustee in escrow specifically therefor and restricted to Defeasance Securities;

provided, however, that if the Corporation adopts a Supplemental Resolution authorizing the issuance of Adjustable Rate Bonds or Capital Appreciation Bonds, or Senior Lien Bonds hedged or to be hedged by a Qualified Hedge, or authorizes a Qualified Hedge on Senior Lien Bonds previously issued, such Supplemental Resolution shall specify the method of calculating Debt Service with respect to such Adjustable Rate Bonds, Capital Appreciation Bonds or the Senior Lien Bonds hedged or to be hedged by such Qualified Hedge, as the case may be, for purposes of the Debt Service Account Deposit Requirement, the Debt Service Reserve Account Requirement, and the additional Senior Lien Bonds tests of the Senior Lien Resolution. The result of any such calculation may be less than, equal to, or greater than the actual principal of and premium, if any, and interest on Senior Lien Bonds or amounts payable under Parity Obligations at any particular time.

**Debt Service Account** shall mean the Account by that name established by the Senior Lien Resolution.

**Debt Service Account Deposit Requirement** shall mean, as of any date, the amount, if any, required so that the balance in the Debt Service Account (in the Interest Subaccount with respect to amounts for the payment of interest on Senior Lien Bonds and the interest component of Parity Obligations, and in the Principal Subaccount with respect to amounts for the payment of Principal Installments of the Senior Lien Bonds and the principal component of Parity Obligations) shall be equal to the sum of the following:

the Debt Service and amounts under Parity Obligations accrued and unpaid as of such date;

the Debt Service to accrue thereafter through the last day of the then-current Bond Year; and

the amount estimated by the Corporation, in a written direction of an Authorized Officer of the Corporation delivered to the Trustee, to be the maximum amount payable for Parity Obligations in the then-current Bond Year.

**Debt Service Reserve Account** shall mean the Account by that name established by the Senior Lien Resolution.

**Debt Service Reserve Account Requirement** shall be determined as of the date of authentication and delivery of each Series of Senior Lien Bonds and from time to time thereafter as may be required or permitted by the Senior Lien Resolution and shall mean, as of any date of calculation, an amount equal to the aggregate of the greatest amount of Debt Service on all Outstanding Senior Lien Bonds payable in the then-current Bond Year or in any Bond Year thereafter (except that for the first interest payment date after the date of authentication and delivery of such Senior Lien Bonds, interest to accrue for greater than 6 months but less than 12 months shall not be taken into account); provided, however, that if, as a result of the issuance of any Series of Bonds the interest on which is excluded from gross income for Federal income tax purposes, any Debt Service Reserve Account Requirement deposit calculation resulting from the issuance of such Series shall exceed the lesser of (i) the amount that may be funded from the proceeds of such Senior Lien Bonds or (ii) the amount that constitutes a reasonably required reserve with respect to such Senior Lien Bonds, the Debt Service Reserve Account Requirement shall be reduced by the amount of such excess and, except as may be required to comply with the Section of the Senior Lien Resolution entitled "Tax Matters", the amount of such reduction shall not be changed thereafter so long as any Senior Lien Bonds of such Series remain Outstanding. Each determination by the Corporation of the Debt Service Reserve Account Requirement shall be conclusive. For purposes of this definition, "**proceeds**" and "**reasonably required reserve**" shall have the respective meanings given such terms, or any comparable terms, for purposes of Section 148(d) of the Code and the applicable regulations thereunder.

**Defeasance Obligations** shall mean any of the following which are not callable or redeemable at the option of the issuer thereof, if and to the extent the same are at the time legal for the investment of the Corporation's funds:

- (i) Government Obligations;
- (ii) Defeased Municipal Obligations;
- (iii) any other investment designated in a Supplemental Resolution as a Defeasance Obligation for purposes of defeasing the Senior Lien Bonds authorized by such Supplemental Resolution or Senior Lien Bonds authorized thereafter; provided that each Rating Agency has confirmed in writing to the Senior Lien Trustee that the use of such other investment will not, by itself, result in the withdrawal, suspension or downgrade of any rating issued by such Rating Agency with respect to any such Senior Lien Bonds to be defeased;
- (iv) an obligation of Fannie Mae, the Federal Home Loan Mortgage Corporation or any other government sponsored enterprise or federal agency or instrumentality rated in the highest Ratings Category by each Rating Agency, if and to the extent approved by the Corporation;
- (v) certificates, depository receipts or other instruments which evidence a direct ownership interest in obligations described in clauses (i) through (iv) above or in any specific interest or principal payments due in respect thereof; provided, however, that the custodian of such obligations or specific interest or principal payments shall be a bank or trust company organized under the laws of the United States of America or of any state or territory thereof or of the District of Columbia, with a combined capital stock, surplus and undivided profits of at least \$50,000,000 or the custodian is appointed by or on behalf of the United States of America; and provided further, however, that except as may be otherwise required by law, such custodian shall be obligated to pay to the holders of such certificates, depository receipts or other instruments the full amount received by such custodian in respect of such obligations or specific payments and shall not be permitted to make any deduction therefrom; or
- (vi) a share or interest in a mutual fund, partnership or other fund wholly comprised of obligations described in clauses (i) through (v) above.

**Defeased Municipal Obligations** shall mean any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

- (i) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of any Rating Agency; or
- (ii) (a) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or direct obligations of the Treasury of the United States of America, which escrow may be applied only to the payment of such principal and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (b) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate.

**Development Corporation Credit Support** shall have the meaning given to that term in subdivision 5 of Section 2426 of the New York Public Authorities Law.

**Development Corporation Credit Support Agreement** means each agreement between the Corporation and SONYMA in connection with Development Corporation Credit Support, excluding any Subordinated

Lien Credit Support Agreement. The Senior Lien Credit Support Agreement is a Development Corporation Credit Support Agreement.

**Event of Default** shall have the meaning specified in the Senior Lien Resolution.

**Expansion Project** has the meaning given to that term in the Act.

**Fifth Senior Lien Supplemental Resolution** means the Fifth Senior Lien Supplemental Revenue Bond (Hotel Unit Fee Secured) Resolution of the Corporation relating to the Series 2026B Bonds adopted on May 21, 2026.

**Financing Costs** shall mean, with respect to any Senior Lien Bonds and Subordinated Lien Bonds, all costs of issuance, reimbursement of preliminary costs incurred for the Expansion Project including those costs and expenses incurred by the Operating Corporation for the preparation of preliminary plans and designs, and in respect of the acquisition of property within the Javits Center Expansion Site (as defined in the Act), debt service reserves, fees, costs of or under any Ancillary Bond Facility (as defined in the Act) or Development Corporation Credit Support Agreement, and any other fees, discounts, expenses and costs related to issuing, securing and marketing Senior Lien Bonds and Subordinated Lien Bonds, including, without limitation, redemption premiums and other costs of redemption.

**Fitch** shall mean Fitch Ratings, and its successors and assigns.

**Fixed Tender Bond** shall mean any Senior Lien Bond, not constituting an Adjustable Rate Bond, which by its terms must be tendered by the Owner thereof for purchase by the Corporation prior to the stated maturity thereof or for purchase thereof.

**Fourth Senior Lien Supplemental Resolution** means the Fourth Senior Lien Supplemental Revenue Bond (Hotel Unit Fee Secured) Resolution of the Corporation relating to the Series 2026A Bonds adopted on May 21, 2026.

**Fund or Funds** shall mean the Convention Center Development Fund and any fund or funds, as the case may be, established and created pursuant to the Senior Lien Resolution, but does not include any escrow or other fund or account established or created pursuant to the provisions of the Senior Lien Resolution relating to the defeasance of Senior Lien Bonds.

**Government Obligations** shall mean direct obligations of, or obligations the principal of and the interest on which are unconditionally guaranteed by, the United States of America and entitled to the full faith and credit thereof.

**Interest Subaccount** shall mean the Interest Subaccount established in the Debt Service Account by the Senior Lien Resolution.

**Investment Obligations** shall mean and include any of the following securities, if and to the extent the same are at the time legal for investment of the Corporation's funds:

(i) Defeasance Obligations;

(ii) any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (a) which are not callable at the option of the obligor or otherwise prior to maturity or as to which irrevocable notice has been given by the obligor to call such bonds or obligations on the date specified in the notice, (b) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described in clause (i) hereof which fund may be applied only to the payment of interest when due, principal of and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as

appropriate, and (c) as to which the principal of and interest on the bonds and obligations of the character described in clause (i) hereof which have been deposited in such fund along with any cash on deposit in such fund is sufficient to pay interest when due, principal of and redemption premium, if any, on the bonds or other obligations described in this clause (ii) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (ii), as appropriate;

(iii) public housing bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America; temporary notes, preliminary loan notes or project notes issued by public agencies or municipalities, in each case fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America; or obligations issued by any state or any public agencies or municipalities which are rated in the highest rating category by a nationally recognized bond rating agency;

(iv) direct and general obligations of any state of the United States to the payment of the principal of and interest on which the full faith and credit of such state is pledged which are rated in either of the two highest rating categories by a nationally recognized bond rating agency;

(v) prime commercial paper of a corporation incorporated under the laws of any state of the United States of America, rated "P-1", "A-1" or "F1" by Moody's, Standard & Poor's or Fitch, respectively;

(vi) shares of a diversified open-end management investment company as defined in the Investment Company Act of 1940, which is a money market fund, which has been rated "A" or better by Moody's, Standard & Poor's or Fitch or money market accounts of the Trustee or any bank or trust company organized under the laws of the United States or any state thereof, which has a combined capital and surplus of not less than \$50,000,000;

(vii) bank deposits evidenced by certificates of deposit issued by banks (which may include the Trustee) which are members of the Federal Deposit Insurance Corporation, provided that such time deposits are fully secured by obligations described in clause (i) or (ii) above, which such obligations at all times have a market value (exclusive of accrued interest) at least equal to such bank deposits so secured, including interest;

(viii) repurchase agreements relating to securities of the type specified in clauses (i) and (ii) above, provided that such securities in an amount at least equal to the face value of such agreements shall be delivered as security for such agreements to the account of the Trustee to be held therein during the term of the agreements;

(ix) investment agreements, secured or unsecured, with any institutions whose debt securities are rated at least "AA" (or equivalent rating of short-term obligations if the investment is for a period not exceeding one year) by Standard & Poor's or equivalent Rating by Moody's, Fitch or other Rating Agency; and

(x) any other obligations conforming to the Corporation's guidelines for investment, so long as such obligations are rated at least in the two highest Rating Categories of each of the Rating Agencies and are approved by the applicable Credit Facility Provider.

**Liquidity Facility** shall mean, if and to the extent constituting an Ancillary Bond Facility, an irrevocable letter of credit, surety bond, loan agreement, Standby Purchase Agreement, line of credit or other agreement or arrangement issued or extended by a bank, a trust company, a national banking association, an organization subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of the Federal Reserve System under the Bank Holding Company Act of 1956 or any successor provisions of law, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a savings bank, a savings and loan association, a Federal Home Loan Bank, an insurance company or association chartered or organized under the laws of any state of the United States of America, the Government National Mortgage

Association or any successor thereto, Fannie Mae or any successor thereto, the Federal Home Loan Mortgage Corporation or any successor thereto, or any other government sponsored enterprise or federal or State agency or instrumentality approved by the Corporation, pursuant to which the Corporation is entitled to obtain moneys upon the terms and conditions contained therein for the purchase or redemption of Senior Lien Bonds tendered for purchase or redemption in accordance with the terms of the Senior Lien Resolution and of the Senior Lien Supplemental Resolution authorizing such Senior Lien Bond; provided, that the use of the Liquidity Facility shall not result, at the time of delivery of the Liquidity Facility, in a reduction in the rating of any Senior Lien Bonds Outstanding; and provided further that a substitute Liquidity Facility may be obtained from time to time (i) which shall contain the same material terms as set forth in the Liquidity Facility for which substitution is made, and (ii) will not, in and of itself, result in a rating of the related Senior Lien Bonds lower than those which then prevailed.

**Liquidity Facility Provider** shall mean the Person that has executed a Liquidity Facility with the Corporation, or otherwise has provided a Liquidity Facility at the request of the Corporation, for the benefit of any of the Senior Lien Bonds.

**Maturity Amount** shall mean the Compounded Amount of any Capital Appreciation Bond as of the stated maturity thereof.

**Maximum Interest Rate** shall mean, with respect to any particular Adjustable Rate Bond, a numerical rate of interest, which shall be set forth in the Supplemental Resolution authorizing such Senior Lien Bond, that shall be the maximum rate at which such Senior Lien Bond may bear interest at any time.

**Memorandum of Understanding** shall mean an agreement dated March 25, 2004, between the City and the State as it relates to the Expansion Project.

**Moody's** shall mean Moody's Ratings, a division of Moody's Corporation, and its successors and assigns.

**Operating Corporation** shall mean the New York Convention Center Operating Corporation, a body corporate and politic constituting a public benefit corporation, created by Section 2562 of the New York Public Authorities Law.

**Opinion of Bond Counsel** shall mean an opinion signed by an attorney or firm of attorneys of recognized standing in the field of law relating to municipal bonds selected by the Corporation and satisfactory to the Trustee.

**Opinion of Counsel** shall mean an opinion signed by an attorney or firm of attorneys of recognized standing (who may be counsel to the Corporation) selected by the Corporation.

**Original Principal Amount** shall mean the Compounded Amount of any Capital Appreciation Bond as of the date of original issuance.

**Outstanding**, when used with reference to the Senior Lien Bonds as a whole or the Senior Lien Bonds of a Series, shall mean, as of any date, the Senior Lien Bonds or Bonds of such Series, as the case may be, theretofore or thereupon being delivered and issued under the provisions of the Senior Lien Resolution, except:

(i) any Senior Lien Bonds canceled by or surrendered for cancellation to the Trustee at or prior to such date;

(ii) Senior Lien Bonds for the payment or redemption of which moneys or Defeasance Obligations equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held by the Trustee in trust (whether at or prior to the maturity or redemption date), provided that if such Senior Lien Bonds are to be redeemed, notice of such redemption shall have been given as provided in Article IV or provision

satisfactory to the Trustee shall have been made for the giving of such notice, and provided further that if such notice is conditional, it is no longer subject to rescission;

(iii) Senior Lien Bonds deemed to have been paid as provided in the Section of the Senior Lien Resolution relating to defeasance of Senior Lien Bonds;

(iv) Senior Lien Bonds in lieu of or in substitution for which other Senior Lien Bonds shall have been issued pursuant to the Senior Lien Resolution;

(v) Option Bonds tendered or deemed tendered in accordance with the provisions of the Supplemental Resolution authorizing such Senior Lien Bonds on the applicable tender date, if the purchase price thereof and interest thereon shall have been paid or amounts are available and set aside for such payment as provided in such Supplemental Resolution, except to the extent such tendered Option Bonds are held by the Corporation or a Credit Facility Provider or a Liquidity Facility Provider and/or thereafter may be resold pursuant to the terms thereof and of such Supplemental Resolution; and

(vi) as may be provided with respect to such Senior Lien Bonds by the Supplemental Resolution authorizing such Senior Lien Bonds;

provided, however, that in determining whether the Owners of the requisite principal amount of Outstanding Senior Lien Bonds have given any request, demand, authorization, direction, notice, consent or waiver, Senior Lien Bonds owned by the Corporation shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Senior Lien Bonds which the Trustee knows to be so owned shall be so disregarded. Senior Lien Bonds so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Senior Lien Bonds and that the pledgee is not the Corporation.

In determining whether Owners of the requisite principal amount of Outstanding Bonds have given any requisite demand, authorization, direction, notice, consent or waiver hereunder, the principal amount of a Convertible Capital Appreciation Bond or a Capital Appreciation Bond that shall be deemed Outstanding for such purposes shall be the Compounded Amount thereof except as otherwise provided in the Senior Lien Resolution.

**Owner or Owner of Bonds** shall mean Bondowner.

**Parity Hedge Obligations** shall mean scheduled payments by the Corporation under Qualified Hedges. Parity Hedge Obligations shall not include, among other things, any costs, indemnities, termination payments or similar non-recurring amounts, or any amortization of any thereof.

**Parity Obligations** shall mean, collectively, all Parity Reimbursement Obligations and Parity Hedge Obligations.

**Parity Reimbursement Obligations** shall mean payments due from the Corporation to any Credit Facility Provider, other than SONYMA under a Development Corporation Credit Support Agreement, as provided by the Senior Lien Resolution and set forth or provided for in any Supplemental Resolution, but shall not include any such payment obligations (including by virtue of subrogation to rights of Bondowners) resulting from a failure by the Corporation to pay or provide for the payment of principal of or interest on Senior Lien Bonds as and when due and payable. Parity Reimbursement Obligations shall include, among other things, reimbursements of direct-pay letters of credit to be drawn on each principal and/or interest payment date.

**Person or Persons** shall mean an individual, partnership, limited liability partnership, corporation, limited liability corporation, trust or unincorporated organization and a government or agency or political subdivision or branch thereof.

**Principal Installment** shall mean, as of any date with respect to any Series, so long as any Senior Lien Bonds thereof are Outstanding, the sum of (i) the principal amount and Compounded Amount (to the extent applicable) of Senior Lien Bonds of such Series (including the principal amount of Option Bonds tendered for payment and not purchased) due (or so tendered for payment and not purchased) on such date for which no Sinking Fund Installments have been established, and (ii) the unsatisfied balance (determined as provided by the Senior Lien Resolution) of any Sinking Fund Installments due on such date for Senior Lien Bonds of such Series, together with the premiums, if any, payable upon the redemption of such Senior Lien Bonds by application of such Sinking Fund Installments.

**Principal Subaccount** shall mean the Principal Subaccount established in the Debt Service Account by the Senior Lien Resolution.

**Qualified Hedge** shall mean, if and to the extent constituting an Ancillary Bond Facility and to the extent from time to time permitted by law, with respect to Bonds, (i) any financial arrangement (a) which is entered into by the Corporation with an entity that is a Qualified Hedge Provider at the time the arrangement is entered into, (b) which is a cap, floor or collar, forward rate, future rate, swap (such swap may be based on an amount equal either to the principal amount of such Senior Lien Bonds as may be designated or a notional principal amount relating to all or a portion of the principal amount of such Senior Lien Bonds), asset, index, price or market-linked transaction or agreement, other exchange or rate protection transaction agreement, other similar transaction (however designated), or any combination thereof, or any option with respect to any of the foregoing, executed by the Corporation, and (c) which has been designated as a Qualified Hedge with respect to such Senior Lien Bonds in a written determination signed by an Authorized Officer and delivered to the Trustee, and (ii) any letter of credit, line of credit, policy of insurance, surety bond, guarantee or similar instrument securing the obligations of the Corporation under any financial arrangement described in clause (i) above.

**Qualified Hedge Provider** means an entity whose long term obligations, other unsecured long term obligations, financial program rating, counterparty rating, or claims paying ability, or whose payment obligations under an interest rate exchange agreement are guaranteed by an entity whose long term debt obligations, other unsecured long term obligations, financial program rating, counterparty rating, or claims paying ability, are rated at the time of the execution of such Qualified Hedge either (i) at least as high as the third highest Rating Category of each Rating Agency then maintaining a rating for the Qualified Hedge Provider, but in no event lower than any Rating Category designated by any such Rating Agency for the Senior Lien Bonds subject to such Qualified Hedge, or (ii) any such lower Rating Categories which each such Rating Agency indicates in writing to the Corporation and the Trustee will not, by itself, result in a reduction or withdrawal of its rating on the Outstanding Senior Lien Bonds subject to such Qualified Hedge that is in effect prior to entering into such Qualified Hedge.

**Rating Agency** shall mean each nationally recognized statistical rating organization then maintaining a rating on the Senior Lien Bonds at the request of the Corporation.

**Rating Category** shall mean one of the generic rating categories of any Rating Agency without regard to any refinement or gradation of such rating by a numerical modifier or otherwise.

**Rebate Account** shall mean the Account by that name established by the Senior Lien Resolution.

**Rebate Amount** shall mean with respect to the Senior Lien Bonds, the amount computed as described in the Tax Certificate.

**Record Date** shall mean, with respect to each payment of principal and premium of and interest on each Senior Lien Bond, the date specified as the "record date" therefor in the Supplemental Resolution authorizing such Senior Lien Bond.

**Redemption Account** shall mean the Account by that name established by the Senior Lien Resolution.

**Redemption Price** shall mean, when used with respect to a Senior Lien Bond (other than a Convertible Capital Appreciation Bond or a Capital Appreciation Bond), or a portion thereof to be redeemed, the principal amount of such Senior Lien Bond or such portion thereof plus the applicable premium, if any, payable upon redemption thereof, pursuant to the Senior Lien Resolution and the applicable Supplemental Resolution, but, when used with respect to a Convertible Capital Appreciation Bond or a Capital Appreciation Bond, “Redemption Price” shall mean the Compounded Amount on the date of redemption of such Senior Lien Bond or portion thereof plus the applicable premium, if any.

**Refunding Bonds** shall mean all Senior Lien Bonds authenticated and delivered on original issuance pursuant to the Senior Lien Resolution or thereafter authenticated and delivered in lieu of or in substitution for any such Senior Lien Bond pursuant to the Senior Lien Resolution.

**Reserve Account Cash Equivalent** shall mean a letter of credit, insurance policy, surety, guaranty or other security arrangement provided to the Trustee as a substitute for the deposit of cash and/or Investment Securities, or another Reserve Account Cash Equivalent, in the Debt Service Reserve Account pursuant to the Senior Lien Resolution. Each such arrangement shall be provided by an institution which has received a rating of its claims paying ability from each Rating Agency at least equal to the then existing rating on the Senior Lien Bonds or whose unsecured long-term debt securities are rated by each Rating Agency at least equal to the then existing rating on the Senior Lien Bonds (or the highest short-term rating if the Reserve Account Cash Equivalent has a remaining term at the time of acquisition not exceeding one year); provided, however, that a Reserve Account Cash Equivalent may be provided by an institution which has received a rating of its claims paying ability which is lower than that set forth above or whose unsecured long-term (or short-term) debt securities are rated lower than that set forth above, so long as the providing of such Reserve Account Cash Equivalent does not, as of the date it is provided, in and of itself, result in the reduction or withdrawal of the then existing rating assigned to any of the Senior Lien Bonds by any of the Rating Agencies.

**Revenue Account** shall mean the Account by that name established by the Senior Lien Resolution.

**Revenues** shall mean the following, collectively, except as otherwise may be provided with respect to a Series of Senior Lien Bonds by the Supplemental Resolution authorizing such Senior Lien Bonds:

1. All Convention Center Hotel Unit Fees received by the Corporation or the Trustee.
2. All amounts received by the Corporation or the Trustee pursuant to any Development Corporation Credit Support Agreement.
3. With respect to any particular Senior Lien Bonds, the proceeds of any draw on or payment under any Credit Facility which is intended for the payment of such Senior Lien Bonds, but only for purposes of such payment and not for purposes of the additional Bonds test or other purposes of the Senior Lien Resolution.
4. Any amounts received by the Corporation pursuant to a Qualified Hedge after giving effect to any netting of amounts payable by the parties thereunder.
5. Income and interest earned and gains realized in excess of losses suffered by any Fund, Account (other than the Rebate Account) or Subaccount (other than any Subaccount in the Rebate Account) held by the Trustee under the terms of the Senior Lien Resolution.
6. Any other revenues, fees, charges, surcharges, rents, proceeds or other income and receipts received by or on behalf of the Corporation or by the Trustee, lawfully available for the purposes of the Senior Lien Resolution and deposited by or on behalf of the Corporation or by the Trustee in any Fund, Account (other than the Costs of Issuance Account, Construction Account and Rebate Account) or Subaccount (other than any Subaccount in the Costs of Issuance Account, Construction Account or Rebate Account) held by the Trustee under the terms of the Senior Lien Resolution.

For purposes of clarification, Revenues described in clause 2 of this definition of “Revenues” may only be applied to the payment of Debt Service on Bonds supported by the Development Corporation Credit Support Agreement.

**Senior Lien Bonds** shall mean any bonds, notes, loans, other obligations or any evidence of indebtedness of the Corporation, issued pursuant to the Senior Lien Resolution.

**Senior Lien Pledged Property** shall mean the following, collectively, except as otherwise may be provided with respect to a Series of Senior Lien Bonds by the Supplemental Resolution authorizing such Senior Lien Bonds:

1. All Revenues.
2. All right, title and interest of the Corporation in and to Revenues, and all rights to receive the same.
3. All right, title and interest of the Corporation in and to each Development Corporation Credit Support Agreement.
4. The Funds, Accounts (other than the Costs of Issuance Account, Construction Account and Rebate Account) and Subaccounts (other than Subaccounts in the Costs of Issuance Account, Construction Account or Rebate Account) held by the Trustee, and moneys and securities and, in the case of the Debt Service Reserve Account, Reserve Account Cash Equivalents, from time to time held by the Trustee under the terms of the Senior Lien Resolution, subject to the application thereof as provided in the Senior Lien Resolution.
5. Any and all other rights and real or personal property of every kind and nature from time to time hereafter pledged by the Corporation to the Trustee as and for additional security for the Senior Lien Bonds and Parity Obligations.

**Senior Lien Resolution** shall mean the New York Convention Center Development Corporation Amended and Restated Revenue Bond (Hotel Unit Fee Secured) Resolution adopted on November 3, 2005, amended and restated on August 3, 2015 and August 10, 2016, as amended or supplemented from time to time.

**Serial Bonds** shall mean Senior Lien Bonds which mature in annual installments.

**Series** shall mean all of the Senior Lien Bonds authenticated and delivered on original issuance identified pursuant to the Supplemental Resolution as a separate series of Senior Lien Bonds, and any Senior Lien Bonds thereafter authenticated and delivered in lieu of or in substitution therefor pursuant to the Senior Lien Resolution, regardless of variations in maturities, principal amount, interest rate or other provisions.

**Series 2015 Bonds** means the Corporation’s Revenue Refunding Bonds (Hotel Unit Fee Secured) Series 2015 that will remain outstanding following the issuance of the Series 2026A Bonds.

**Series 2016A Bonds** means the Corporation’s Senior Lien Revenue Bonds (Hotel Unit Fee Secured) Series 2016A that will remain outstanding following the issuance of the Series 2026B Bonds.

**Series 2026 Bonds** means the Series 2026A Bonds and the Series 2026B Bonds.

**Series 2026A Bonds** means the Corporation’s Senior Lien Revenue Refunding Bonds (Hotel Unit Fee Secured) Series 2026A, in a principal amount of \$[\_\_\_\_\_] authorized by Article II of the Fourth Senior Lien Supplemental Resolution.

**Series 2026B Bonds** means the Corporation's Senior Lien Revenue Refunding Bonds (Hotel Unit Fee Secured) Series 2026B, in a principal amount of \$[\_\_\_\_\_] authorized by Article II of the Fifth Senior Lien Supplemental Resolution.

**Sinking Fund Installment** shall mean, when used with respect to any Series of Senior Lien Bonds, the amount of principal or Compounded Amount, as the case may be, due prior to maturity on Senior Lien Bonds of a given maturity on any particular due date as specified in the Supplemental Resolution pursuant to which such Series was issued.

**SONYMA** shall mean the State of New York Mortgage Agency, a public benefit corporation created under Section 2401 of the New York Public Authorities Law.

**SONYMA Senior Lien Bonds** shall mean 2015 SONYMA Bonds and the 2016A SONYMA Bonds.

**Standard & Poor's** shall mean S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, and its successors and assigns.

**Standby Purchase Agreement** means, if and to the extent constituting an Ancillary Bond Facility, an agreement by and between the Corporation and another person pursuant to which such person is obligated to purchase Option Bonds or Fixed Tender Bonds tendered for purchase.

**State** shall mean the State of New York.

**Subaccount** or **Subaccounts** shall mean any subaccount or subaccounts, as the case may be, established or created pursuant to the Senior Lien Resolution, including but not limited to any subaccount of a subaccount, that does not include any escrow or other fund or account established or created pursuant to the resolutions of the Senior Lien Resolution relating to the defeasance of the Senior Lien Bonds.

**Subordinated Lien Bonds** shall mean any bonds, notes, loans, other obligations or any evidence of indebtedness of the Corporation, issued pursuant to the Subordinated Lien Resolution.

**Subordinated Lien Resolution** shall mean the New York Convention Center Development Corporation Subordinated Lien Revenue Bond (Hotel Unit Fee Secured) Resolution adopted on August 10, 2016, as amended or supplemented from time to time.

**Subordinated Lien Resolution Event of Default** shall mean an "Event of Default" as defined in the Subordinated Lien Resolution.

**Supplemental Resolution** shall mean any resolution supplemental to or amendatory of the Senior Lien Resolution or any Supplemental Resolution, adopted by the Corporation in accordance with the Senior Lien Resolution.

**Taxable Bonds** shall mean Senior Lien Bonds of a Series which are not Tax Exempt Bonds.

**Tax Certificate** shall mean the document executed by the Corporation with respect to each Series of Senior Lien Bonds containing representations and certifications to support the exclusion of the interest on such Senior Lien Bonds under the Code.

**Tax Exempt Bonds** shall mean Senior Lien Bonds of a Series the interest on which, in the opinion of Bond Counsel, on the date of original issuance thereof, is excluded from gross income for federal income tax purposes.

**Term Bonds** shall mean Senior Lien Bonds having a single stated maturity date for which Sinking Fund Installments are specified in a Supplemental Resolution.

**Trustee** shall mean the bank, trust company or national banking association appointed pursuant to the Senior Lien Resolution to act as trustee hereunder, and its successor or successors and any other bank, trust company or national banking association which may at any time be substituted in its place pursuant to the provisions of the Senior Lien Resolution.

## **Summary of Certain Provisions of the Senior Lien Resolution**

*The following is a general summary of certain provisions of the Resolution as presently in effect. The summary does not purport to be comprehensive or definitive and is subject to all of the terms and provisions of the Senior Lien Resolution, to which reference is hereby made. Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to such terms in the Summary of Certain Provisions of the Subordinated Lien Resolution.*

### **Senior Lien Resolution to Constitute Contract (Section 103)**

The Senior Lien Resolution shall be deemed to be and shall constitute a contract between the Corporation, the Owners from time to time of the Bonds and the Credit Facility Providers; and the pledge made in the Senior Lien Resolution and the covenants and agreements therein set forth to be performed on behalf of the Corporation shall be for the equal benefit, protection and security of the Owners of any and all of the Senior Lien Bonds and the Credit Facility Providers, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction of any of the Senior Lien Bonds and Credit Facility Providers over any other thereof, except as expressly provided in or permitted by the Senior Lien Resolution.

### **Authorization of Senior Lien Bonds (Section 201)**

The Senior Lien Resolution creates, in the manner and to the extent provided herein, a continuing pledge of and lien on Senior Lien Pledged Property to secure the full and final payment of the principal of and premium, if any, and interest on, all of the Senior Lien Bonds issued pursuant to the Senior Lien Resolution. The Senior Lien Bonds shall be special obligations of the Corporation payable from the Senior Lien Pledged Property without recourse against other assets of the Corporation. The State shall not be liable on the Bonds or any Ancillary Bond Facility or any Senior Lien Credit Support Agreement. Neither any Senior Lien Bond nor the obligations of the Corporation under any Ancillary Bond Facility or Development Corporation Credit Support Agreement shall constitute a debt of the State within the meaning of any constitutional provision, or a pledge of the faith and credit of the State or of the taxing power of the State, and the State shall not be liable to make any payments thereon, nor shall any Senior Lien Bond or the obligations of the Corporation under any Ancillary Bond Facility or Development Corporation Credit Support Agreement be payable out of any funds or assets other than the Convention Center Development Fund and other funds and assets of or available to the Corporation and pledged therefor and the Senior Lien Bonds and any Ancillary Bond Facility or Development Corporation Credit Support Agreement shall contain a statement to the foregoing effect.

### **Special Provisions for Refunding Bonds (Section 203)**

Senior Lien Bonds of one or more Series may be authenticated and delivered upon original issuance, subject to the provisions and limitations of the Senior Lien Resolution, for the purpose of refunding Senior Lien Bonds and/or Subordinated Lien Bonds. The Supplemental Resolution authorizing each such Series of Refunding Bonds shall set forth that the purposes for which such Series is issued include the payment or redemption of all or any part of the Senior Lien Bonds and/or Subordinated Lien Bonds of any one or more Series then Outstanding.

The Refunding Bonds of such Series shall be authenticated and delivered by the Trustee only upon the prior written consent of SONYMA required by clause (v) of the first paragraph of the Section entitled "Covenants for the Benefit of SONYMA" below and receipt by the Trustee (in addition to the general provisions set forth in the Resolution for the issuance of Bonds) of:

- (i) irrevocable instructions to the Trustee or the Subordinated Lien Trustee, in form reasonably satisfactory to it, to give due notice of the payment or redemption of all the Senior Lien Bonds and/or Subordinated Lien Bonds so to be refunded on a payment or redemption date specified in such instructions and the payment or redemption dates, if any, upon which such Senior Lien Bonds and/or Subordinated Lien Bonds are to be paid or redeemed;

(ii) if the Senior Lien Bonds and/or Subordinated Lien Bonds of a Series to be refunded are to be paid or redeemed subsequent to the forty-fifth day next succeeding the date of authentication, irrevocable instructions to the Trustee or the Subordinated Lien Trustee, to provide notice in the manner provided in the Section entitled "Defeasance" with respect to the payment of such Senior Lien Bonds pursuant to such Section and in the manner provided in Section 1201 of the Subordinated Lien Resolution with respect to the payment of such Subordinated Lien Bonds pursuant to such Section 1201;

(iii) either (A) moneys or (B) Defeasance Securities as shall be necessary to comply with the provisions of the second paragraph of the Section entitled "Defeasance" with respect to Bonds or subsection 2 of Section 1201 of the Subordinated Lien Resolution with respect to Subordinated Lien Bonds, which moneys and Defeasance Securities shall be held in trust and used only as provided in said paragraph with respect to Senior Lien Bonds or subsection 2 of Section 1201 of the Subordinated Lien Resolution with respect to Subordinated Lien Bonds; and

(iv) a certificate of an independent certified public accountant that the amounts described in paragraph (iii) above are sufficient to pay or redeem all of the Senior Lien Bonds and/or Subordinated Lien Bonds to be refunded;

Refunding Bonds may be issued upon compliance with the Section entitled "Issuance of Additional Senior Lien Bonds" in lieu of compliance with the second paragraph of this Section.

#### **Credit and Liquidity Facilities; Rights of Credit Facility Providers (Section 205)**

In connection with any Senior Lien Bonds, the Corporation may obtain or cause to be obtained one or more Credit Facilities or Liquidity Facilities and agree with the Credit Facility Provider or Liquidity Facility Provider to reimburse such provider directly for amounts paid under the terms of such Credit Facility or Liquidity Facility, together with interest thereon; provided, however, that no obligation to reimburse a Credit Facility Provider or Liquidity Facility Provider shall be created, for purposes of the Senior Lien Resolution, until amounts are paid under such Credit Facility or Liquidity Facility.

Any Supplemental Resolution may provide that (i) so long as a Credit Facility (other than the Development Corporation Credit Support Agreement) providing security is in full force and effect, and payment on the Credit Facility is not in default and the Credit Facility Provider is qualified to do business in the State, the Credit Facility Provider shall be deemed to be the sole Owner of the Outstanding Senior Lien Bonds the payment of which such Credit Facility secures when the approval, consent or action of the Owners of such Senior Lien Bonds is required or may be exercised under the Senior Lien Resolution, or, in the alternative, that the approval, consent or action of the Credit Facility Provider shall be required in addition to the approval, consent or action of the applicable percentage of the Owners of Outstanding Senior Lien Bonds required by the Section entitled "Powers of Amendment" and following an Event of Default, provided that no such approval, consent or action of a Credit Facility Provider may be made or taken without the approval, consent or action of the Owner of each Senior Lien Bond affected if such approval, consent or action of such Owner otherwise would be required by the second sentence of the Section entitled "Powers of Amendment", and (ii) in the event that the principal, Sinking Fund Installments, if any, and Redemption Price, if applicable, and interest due on any Outstanding Senior Lien Bonds shall be paid under the provisions of a Credit Facility, all covenants, agreements and other obligations of the Corporation to the Owners of such Senior Lien Bonds shall continue to exist and such Senior Lien Bonds shall be deemed to remain Outstanding, and such Credit Facility Provider shall be subrogated to the rights of such Owners in accordance with the terms of such Credit Facility.

In the event that the principal of or interest due on any Outstanding Senior Lien Bonds shall be paid under the provisions of any Development Corporation Credit Support Agreement, all covenants, agreements and other obligations of the Corporation to the Owners of such Senior Lien Bonds shall continue to exist and such Senior Lien Bonds shall be deemed to remain Outstanding, and SONYMA shall be subrogated to the rights of such Owners, until all amounts payable by the Corporation under all Development Corporation Credit Support Agreements shall have been paid in accordance with the terms of such Development Corporation Credit Support Agreements.

### **Qualified Hedges (Section 206)**

The Corporation may enter into one or more Qualified Hedges in connection with any Bonds (i) at the time of issuance of such Senior Lien Bonds, (ii) prior to the issuance of such Senior Lien Bonds, in anticipation of the issuance thereof, provided such Bonds have been authorized by the Corporation and payments by the Corporation under the Qualified Hedges do not commence until the date such Bonds are expected to be issued or (iii) after the issuance of such Senior Lien Bonds.

### **Ancillary Bond Facilities (Section 208)**

In addition to those Ancillary Bond Facilities specifically referred to in the Senior Lien Resolution, the Corporation may enter into any other Ancillary Bond Facility as provided in the Act.

### **Subordinate Lien Bonds (Section 209)**

Subject to and in accordance with the requirements of the Senior Lien Resolution and any Supplemental Resolution, the Corporation is authorized and has the power and the right to issue or to enter into Subordinated Lien Obligations on a basis that is junior and subordinate to the Senior Lien Bonds.

### **Privilege of Redemption and Redemption Price (Section 401)**

Senior Lien Bonds subject to redemption prior to maturity pursuant to a Supplemental Resolution shall be redeemable, upon notice as provided in the Senior Lien Resolution, at such times, at such Redemption Prices and upon such terms in addition to and consistent with the terms contained in the Senior Lien Resolution as may be specified in the Supplemental Resolution authorizing such Series.

### **Redemption at the Election of the Corporation (Section 402)**

In the case of any redemption of Senior Lien Bonds otherwise than as provided in the Section entitled "Redemption out of Sinking Fund Installments" below, the Corporation shall give written notice to the Senior Lien Trustee of its election so to redeem, of the redemption date, of the Series, and of the aggregate principal amount (or Compounded Amount, if applicable) of the Senior Lien Bonds of each maturity and interest rate of such Series to be redeemed which shall be determined by the Corporation in its sole discretion subject to any limitations with respect thereto contained in any Supplemental Resolution and of the moneys to be applied to the payment of the Redemption Price. Such notice shall be given at least forty (40) days prior to the redemption date or such shorter period as shall be acceptable to the Senior Lien Trustee. In the event notice of redemption shall have been given as provided in the Senior Lien Resolution, except to the extent such notice shall state that such redemption is conditioned upon the receipt by the Senior Lien Trustee of moneys sufficient to pay the Redemption Price or upon the satisfaction of any other condition or the occurrence of any other event as shall be stated in such notice, the Corporation shall, prior to the redemption date, pay or cause to be paid to the Senior Lien Trustee an amount in cash and/or a principal amount of Investment Obligations maturing or redeemable at the option of the holder thereof not later than the date fixed for redemption which, in addition to other moneys, if any, available therefor held by the Senior Lien Trustee, will be sufficient to redeem on the redemption date at the Redemption Price thereof, plus interest accrued and unpaid to the redemption date, all of the Senior Lien Bonds to be redeemed. The Corporation shall promptly notify the Senior Lien Trustee in writing of all such payments to the Senior Lien Trustee.

### **Redemption out of Sinking Fund Installments (Section 403)**

In addition to the redemption of Senior Lien Bonds pursuant to Sections entitled "Privilege of Redemption and Redemption Price" and "Redemption at the Election of the Corporation" above, Term Bonds issued pursuant to the Senior Lien Resolution shall be subject to mandatory redemption by lot out of Sinking Fund Installments at a Redemption Price equal to the principal amount (or Compounded Amount, if applicable) thereof on the dates and in the amounts set forth in the Supplemental Resolution pursuant to which such Senior Lien Bonds were issued.

In the case of any redemption of Senior Lien Bonds out of Sinking Fund Installments, the Corporation shall, in the case of each Sinking Fund Installment, give written notice to the Senior Lien Trustee of (i) the date of such Sinking Fund Installment, (ii) the unsatisfied balance of such Sinking Fund Installment (determined as provided in the Section entitled "Satisfaction of Sinking Fund Installments") and (iii) the particular Series and maturity of the Senior Lien Bonds entitled to such Sinking Fund Installment. Such notice shall be given at least forty (40) days prior to the date of such Sinking Fund Installment, or such shorter period as shall be acceptable to the Senior Lien Trustee.

The Corporation shall, and covenants that it will, prior to the date of such Sinking Fund Installment, pay to the Senior Lien Trustee an amount in cash which, in addition to other moneys, if any, available therefor held by the Senior Lien Trustee, will be sufficient to redeem at the date of such Sinking Fund Installment, at the Redemption Price thereof, plus interest accrued and unpaid to the date of the Sinking Fund Installment, all of the Senior Lien Bonds which are to be redeemed out of such Sinking Fund Installment.

#### **Selection of Senior Lien Bonds to be Redeemed in Partial Redemption (Section 404)**

In the event of redemption of less than all the Outstanding Senior Lien Bonds of a particular Series pursuant to Section entitled "Privilege of Redemption and Redemption Price" and "Redemption at the Election of the Corporation", the Corporation shall designate the maturities of the Senior Lien Bonds to be redeemed.

If less than all of the Outstanding Senior Lien Bonds of a particular Series and maturity are to be redeemed, the Senior Lien Trustee shall assign to each such Outstanding Senior Lien Bond a distinctive number for each amount representing the lowest authorized denomination of the principal amount of such Senior Lien Bond and shall select by lot, using such method of selection as it shall deem proper in its discretion, as many numbers as, at the amount representing the lowest authorized denomination for each number, shall equal the principal amount (or Compounded Amount, if applicable) of such Senior Lien Bonds to be redeemed. The Senior Lien Bonds to be redeemed shall be the Senior Lien Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount (or Compounded Amount, if applicable) of each such Senior Lien Bond of a denomination of more than the amount representing the lowest authorized denomination shall be redeemed as shall equal the amount representing the lowest authorized denomination for each number assigned to it and so selected. For purposes of this Section, Senior Lien Bonds or portions thereof which have theretofore been selected by lot for redemption shall not be deemed to be Outstanding.

#### **The Pledge (Section 501)**

The Senior Lien Pledged Property, subject to the Section entitled "Compensation" of the Senior Lien Resolution relating to compensating the Senior Lien Trustee, is pledged to the Senior Lien Trustee for the payment and as security for the payment of the Principal Installments and Redemption Price of and interest on the Senior Lien Bonds and payments due under Credit Facilities, and payments due under Liquidity Facilities and Qualified Hedges to the extent provided by a Supplemental Resolution, in each case in accordance with their terms and the provisions of the Senior Lien Resolution and subject to the provisions of the Senior Lien Resolution permitting the application of the Senior Lien Pledged Property for the purposes and on the terms and conditions set forth in the Senior Lien Resolution. Nothing contained in the Senior Lien Resolution shall prevent (i) a Credit Facility or Liquidity Facility from being provided with respect to any particular Senior Lien Bonds and not others, (ii) different reserves being provided pursuant to the Senior Lien Resolution with respect to Senior Lien Bonds than are provided for Parity Obligations or with respect to particular Senior Lien Bonds than are provided for other Senior Lien Bonds, or (iii) different reserves being provided with respect to particular Parity Obligations than are provided for other Parity Obligations.

To the fullest extent provided by the Act and other applicable law, the pledge provided by the preceding Paragraph shall be valid and binding, and the Senior Lien Pledged Property shall immediately be subject to the lien of this pledge, without any physical delivery thereof or further act, and that the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Corporation, irrespective of whether such parties have notice thereof. Pursuant to the Act as in effect on the date of adoption of the Senior Lien Resolution, such pledge vests automatically upon adoption of the Senior Lien Resolution without the need for any notice or filing in any location.

### **Establishment of Fund and Accounts (Section 502)**

Pursuant to the Senior Lien Resolution, the Convention Center Development Fund, as created by the Act, is hereby established and shall be held, managed and administered by the Corporation. The Convention Center Development Fund shall not be and shall not be deemed to be part of the State Treasury or of any of the funds of the State, or any of the funds under the management of the State. Nothing in the Senior Lien Resolution shall be deemed in any way to obligate the State to any Bondowner, to the provider of any Ancillary Bond Facility or Development Corporation Credit Support Agreement, or to any other creditor of the Convention Center Development Fund.

Pursuant to the Senior Lien Resolution, the following special Accounts and Subaccounts are hereby created and established, each of which shall have as a prefix "Convention Center Development Fund" and shall be held by the Senior Lien Trustee:

Costs of Issuance Account,

Capitalized Interest Account,

Construction Account,

Revenue Account,

Debt Service Account, which shall contain therein a Principal Subaccount and an Interest Subaccount,

Debt Service Reserve Account,

Redemption Account, and

Rebate Account, which shall contain therein a Subaccount for each Series of Senior Lien Bonds or for more than one Series of Senior Lien Bonds that are treated as a single issue of bonds under the Code as specified in the applicable Tax Certificate.

The Corporation may establish and create such other Accounts in the Fund, or such other Subaccounts in any Account, as may be authorized pursuant to any Supplemental Resolution, including a Supplemental Resolution authorizing a Series of Senior Lien Bonds, and deposit therein such amounts as may from time to time be held for the credit of any Account or Subaccount.

Amounts held by the Corporation or by the Senior Lien Trustee at any time in the Fund or any Accounts and Subaccounts established pursuant to this Section, as the case may be, shall be held in trust separate and apart from all other funds, accounts and subaccounts of the Corporation and shall be applied only in accordance with the provisions of the Senior Lien Resolution and the Act.

### **Costs of Issuance Account and Capitalized Interest Account (Section 503)**

There shall be deposited in the Costs of Issuance Account amounts, if any, determined to be deposited therein pursuant to a Supplemental Resolution containing the information required to be set forth by the Senior Lien Resolution and authorizing the issuance of a Series of Senior Lien Bonds.

There shall be deposited in the Capitalized Interest Account amounts, if any, determined to be deposited therein pursuant to the requirements of a Supplemental Resolution containing the information required to be set forth by the Senior Lien Resolution and authorizing the issuance of a Series of Senior Lien Bonds.

Amounts on deposit in the Capitalized Interest Account or any Subaccount thereof shall be transferred to the Interest Subaccount in the Debt Service Account on or prior to the Business Day preceding each

interest payment date in accordance with the requirements of the Supplemental Resolution or Supplemental Resolutions authorizing such deposits to be made and providing for the application of such deposits.

Amounts on deposit in the Costs of Issuance Account or any Subaccount thereof, shall be applied to the payment of Costs of Issuance of Senior Lien Bonds, but only upon written certification by an Authorized Officer of the Corporation:

- (i) setting forth the amount to be paid, the person or persons to whom such payment is to be made (which may be or include the Corporation) and, in reasonable detail, the purpose of such withdrawal; and
- (ii) stating that the amount to be withdrawn from the Costs of Issuance Account or any Subaccount thereof is a proper charge thereon and that such charge has not been the basis of any previous withdrawal.

Any amounts on deposit (i) in the Costs of Issuance Account or any Subaccount thereof and not set aside by the Corporation, or set aside but determined by the Corporation to be no longer required, to pay Costs of Issuance of a Series of Senior Lien Bonds, and (ii) in the Capitalized Interest Account or any Subaccount thereof and not set aside by the Corporation, or set aside but determined by the Corporation to be no longer required, to pay interest on a Series of Senior Lien Bonds, shall be deposited as provided for in the immediately succeeding paragraph of this Section.

The Senior Lien Trustee shall deposit any funds described in the preceding paragraph in (i) the Construction Account, (ii) the Revenue Account and/or (iii) the Redemption Account, in each case as may be directed by the Corporation; provided, however, in the case of proceeds of a Series of Tax Exempt Bonds, that prior to any deposit to the Revenue Account or the Redemption Account the Corporation and the Senior Lien Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit is authorized or permitted to be made pursuant to the Senior Lien Resolution and that such deposit will not adversely affect the exclusion of interest on the Senior Lien Bonds from gross income for Federal income tax purposes.

In the event of the refunding of any Senior Lien Bonds, the Corporation may withdraw from the Capitalized Interest Account related to the Senior Lien Bonds to be refunded all or any portion of amounts accumulated therein with respect to the Senior Lien Bonds to be refunded and deposit such amounts as provided in such written direction; provided, however, that such withdrawal shall not be made unless immediately thereafter the Senior Lien Bonds being refunded shall be deemed to have been paid pursuant to the Section entitled "Defeasance" below. In the event the Senior Lien Bonds are being refunded by Subordinated Lien Bonds, the Corporation may direct that such amounts be transferred to the Subordinated Lien Trustee.

#### **Construction Account (Section 504)**

There shall be deposited in the Construction Account any amounts which are required to be deposited therein pursuant to the Senior Lien Resolution, any Supplemental Resolution and any other amounts available therefor and determined by the Corporation to be deposited therein from time to time.

Except as otherwise provided in the applicable Supplemental Resolution, amounts deposited in the Construction Account from the proceeds of sale of a Series of Senior Lien Bonds shall be applied (a) to pay, or reimburse the State or any agency, instrumentality or public benefit corporation thereof, including the Corporation, for the prior payment by any such entity for, costs of the Expansion Project, and (b) for any Costs of Issuance of such Senior Lien Bonds the payment of which has not been provided for from the Costs of Issuance Account.

The Senior Lien Trustee shall apply amounts on deposit in the Construction Account at any time for the purpose of making payments pursuant to this Section, but only upon certification by an Authorized Officer of the Corporation:

- (i) setting forth the amount to be paid, the person or persons to whom such payment is to be made and, in reasonable detail, the purpose of such withdrawal; and
- (ii) stating that the amount to be withdrawn from the Construction Account is a proper charge thereon, and that such charge has not been the basis of any previous withdrawal.

Any amount remaining in the Construction Account and not set aside by the Corporation for application in accordance with the applicable Supplemental Resolution shall be deposited in (i) the Revenue Account and/or (ii) the Redemption Account, in each case as may be directed by the Corporation; provided, however, in the case of proceeds of a Series of Tax Exempt Bonds, that the Corporation and the Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit is authorized or permitted by the Senior Lien Resolution and will not adversely affect the exclusion of interest on the Senior Lien Bonds from gross income for Federal income tax purposes.

#### **Revenue Account (Section 505)**

All Revenues, upon receipt thereof, shall be deposited into the Revenue Account except as provided by the third paragraph of the Section entitled "Investment of Funds, Accounts and Subaccount Held by the Senior Lien Trustee" below; provided, however, that the proceeds of any draw on or payment under any Credit Facility which is intended for the payment of a Senior Lien Bond may be applied directly to such payment or deposited directly to the Debt Service Account for such purpose. In addition, there shall be deposited in the Revenue Account all other amounts required by the Senior Lien Resolution to be so deposited. Amounts on deposit from time to time in the Revenue Fund shall be withdrawn and deposited as of the last Business Day of each calendar month as follows and in the following order of priority:

FIRST: to the payment of regularly scheduled fees of the Senior Lien Trustee and regularly scheduled fees payable under each Credit Facility and Liquidity Facility;

SECOND: to the Debt Service Account, all amounts until the amount on deposit in the Debt Service Account shall equal the Debt Service Account Deposit Requirement except for the portion of the Debt Service Account Deposit Requirement that relates to principal of any SONYMA Senior Lien Bonds;

THIRD: to pay or provide for the payment of any amounts payable by the Corporation under each Development Corporation Credit Support Agreement in accordance therewith, to the extent not paid pursuant to paragraph FIRST above;

FOURTH: to the Debt Service Account, all amounts until the amount on deposit in the Debt Service Account shall equal the Debt Service Account Deposit Requirement including the portion of the Debt Service Account Deposit Requirement that relates to principal of any SONYMA Senior Lien Bonds;

FIFTH: to the Debt Service Reserve Account, the amount required to cause the amount on deposit therein to be at least equal to the Debt Service Reserve Account Requirement;

SIXTH: to reimburse or pay Credit Facility Providers for draws or payments under Credit Facilities (other than Development Corporation Credit Support Agreements) to pay principal or Redemption Price of or interest on Senior Lien Bonds, whether such reimbursements or payments are made to the Credit Facility Provider as a Bondowner, as a subrogee or otherwise;

SEVENTH: to pay or provide for the payment of amounts payable under Credit Facilities, Liquidity Facilities and Qualified Hedges not constituting Parity Obligations or payable pursuant to paragraph FIRST, THIRD or SIXTH above;

EIGHTH: to retain in the Revenue Account an amount equal to 80% of an amount equal to the aggregate of the greatest amount of Debt Service on all Outstanding Senior Lien Bonds payable in the then-current Bond Year or in any Bond Year thereafter, which moneys may be applied to any purpose of paragraphs FIRST through SEVENTH of this subsection and in such order of priority; provided, however, that no such amounts shall be applied to pay principal of or interest on Senior Lien Bonds to the extent so provided in the Tax Certificate; and

NINTH: to transfer all remaining amounts to the Subordinated Lien Trustee for application in accordance with the Subordinated Lien Resolution.

provided, however, that no such amounts referenced in paragraphs FIRST through SEVENTH shall be required to be deposited in any Account or Subaccount in advance of one Business Day prior to the due date of any such deposit or of any payment therefrom.

2. Purchases of Senior Lien Bonds from amounts in the Senior Lien Revenue Account established under the Senior Lien Resolution shall be made upon the written direction of an Authorized Officer, with or without advertisement and with or without notice to other Owners of Subordinated Lien Bonds. Such purchases shall be made at such price or prices as determined by such written instructions. If Sinking Fund Installments have been established for the maturities of Senior Lien Bonds purchased by the Corporation, then the Senior Lien Trustee, upon written instructions from an Authorized Officer of the Corporation, shall credit the principal amount purchased against future Sinking Fund Installments in direct chronological order, unless otherwise instructed in writing by an Authorized Officer of the Corporation at the time of such purchase.

3. In the event that there are no Subordinated Lien Bonds Outstanding and other amounts due and owing under the terms of the Subordinated Lien Resolution, the following shall apply:

- (i) paragraph NINTH above shall read as follows: to transfer all remaining amounts to the Corporation to be used for any lawful purpose under the Act, as amended and then in effect, all as determined by the Corporation, including, but not limited to (I) the payment or reimbursement of Financing Costs, (II) subject to the Senior Lien Resolution, the redemption and/or purchase of Bonds, whether for cancellation or otherwise, or (III) deposit to the Construction Account pursuant to Section 504.1 of the Senior Lien Resolution. Purchase of Bonds shall be made upon the written direction of an Authorized Officer in accordance with the provisions of subsection 2 of Section 505 of the Senior Lien Resolution.

**Debt Service Account; Draws on Development Corporation Credit Support Agreements; Purchases of SONYMA Senior Lien Bonds by the Corporation (Section 506)**

1. There shall be transferred from the Revenue Account pursuant to paragraphs SECOND and FOURTH of the Section entitled "Revenue Account" above, and deposited into the Interest Subaccount and the Principal Subaccount of the Debt Service Account, no later than the last Business Day of each calendar month of each Bond Year, all amounts on deposit in the Revenue Account until the amount on deposit in the Debt Service Account shall equal the Debt Service Account Deposit Requirement for such Bond Year.

2. There also shall be deposited into the Interest Subaccount of the Debt Service Account, if necessary, the following in the following order of priority:

- (i) Such amount determined by the applicable Supplemental Resolution representing accrued interest received upon the sale of a Series of Senior Lien Bonds.
- (ii) Amounts transferred from the Capitalized Interest Account for the payment of interest on the Senior Lien Bonds.
- (iii) Amounts transferred from the Debt Service Reserve Account for the payment of interest on the Senior Lien Bonds and the interest component of Parity Obligation.
- (iv) Amounts paid to the Corporation or the Senior Lien Trustee under any Development Corporation Credit Support Agreement for the payment of interest on any Senior Lien Bonds to which such Development Corporation Credit Support Agreement relates.

3. There also shall be deposited into the Principal Account of the Debt Service Account, if necessary, the following in the following order of priority:

- (i) Amounts transferred from the Debt Service Reserve Account for the payment of Principal Installments of the Senior Lien Bonds and the principal component of Parity Obligations.
- (ii) Amounts transferred from the Redemption Account for the payment of Principal Installments of any Senior Lien Bonds.
- (iii) Amounts paid to the Corporation or the Senior Lien Trustee under any Development Corporation Credit Support Agreement for the payment of Principal Installments of the Senior Lien Bonds to which such Development Corporation Credit Support Agreement relates.

The Senior Lien Trustee shall draw on each Development Corporation Credit Support Agreement on the May 1 and November 1 immediately preceding each May 15 and November 15, respectively, in such amounts and in such manner as shall be permitted or required thereby to pay the principal of the Senior Lien Bonds, the Redemption Price of the Senior Lien Bonds payable upon mandatory redemption out of Sinking Fund Installments, and the interest on the Senior Lien Bonds, in each case to the extent payable thereunder; provided, however, that if the Senior Lien Trustee shall fail to draw on any Development Corporation Credit Support Agreement by such May 1 or November 1, as the case may be, it shall make a subsequent draw thereon in sufficient time to permit payment of such principal, Redemption Price and interest from any other applicable Credit Facility in the event SONYMA fails to honor such subsequent draw; and provided further, however, that no such draw shall be made to pay principal or Redemption Price of or interest on any SONYMA Senior Lien Bonds.

If the Development Corporation Credit Support Agreement is drawn upon to pay the principal (including Sinking Fund Installments) of any SONYMA Senior Lien Bonds, (a) SONYMA shall continue to own such SONYMA Senior Lien Bond, or (b) if elected by SONYMA, the application of such drawing to pay such principal shall be deemed to constitute the purchase of such Senior Lien Bond by the Corporation to the extent of such application. Upon any purchase pursuant to clause (b), SONYMA shall take such action as may be necessary to cause the beneficial ownership of such Senior Lien Bond or portion thereof so purchased to be transferred to the Corporation. Any Senior Lien Bond or portion thereof described in clause (a) or clause (b) shall not be deemed to be paid pursuant to Section 1201 of the Senior Lien Resolution, and such Senior Lien Bond or portion thereof shall remain Outstanding. Such Senior Lien Bonds or portions thereof, in the aggregate, shall be deemed to be pursuant to Section 1201 of the Senior Lien Resolution and no longer Outstanding to the extent their principal amount has been paid by the Corporation under applicable Development Corporation Credit Support Agreements. As applicable, such Senior Lien Bonds shall be held by SONYMA or shall be held by the Corporation for the benefit of SONYMA to secure such payment.

The Senior Lien Trustee shall pay out of the Interest Account, to the Persons entitled thereto, (i) the interest on Senior Lien Bonds as and when due and payable, and (ii) the interest component of Parity Obligations at the times, in the manner and on the other terms and conditions as determined by the Corporation and set forth in written directions of an Authorized Officer of the Corporation delivered to the Senior Lien Trustee; provided, however, that amounts deposited to the Interest Account pursuant to clause (i), (ii) or (iv) of the second paragraph of this Section shall not be used to pay the interest component of Parity Obligations; and provided further, however, that if the amount available shall not be sufficient to pay in full all such interest due on the same date, then out of such available amount the Trustee shall, first, make such payments under Senior Lien Bonds (other than SONYMA Senior Lien Bonds) and Parity Obligations ratably, according to the amounts due on such date, without any discrimination or preference, and second, make such payments under SONYMA Senior Lien Bonds.

The Senior Lien Trustee shall pay out of the Principal Account, to the Persons entitled thereto, (i) each Principal Installment for the Senior Lien Bonds (including the Redemption Price payable upon mandatory redemption out of Sinking Fund Installments) as and when due and payable and (ii) the principal component of Parity Obligations at the times, in the manner and on the other terms and conditions as determined by the Corporation and set forth in written directions of an Authorized Officer of the Corporation delivered to the Senior Lien Trustee; provided, however, that amounts deposited to the Principal Account pursuant to clause (ii) or (iii) of the third paragraph of this Section shall not be used to pay the principal component of Parity Obligations; and provided further, however, that if the amount available shall not be sufficient to pay in full all such Principal Installments and principal due on the same date, then out of such available amount the Senior Lien Trustee shall, first, make such payments under Senior Lien Bonds (other than SONYMA Senior Lien Bonds) and Parity Obligations ratably, according to the amounts due on such date, without any discrimination or preference, and second, make such payments under SONYMA Senior Lien Bonds or portions thereof once purchased by the Corporation as hereinafter provided in this paragraph.

In the event of the refunding of any Senior Lien Bonds, the Senior Lien Trustee shall, upon the written direction of an Authorized Officer delivered to the Senior Lien Trustee, withdraw from the Debt Service Account all or any portion of amounts accumulated therein with respect to the Senior Lien Bonds to be refunded and deposit such amounts as provided in such written direction; provided, however, that such withdrawal shall not be made unless immediately thereafter the Senior Lien Bonds being refunded shall be deemed to have been paid pursuant to the Section entitled "Defeasance" below. In the event the Senior Lien Bonds are being refunded by Subordinated Lien Bonds, the Corporation may direct that such amounts be transferred to the Subordinated Lien Trustee.

#### **Debt Service Reserve Account (Section 507)**

At the time any Series of Senior Lien Bonds is delivered pursuant to the Senior Lien Resolution, the Corporation shall pay into the Debt Service Reserve Account from the proceeds of such Senior Lien Bonds or other available funds, the amount, if any, necessary for the amount on deposit in the Debt Service Reserve Account to equal the Debt Service Reserve Requirement, after giving effect to any Reserve Account Cash Equivalent, calculated immediately after the delivery of such Series of Senior Lien Bonds.

Except as otherwise provided by Supplemental Resolutions, amounts on deposit in the Debt Service Reserve Account shall be applied, to the extent other funds are not available therefor pursuant to the Senior Lien Resolution and the applicable Supplemental Resolution, to pay when due the Principal Installments and Redemption Price of (but not including any applicable premium) and the interest on the Outstanding Senior Lien Bonds and the principal and interest components of Parity Obligations, by transfer to the Debt Service Account or the Redemption Account, as applicable.

Whenever the amount in the Debt Service Reserve Account exceeds the Debt Service Reserve Account Requirement, after giving effect to any Reserve Account Cash Equivalent, the Senior Lien Trustee shall, if so directed in writing by an Authorized Officer of the Corporation, withdraw from the Debt Service Reserve Account the amount of any excess therein over the Debt Service Reserve Account Requirement as of the date of such withdrawal and deposit the moneys so withdrawn into the Revenue Account.

Moneys in the Debt Service Reserve Account may and, at the written direction of the Corporation, shall be withdrawn from the Debt Service Reserve Account by the Senior Lien Trustee and deposited in the

Redemption Account for the purchase or redemption of Senior Lien Bonds at any time, provided that subsequent to such purchase or redemption the amount in the Debt Service Reserve Account, after giving effect to any Reserve Account Cash Equivalent, will not be less than the Debt Service Reserve Account Requirement. In the event of the refunding of any Senior Lien Bonds, the Senior Lien Trustee shall, upon the written direction of an Authorized Officer of the Corporation, withdraw from the Debt Service Reserve Account all or any portion of amounts accumulated therein with respect to the Senior Lien Bonds being refunded and apply such amounts in accordance with such direction; provided, however, that such withdrawal shall not be made unless (i) immediately thereafter the Senior Lien Bonds being refunded shall be deemed to have been paid pursuant to the Section entitled "Defeasance" below and (ii) the amount remaining in the Debt Service Reserve Account, after giving effect to any Reserve Account Cash Equivalent, after such withdrawal shall not be less than the Debt Service Reserve Requirement. In the event the Senior Lien Bonds are being refunded by Subordinated Lien Bonds, the Corporation may direct that such amounts be transferred to the Subordinated Lien Trustee.

If a deficiency exists in the Debt Service Reserve Account, no later than the last Business Day of each calendar month the Corporation shall transfer from the Revenue Account, after all deposits required by paragraphs FIRST, SECOND, THIRD and FOURTH of the Section entitled "Revenue Account" above have been made, and deposit in the Debt Service Reserve Account the amount, if any, required for the amount on deposit in the Debt Service Reserve Account to equal the Debt Service Reserve Requirement as of the last day of such calendar month, after giving effect to any Reserve Account Cash Equivalent; provided, however, that any deficiency in the Debt Service Reserve Account, after giving effect to any Reserve Account Cash Equivalent, also may be cured by depositing into the Debt Service Reserve Account, each month during the period commencing no later than the third (3rd) month following such determination of the deficiency, approximately equal or greater amounts such that the deficiency shall be cured by no later than the sixtieth (60th) month following such determination of the deficiency.

Whenever the amount in the Debt Service Reserve Account, without giving effect to any Reserve Account Cash Equivalent, together with the amount in the Debt Service Account, is sufficient to pay in full all Outstanding Senior Lien Bonds in accordance with their terms (including the maximum amount of Principal Installments and interest which could become payable thereon) and all amounts due and owing to Credit Facility Providers, the funds on deposit in the Debt Service Reserve Account shall be transferred to the Debt Service Account, and thereupon no further deposits shall be required to be made into the Debt Service Reserve Account. Prior to said transfer, all investments held in the Debt Service Reserve Account shall be liquidated to the extent necessary in order to provide for the timely payment of the Principal Installments of and interest on Senior Lien Bonds.

Reserve Account Cash Equivalents may be deposited in the Debt Service Reserve Account as provided in this subsection. In lieu of any required transfers of moneys to the Debt Service Reserve Account, the Corporation may cause to be deposited into the Debt Service Reserve Account a Reserve Account Cash Equivalent in an aggregate amount equal to the difference between the Debt Service Reserve Requirement and the sums of moneys or value of Investment Securities then on deposit in the Debt Service Reserve Account, if any. In lieu of retaining all or any portion of the moneys theretofore on deposit in the Debt Service Reserve Account, the Corporation, subject to clause (i) of the first paragraph of the Section entitled "Covenants for the Benefit of SONYMA" below, may cause to be deposited into the Debt Service Reserve Account a Reserve Account Cash Equivalent in an aggregate amount equal to such moneys, subject to the third paragraph of this Section. Each Reserve Account Cash Equivalent shall be payable (upon the giving of notice as required thereunder) on any date on which moneys may be required to be withdrawn from the Debt Service Reserve Account. If a disbursement is made pursuant to a Reserve Account Cash Equivalent, the Corporation shall either (i) reinstate the maximum limits of such Reserve Account Cash Equivalent or (ii) deposit into the Debt Service Reserve Account funds in the amount of the disbursement made under such Reserve Account Cash Equivalent, or a combination of such alternatives, at the times and in the amounts required by the fifth paragraph of this Section. In the event that the rating attributable to any provider of any Reserve Account Cash Equivalent shall fall below that required in the definition thereof, such Reserve Account Cash Equivalent shall no longer be deemed to be a Reserve Account Cash Equivalent and the Corporation shall either (i) replace such Reserve Account Cash Equivalent with a Reserve Account Cash Equivalent which shall meet the requirements therefor or (ii) deposit into the Debt Service Reserve Account sufficient funds, or a combination of such alternatives, at the times and in the amounts required by the fifth paragraph of this Section.

Notwithstanding anything to the contrary contained in this Section, if amounts obtained under a Credit Facility or Reserve Account Cash Equivalent are to be used to pay the Principal Installments and Redemption

Price of and interest on Senior Lien Bonds, then amounts in the Debt Service Reserve Account which would otherwise have been used for such purposes may be applied to reimburse the Credit Facility Provider for the amounts so obtained.

#### **Satisfaction of Sinking Fund Installments (Section 508)**

Any amount accumulated in the Debt Service Account up to the unsatisfied balance of each Sinking Fund Installment for Senior Lien Bonds may and, if so directed in writing by an Authorized Officer of the Corporation, shall be applied (together with amounts accumulated in the Debt Service Account with respect to interest on the Senior Lien Bonds for which such Sinking Fund Installment was established) by the Senior Lien Trustee prior to the forty-fifth day preceding the due date of such Sinking Fund Installment as follows: (i) to the purchase of Senior Lien Bonds of the maturity and interest rate for which such Sinking Fund Installment was established, at prices (including any brokerage and other charges) not exceeding the principal amount (or Compounded Amount, if applicable) of such Senior Lien Bonds plus unpaid interest accrued to the date of purchase, such purchases to be made in such manner as the Senior Lien Trustee shall determine; or (ii) to the redemption of such Senior Lien Bonds if then redeemable by their terms at the price equal to the principal amount (or Compounded Amount, if applicable) of such Senior Lien Bonds plus unpaid interest accrued to the date of redemption.

Upon the purchase or redemption of any Senior Lien Bond pursuant to the preceding paragraph, an amount equal to the principal amount (or Compounded Amount, if applicable) of the Senior Lien Bonds so purchased or redeemed shall be credited toward the next Sinking Fund Installment thereafter to become due with respect to the Senior Lien Bonds of such maturity and interest rate and the amount of any excess of the amounts so credited over the amount of such Sinking Fund Installment shall be credited by the Senior Lien Trustee against future Sinking Fund Installments in direct chronological order, unless otherwise instructed in writing by an Authorized Officer of the Corporation at the time of such purchase or redemption. Concurrently with the delivery of such Senior Lien Bonds, the Corporation shall deliver to the Senior Lien Trustee a certificate of an Authorized Officer of the Corporation specifying (i) the principal amount (or Compounded Amount, if applicable), Series, maturity, interest rate and numbers of the Senior Lien Bonds so delivered, (ii) the date of the Sinking Fund Installment in satisfaction of which such Senior Lien Bonds are so delivered, (iii) the aggregate principal amount (or Compounded Amount, if applicable) of the Senior Lien Bonds so delivered, and (iv) the unsatisfied balance of such Sinking Fund Installment after giving effect to the delivery of such Senior Lien Bonds.

In satisfaction, in whole or in part, of any Sinking Fund Installment, the Corporation may deliver to the Senior Lien Trustee at least forty-five (45) days prior to the date of such Sinking Fund Installment, for cancellation, Senior Lien Bonds acquired by purchase of the Series and maturity and interest rate entitled to such Sinking Fund Installment. All Bonds so delivered to the Senior Lien Trustee in satisfaction of a Sinking Fund Installment shall reduce the amount of such Sinking Fund Installment by the aggregate principal amount (or Compounded Amount, if applicable) of such Senior Lien Bonds. Concurrently with such delivery of such Senior Lien Bonds the Corporation shall deliver to the Senior Lien Trustee a certificate of an Authorized Officer of the Corporation specifying (i) the principal amount (or Compounded Amount, if applicable), Series, maturity, interest rate and numbers of the Senior Lien Bonds so delivered, (ii) the date of the Sinking Fund Installment in satisfaction of which such Senior Lien Bonds are so delivered, (iii) the aggregate principal amount (or Compounded Amount, if applicable) of the Senior Lien Bonds so delivered, and (iv) the unsatisfied balance of each such Sinking Fund Installment after giving effect to the delivery of such Senior Lien Bonds.

In the event that Senior Lien Bonds are redeemed prior to maturity pursuant to any Section of the Senior Lien Resolution other than the Section entitled "Redemption out of Sinking Fund Installments" above, the Senior Lien Trustee shall credit the principal amount (or Compounded Amount, if applicable) of the Senior Lien Bonds so redeemed against Sinking Fund Installments due under the Senior Lien Resolution; provided, however, that the Corporation shall have delivered to the Senior Lien Trustee, at least forty-five (45) days prior to the date of such Sinking Fund Installment, a certificate of an Authorized Officer of the Corporation specifying (i) the principal amount, Series, maturity, interest rate and number of each Senior Lien Bond so redeemed, (ii) the date of each Sinking Fund Installment in satisfaction of which such redeemed Senior Lien Bonds are credited, (iii) the aggregate principal amount (or Compounded Amount, if applicable) of the Senior Lien Bonds so redeemed, and (iv) the unsatisfied balance of each such Sinking Fund Installment after giving effect to the redemption of such Senior Lien Bonds. The Senior Lien Trustee shall credit the Senior Lien Bonds pursuant to any Section of the Senior Lien Resolution other than the

Section entitled "Selection of Senior Lien Bonds to be Redeemed in Partial Redemption" above against Sinking Fund Installments due with respect to the Senior Lien Bonds of the same Series and maturity.

The Senior Lien Trustee shall, upon receipt of the notice specified by the Section entitled "Redemption of Sinking Fund Installments" above and in the manner provided in the Senior Lien Resolution, call for redemption on the date of each Sinking Fund Installment falling due prior to maturity such principal amount (or Compounded Amount, if applicable) of Senior Lien Bonds of the Series and maturity entitled to such Sinking Fund Installment as is required to exhaust the unsatisfied balance of such Sinking Fund Installment. The Senior Lien Trustee shall redeem such Senior Lien Bonds with moneys as set forth in the Section entitled "Redemption out of Sinking Fund Installments" above.

#### **Redemption Account; Amounts to be Deposited Therein (Section 509)**

The following, upon receipt thereof, shall be deposited into the Redemption Account:

- (i) amounts determined pursuant to the sixth paragraph of the Section entitled "Costs of Issuance Account and Capitalized Interest Account";
- (ii) amounts determined pursuant to the fourth paragraph of the Section entitled "Construction Account";
- (iii) amounts determined pursuant to the second paragraph of the Section entitled "Revenue Account" above; and
- (iv) amounts determined from the Debt Service Reserve Account for the payment of the Redemption Price of the Senior Lien Bonds;

Subject to the limitations contained in the final paragraph of this Section, if, on the last Business Day preceding any interest payment date for Senior Lien Bonds, Principal Installment due date for Senior Lien Bonds, or due date of interest or principal components of Parity Obligations, the amount on deposit in the Debt Service Account shall be less than the interest on Senior Lien Bonds due on such interest payment date, the Principal Installment for Senior Lien Bonds due on such Principal Installment due date, or the interest or principal components of Parity Obligations due on the due date thereof, and after giving effect to any amounts available therefor in the Debt Service Reserve Account, then the Senior Lien Trustee shall transfer from the Redemption Account to the Debt Service Account an amount (or all of the moneys in the Redemption Account if less than the amount required) which will be sufficient to make up such deficiency in the Debt Service Account.

To the extent not required to make up a deficiency as required in the second paragraph of this Section, amounts in the Redemption Account shall be applied by the Senior Lien Trustee, as promptly as practicable after delivery to it of written instructions from an Authorized Officer of the Corporation, to the purchase or redemption (including the payment of redemption premium, if any) of Senior Lien Bonds. Interest on Senior Lien Bonds so purchased or redeemed shall be paid from the Debt Service Account and all expenses in connection with such purchase or redemption shall be paid by the Corporation from moneys held in the Revenue Account pursuant to the second paragraph of the Section entitled "Revenue Account" above.

The transfers required by the second paragraph of this Section shall be made from amounts in the Redemption Account only to the extent that such amounts are not then required to be applied to the redemption of Senior Lien Bonds for which notice of redemption shall have been given pursuant to the Senior Lien Resolution, unless such notice is conditioned upon the availability of moneys on deposit in the Redemption Account.

### **Rebate Account (Section 510)**

The Rebate Account and the amounts deposited therein shall not be subject to a security interest, pledge, assignment, lien or charge in favor of the Senior Lien Trustee, any Owner of any Senior Lien Bond, any other Beneficiary or any other Person.

The Senior Lien Trustee shall deposit in the Rebate Account such amounts and at such times as shall be specified in written instructions from an Authorized Officer of the Corporation delivered to the Senior Lien Trustee.

The Senior Lien Trustee shall withdraw from the Rebate Account such amounts and at such times, and deposit such amounts in the Revenue Account, as shall be specified in written instructions from an Authorized Officer of the Corporation delivered to the Senior Lien Trustee.

### **Investment of Funds, Accounts and Subaccounts Held by the Senior Lien Trustee (Section 602)**

Moneys in any Fund, Account or Subaccount held by the Senior Lien Trustee shall be continuously invested and reinvested or deposited and redeposited by the Senior Lien Trustee upon the written direction of an Authorized Officer of the Corporation. The Corporation shall direct the Senior Lien Trustee to invest and reinvest the moneys in any Fund, Account or Subaccount held by the Senior Lien Trustee in Investment Obligations so that the maturity date or date of redemption at the option of the holders shall coincide as nearly as practicable with the times at which moneys are anticipated to be needed to be expended. The Investment Obligations purchased by the Senior Lien Trustee shall be held by it, or for its account as Senior Lien Trustee, and the Senior Lien Trustee shall keep the Corporation advised as to the details of all such investments. The Senior Lien Trustee, at the written direction of the Corporation as to specific investments, shall sell, or present for redemption, any Investment Obligations purchased by it as an investment whenever it shall be necessary in order to provide moneys to meet any payment from such Fund, Account or Subaccount. The Senior Lien Trustee shall have no obligation to invest, reinvest, deposit, redeposit or sell investments contemplated hereby except upon the written direction of an Authorized Officer of the Corporation as to specific investments.

Moneys in any Fund, Account or Subaccount held by the Corporation shall be invested in Investment Obligations as determined by the Corporation.

Investment Obligations purchased under the provisions of the Senior Lien Resolution as an investment of moneys in any Fund, Account or Subaccount, whether held by the Senior Lien Trustee or the Corporation, shall be deemed at all times to be a part of such Fund, Account or Subaccount but, unless otherwise expressly provided in the Senior Lien Resolution or any Supplemental Resolution, (i) the income or interest earned and gains realized in excess of losses suffered by any Fund, Account (other than the Rebate Account) or Subaccount (other than any Subaccount in the Rebate Account) due to the investment thereof shall be deposited in the Rebate Account as provided for in any Tax Certificate, and if not required to be so deposited in the Rebate Account (a) if derived from investments of Funds, Accounts and Subaccounts held by the Corporation, shall be deposited in the Construction Fund so long as there are moneys on deposit in the Capitalized Interest Account and thereafter shall be transferred to the Senior Lien Trustee for deposit in the Revenue Account and (b) if derived from investments of Funds, Accounts and Subaccounts held by the Trustee, shall be deposited in the Construction Fund so long as there are moneys on deposit in the Capitalized Interest Account and thereafter shall be deposited in the Revenue Account, and (ii) all such income and interest received from any Investment Obligation on deposit in the Rebate Account shall remain in such Account. The Senior Lien Trustee shall keep separate accounts of all such amounts deposited in the Revenue Account to indicate the source of the income or earnings.

The Senior Lien Trustee shall sell, or present for redemption or exchange, any Investment Obligation purchased by it pursuant to the Senior Lien Resolution or any Supplemental Resolution whenever it shall be requested in writing by an Authorized Officer of the Corporation to do so or whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the Fund, Account or Subaccount for which such investment was made, except that any Investment Obligation may be credited to more than one Fund, Account or Subaccount based upon the portions thereof purchased by or allocable to each such Fund, Account or Subaccount and need not be sold in order to provide for the transfer of amounts from one Fund, Account or Subaccount to another. The Senior

Lien Trustee shall advise the Corporation in writing, on or before the twentieth day of each calendar month, of all investments held for the credit of each Fund, Account or Subaccount in its custody under the provisions of the Senior Lien Resolution as of the end of the preceding month.

Nothing in the Senior Lien Resolution shall prevent any Investment Obligations acquired as investments of or security for Funds, Accounts or Subaccounts held under the Senior Lien Resolution from being issued or held in book-entry form on the books of the Corporation of the Treasury of the United States or any national securities depository.

In the event that the Senior Lien Trustee has not, prior to 11:00 a.m. on any Business Day, received investment instructions as provided herein as to any investment proceeds received hereunder, the Senior Lien Trustee shall invest the same in Investment Obligations having the shortest available maturity.

### **Particular Covenants of the Corporation**

#### *Payment of Obligations (Section 701)*

The Corporation shall duly and punctually pay or cause to be paid the principal and premium, if any, of every Senior Lien Bond and the interest thereon, and all Parity Obligations, at the date(s) and place(s) and in the manner mentioned in the Senior Lien Resolution, the applicable Supplemental Resolution, the Senior Lien Bonds, and applicable Credit Facilities, Liquidity Facilities, and Qualified Hedges according to the true intent and meaning thereof, and shall duly and punctually satisfy all Sinking Fund Installments which may be established for any Series.

#### *Further Assurance (Section 704)*

At any and all times the Corporation shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances and record the same in any office or register as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights and other moneys, securities and funds hereby pledged or assigned, or intended so to be, or which the Corporation may become bound to pledge or assign and, if required by law, to perfect the security interest created thereby.

#### *Agreement of the State (Section 706)*

In accordance with the Act as existing at the date of the adoption of the Senior Lien Resolution, the Corporation, on behalf of the State, does hereby pledge to and agree with the Owners of the Senior Lien Bonds that the State will not limit or alter the rights vested by the Act in the Corporation to fulfill the terms of any agreements made with the Bondowners, or in any way impair the rights and remedies of such Owners, until the Senior Lien Bonds, together with the interest thereon, are fully met and discharged, provided that nothing contained in the Act, including the foregoing agreement, shall preclude such limitation or alteration if and when adequate provision shall be made by law for the protection of Bondowners.

Nothing contained in the Senior Lien Resolution shall be deemed to restrict the right of the State to amend, modify, repeal or otherwise alter statutes imposing or relating to taxes or fees, assessments or appropriations relating thereto, including those imposed pursuant to the Act. The exercise by the State of its right to amend, repeal, modify or otherwise alter any such tax, fee or appropriation shall not constitute a default or Event of Default under the Senior Lien Resolution. Under the Act, the State is not obligated to make any payments or impose any taxes to satisfy the obligations of the Corporation.

Under the Act, so long as any Senior Lien Bonds are Outstanding, the Corporation shall have no authority to file a voluntary petition under Chapter 9 of the Federal Bankruptcy Code or such corresponding chapter or sections as may, from time to time, be in effect, and neither any public officer nor any organization, entity or other person shall authorize the Corporation to be or become a Debtor under such Chapter 9 or any successor or corresponding chapter or sections during such period. In accordance with the Act as existing on the date of adoption of the Senior Lien Resolution, the Corporation, on behalf of the State, does hereby covenant with the Owners of the

Senior Lien Bonds that the State will not limit or alter the denial of authority under the preceding sentence during the period referred to in the preceding sentence.

*Creation of Liens (Section 707)*

Until the pledge created by Senior Lien Resolution shall be discharged and satisfied as provided in the Section entitled "Defeasance" below, the Corporation shall not (i) issue any bonds or other evidences of indebtedness secured by a pledge of the Senior Lien Pledged Property held or set aside by the Corporation or by the Senior Lien Trustee under the Senior Lien Resolution, nor create or cause to be created any lien or charge on the Pledged Property, other than as permitted by the Senior Lien Resolution, (ii) at any time when the Corporation is in default in making any payment required to be made under the Senior Lien Resolution or maintaining any Fund, Account or Subaccount required to be maintained in the amount required therefor by the Senior Lien Resolution, set apart or appropriate and pay any amount in any Fund, Account or Subaccount except as required by the Senior Lien Resolution, nor (iii) issue any bonds or other evidences of indebtedness, other than the Senior Lien Bonds, secured by a pledge of any revenues, rates, fees, charges, rentals or other earned income or receipts, as derived in cash by or for the account of the Corporation, from, for or in respect to the Expansion Project.

*Accounts and Reports (Section 708)*

The Corporation shall keep proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Senior Lien Pledged Property and each Fund, Account and Subaccount established under the Senior Lien Resolution, and which, together with all books and papers of the Corporation relating to the Expansion Project, shall at all reasonable times during normal business hours be subject to the inspection of the Senior Lien Trustee and the Owners of an aggregate of not less than 25% in principal amount of the Senior Lien Bonds then Outstanding or their representatives duly authorized in writing.

The Corporation shall file with the Senior Lien Trustee and each Credit Facility Provider, Liquidity Facility Provider and Qualified Hedge Provider forthwith upon becoming aware of any Event of Default, or event which with notice or lapse of time or both would be an Event of Default, in the performance by the Corporation of any covenant, agreement or condition contained in the Senior Lien Resolution, a certificate signed by an Authorized Officer of the Corporation specifying any Event of Default or other event as described in this subsection, and if any such Event of Default or other such event shall so exist, specifying the nature and status of such Event of Default or other such event.

*Tax Matters (Section 709)*

The covenants of this Section are made solely for the benefit of the Owners of, and shall be applicable solely to, all Senior Lien Bonds except Senior Lien Bonds to which the Corporation determines in a Supplemental Resolution that this Section shall not apply.

The Corporation will not make, or give its consent to the Senior Lien Trustee, the New York Convention Center Operating Corporation or any other Person created by Section 2562 of the New York Public Authority Law to make, any use of the proceeds of the Senior Lien Bonds or of any moneys which may be deemed to be the proceeds of the Senior Lien Bonds pursuant to Section 148 of the Code which, if reasonably expected to have been so used on the date of issuance of the Senior Lien Bonds would have caused any of the Senior Lien Bonds to have been "arbitrage bonds" within the meaning of said Section 148 and the regulations in effect thereunder at the time of such use and applicable to obligations issued on the date of issuance of the Senior Lien Bonds.

The Corporation shall at all times do and perform all acts and things necessary or desirable and within its power in order to assure that interest paid on the Senior Lien Bonds shall be excluded from gross income for Federal income tax purposes.

Notwithstanding any other provision of the Senior Lien Resolution, including in particular the Section entitled "Defeasance" below, the obligation to comply with the requirements of this Section shall survive the defeasance or payment in full of the Senior Lien Bonds.

*Issuance of Additional Senior Lien Bonds (Section 710)*

Each Series of Senior Lien Bonds shall be issued upon compliance with general provisions for issuance of Senior Lien Bonds set forth in the Senior Lien Resolution, receipt of the consent of SONYMA required by clause (iv) or (v), as applicable, in the first paragraph of the Section entitled "Covenants for the Benefit of SONYMA" below, receipt of a certificate of an Authorized Officer that no Subordinated Lien Resolution Event of Default has occurred and is continuing and, except as provided by the Section of the Senior Lien Resolution relating to the approval of the sale of Senior Lien Bonds, upon meeting the requirements of the following paragraph A and paragraph B, as follows:

(A) There shall have been delivered to the Trustee a certificate of an Authorized Officer of the Corporation setting forth (i) the Revenues in each consecutive twelve (12) calendar month period during the eighteen (18) month period ending with the latest full calendar month for which Convention Center Hotel Unit Fee collections data are available to the Corporation, excluding for this purpose any amounts received by the Corporation or the Senior Lien Trustee pursuant to any Development Corporation Credit Support Agreement or any other Credit Facility relating to Senior Lien Bonds, and (ii) the estimated Debt Service on the Senior Lien Bonds that will be Outstanding immediately following the issuance of the Senior Lien Bonds proposed to be issued in each of the full Bond Years in the period beginning with the Bond Year in which the Senior Lien Bonds proposed to be issued are first authenticated and delivered and ending with the last full Bond Year prior to the final maturity date of any Senior Lien Bonds that will be Outstanding immediately following the issuance of the Senior Lien Bonds proposed to be issued, and showing that the lowest amount of Revenues in any twelve (12) month period specified in clause (i) is at least equal to 105% of the estimated Debt Service for Senior Lien Bonds in any Bond Year specified in clause (ii); and

(B) For each Series of Senior Lien Bonds issued after January 1, 2017, there shall have been delivered to the Senior Lien Trustee a certificate of an independent hospitality consultant acceptable to the Senior Lien Trustee setting for the (i) the estimated Revenues for each of the full Bond Years in the period beginning with the Bond Year in which the Senior Lien Bonds proposed to be issued are first authenticated and delivered and ending with the last full Bond Year prior to the final maturity date of any Senior Lien Bonds that will be Outstanding immediately following the issuance of the Senior Lien Bonds proposed to be issued, excluding for this purpose any estimated Revenues constituting amounts estimated to be received by the Corporation or the Senior Lien Trustee pursuant to any Development Corporation Credit Support Agreement or any other Credit Facility, and (ii) the estimated Debt Service on the Senior Lien Bonds and any Subordinated Lien Bonds (excluding any amounts estimated to be received pursuant to any Subordinated Lien Credit Support Agreement) that will be Outstanding immediately following the issuance of the Senior Lien Bonds proposed to be issued, for each such Year, and showing that the amount of the estimated Revenues in each such Bond Year is at least equal to 115% of such estimated Debt Service for such Bond Year. Such consultant may base its estimates and projections upon such factors as it shall consider reasonable, a statement to which effect shall be included in such certificate. Such consultant may rely on estimates by the Corporation of Revenues other than Convention Center Hotel Unit Fees, which estimates, if included in a certificate of an Authorized Officer of the Corporation delivered to the Senior Lien Trustee, shall be conclusive.

For purposes of this Section, Debt Service shall not include any amounts thereof expected by the Corporation to be paid from any funds, other than Revenues, reasonably expected by the Corporation to be available therefor (including without limitation the anticipated receipt of proceeds of sale of Senior Lien Bonds, Subordinated Lien Bonds or moneys not a part of the Pledged Property), which expectations, if included in a resolution of the Corporation or certificate of an Authorized Officer of the Corporation delivered to the Senior Lien Trustee, shall be conclusive.

*Supplements and Amendments to Development Corporation Credit Support Agreements (Section 711)*

The Corporation shall not supplement or amend, or consent to any supplement or amendment to, any Development Corporation Credit Support Agreement unless it determines that such supplement or amendment is not materially adverse to the rights or interests of Bondowners; provided, however, that any supplement or amendment may permit a Development Corporation Credit Support Agreement to be drawn upon to pay Ancillary Bond Facilities and no such determination shall be required.

*Covenants for the Benefit of SONYMA (Section 712)*

The Corporation agrees that it shall not without, in each instance, the prior written consent of SONYMA, which consent (1) shall be given in the sole discretion of SONYMA with respect to clauses (i), (iii) and (v) below, and (2) shall not be unreasonably withheld by SONYMA with respect to clauses (ii) and (iv) below:

- (i) substitute a Reserve Account Cash Equivalent for the amounts on deposit in the Debt Service Reserve Account;
- (ii) amend or supplement the Senior Lien Resolution;
- (iii) pay the principal and interest of any Senior Lien Bond Outstanding prior to its scheduled amortization date, whether by optional redemption, purchase (except pursuant to the fourth paragraph of the Section entitled "Debt Service Account; Draws on Development Corporation Credit Support Agreements; Purchases of SONYMA Senior Lien Bonds by the Corporation" above) or pursuant to the Section entitled "Defeasance" below, if (I) as a result of such payment, no Senior Lien Bonds will remain Outstanding after such payment, and (II) any amounts are then due and owing to SONYMA under a Development Corporation Credit Support Agreement;
- (iv) issue any additional Senior Lien Bonds pursuant to the Senior Lien Resolution solely for the purpose of completing the Expansion Project (as defined in the Act as in effect on September 1, 2005);
- (v) issue any additional Senior Lien Bonds, other than the Senior Lien Bonds referenced in clause (iv) above, pursuant to the Resolution; or
- (vi) enter into a Credit Facility (other than a bond insurance policy where the bond insurer's sale rights are subrogation to rights to receive Debt Service payments it has paid to Bondowners), Liquidity Facility or Qualified Hedge, or issue any Parity Obligations relating thereto.

Notwithstanding anything else to the contrary in the Senior Lien Resolution, including the provisions of the Senior Lien Resolution relating to Supplemental Indentures and amendment of the Senior Lien Resolution, the provisions of the first paragraph of the Section entitled "Covenants for the Benefit of SONYMA" are not intended to be for the benefit of the Bondowners, the Senior Lien Trustee or the providers of any Ancillary Bond Facility and shall not form part of the contract with the Bondowners or the providers of any Ancillary Bond Facility evidenced by the Senior Lien Resolution, the Senior Lien Bonds or such Ancillary Bond Facility, and may be supplemented, amended or waived without the consent of the Trustee, any Bondowner, any provider of an Ancillary Bond Facility or any other Person; provided, however, that the consent of SONYMA, in its sole discretion, shall be required for any such supplement or amendment; and provided further, however, that no such supplement or amendment may become effective without the prior written consent thereto of each Credit Facility Provider. Any such supplement, amendment or waiver of or to any provision of this Section shall operate to similarly revise or render inoperative, as applicable, any reference to such provision contained elsewhere in the Senior Lien Resolution.

*General (Section 713)*

The Corporation shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Corporation under the provisions of the Act and the Resolution.

Upon the date of authentication and delivery of any of the Senior Lien Bonds, all conditions, acts and things required by law and the Senior Lien Resolution to exist, to have happened and to have been performed precedent to and in the issuance of such Senior Lien Bonds shall exist, shall have happened and shall have been performed and the issue of such Senior Lien Bonds, together with all other indebtedness of the Corporation, shall be within every debt and other limit prescribed by the laws of the State.

The Corporation will not execute and deliver any Supplemental Resolution pursuant to Section 901 of the Senior Lien Resolution to the extent such Supplemental Resolution, in the judgment of the Trustee, materially

adversely affects the interests of the Owners of the Subordinated Lien Bonds or other beneficiaries of the pledge of the Subordinated Resolution. For purposes of this subsection, the issuance of additional or refunding Bonds in compliance with the provisions of this Resolution does not materially adversely affect the interest of the owners of the Subordinated Lien Bonds or other beneficiaries of the pledge of the Subordinated Lien Resolution.

#### **Responsibilities of Senior Lien Trustee (Section 802)**

The Senior Lien Trustee undertakes to perform such duties and only such duties as are specifically set forth in the Senior Lien Resolution, and no implied covenants or obligations shall be read into the Senior Lien Resolution against the Senior Lien Trustee. The recitals of fact herein and in the Senior Lien Bonds contained shall be taken as the statements of the Corporation and the Senior Lien Trustee assumes no responsibility for the correctness of the same. The Senior Lien Trustee makes no representations as to the validity or sufficiency of the Senior Lien Resolution or any Supplemental Resolution or of any Senior Lien Bonds issued thereunder or as to the security afforded by the Senior Lien Resolution or any Supplemental Resolution, and the Senior Lien Trustee shall incur no liability in respect thereof. The Senior Lien Trustee shall, however, be responsible for its representation contained in its certificate of authentication on the Senior Lien Bonds. The Senior Lien Trustee shall be under no responsibility or duty with respect to the authentication and delivery of the Senior Lien Bonds for value or the application of the proceeds thereof or the application of any moneys paid to the Corporation. The Senior Lien Trustee shall be under no obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect of the Senior Lien Resolution, or to advance any of its own moneys, unless provided with adequate security and indemnity. The permissive right of the Senior Lien Trustee to take actions enumerated in the Senior Lien Resolution shall not be construed as a duty. The Senior Lien Trustee shall not be liable in connection with the performance of its duties under the Senior Lien Resolution except for its own negligence or willful misconduct. The Senior Lien Trustee shall not be liable for any error of judgment made in good faith by an Authorized Officer, unless it shall be proved that the Senior Lien Trustee was negligent in ascertaining the pertinent facts.

#### **Evidence of Which Senior Lien Trustee May Act (Section 803)**

The Senior Lien Trustee shall be protected in acting upon any notice, resolution, request, consent, order, direction, certificate, report, opinion, bond, or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Senior Lien Trustee may consult with counsel, who may or may not be of counsel to the Corporation, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under the Senior Lien Resolution in good faith and in accordance therewith; provided, however, that such opinion of counsel shall not relieve the Senior Lien Trustee from obtaining an Opinion of Bond Counsel where required under the Senior Lien Resolution.

Whenever the Senior Lien Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under the Senior Lien Resolution, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the Corporation, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of the Senior Lien Resolution upon the faith thereof, but in its discretion the Senior Lien Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable.

Except as otherwise expressly provided in the Senior Lien Resolution, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the Corporation to the Senior Lien Trustee shall be sufficiently executed if executed in the name of the Corporation by an Authorized Officer.

### **Certain Permitted Acts (Section 805)**

The Senior Lien Trustee may become the owner of any Senior Lien Bonds, with the same rights it would have if it were not the Senior Lien Trustee. To the extent permitted by law, the Senior Lien Trustee may act as depositary for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondowners or to effect or aid in any reorganization growing out of the enforcement of the Senior Lien Bonds or the Senior Lien Resolution, whether or not any such committee shall represent the Owners of a majority in principal amount of the Senior Lien Bonds then Outstanding.

### **Resignation of Senior Lien Trustee (Section 806)**

The Senior Lien Trustee may at any time resign and be discharged of the duties and obligations created by the Senior Lien Resolution by giving not less than 60 days' written notice to the Corporation (which shall give prompt written notice to each Beneficiary) and to the Bondowners (mailed, postage prepaid), specifying the date when such resignation shall take effect, and such resignation shall take effect upon the day specified in such notice unless (i) no successor shall have been appointed by such date in which case such resignation shall become effective upon the appointment of a successor, or (ii) previously a successor shall have been appointed by the Corporation or the Bondowners as provided in the Section entitled "Appointment of Successor Senior Lien Trustee" below, in which event such resignation shall take effect immediately on the appointment of such successor. The Senior Lien Trustee shall also mail a copy of the notice required to be given by this Section, postage prepaid, to the Owners of the Senior Lien Bonds, at their last addresses appearing on the registry books.

### **Removal of Senior Lien Trustee (Section 807)**

The Senior Lien Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing, delivered to the Senior Lien Trustee, and signed by the Owners of a majority in principal amount of the Senior Lien Bonds then Outstanding or their attorneys-in-fact duly authorized, excluding any Senior Lien Bonds held by or for the account of the Corporation, or, so long as no Event of Default or event which with the giving of notice or the passage of time would constitute an Event of Default has occurred and is continuing, by an instrument in writing delivered to the Senior Lien Trustee and signed by an Authorized Officer; provided, however, that in each case that a successor Senior Lien Trustee shall be simultaneously appointed with the filing of such instrument.

### **Appointment of Successor Senior Lien Trustee (Section 808)**

In case at any time the Senior Lien Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Senior Lien Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Senior Lien Trustee, or of its property or affairs, a successor may be appointed by the Owners of a majority in principal amount of the Senior Lien Bonds then Outstanding, excluding any Senior Lien Bonds held by or for the account of the Corporation, by an instrument or concurrent instruments in writing signed and acknowledged by such Bondowners or by their attorneys-in-fact duly authorized and delivered to such successor Senior Lien Trustee, notification thereof being given to the Corporation and the predecessor Senior Lien Trustee; provided, nevertheless, that unless a successor Senior Lien Trustee shall have been appointed by the Bondowners as aforesaid, the Corporation by a duly executed written instrument signed by an Authorized Officer of the Corporation shall forthwith appoint a Senior Lien Trustee to fill such vacancy until a successor Senior Lien Trustee shall be appointed by the Bondowners as authorized in this Section. The Senior Lien Trustee shall mail a copy of the notice of any such appointment, postage prepaid, to the Owners of any Senior Lien Bonds, at their last addresses appearing on the registry books. Any successor Senior Lien Trustee appointed by the Corporation shall, immediately and without further act, be superseded by a Senior Lien Trustee appointed by the Senior Lien Bondowners.

If in a proper case no appointment of a successor Senior Lien Trustee shall be made pursuant to the foregoing provisions of this Section within 45 days after the Trustee shall have given to the Corporation written notice as provided in the Section entitled "Removal of Senior Lien Trustee" above or after a vacancy in the office of the Senior Lien Trustee shall have occurred by reason of its inability to act or its removal under this Section, the Senior Lien Trustee or the Owner of any Senior Lien Bond may apply to any court of competent jurisdiction to appoint a

successor Senior Lien Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Senior Lien Trustee.

Any Senior Lien Trustee appointed under the provisions of this Section in succession to the Senior Lien Trustee shall be a bank or trust company organized under the laws of a state of the United States of America or a national banking association and having a capital and surplus aggregating at least \$100,000,000, if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Senior Lien Resolution.

### **Supplemental Resolutions (Article IX)**

#### *Supplemental Resolutions Effective upon Filing with the Senior Lien Trustee (Section 901)*

For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the Corporation may be adopted, which, upon the filing with the Senior Lien Trustee of (i) a copy thereof certified by an Authorized Officer of the Corporation and (ii) the consent of SONYMA required by clause (ii) of the first paragraph of the Section entitled "Covenants for the Benefit of SONYMA", shall be fully effective in accordance with its terms:

to close the Senior Lien Resolution against, or provide limitations and restrictions in addition to the limitations and restrictions contained in the Senior Lien Resolution on, the authentication and delivery of the Senior Lien Bonds or the issuance of other evidences of indebtedness;

to add to the covenants and agreements of the Corporation in the Senior Lien Resolution, other covenants and agreements to be observed by the Corporation which are not contrary to or inconsistent with the Senior Lien Resolution as theretofore in effect;

to add to the limitations and restrictions in the Senior Lien Resolution, other limitations and restrictions to be observed by the Corporation which are not contrary to or inconsistent with the Senior Lien Resolution as theretofore in effect;

to surrender any right, power or privilege reserved to or conferred upon the Corporation by the Senior Lien Resolution to the extent such surrender is for the benefit of the Owners of the Senior Lien Bonds;

to authorize Senior Lien Bonds of a Series and, in connection therewith, specify and determine the matters and things referred to in the Section of the Senior Lien Resolution relating to the general provisions for the issuance of the Senior Lien Bonds, and also any other matters and things relative to such Senior Lien Bonds which are not contrary to or inconsistent with the Senior Lien Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first authentication and delivery of such Senior Lien Bonds;

to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, the Senior Lien Resolution, of the Senior Lien Pledged Property or of any other moneys, securities, funds or accounts;

to modify any of the provisions of the Senior Lien Resolution as may be necessary or desirable to provide for the issuance of Senior Lien Bonds in book entry form pursuant to the Senior Lien Resolution;

to provide for Defeasance Securities permitted by clause (iv) of the definition thereof;

to provide for the matters contemplated by the proviso to the last sentence of the definition of Debt Service;

to provide for a pledge of Senior Lien Pledged Property for the payment and as security for Liquidity Facilities and Qualified Hedges as permitted by the Section entitled "Pledge" above.

to supplement or amend the Section entitled "Covenants for the Benefit of SONYMA" with the consent of SONYMA required by clause (ii) of the first paragraph of such Section;

as permitted by the Senior Lien Resolution prior to the issuance and delivery of the first series of Senior Lien Bonds under the Senior Lien Resolution; and

to modify any of the provisions of the Senior Lien Resolution or any previously adopted Supplemental Resolution in any respect whatsoever, provided that (i) such modification shall be, and be expressed to be, effective only after all Senior Lien Bonds of any Series Outstanding at the date of the adoption of such Supplemental Resolution shall cease to be Outstanding and (ii) such Supplemental Resolution shall be specifically referred to in the text of all Senior Lien Bonds of any Series authenticated and delivered after the date of the adoption of such Supplemental Resolution and of Senior Lien Bonds issued in exchange therefor or in place thereof.

*Supplemental Resolutions Effective upon Consent of Senior Lien Trustee (Section 902)*

Subject to the Section entitled "Supplements and Amendments to Development Corporation Credit Support Agreements" above, for any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution may be adopted, which, upon (i) the filing with the Senior Lien Trustee of a copy thereof certified by an Authorized Officer of the Corporation, (ii) the filing with the Senior Lien Trustee and the Corporation of an instrument in writing made by the Senior Lien Trustee consenting thereto and (iii) the consent of SONYMA required by clause (ii) of the first paragraph of the Section entitled "Covenants for the Benefit of SONYMA" above, shall be fully effective in accordance with its terms: (1) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Senior Lien Resolution; or (2) to insert such provisions clarifying matters or questions arising under the Senior Lien Resolution as are necessary or desirable and are not contrary to or inconsistent with the Senior Lien Resolution as theretofore in effect; or (3) to make such other changes as are not, in the judgment of the Senior Lien Trustee, materially adverse to the interests of the Bondowners or other beneficiaries of the pledge of the Senior Lien Resolution.

*Supplemental Resolutions Effective with Consent of Bondowners (Section 903)*

At any time or from time to time, a Supplemental Resolution may be adopted subject to consent by Bondowners in accordance with and subject to the provisions of the Senior Lien Resolution relating to the amendment of the Senior Lien Resolution, which Supplemental Resolution, upon the delivery to the Senior Lien Trustee of (i) a copy thereof certified by an Authorized Officer of the Corporation and (ii) the consent of SONYMA required by clause (ii) of the first paragraph of the Section entitled "Covenants for the Benefit of SONYMA" above, and upon compliance with the provisions of the Section of the Senior Lien Resolution related to the amendment of the Senior Lien Resolution, shall become fully effective in accordance with its terms as provided in said Section.

*General Provisions (Section 904)*

The Senior Lien Resolution shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of the Senior Lien Resolution relating to Supplemental Resolutions and to the Amendment of the Senior Lien Resolution. Nothing in the Senior Lien Resolution relating to Supplemental Resolutions and to amendment of the Senior Lien Resolution shall affect or limit the right or obligation of the Corporation to adopt, make, execute, acknowledge or deliver any resolution, act or other instrument pursuant to the provisions of the Section entitled "Further Assurances" above or the right or obligation of the Corporation to execute and deliver to the Senior Lien Trustee any instrument which elsewhere in the Senior Lien Resolution it is provided shall be delivered to the Senior Lien Trustee.

Any Supplemental Resolution referred to and permitted or authorized by Sections entitled "Supplemental Resolutions Effective Upon Filing with the Senior Lien Trustee" or "Supplemental Resolutions Effective upon Consent of the Senior Lien Trustee" may be adopted by the Corporation without the consent of any of the Bondowners, but shall become effective only on the conditions, to the extent and at the time provided in said Sections, respectively. The copy of every Supplemental Resolution when delivered to the Senior Lien Trustee shall

be accompanied by an Opinion of Bond Counsel stating that such Supplemental Resolution has been duly and lawfully adopted in accordance with the provisions of the Senior Lien Resolution, is authorized or permitted by the Senior Lien Resolution, and is valid and binding upon the Corporation and enforceable in accordance with its terms.

The Senior Lien Trustee is hereby authorized to accept the delivery of a certified copy of any Supplemental Resolution referred to and permitted or authorized by the Senior Lien Resolution and to make all further agreements and stipulations which may be therein contained, and the Senior Lien Trustee, in taking such action in good faith, shall be fully protected in relying on an Opinion of Bond Counsel that such Supplemental Resolution is authorized or permitted by the provisions of the Senior Lien Resolution.

No Supplemental Resolution shall change or modify any of the rights or obligations of the Senior Lien Trustee without its written assent thereto.

### **Powers of Amendment (Section 1002)**

Any modification or amendment of the Senior Lien Resolution and of the rights and obligations of the Corporation and of the Owners of the Senior Lien Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent given as provided in the Senior Lien Resolution, (i) of the Owners of at least a majority in principal amount of the Senior Lien Bonds Outstanding at the time such consent is given, and (ii) in case less than all of the several Series of Senior Lien Bonds then Outstanding are affected by the modification or amendment, of the Owners of at least a majority in principal amount of the Senior Lien Bonds of each Series so affected and Outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Senior Lien Bonds of any specified like Series and maturity remain Outstanding, the consent of the Owners of such Senior Lien Bonds shall not be required and such Senior Lien Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Senior Lien Bonds under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal (or Compounded Amount, if applicable) of any Outstanding Senior Lien Bond or of any installment of interest thereon or a reduction in the principal amount (or Compounded Amount, if applicable) or the Redemption Price thereof or in the rate of interest thereon without the consent of each Bondowner affected thereby, or shall reduce the percentage of the aggregate principal amount (or Compounded Amount, if applicable) of Senior Lien Bonds or otherwise affect classes of Senior Lien Bonds the consent of the Owners of which is required to effect any such modification or amendment without the consent of all Bondowners, or shall change or modify any of the rights or obligations of the Senior Lien Trustee without its written assent thereto. For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of the Resolution if the same adversely affects or diminishes the rights of the Owners of Senior Lien Bonds of such Series. The Senior Lien Trustee may in its discretion determine whether or not in accordance with the foregoing powers of amendment, Senior Lien Bonds of any particular Series or maturity would be affected by any modification or amendment of the Senior Lien Resolution and any such determination if reasonable and in good faith shall be binding and conclusive on the corporation and all Owners of Senior Lien Bonds.

### **Events of Default and Remedies (Article XI)**

#### *Events of Default (Section 1101)*

Each of the following events shall constitute an Event of Default under the Senior Lien Resolution:

There shall occur a default in the payment of principal or Redemption Price of or interest on any Senior Lien Bond (other than any SONYMA Senior Lien Bond, except in the event of a failure to apply available moneys under the Senior Lien Resolution to such payment) after the same shall have become due, whether at maturity or upon call for redemption or otherwise.

There shall occur a failure to observe, or a refusal to comply with, the terms of the Senior Lien Resolution or the Senior Lien Bonds (other than a failure to observe the provisions of the Section entitled "Debt Service Account; Draws on Development Corporation Credit Support Agreements; Purchase of SONYMA Senior Lien Bonds by the Corporation" with respect to any SONYMA Senior Lien Bonds, except

in the event of a failure to apply available moneys under the Senior Lien Resolution as provided thereby), other than a failure or refusal constituting an event specified in paragraph (i) of this subsection; provided, however, that with respect to any failure to observe or refusal to comply with the covenants and agreements set forth in the Senior Lien Resolution, such failure or refusal shall have continued for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Corporation by the Senior Lien Trustee or any Beneficiary unless, prior to the expiration of the thirty-day period, the Corporation and each such Beneficiary shall request in writing an extension of time and the Senior Lien Trustee shall agree in writing to such extension; and provided further, however, that if the failure stated in the notice cannot be remedied within the thirty-day period, the Senior Lien Trustee and each such Beneficiary shall not unreasonably withhold its consent to an extension of such time if corrective action has been instituted by the Corporation within the thirty-day period and is being diligently pursued.

The exercise by the State of its right to amend, modify, repeal or otherwise alter statutes imposing or relating to the Convention Center Hotel Unit Fee, as described in the Senior Lien Resolution, shall not constitute a default or Event of Default under the Senior Lien Resolution.

*Remedies Section (Section 1102)*

Upon the happening and continuance of any Event of Default, then and in each such case the Senior Lien Trustee may proceed, and, upon the written request of the Owners of not less than twenty-five per centum (25%) in principal amount of the Outstanding Senior Lien Bonds shall proceed, in its own name, to protect and enforce its rights and the rights of the Bondowners by such of the following remedies, as the Senior Lien Trustee, being advised by counsel shall deem most effectual to protect and enforce such rights subject to the provisions of the Sections entitled "Authorization of Bonds", "Evidence on Which Senior Lien Trustee May Act" and "No Personal Liability":

(i) by suit, action or proceeding in accordance with the New York Civil Practice Law and Rules to enforce all rights of the Bondowners, including the right to collect or require the Corporation to collect Revenues adequate to carry out the covenants, agreements and pledges with respect thereto contained in the Senior Lien Resolution and to require the Corporation to carry out any other covenant or agreement with Bondowners and to perform its duties under the Act;

(ii) by suit upon the Senior Lien Bonds limited, upon recovery thereunder, to the Revenues and assets pledged under the Senior Lien Resolution;

(iii) by action or suit in equity, to require the Corporation to account as if it were the trustee of an express trust for the Bondowners, for the Revenues and assets pledged under the Senior Lien Resolution as shall be within its control; and

(iv) by action or suit in equity, to enjoin any acts or things which may be unlawful or in violation of the rights of the Bondowners.

**NEITHER THE BONDOWNERS NOR THE TRUSTEE SHALL BE ENTITLED TO DECLARE ALL BONDS, OR CAUSE ALL BONDS, TO BE DUE AND PAYABLE PRIOR TO THEIR SCHEDULED PAYMENT DATES.**

In the enforcement of any remedy under the Senior Lien Resolution, but subject to the Sections entitled "Authorization of Senior Lien Bonds", "The Pledge" and "No Personal Liability", the Senior Lien Trustee shall be entitled to sue for, enforce payment on and receive any and all amounts then or during any default becoming, and at any time remaining, due from the Corporation for principal, Redemption Price, interest or otherwise for Senior Lien Bonds under any provision of the Senior Lien Resolution or a Supplemental Resolution or of the Senior Lien Bonds, and unpaid, with interest on overdue payments at the rate or rates of interest specified in such Senior Lien Bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Senior Lien Bonds, without prejudice to any other right or remedy of the Senior Lien Trustee or of the Bondowners, and to recover and enforce judgment or decree against the Corporation for any portion of such amounts

remaining unpaid, with interest, costs and expenses, in any manner provided by law, the moneys adjudged or decreed to be payable.

*Priority of Payments After Event of Default (Section 1103)*

Subject to the Section of the Senior Lien Resolution relating to the compensation of the Trustee, in the event that the funds held by the Senior Lien Trustee shall be insufficient for the payment of interest and principal or Compounded Amount or Redemption Price then due on the Senior Lien Bonds and other amounts payable as described in clauses FIRST through SEVENTH of this paragraph, such funds (excluding funds held for the payment or redemption of particular Senior Lien Bonds which have theretofore become due at maturity or by call for redemption) and any other moneys received or collected by the Senior Lien Trustee, after making provision for the payment of any reasonable expenses of the Senior Lien Trustee and its agents and attorneys necessary in the opinion of the Senior Lien Trustee to protect the interests of the Owners of the Senior Lien Bonds and the other Beneficiaries, and for the payment of the reasonable charges and expenses and liabilities incurred and advances made by the Senior Lien Trustee and its agents and attorneys in the performance of their duties under the Senior Lien Resolution, shall be applied as follows:

Unless the principal (or Compounded Amount, if applicable) of all of the Senior Lien Bonds shall have become due and payable,

FIRST: to the payment to the Persons entitled thereto of regularly scheduled fees payable under each Credit Facility and Liquidity Facility;

SECOND: to the payment to the Persons entitled thereto of all installments of interest on the Senior Lien Bonds and the interest component of Parity Obligations 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 due on the same date, then to the payment thereof ratably, according to the amounts due on such date, without any discrimination or preference;

THIRD: to the payment to the Persons entitled thereto of the unpaid principal or Redemption Price of the Senior Lien Bonds (other than any SONYMA Senior Lien Bonds) and the unpaid principal component of Parity Obligations which shall have become due, whether at maturity or by call for redemption, in the order of their due dates and, if the amount available shall not be sufficient to pay in full all the Senior Lien Bonds and the principal component of Parity Obligations due on the same date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due on such date, without any discrimination or preference;

FOURTH: to the payment to the Persons entitled thereto of amounts payable by the Corporation under each Development Corporation Credit Support Agreement in accordance therewith, to the extent not paid pursuant to clause FIRST above;

FIFTH: to the payment to SONYMA of the unpaid principal or Redemption Price of any SONYMA Senior Lien Bonds;

SIXTH: to the payment to the Persons entitled thereto of amounts reimbursable or payable by the Corporation under each Credit Facility (other than any Development Corporation Credit Support Agreement) for draws or payments thereunder to pay principal of or interest on Senior Lien Bonds, whether such reimbursements or payments are made to the Credit Facility Provider as a Bondowner, as a subrogee or otherwise; and

SEVENTH: to the payment to the Persons entitled thereto of amounts payable by the Corporation under each Credit Facility, Liquidity Facility and Qualified Hedge not constituting Parity Obligations or payable pursuant to clause FIRST, FOURTH or SIXTH of this paragraph (a).

In the event of an insufficiency of funds to make all payments required under any of clauses FIRST through SEVENTH above, funds shall be applied to the payments required under the relevant clause, without preference or priority, ratably according to the amounts due.

If the principal (or Compounded Amount, if applicable) of all of the Senior Lien Bonds shall have become due and payable,

FIRST: to the payment to the Persons entitled thereto of (i) the principal (or Compounded Amount, if applicable) and interest then due and unpaid upon the Senior Lien Bonds (other than any SONYMA Senior Lien Bonds), (ii) the interest then due and unpaid upon any SONYMA Senior Lien Bonds, and (iii) the principal and interest components of Parity Obligations then due and unpaid; and

SECOND: to the payment to the Persons entitled thereto of amounts payable by the Corporation under each Development Corporation Credit Support Agreement in accordance therewith;

THIRD: to the payment to SONYMA of the principal then due and unpaid upon any SONYMA Senior Lien Bonds;

FOURTH: to the payment to the Persons entitled thereto of amounts reimbursable or payable by the Corporation under each Credit Facility (other than any Development Corporation Credit Support Agreement) for draws or payments thereunder to pay principal of or interest on Bonds, whether such reimbursements or payments are made to the Credit Facility Provider as a Bondowner, as a subrogee or otherwise; and

FIFTH: to the payment to the Persons entitled thereto of amounts payable by the Corporation under each Credit Facility, Liquidity Facility and Qualified Hedge not constituting Parity Obligation or payable pursuant to clauses FIRST through FOURTH of this paragraph.

In the event of an insufficiency of funds to make all payments required under any of clauses FIRST through FIFTH above, funds shall be applied to the payments required under the relevant clause, without preference or priority, ratably according to the amounts due.

The provisions of this Section are in all respects subject to the provisions of the Senior Lien Resolution relating to extending the payment of Senior Lien Bonds.

Whenever moneys are to be applied by the Senior Lien Trustee pursuant to this Section, such moneys shall be applied by the Senior Lien Trustee at such times, and from time to time, as provided above. The deposit of such moneys with the Senior Lien Trustee, or otherwise setting aside such moneys in trust for the proper purpose, shall constitute proper application by the Senior Lien Trustee and the Senior Lien Trustee shall incur no liability whatsoever to the Corporation, to any Bondowner to any Beneficiary or to any other Person for any delay in applying any such moneys, so long as the Senior Lien Trustee acts without negligence or willful misconduct. Whenever the Senior Lien Trustee shall exercise such discretion in applying such moneys, it shall fix the date (which shall be an interest payment date unless the Senior Lien Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Senior Lien Trustee shall give such notice as it may deem appropriate for the fixing of any such date. The Senior Lien Trustee shall not be required to make payment to the Owner of any Senior Lien Bond unless such Senior Lien Bond shall be presented to the Senior Lien Trustee for appropriate endorsement or for cancellation if fully paid.

*Termination of Proceedings (Section 1104)*

In case any proceeding taken by the Senior Lien Trustee on account of any Event of Default has been discontinued or abandoned for any reason, then in every such case the Corporation, the Senior Lien Trustee and the Bondowners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Senior Lien Trustee shall continue as though no other such proceeding had been taken.

*Bondowners' Direction of Proceedings (Section 1105)*

Anything in the Senior Lien Resolution to the contrary notwithstanding, the Owners of a majority in principal amount of the Senior Lien Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Senior Lien Trustee, to direct the method of conducting all remedial proceedings to be taken by the Senior Lien Trustee under the Senior Lien Resolution, provided that such direction shall not be otherwise than in accordance with law or the provisions of the Senior Lien Resolution, and that the Senior Lien Trustee shall have the right to decline to follow any such direction which in the opinion of the Senior Lien Trustee would be unjustly prejudicial to Bondowners not parties to such direction.

*Limitation on Rights of Senior Lien Bond Owners (Section 1106)*

No Owner of any Senior Lien Bond shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law under the Senior Lien Resolution, or for the protection or enforcement of any right under the Senior Lien Resolution unless such Owner shall have given to the Senior Lien Trustee written notice of the Event of Default 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 25% in principal amount of the Senior Lien Bonds then Outstanding shall have made written request of the Senior Lien 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 Senior Lien Trustee a reasonable opportunity either to proceed to exercise the powers granted under the Senior Lien 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 Senior Lien Trustee reasonable security and indemnity against the costs, expenses (including legal fees and expenses) and liabilities to be incurred therein or thereby, and the Senior Lien Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity is in every such case, at the option of the Senior Lien Trustee, to be conditions precedent to the execution of the powers under the Senior Lien Resolution or for any other remedy provided under the Senior Lien Resolution or by law. It is understood and intended that no one or more Owners of the Senior Lien Bonds or other Beneficiary secured by the Senior Lien Resolution shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of the Senior Lien Resolution, or to enforce any right thereunder or under law with respect to the Senior Lien Bonds, or the Senior Lien Resolution, except in the manner provided in the Senior Lien Resolution, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided in the Senior Lien Resolution and for the benefit of all Owners of the Outstanding Senior Lien Bonds. Nothing contained in the Senior Lien Resolution relating to defaults and remedies shall affect or impair the right of any Bondowner to enforce the payment of the principal of and interest on such Owner's Senior Lien Bonds or the obligation of the Corporation to pay the principal of and interest on each Senior Lien Bond issued under the Senior Lien Resolution to the Owner thereof at the time and place in said Senior Lien Bond expressed.

Anything to the contrary contained in this Section notwithstanding, or any other provision of the Senior Lien Resolution, each Owner of any Senior Lien Bond by such Owner's acceptance thereof, shall be deemed to have agreed that any court in its discretion may require, in any suit for the enforcement of any right or remedy under the Senior Lien Resolution, or in any suit against the Senior Lien Trustee for any action taken or omitted by it as Senior Lien Trustee, the filing by any party litigant in such suit of an undertaking to pay the reasonable costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable pre-trial, trial and appellate attorneys' fees, against any party litigant in any such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this paragraph shall not apply to any suit instituted by the Senior Lien Trustee, to any suit instituted by any Bondowner or group of Bondowners holding at least 25% in principal amount of the Senior Lien Bonds Outstanding, or to any suit instituted by any Bondowner for the enforcement of the payment of any Senior Lien Bond on or after the respective due date thereof expressed in such Senior Lien Bond.

*Remedies Not Exclusive (Section 1108)*

No remedy conferred in the Senior Lien Resolution upon or reserved to the Senior Lien Trustee or to the Owners of the Senior Lien Bonds is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given thereafter or existing at law or in equity or by statute.

*No Waiver of Default (Section 1109)*

No delay or omission of the Senior Lien Trustee or of any Owner of the Senior Lien Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein and every power and remedy given by the Senior Lien Resolution to the Senior Lien Trustee and the Owners of the Senior Lien Bonds or such Beneficiaries, respectively, may be exercised from time to time and as often as may be deemed expedient.

*Notice of Event of Default (Section 1110)*

The Senior Lien Trustee shall give to the Bondowners notice of each Event of Default known to the Senior Lien Trustee within ninety days after actual knowledge by the Senior Lien Trustee of the occurrence thereof, unless such Event of Default shall have been remedied or cured before the giving of such notice. 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 Senior Lien Bonds, the Senior Lien Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trust committee of directors or responsible officers of the Senior Lien Trustee in good faith determines that the withholding of such notice is in the interest of the Bondowners and other Beneficiaries. Each such notice of Event of Default shall be given by the Senior Lien Trustee by mailing written notice thereof: (i) to all Owners of Senior Lien Bonds, as the names and addresses of such Owners appear upon the books for registration and transfer of Senior Lien Bonds as kept by the Senior Lien Trustee, (ii) to each of the Rating Agencies, and (iii) to such other Persons as may be required by law.

**Defeasance (Section 1201)**

Subject to clause (iii) of the first paragraph of the Section entitled "Covenants for the Benefit of SONYMA", if the Corporation shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Senior Lien Bonds then Outstanding, the principal and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated therein and in the Senior Lien Resolution, then, at the option of the Corporation, expressed in an instrument in writing signed by an Authorized Officer of the Corporation and delivered to the Senior Lien Trustee, the covenants, agreements and other obligations of the Corporation to the Bondowners shall be discharged and satisfied. In such event, the Senior Lien Trustee shall, upon the request of the Corporation, execute and deliver to the Corporation such instruments as may be desirable to evidence such discharge and satisfaction and the Senior Lien Trustee shall pay over or deliver to the Corporation all money, securities and funds held by them pursuant to the Senior Lien Resolution which are not required for the payment or redemption of Senior Lien Bonds not theretofore surrendered for such payment or redemption.

Senior Lien Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Senior Lien Trustee (through deposit by the Corporation of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section. All Outstanding Senior Lien Bonds of any Series or any maturity within a Series or a portion of a maturity within a Series shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section if (a) in case any of said Senior Lien Bonds are to be redeemed on any date prior to their maturity, the Corporation shall have given to the Senior Lien Trustee, in form satisfactory to it, irrevocable instructions to publish as provided in the Senior Lien Resolution notice of redemption on said date of such Senior Lien Bonds, (b) there shall have been deposited with the Senior Lien Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and interest on which when due will provide moneys which, together with the moneys, if any deposited with the Senior Lien Trustee at the same time, shall be sufficient to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Senior Lien

Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Senior Lien Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Corporation shall have given the Senior Lien Trustee in form satisfactory to it irrevocable instructions to mail, not less than seven (7) days after receipt of such instructions, a notice to the Owners of the Senior Lien Bonds or portion of Senior Lien Bonds which are to be deemed to have been paid hereunder that the deposit required by (b) above has been made with the Senior Lien Trustee and that said Senior Lien Bonds or portion thereof are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, on said Senior Lien Bonds or portion thereof. Such notice shall be mailed, postage prepaid, to the Owners of said Senior Lien Bonds or portion thereof at their last mailing address, if any, appearing on the registry books, but such mailing shall not be a condition precedent to the deemed payment of such Senior Lien Bonds and failure so to mail, or failure by any Owner to receive, any such notice shall not affect the validity of the defeasance of such Senior Lien Bonds as herein provided for. Neither Defeasance Securities nor moneys deposited with the Senior Lien Trustee pursuant to this Section, nor principal or interest payments on any such Defeasance Securities, shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on said Senior Lien Bonds; provided that any cash received from such principal or interest payments on such Defeasance Securities deposited with the Senior Lien Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested by the Senior Lien Trustee at the written direction of the Corporation in Defeasance Securities maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on said Senior Lien Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any income or interest earned by, or increment to, the investment of any such moneys so deposited, in excess of the amounts required hereinabove to pay the principal of, Redemption Price, if applicable, and interest on such Senior Lien Bonds, as realized, shall be deposited by the Senior Lien Trustee in the Revenue Account. To the extent required by the provider of a Credit Facility, the Senior Lien Bonds which are the subject of the enhancement of such Credit Facility shall not be deemed paid hereunder unless there shall have been delivered to the Senior Lien Trustee and the provider of such Credit Facility (a) a verification report of a firm of independent accountants verifying the sufficiency of the escrow created pursuant to the Senior Lien Resolution to timely make full payment of principal or Redemption Price, if applicable, and interest on such Senior Lien Bonds to the dates scheduled for such payment, and (b) an opinion of a nationally recognized bond counsel to the effect that, based upon the assumptions stated in such opinion, such Senior Lien Bonds are deemed defeased under this Section.

For purposes of determining whether Adjustable Rate Bonds shall be deemed to have been paid prior to the maturity or redemption date thereof, as the case may be, by the deposit of moneys, or Investment Securities and moneys, if any, in accordance with the second sentence of the second paragraph of this Section, the interest to come due on such Adjustable Rate Bonds on or prior to the maturity date or redemption date thereof, as the case may be, shall be calculated at the Maximum Interest Rate permitted by the terms thereof; provided, however, that if on any date, as a result of such Adjustable Rate Bonds having borne interest at less than such Maximum Interest Rate for any period, the total amount of moneys and Investment Securities on deposit with the Trustee for the payment of interest on such Adjustable Rate Bonds is in excess of the total amount which would have been required to be deposited with the Senior Lien Trustee on such date in respect of such Adjustable Rate Bonds in order to satisfy the second sentence of the second paragraph of this Section, the Senior Lien Trustee shall, if requested by the Corporation, pay the amount of such excess to the Corporation free and clear of any trust, pledge, lien, encumbrance or security interest created by the Senior Lien Resolution.

Option Bonds shall be deemed to have been paid in accordance with the second sentence of the second paragraph of this Section only if, in addition to satisfying the requirements of clauses (a) and (c) of such sentence, there shall have been deposited with the Senior Lien Trustee moneys in an amount which shall be sufficient to pay when due the maximum amount of principal of and premium, if any, and interest on such Senior Lien Bonds which could become payable to the Owners of such Senior Lien Bonds upon the exercise of any options provided to the Owners of such Senior Lien Bonds; provided, however, that if, at the time a deposit is made with the Senior Lien Trustee pursuant to the second paragraph of this Section, the options originally exercisable by the Owner of an Option Bond are no longer exercisable, such Senior Lien Bond shall not be considered an Option Bond for purposes of this paragraph. If any portion of the moneys deposited with the Senior Lien Trustee for the payment of the principal and premium, if any, and interest on Option Bonds is not required for such purpose, the Senior Lien Trustee shall, if requested by the Corporation in writing, pay the amount of such excess to the Corporation free and clear of any trust, pledge, lien, encumbrance or security interest created by the Senior Lien Resolution.

Anything in the Senior Lien Resolution and Subordinated Lien Resolution to the contrary notwithstanding, but subject to any applicable law to the contrary, any moneys held by the Senior Lien Trustee and Subordinated Lien Trustee in trust for the payment of the principal of or premium, if any, or interest on any of the Senior Lien Bonds and Subordinated Lien Bonds which remain unclaimed for two (2) years after the date when such principal, premium, if any, or interest, as the case may be, has become due and payable, either at their stated maturity dates or by call for earlier redemption or otherwise, if such moneys were held by the Senior Lien Trustee and Subordinated Lien Trustee at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Senior Lien Trustee and Subordinated Lien Trustee after the said date when such principal, premium, if any, or interest, as the case may be, became due and payable, shall, at the written request of the Corporation, be repaid by the Senior Lien Trustee and Subordinated Lien Trustee to the Corporation, as its absolute property and free from trust, and the Senior Lien Trustee and Subordinated Lien Trustee shall thereupon be released and discharged with respect thereto and the Bondowners shall look only to the Corporation for the payment of such principal, premium, if any, or interest, as the case may be; provided, however, that before being required to make any such payment to the Corporation, the Senior Lien Trustee and Subordinated Lien Trustee shall, at the expense of the Corporation, cause to be published once in a newspaper or financial journal, customarily published at least once a day for at least five (5) days (other than legal holidays) in each calendar week, printed in the English language and of general circulation in the Borough of Manhattan, City and State of New York, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than thirty (30) days after the date of the publication of such notice, the balance of such moneys then unclaimed will be returned to the Corporation.

#### **Moneys Held for Particular Senior Lien Bonds (Section 1203)**

The amounts held by the Senior Lien Trustee for the payment of the interest, principal or Redemption Price due on any date with respect to particular Senior Lien Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of such Senior Lien Bonds.

#### **Preservation and Inspection of Documents (Section 1204)**

All documents received by the Senior Lien Trustee under the provisions of the Senior Lien Resolution shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Corporation, and any Bondowner or other Beneficiary and their agents and their representatives any of whom may make copies thereof.

#### **No Personal Liability (Section 1206)**

Neither the members of the Corporation nor any other Person executing the Senior Lien Bonds or an Ancillary Bond Facility shall be subject to any personal liability or accountability by reason of the issuance or execution and delivery thereof.

**PROPOSED FORM OF THE SENIOR LIEN CREDIT SUPPORT AGREEMENT**

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**SECOND AMENDED AND RESTATED CREDIT SUPPORT AGREEMENT**  
**RELATING TO**  
**CERTAIN BONDS ISSUED UNDER THE AMENDED AND RESTATED REVENUE**  
**BOND (HOTEL UNIT FEE SECURED) RESOLUTION**

---

by and between

**STATE OF NEW YORK MORTGAGE AGENCY**

and

**NEW YORK CONVENTION CENTER DEVELOPMENT CORPORATION**

Dated as of June \_\_, 2026

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This Second Amended and Restated Credit Support Agreement relating to Certain Bonds Issued under the Amended and Restated Revenue Bond (Hotel Unit Fee Secured) Resolution, dated as of June \_\_, 2026 (this “Agreement”), is by and between the State of New York Mortgage Agency (“SONYMA”), a corporate governmental agency of the State of New York (the “State”), and the New York Convention Center Development Corporation (the “Development Corporation”), a subsidiary of the New York State Urban Development Corporation.

WHEREAS, in December 2004, the State legislature enacted chapter 3 of the laws of New York of 2004 (“Chapter 3”), which authorizes the financing of the expansion of the Jacob K. Javits Convention Center in New York, New York;

WHEREAS, the Development Corporation is authorized by the convention center development corporation act (Chapter 35 of the laws of New York of 1979, as amended, including by Chapter 3) (the “Development Corporation Act”) to issue bonds and enter into ancillary bond facilities (as defined in the Development Corporation Act);

WHEREAS, SONYMA is authorized under the State of New York Mortgage Agency Act (Public Authorities Law, Article 8, Title 17, as amended, including by Chapter 3) (the “SONYMA Act”) to provide the development corporation credit support account in the mortgage insurance fund (the “Statutory Development Corporation Credit Support Account”) as a source or potential source of development corporation credit support (as such terms are defined in the SONYMA Act) for the Development Corporation’s bonds pursuant to one or more agreements between SONYMA and the Development Corporation;

WHEREAS, SONYMA and the Development Corporation entered into an Initial Credit Support Agreement, dated as of March 31, 2005 (the “Initial Agreement”), in order to set forth the initial terms and conditions of such development corporation credit support;

WHEREAS, in connection with the issuance on November 16, 2005 of the Development Corporation’s Revenue Bonds (Hotel Unit Fee Secured), Series 2005 (the “Series 2005 Senior Lien Bonds”) pursuant to the Revenue Bond (Hotel Unit Fee Secured) Resolution, adopted on November 3, 2005 (the “Original Senior Lien Bond Resolution”), as supplemented by the First Supplemental Revenue Bond (Hotel Unit Fee Secured) Resolution, adopted on November 3, 2005, SONYMA and the Development Corporation set forth the terms and conditions of development corporation credit support for the Series 2005 Senior Lien Bonds in the Credit Support Agreement, dated as of November 15, 2005 (the “Original Senior Lien Credit Support Agreement”), by and between SONYMA and the Development Corporation;

WHEREAS, in connection with the issuance on August 27, 2015 of the Development Corporation’s Revenue Refunding Bonds (Hotel Unit Fee Secured), Series 2015 (the “Series 2015 Senior Lien Bonds”) pursuant to the Original Senior Lien Bond Resolution, as amended and restated on August 3, 2015 (the “Amended and Restated Original Senior Lien Bond Resolution”), as supplemented by the Second Supplemental Revenue Bond (Hotel Unit Fee Secured) Resolution, adopted on August 3, 2015, SONYMA and the Development Corporation amended the terms of the Original Senior Lien Credit Support Agreement to set forth the terms and conditions of development corporation credit support for the Series 2015 Senior Lien Bonds pursuant to the terms of the First Amendment to Credit Support Agreement,

dated as of August 27, 2015 (the “First Amendment to Credit Support Agreement”; the Original Senior Lien Credit Support Agreement as amended by the First Amendment to Credit Support Agreement, the “Amended Senior Lien Credit Support Agreement”), by and between SONYMA and the Development Corporation. Following the issuance of the Series 2015 Senior Lien Bonds there were no longer any outstanding Series 2005 Senior Lien Bonds;

WHEREAS, in connection with the issuance on September 22, 2016 of the Development Corporation’s Senior Lien Revenue Bonds (Hotel Unit Fee Secured), Series 2016A (the “Series 2016A Senior Lien Bonds”) pursuant to the Amended and Restated Original Senior Lien Bond Resolution, as amended and restated on August 10, 2016 (the “Senior Lien Resolution”), as supplemented by the Third Supplemental Revenue Bond (Hotel Unit Fee Secured) Resolution, adopted on August 10, 2016, SONYMA and the Development Corporation amended and restated the terms of the Amended Senior Lien Credit Support Agreement to set forth the terms and conditions of development corporation credit support for the Series 2015 Senior Lien Bonds and the Series 2016A Senior Lien Bonds pursuant to the terms of the Amended and Restated Credit Support Agreement Relating to Certain Bonds Issued Under the Amended and Restated Revenue Bond (Hotel Unit Fee Secure) Resolution, dated as of September 22, 2016 (the “Amended and Restated Senior Lien Credit Support Agreement”), by and between SONYMA and the Development Corporation;

WHEREAS, in connection with the issuance on September 22, 2016 of the Development Corporation’s Subordinated Lien Revenue Bonds (Hotel Unit Fee Secured) Series 2016B (the “Series 2016B Subordinated Lien Bonds”) pursuant to the Subordinated Lien Revenue Bond (Hotel Unit Fee Secured) Resolution (the “Subordinated Lien Resolution”), as supplemented by the First Supplemental Subordinated Lien Revenue Bond (Hotel Unit Fee Secured) Resolution, each adopted on August 10, 2016, SONYMA and the Development Corporation set forth the terms and conditions of development corporation credit support for the Series 2016B Subordinated Lien Bonds pursuant to the Credit Support Agreement Relating to Subordinated Lien Revenue Bonds (Hotel Unit Fee Secured), dated as of September 22, 2016 (the “Subordinated Lien Credit Support Agreement”), by and between SONYMA and the Development Corporation;

WHEREAS, in connection with the issuance on the date hereof of the Development Corporation’s Senior Lien Revenue Refunding Bonds (Hotel Unit Fee Secured), Series 2026A (the “Series 2026A Senior Lien Bonds”) and the Development Corporation’s Senior Lien Revenue Refunding Bonds (Hotel Unit Fee Secured), Series 2026B (Forward Delivery) (the “Series 2026B Senior Lien Bonds”; together with the Series 2026A Senior Lien Bonds, the “Series 2026AB Senior Lien Bonds”) pursuant to the Senior Lien Resolution, as supplemented by the Fourth Supplemental Revenue Bond (Hotel Unit Fee Secured) Resolution, adopted on May 21, 2026, relating to the Series 2026A Senior Lien Bonds, and as supplemented by the Fifth Supplemental Revenue Bond (Hotel Unit Fee Secured) Resolution, adopted on May 21, 2026, relating to the Series 2026B Senior Lien Bonds, SONYMA and the Development Corporation now determine to enter into this Agreement to amend and restate the terms and conditions of development corporation credit support for the Series 2015 Senior Lien Bonds, the Series 2016A Senior Lien Bonds, the Series 2026A Senior Lien Bonds and the Series 2026B Senior Lien Bonds;

WHEREAS, this Agreement is being executed and delivered pursuant to Section 2420-a of the SONYMA Act;

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, SONYMA and the Development Corporation each agrees as follows:

## ARTICLE I

### DEFINITIONS

Section 1.1. General. All terms defined in the preamble or in the whereas clauses to this Agreement shall have the meanings set forth therein. All terms defined by reference to the SONYMA Act or the Development Corporation Act shall have the respective meanings set forth in the applicable act. All capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the respective meanings ascribed thereto in the Senior Lien Resolution.

Section 1.2. Additional Definitions.

*“Additional Credit Support Requirement”* means any requirement regarding development corporation credit support (as defined in the SONYMA Act), other than the Senior Lien Credit Support Requirement and the Subordinated Bonds Support Requirement.

*“Additional Senior Lien Agreement Amendment”* means an amendment to this Agreement satisfying the requirements of Section 6.1(b) hereof.

*“Additional Senior Lien Bonds”* means any bonds, in addition to the Existing Senior Lien Bonds and the Series 2026AB Senior Lien Bonds, issued pursuant to the Senior Lien Resolution and made subject to this Agreement in an Additional Senior Lien Agreement Amendment.

*“Additional Senior Lien Credit Support Requirement”* means each addition to the then-existing Senior Lien Credit Support Requirement set forth in an Additional Senior Lien Agreement Amendment or in other amendments to this Agreement.

*“Additional Subordinated Lien Agreement Amendment”* means an amendment to the Subordinated Lien Credit Support Agreement satisfying the requirements set forth in Section 6.1(b) of such Agreement.

*“Additional Subordinated Lien Bonds”* means any bonds, in addition to the Series 2016B Subordinated Lien Bonds, issued pursuant to the Subordinated Lien Resolution and made subject to the Subordinated Lien Credit Support Agreement.

*“Additional Subordinated Lien Credit Support Requirement”* means each addition to the then-existing Subordinated Bonds Support Requirement set forth in an Additional Subordinated Lien Agreement Amendment.

*“Agreement”* has the meaning ascribed thereto in the preambles of this Agreement.

“*Amortized Value*” means, with respect to investment obligations purchased at a premium above or a discount below par, the value as of any given date obtained by dividing the total premium or discount at which such investment obligations were purchased by the number of interest payments remaining to maturity on such investment obligations after such purchase and by multiplying the amount so calculated by the number of interest payment dates having passed since the date of such purchase, and (i) in the case of investment obligations purchased at a premium by deducting the product thus obtained from the purchase price and (ii) in the case of investment obligations purchased at a discount by adding the product thus obtained to the purchase price.

“*Available Tax Receipts*” means, in each month, the amount received by SONYMA from the additional tax imposed pursuant to subdivision one-a of section two hundred fifty-three of the tax law of the State of New York and deposited in the special account in the mortgage insurance fund established pursuant to the SONYMA Act.

“*Bondowners*” has the meaning ascribed thereto in the Senior Lien Resolution.

“*Business Day*” means any day other than (i) a Saturday or Sunday, (ii) any day on which SONYMA is authorized to close or (iii) any day on which banking institutions in the State are authorized or required by law to close.

“*Existing Mortgage Insurance Policies*” means any mortgage insurance policies issued by SONYMA which are in effect on the date that an obligation to replenish the Statutory Development Corporation Credit Support Account arises pursuant to Section 2.6 hereof.

“*Existing Senior Lien Bonds*” means the Series 2015 Senior Lien Bonds and the Series 2016A Senior Lien Bonds.

“*mortgage insurance fund*” means the mortgage insurance fund established pursuant to the SONYMA Act.

“*project pool insurance account*” means the project pool insurance account within the mortgage insurance fund established pursuant to the SONYMA Act.

“*Pro Rata Basis*” means, at any one time, in proportion to the respective claims on the Available Tax Receipts due to deficiencies (i) in the Statutory Development Corporation Credit Support Account (including the Subordinated Lien Bonds Credit Support Subaccount), the single pool insurance account and the project pool insurance account and (ii) with respect to other obligations of the mortgage insurance fund.

“*Pro Rata Portion*” means that portion of Available Tax Receipts available to be deposited in the Statutory Development Corporation Credit Support Account (including the Subordinated Lien Bonds Credit Support Subaccount) if the total amount of Available Tax Receipts are deposited on a Pro Rata Basis to satisfy any deficiency in the Statutory Development Corporation Credit Support Account (including the Subordinated Lien Bonds Credit Support Subaccount) and to fund any required reserves for claims on Existing Mortgage Insurance Policies secured by the single family pool insurance account or the project pool

insurance account established in the mortgage insurance fund or other obligations of the mortgage insurance fund.

“*Reimbursement Interest Rate*” means, as of any date of determination, the interest rate per annum borne by one month United States Treasury bills as of the first day of the calendar month in which such rate is determined.

“*Senior Lien Bonds*” means the Existing Senior Lien Bonds, the Series 2026AB Senior Lien Bonds and any Additional Senior Lien Bonds.

“*Senior Lien Bonds Pro Rata Portion*” means the Pro Rata Portion that is applied first for deposit to the Statutory Development Corporation Credit Support Account pursuant to Section 2.6 of this Agreement.

“*Senior Lien Credit Support Requirement*” means the sum of (a) \$25,000,000 and (b) each Additional Senior Lien Credit Support Requirement.

“*Senior Lien Debt Service Account*” means the Debt Service Account under the Senior Lien Resolution.

“*Senior Lien Debt Service Reserve Account*” means the Debt Service Reserve Account under the Senior Lien Resolution.

“*Senior Lien Resolution*” has the meaning ascribed thereto in the preambles of this Agreement.

“*Senior Lien Revenues*” means Revenues under the Senior Lien Resolution.

“*Senior Lien Trustee*” means the Trustee under the Senior Lien Resolution.

“*single family pool insurance account*” means the single family pool insurance account within the mortgage insurance fund established pursuant to the SONYMA Act.

“*Sinking Fund Installment*” has the meaning ascribed thereto in the Senior Lien Resolution.

“*SONYMA Senior Lien Bond*” means each SONYMA Bond issued under the Senior Lien Resolution that is part of the same series of Senior Lien Bonds.

“*Statutory Development Corporation Credit Support Account*” has the meaning ascribed thereto in the preambles of this Agreement.

“*Subordinated Bonds Support Requirement*” means the sum of (a) \$8,200,000 and (b) any Additional Subordinated Lien Credit Support Requirement.

“*Subordinated Lien Bonds*” means the Series 2016B Subordinated Lien Bonds and any Additional Subordinated Lien Bonds.

“*Subordinated Lien Bonds Credit Support Subaccount*” has the meaning set forth in the Subordinated Lien Credit Support Agreement.

“*Subordinated Lien Credit Support Agreement*” has the meaning ascribed thereto in the preambles of this Agreement.

“*Subordinated Lien Resolution*” has the meaning ascribed thereto in the preambles of this Agreement.

Section 1.3. Other Definitional Provisions.

(a) Articles and Sections referred to by number mean the corresponding Articles and Sections of this Agreement.

(b) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms refer to this Agreement, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of execution and delivery of this Agreement.

(c) All terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(d) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

(e) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented in accordance with its terms and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.

(f) References to a person are also to its permitted successors and assigns.

## ARTICLE II

### TERMS AND CONDITIONS

Section 2.1. Prior Agreements. The Development Corporation and SONYMA hereby agree that the terms and conditions of this Agreement shall supersede the terms and conditions of the Initial Agreement and the Amended and Restated Senior Lien Credit Support Agreement (collectively, the “Prior Credit Support Agreements”), and that upon the execution and delivery of this Agreement, the Prior Credit Support Agreements shall be of no further force or effect.

Section 2.2. Creation of the Subordinated Lien Bonds Credit Support Subaccount. SONYMA has created the Subordinated Lien Bonds Credit Support Subaccount as a subaccount in the Statutory Development Corporation Credit Support Account. Such account and Subaccount are each established and held by SONYMA in the mortgage insurance fund. Unless otherwise specified herein, each reference to “Statutory Development Corporation Credit Support Account” does not include the Subordinated Lien Bonds Credit Support Subaccount.

Section 2.3. Uses of Moneys.

(a) SONYMA shall keep an amount equal to the Senior Lien Credit Support Requirement on deposit in the Statutory Development Corporation Credit Support Account, subject to the limitations on moneys available to replenish such account as described in this Agreement.

(b) SONYMA and the Development Corporation agree that amounts on deposit in the Statutory Development Corporation Credit Support Account shall be used solely as a source or a potential source of payment of principal (including Sinking Fund Installments) of and interest on the Senior Lien Bonds, except to the extent that moneys are withdrawn from such account pursuant to the last paragraph of this Section 2.3(b). SONYMA hereby agrees that, with respect to the Senior Lien Bonds, it will disburse amounts on deposit in the Statutory Development Corporation Credit Support Account to the Senior Lien Trustee, and only to the Senior Lien Trustee, upon receipt of a request for payment from the Senior Lien Trustee in the form of Exhibit A attached hereto. The amount of any such request for payment shall not, (i) when aggregated with the amounts on deposit in the Funds and Accounts established in the Senior Lien Resolution and available to pay principal (including Sinking Fund Installments) and interest due on the Senior Lien Bonds, exceed the amount necessary to pay such principal of (including Sinking Fund Installments) and interest on the Senior Lien Bonds, or (ii) when aggregated with all prior requests for payment in respect of principal (including Sinking Fund Installments) and interest due on the Senior Lien Bonds made in the same Bond Year as such request for payment, exceed the amount equal to one-third (1/3) of the scheduled principal (including Sinking Fund Installments) of and interest due on the Senior Lien Bonds in such Bond Year.

SONYMA shall have no obligation to honor any such request for payment from the Senior Lien Trustee that does not strictly conform to Exhibit A hereto. A request for payment may be tendered by the Senior Lien Trustee by hand delivery to the Director of the SONYMA Mortgage Insurance Fund at the notice address for SONYMA set forth in Section 6.2 hereof, with phone advice to (212) 688-4000 between 9:00 a.m. and 4:00 p.m. (New York time) on a Business Day. If a request for payment is made hereunder in strict conformity with this Section on a May 1 or November 1, payment of the amount requested shall be made in immediately available funds not later than 11:00 a.m. (New York time) on the May 10 or November 10, as applicable, following receipt of such request. If a request for payment is made hereunder in strict conformity with this Section, at or before noon (New York time) on any Business Day after a May 1 or November 1, payment of the amount requested shall be made in immediately available funds no later than 2:00 p.m. (New York time) on the third Business Day following receipt of such request. If a request for payment is made hereunder in strict conformity with this Section after noon (New York time) on any Business Day, payment of the amount requested shall be made in immediately available funds not later than 11:00 a.m. (New York time) on the fourth Business Day following receipt of such request.

SONYMA may withdraw any moneys in the Statutory Development Corporation Credit Support Account for application in any manner permitted by the SONYMA Act if the amount of moneys and investment obligations immediately following any such withdrawal (1) on deposit in the Statutory Development Corporation Credit Support Account is at least equal to the Senior Lien Credit Support Requirement and (2) on deposit in the Statutory Development Corporation Credit Support Account, the Subordinated Lien Bonds Credit Support Subaccount and any other

subaccounts in the Statutory Development Corporation Credit Support Account shall be at least equal to the mortgage insurance fund requirement for the Statutory Development Corporation Credit Support Account established pursuant to Section 2428-a(2) of the SONYMA Act.

Section 2.4. Reimbursement. The Development Corporation agrees that SONYMA shall be reimbursed for any requests for payment honored pursuant to Section 2.3 hereof in an amount equal to the amount so requested and paid, together with interest thereon, determined on a monthly basis, at a rate equal to the Reimbursement Interest Rate from the date paid by SONYMA to the Senior Lien Trustee to the date such reimbursement is received by SONYMA. Interest due shall be calculated on the basis of actual days elapsed in a 365- or 366-day year, as applicable. SONYMA shall calculate the amount of interest owed by the Development Corporation with respect to the principal amount of any such reimbursement obligation, which calculation shall be conclusive absent manifest error. The Development Corporation agrees that it shall cause all Senior Lien Revenues available in any month after the deposit of all amounts required to be deposited in the Senior Lien Debt Service Account established under the Senior Lien Resolution in respect of (i) principal of and interest on the Senior Lien Bonds (other than any Senior Lien Bonds held by SONYMA or the Development Corporation in trust for SONYMA) and (ii) Parity Obligations relating to the Senior Lien Bonds to be applied to the reimbursement of any amounts owed to SONYMA pursuant hereto prior to any other application thereof.

SONYMA shall deposit any such reimbursement payments to the Statutory Development Corporation Credit Support Account.

Section 2.5. Investments. The investment and reinvestment of moneys in the Statutory Development Corporation Credit Support Account shall be at the sole direction of SONYMA subject to the SONYMA Act. All income or interest earned and gains realized in excess of any losses due to such investment of moneys shall be deposited in or credited to the Statutory Development Corporation Credit Support Account.

Section 2.6. Valuation; Replenishment. SONYMA agrees that it shall value, as of each such date, the investment obligations on deposit in the Statutory Development Corporation Credit Support Account on each May 15 and November 15, the day after the payment of any moneys to the Senior Lien Trustee pursuant to Section 2.3 hereof, and on each date that it opts to withdraw moneys on deposit in the Statutory Development Corporation Credit Support Account pursuant to Section 2.3 hereof. Investment obligations shall be valued at the lowest of (i) the par amount thereof, (ii) the Amortized Value thereof or (iii) the market value thereof.

If the amount of moneys and investment obligations on deposit in the Statutory Development Corporation Credit Support Account is not at least equal to the Senior Lien Credit Support Requirement, SONYMA agrees that it shall make monthly deposits, in accordance with the provisions of the immediately succeeding sentence, to the Statutory Development Corporation Credit Support Account until the amount on deposit therein is equal to the Senior Lien Credit Support Requirement. The obligation of SONYMA to make such monthly deposits shall commence no later than the last day of the calendar month immediately succeeding the date of the determination of a deficiency in the Statutory Development Corporation Credit Support Account, and shall be limited to the Senior Lien Bonds Pro Rata Portion, subject to the last sentence of the next succeeding paragraph.

If the moneys and investments on deposit in the Statutory Development Corporation Credit Support Account is less than the Senior Lien Credit Support Requirement and, at the same time, the moneys and investments on deposit in the Subordinated Lien Bonds Credit Support Subaccount or other subaccounts established in the Statutory Development Corporation Credit Support Account are less than, as applicable, the Subordinated Bonds Support Requirement or the Additional Credit Support Requirement, such shortfalls will be aggregated to determine the Pro Rata Portion. The Pro Rata Portion will be deposited first, into the Statutory Development Corporation Credit Support Account to satisfy the Senior Lien Credit Support Requirement (the “Senior Lien Pro Rata Portion”) and, to the extent any funds remain, second, into the Subordinated Lien Bonds Credit Support Subaccount to satisfy the Subordinated Bonds Support Requirement and, to the extent any funds remain, third, into the other subaccounts in the Statutory Development Corporation Credit Support Account in such amounts and in such order of priority as established when each subaccount was created as a source of development corporation credit support. However, the aggregate amount of the deposits pursuant to the preceding sentence to the Statutory Development Corporation Credit Support Account, the Subordinated Lien Bonds Credit Support Subaccount and the other subaccounts created in the Statutory Development Corporation Credit Support Account cannot exceed fifty million dollars in any twelve-month period ending March thirty-first.

Section 2.7. Fees and Expenses. (a) The Development Corporation agrees to pay to SONYMA (1) on the date of the execution and delivery of this Agreement a fee of \$0 and (2) such additional fees as the Development Corporation and SONYMA shall establish.

(b) The Development Corporation agrees to pay to SONYMA within thirty (30) days of receipt of written demand therefor all reasonable costs and expenses in connection with (i) the preparation, execution and delivery of this Agreement and any other documents or instruments that may be delivered in connection herewith, including the fees of counsel for SONYMA, with respect thereto, and, with respect to such counsel, reasonable out-of-pocket disbursements, (ii) advising SONYMA as to its rights and responsibilities under this Agreement, the termination of this Agreement, any waiver or amendment of any provision of, or the enforcement of, this Agreement or any other documents or instruments that may be delivered in connection herewith, or any action or proceeding relating to a court order, injunction or other process or decree restraining or seeking to restrain SONYMA from honoring a request for payment pursuant to Section 2.3 hereof, including in each case the reasonable fees and disbursements of counsel to SONYMA with respect thereto.

Section 2.8. No Set-off. The Development Corporation agrees that, subject to the provisions of Sections 2.4 and 2.7 hereof, its obligations to make payments pursuant to Section 2.4 or 2.7 hereof shall be absolute, without any rights of set-off, recoupment or counterclaim the Development Corporation may have against SONYMA or any other person or entity having an interest in this Agreement or the Development Corporation’s payments made hereunder.

Section 2.9. Expiration of Agreement. This Agreement shall expire on the date when all Senior Lien Bonds are no longer Outstanding and all amounts owed by the Development Corporation to SONYMA hereunder have been paid in full, unless the parties hereto shall agree in writing to an earlier or later expiration date.

Section 2.10. State Not Liable. The obligations of the Development Corporation under this Agreement shall not constitute a debt of the State within the meaning of any constitutional provision or a pledge of the faith and credit of the State or of the taxing power of the State, and the State shall not be liable to make any payments hereunder, nor shall the obligations of the Development Corporation be payable out of any funds or assets other than the funds and assets of or available to the Development Corporation and pledged therefor.

The obligations of SONYMA under this Agreement shall not be a debt of the State or of any municipality, and neither the State nor any municipality shall be liable thereon.

### ARTICLE III

#### SONYMA REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.1. Representations of SONYMA. SONYMA makes the following representations on which the Development Corporation is deemed to have relied. The representations are made as of the date of this Agreement.

(a) Power. SONYMA has full power and authority to execute and deliver this Agreement and to carry out its terms.

(b) Binding Obligation. This Agreement has been duly executed and delivered by SONYMA and, assuming the due authorization, execution and delivery of this Agreement by the Development Corporation, constitutes a legal, valid and binding obligation of SONYMA enforceable in accordance with its terms.

(c) No Consents. No consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body is required for the execution and deliver by SONYMA of this Agreement, except for those which have been obtained and are in full force and effect.

(d) No Violation. The fulfillment by SONYMA of the terms hereof do not, to SONYMA's knowledge, in any material way conflict with, result in any material breach of any of the material terms and provisions of, or constitute (with or without notice or lapse of time) a material default under any indenture, agreement or other instrument to which SONYMA is a party or by which it shall be bound, nor violate any law or, to SONYMA's knowledge, any order, rule or regulation applicable to SONYMA of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over SONYMA or its property.

(e) No Proceedings. To SONYMA's knowledge, there are no proceedings or investigations pending against SONYMA, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over SONYMA: (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, or (iii) seeking any determination or ruling that would materially and adversely affect the validity or enforceability of any of the SONYMA Act or this Agreement.

(f) No Impairment. The execution and delivery of this Agreement will not impair any now-existing rating of the single family pool insurance account or the project pool insurance account.

Section 3.2. Limitation on SONYMA Liability. Neither SONYMA nor any person holding a position by election, appointment or employment in the service of SONYMA, any member of SONYMA, or any officer, employee, or agent of SONYMA, while acting within the scope of his/her authority, shall be subject to any personal liability resulting from exercising or carrying out any of SONYMA's purposes or powers. In all events, the liability of SONYMA, or any person holding a position by election, appointment or employment in the service of SONYMA, under this Agreement shall be subject to the provisions of Section 17 of the Public Officer's Law of the State.

Section 3.3. Enforcement of the SONYMA Act. SONYMA shall at all times do and perform all acts and things permitted by law and necessary to enforce the SONYMA Act as it relates to this Agreement.

Section 3.4. SONYMA Further Actions. Upon reasonable request of the Development Corporation, SONYMA will execute and deliver such further instruments and do such further acts as the parties reasonably agree are reasonably necessary or proper to carry out more effectively the purposes of this Agreement.

#### **ARTICLE IV**

##### **DEVELOPMENT CORPORATION REPRESENTATIONS, WARRANTIES AND COVENANTS**

Section 4.1. Representations of the Development Corporation. The Development Corporation makes the following representations on which SONYMA is deemed to have relied. The representations are made as of the date of this Agreement.

(a) Power. The Development Corporation has full power and authority to execute and deliver this Agreement and to carry out its terms.

(b) Binding Obligation. This Agreement has been duly executed and delivered by the Development Corporation and, assuming the due authorization, execution and delivery of this Agreement by SONYMA, constitutes a legal, valid and binding obligation of the Development Corporation enforceable in accordance with its terms.

(c) No Consents. No consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body is required for the consummation of the transactions contemplated by this Agreement, except for those which have been obtained and are in full force and effect.

(d) No Violation. The fulfillment by the Development Corporation of the terms hereof do not, to the Development Corporation's knowledge, in any material way conflict with, result in any material breach of any of the material terms and provisions of, or constitute (with or without notice or lapse of time) a material default under any indenture, agreement or other instrument to which the Development Corporation is a party or by which it shall be bound, nor

violate any law or, to the Development Corporation's knowledge, any order, rule or regulation applicable to the Development Corporation of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction of the Development Corporation or its property.

(e) No Proceedings. To the Development Corporation's knowledge, there are no proceedings or investigations pending against the Development Corporation, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Development Corporation: (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, or (iii) seeking any determination or ruling that would materially and adversely affect the validity or enforceability of any of the Development Corporation Act or this Agreement.

(f) No Adverse Effect on the Existing Senior Lien Bonds Bondowners. The Development Corporation determines, pursuant to Section 7.11 of the Senior Lien Resolution, that the entering into of this Agreement will not materially adversely affect the rights or interests of the Existing Senior Lien Bonds Bondowners.

Section 4.2. Limitation on Development Corporation Liability. Neither the Development Corporation nor any person holding a position by election, appointment or employment in the service of the Development Corporation, any member of the Development Corporation, or any officer, employee, or agent of the Development Corporation, while acting within the scope of his/her authority, shall be subject to any personal liability resulting from exercising or carrying out of any of the Development Corporation's purposes or powers. In all events, the liability of the Development Corporation, or any person holding a position by election, appointment or employment in the service of the Development Corporation, under this Agreement shall be subject to the provisions of Section 4(3-a) of chapter 174 of the laws of New York of 1968, as amended, and Section 17 of the Public Officer's Law of the State.

Section 4.3. Enforcement of the Development Corporation Act. The Development Corporation shall at all times do and perform all acts and things permitted by law and necessary to enforce the Development Corporation Act.

Section 4.4. Development Corporation Further Actions. Upon reasonable request of SONYMA, the Development Corporation will execute and deliver such further instruments and do such further acts as the parties reasonably agree are reasonably necessary or proper to carry out more effectively the purposes of this Agreement.

Section 4.5. Negative Covenants. The Development Corporation agrees that it shall not without, in each instance, the prior written consent of SONYMA, which consent (i) shall be given in the sole discretion of SONYMA with respect to clauses (a), (c), (e) and (f) below, and (ii) shall not be unreasonably withheld by SONYMA with respect to clauses (b) and (d) below:

(a) substitute a Reserve Account Cash Equivalent for the amounts on deposit in the Senior Lien Debt Service Reserve Account established under the Senior Lien Resolution;

(b) amend or supplement the Senior Lien Resolution, including Supplemental Resolutions;

(c) pay the principal of and interest on any Senior Lien Bond prior to its scheduled amortization date, whether by optional redemption, purchase (except pursuant to Section 506(4) of the Senior Lien Resolution) or pursuant to Article XII of the Senior Lien Resolution, if (i) as a result of such payment, no Senior Lien Bonds will remain Outstanding after such payment and (ii) any amounts are then due and owing to SONYMA hereunder;

(d) issue any additional bonds pursuant to the Senior Lien Resolution solely for the purpose of completing the expansion project (as defined in the Development Corporation Act as in effect on the date of the execution and delivery of this Agreement);

(e) issue any additional bonds, other than the bonds referenced in Section 4.5(d) hereof, pursuant to the Senior Lien Resolution; or

(f) The Development Corporation will not enter into a Credit Facility (other than a bond insurance policy where the bond insurer's sole rights are subrogated to rights to receive Debt Service payments it has paid to Bondowners), Liquidity Facility or Qualified Hedge, or issue any Parity Obligations relating thereto, without the prior written consent, in its sole discretion, of SONYMA.

Section 4.6. Information. The Development Corporation agrees that it will provide SONYMA with copies of (i) any information the Development Corporation provides to any Qualified Hedge Provider or Credit Facility Provider at the same time that it provides such information to the Qualified Hedge Provider or Credit Facility Provider, and (ii) any filings it makes in compliance with Rule 15c2-12 promulgated by the United States Securities and Exchange Commission.

## ARTICLE V

### EVENTS OF DEFAULT AND REMEDIES

Section 5.1. Events of Default by SONYMA. (a) If, for any reason other than the insufficiency of the Senior Lien Bonds Pro Rata Portion to fund the Statutory Development Corporation Credit Support Account to the Senior Lien Credit Support Requirement and the other limitations set forth in Section 2.6 of this Agreement on SONYMA's obligation to make moneys available, SONYMA shall fail to honor any request for payment submitted in strict conformity with the provisions of Section 2.4 hereof or shall fail to observe or perform any other covenant, condition or agreement on its part to be observed or performed, the Development Corporation shall, if such default has not been cured, have the right to institute any action in the nature of mandamus or take whatever action at law or in equity may appear necessary or desirable to collect the payments then due or thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of SONYMA hereunder.

(b) The remedies conferred upon or reserved to the Development Corporation under Section 5.1(a) hereof in respect of any default described therein are not intended to be exclusive of any other available remedy or remedies and shall be in addition to every other remedy now or hereafter existing at law or in equity; provided, however, that such remedy or remedies may not,

in any event, include a termination of this Agreement or of the obligations of SONYMA to make the payments provided for in Sections 2.4 or 2.6 hereof.

Section 5.2. Events of Default by Development Corporation. (a) If the Development Corporation shall fail to make, or cause to be made, any payment required to be made pursuant to Sections 2.4 or 2.6 hereof or shall fail to observe or perform any covenant, condition or agreement on its part to be observed or performed, SONYMA shall, if the default has not been cured, have the right to institute any action in the nature of mandamus or take whatever action at law or in equity may appear necessary or desirable to collect the payments then due or thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant of the Development Corporation hereunder.

(b) The remedies conferred upon or reserved to SONYMA under Section 5.2(a) hereof in respect of any default described therein are not intended to be exclusive of any other available remedy or remedies and shall be in addition to every other remedy now or hereafter existing at law or in equity; provided, however, that such remedy or remedies may not, in any event, include a termination of this Agreement or of the obligations of the Development Corporation to make the payments provided for in Sections 2.4 or 2.6 hereof.

## ARTICLE VI

### MISCELLANEOUS

Section 6.1. Amendment; Complete and Controlling Agreement.

(a) This Agreement may be amended by written instrument of SONYMA and the Development Corporation and no oral agreements, practices, standards or other extrinsic communications or facts shall have any bearing on the interpretation or enforcement of this Agreement except as otherwise expressly agreed to in writing by the Development Corporation and SONYMA.

(b) This Agreement can be amended to provide support for new series of Senior Lien Bonds. Any such Amendment must set forth any Additional Senior Lien Credit Support Requirement to be established in connection with such Senior Lien Bonds.

(c) For any amendment to this Agreement, the Development Corporation must make the determination, pursuant to Section 7.11 of the Senior Lien Resolution as in effect on the date of this Agreement, that the entering into of such amendment will not materially adversely affect the rights or interests of the owners of Bonds issued under the Senior Lien Resolution.

(d) This Agreement completely sets forth the agreements between the Development Corporation and SONYMA and fully supersedes all prior agreements, both written and oral, between the Development Corporation and SONYMA relating to all matters set forth herein.

Section 6.2. Notices. All demands, notices and communications upon or to SONYMA or the Development Corporation under this Agreement shall be in writing, personally delivered or mailed by certified mail, return receipt requested, and shall be deemed to have been duly given upon receipt at:

(a) in the case of SONYMA:

State of New York Mortgage Agency  
641 Lexington Avenue  
Mortgage Insurance Fund  
New York, New York 10022

Attention: Chief Financial Officer

with a copy to:

Senior Vice President and General Counsel

with an additional copy to:

Senior Vice President and Director of Mortgage Insurance Fund

(b) in the case of the Development Corporation:

New York Convention Center Development Corporation  
655 Third Avenue  
New York, New York 10017

Attention: Chief Financial Officer

with a copy to: General Counsel

or, as to each of the foregoing, at such other address as shall be designated by written notice to the other party.

Section 6.3. Pledge and Assignment. SONYMA hereby consents to the pledge and assignment by the Development Corporation under the Senior Lien Resolution, for the benefit of the Bondowners, of all or any part of the benefits or rights of the Development Corporation herein and of the payments by SONYMA as provided herein.

Section 6.4. Benefit of and Enforcement by Bondowners. The Development Corporation and SONYMA agree that this Agreement is executed in part to induce the purchase by others of the Senior Lien Bonds and for the further securing of the Senior Lien Bonds, and accordingly all covenants and agreements on the part of the Development Corporation and SONYMA as set forth in this Agreement are hereby declared to be for the benefit of the holders from time to time of the Senior Lien Bonds and may be enforced as provided in Article XI of the Senior Lien Resolution by Bondowners or by the Senior Lien Trustee on behalf of the Bondowners.

Section 6.5. Limitations on Rights of Others. The provisions of this Agreement are solely for the benefit of SONYMA and the Development Corporation and nothing in this Agreement, whether express or implied, shall be construed to give to any other person, other than the Bondowners and the Senior Lien Trustee on behalf of the Bondowners, any legal or equitable

right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

Section 6.6. Agreement of the State. In accordance with the authority granted to SONYMA pursuant to the provisions of Sections 2411 and 2428-a(3) of the SONYMA Act, SONYMA, on behalf of the State, does hereby pledge to and agree with the Development Corporation that the State will not limit or alter the rights vested by the SONYMA Act in SONYMA to fulfill the terms of this Agreement, or in any way impair the rights and remedies of the Development Corporation hereunder.

Section 6.7. SONYMA Senior Lien Bonds. If this Agreement is drawn upon to pay the principal (including Sinking Fund Installments) of any SONYMA Senior Lien Bond, (a) SONYMA shall continue to own such SONYMA Senior Lien Bond or, (b) if elected by SONYMA, the application of such drawing to pay such principal shall be deemed to constitute the purchase of such Bond by the Development Corporation to the extent of such application pursuant to the second paragraph of Section 506(4) of the Senior Lien Resolution. Upon any purchase pursuant to clause (b) of the second paragraph of Section 506(4) of the Senior Lien Resolution, SONYMA shall take such action as may be necessary to cause the beneficial ownership of such Bond or portion thereof so purchased to be transferred to the Development Corporation. Any such Bond or portion thereof described in clause (a) or clause (b) of the second paragraph of Section 506(4) of the Senior Lien Resolution shall not be deemed to be paid pursuant to Section 1201 of the Senior Lien Resolution, and such Bond or portion thereof shall remain Outstanding under the Senior Lien Resolution. Such Bonds or portions thereof, in the aggregate, shall be deemed to be paid pursuant to Section 1201 of the Senior Lien Resolution and no longer Outstanding under the Senior Lien Resolution to the extent their principal amount has been paid by the Development Corporation under this Agreement. As applicable, such Bonds shall be held by SONYMA or shall be held by the Development Corporation for the benefit of SONYMA to secure such payment.

Section 6.8. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

Section 6.9. Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 6.10. Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 6.11. Governing Law. This Agreement shall be construed in accordance with the laws of the State, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

Section 6.12. Successors. Whenever in this Agreement, the Development Corporation or SONYMA is named or referred to, it shall be deemed to include any agency of the State which may succeed to the principal functions and powers of the Development Corporation or

SONYMA, as applicable, and all the covenants and agreements and powers of the Development Corporation or SONYMA, as applicable, and all the covenants and agreements of this Agreement or by or on behalf of the Development Corporation or SONYMA, as applicable, shall bind and inure to the benefit of said successor whether so expressed or not.

Section 6.13. Payment Due or Acts to be Performed on Weekends and Holidays. If the date for making any payment under this Agreement or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in New York City are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or not a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement.

*[Remainder of Page Intentionally Left Blank]*

**[Signature Page for Second Amended and Restated Credit Support Agreement  
relating to Certain Bonds Issued under the Amended and Restated  
Revenue Bonds (Hotel Unit Fee Secured) Resolution]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

**STATE OF NEW YORK MORTGAGE AGENCY**

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

**NEW YORK CONVENTION CENTER  
DEVELOPMENT CORPORATION**

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

**REQUEST FOR PAYMENT**

State of New York Mortgage Agency  
641 Lexington Avenue  
Mortgage Insurance Fund  
New York, New York 10022  
Attn: Chief Financial Officer

Re: Second Amended and Restated Credit Support Agreement relating to Certain Bonds Issued under the Amended and Restated Revenue Bond (Hotel Unit Fee Secured) Resolution, dated as of June \_\_, 2026, by and between State of New York Mortgage Agency and New York Convention Center Development Corporation

Ladies and Gentlemen:

The undersigned, a duly authorized officer of \_\_\_\_\_ (the “Senior Lien Trustee”), hereby certifies to State of New York Mortgage Agency (“SONYMA”) that:

1. The Senior Lien Trustee is the trustee under the Amended and Restated Revenue Bond (Hotel Unit Fee Secured) Resolution, adopted on November 3, 2005 and amended and restated on August 3, 2015 and August 10, 2016 (the “Senior Lien Resolution”), as may be further amended, supplemented or otherwise modified to the date hereof.

2. The Senior Lien Trustee is requesting payment under the above-referenced Credit Support Agreement in the amount of \$\_\_\_\_\_ with respect to the payment of [principal (including Sinking Fund Installments) and] interest on the Senior Lien Bonds when due, and shall apply the proceeds of the request for payment solely to such purpose.

3. The amount requested hereby is not the subject of any other request for payment which has been made or is being made under the above-referenced Credit Support Agreement, and does not exceed the amount, when aggregated with (i) the amounts on deposit in the Funds and Accounts established in the Senior Lien Resolution and available to pay principal (including Sinking Fund Installments) of and interest due on the Senior Lien Bonds, necessary to pay such principal (including Sinking Fund Installments) of and interest, and (ii) all prior requests for payment in respect of principal (including Sinking Fund Installments) of and interest due on Senior Lien Bonds made in the same Bond Year as this request for payment, equal to one-third (1/3) of the scheduled principal (including Sinking Fund Installments) of and interest due on the Senior Lien Bonds in such Bond Year.

Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed thereto in the above-referenced Credit Support Agreement or the Senior Lien Resolution, as applicable.

The Senior Lien Trustee hereby directs that the payment hereunder be made to the Senior Lien Trustee at the address and with the wire instructions indicated below:

Address:

Wire Instructions:

IN WITNESS WHEREOF, the Senior Lien Trustee has executed and delivered this request for payment on the \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, as  
Senior Lien Trustee

By: \_\_\_\_\_

Name:

Title:

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**FORM OF CONTINUING DISCLOSURE AGREEMENT**

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## FORM OF CONTINUING DISCLOSURE AGREEMENT

### CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the “Agreement”) is made as of \_\_\_\_\_, 2026 by the New York Convention Center Development Corporation (the “Corporation”), a subsidiary of the New York State Urban Development Corporation (doing business as Empire State Development) acting by its undersigned officers, duly authorized, in connection with the issuance of its \$\_\_\_\_\_ Senior Lien Revenue Refunding Bonds (Hotel Unit Fee Secured) Series 2026[\_\_\_] (the “Bonds”). The Bonds are being issued pursuant to the Amended and Restated Revenue Bond (Hotel Unit Fee Secured) Resolution adopted by the Corporation on August 10, 2016, as supplemented, (the “Senior Lien Resolution”) for the benefit of the beneficial owners from time to time of the Bonds.

Section 1. Definitions. For purposes of this Agreement, the following capitalized terms shall have the following meanings:

“Final Official Statement” means the official statement of the Corporation prepared in connection with the Bonds.

“MSRB” means the Municipal Securities Rulemaking Board established under the Securities Exchange Act of 1934, as amended, or any successor thereto.

“EMMA” means the Electronic Municipal Market Access website of the MSRB or any other information repository established pursuant to the Rule as amended from time to time.

“Financial Obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities, as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Rule” means Rule 15c2-12 under the Securities Exchange Act of 1934, as of the date of this Agreement.

“SEC” means the Securities and Exchange Commission of the United States, or any successor thereto.

Capitalized terms used in this Agreement and not defined herein shall have the meanings ascribed thereto in the Senior Lien Resolution.

#### Section 2. Annual Financial Information.

(a) The Corporation agrees to provide or cause to be provided to EMMA, in accordance with the provisions of the Rule and of this Agreement, annual financial information (commencing with information and data for the Bond Year ending November 15, 2026) as follows:

(i) a schedule of Hotel Unit Fee receipts for the Bond Year;

(ii) information as to whether there has been any reduction during the Bond Year in the Hotel Unit Fee imposed by the Act;

(iii) information as to whether there have been any draws made during the Bond Year by the Corporation under the Senior Lien Credit Support Agreement or the Subordinated Lien Credit Support Agreement;

(iv) the balance on deposit in (a) the Revenue Account under the Senior Lien Resolution and (b) the Subordinated Lien Revenue Account under the Subordinated Lien Resolution, as of November 15 of such year, and, for each, whether such amount equals the amount required to be on deposit therein pursuant to Section 505 of the Senior Lien Resolution or the Subordinated Lien Resolution, as applicable, (80% of the greatest amount of Debt Service on all Outstanding Bonds payable in the then-current Bond Year or in any Bond Year thereafter);

15, showing: (v) a table showing the debt service coverage for the Bond Year ending the prior November

(A) Hotel Unit Fee receipts for such Bond Year;

(B) the amount available under the Senior Lien Credit Support Agreement for such Bond Year (one-third (1/3) of the scheduled principal (including Sinking Fund Installments) and interest due on the Senior Lien Bonds in such Bond Year);

(C) the amount available under the Subordinated Lien Credit Support Agreement for such Bond Year (one-third (1/3) of the scheduled principal (including Sinking Fund Installments) and interest due on the Subordinated Lien Bonds in such Bond Year);

(D) the sum of the amounts described in (A) and (B) (“Total Senior Lien Revenues”);

(E) the sum of the amounts described in (A) and (C) (“Total Subordinated Lien Revenues”);

(F) the sum of the amounts described in (A), (B) and (C) (“Total Revenues”);

(G) the aggregate amount of Debt Service on the Senior Lien Bonds for such Bond Year;

(H) the aggregate amount of Debt Service on the Subordinated Lien Bonds for such Bond Year;

(I) the sum of amounts described in (G) and (H) (“Total Debt Service”);

(J) the debt service coverage of debt service on the Senior Lien Bonds provided by Hotel Unit Fee receipts for such Bond Year;

(K) the debt service coverage of debt service on the Senior Lien Bonds provided by Total Senior Lien Revenues for such Bond Year;

(L) the debt service coverage of Total Debt Service provided by Hotel Unit Fee receipts for such Bond Year;

(M) the debt service coverage of Total Debt Service provided by Total Subordinated Lien Revenues for such Bond Year; and

(N) the debt service coverage of Total Debt Service provided by Total Revenues for such Bond Year; and

(vi) the location for obtaining the Fiscal Year Annual Report (commencing with information and data for the fiscal year ending October 31, 2026) of the State of New York Mortgage Agency (“SONYMA”).

(b) The information described above in (i) through (v) will be provided on or before the date one hundred twenty (120) days after the close of the Bond Year for which such information is being provided, and the information described above in (vi) will be provided on or before the date one hundred eighty (180) days after the close of the Bond Year for which such information is being provided. The Corporation’s Bond Year currently ends on November 15.

(c) The information described above may be provided in whole or in part by cross-reference to other documents available to the public on EMMA or filed with the SEC. All or a portion of the information may be

provided in the form of a comprehensive annual financial report, an annual information statement, or an Annual Report.

(d) The Corporation reserves the right to modify from time to time the format of the presentation of such information; provided that the Corporation agrees that the exercise of any such right will be done in a manner consistent with the Rule.

### Section 3. Event Notice.

The Corporation agrees to provide or cause to be provided, in a timely manner not in excess of ten business days after the occurrence of the event, to each EMMA notice of the occurrence of any of the following events with respect to the Bonds:

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) substitution of credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (g) modifications to rights of holders of the Bonds, if material;
- (h) bond calls, if material, and tender offers;
- (i) defeasances;
- (j) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (k) rating changes;
- (l) bankruptcy, insolvency, receivership or similar event of the Corporation as set forth in the Rule;
- (m) the consummation of a merger, consolidation, or acquisition involving the Corporation or the sale of all or substantially all of the assets of the Corporation, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (n) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (o) the incurrence of a Financial Obligation of the Corporation, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Corporation, any of which affect Bondholders, if material; and
- (p) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Corporation, any of which reflect financial difficulties.

Section 4. Notice of Failure to Provide Annual Financial Information.

The Corporation agrees to provide or cause to be provided, in a timely manner, to EMMA notice of any failure by the Corporation to provide annual financial information as set forth in Section 2(a) hereof on or before the date set forth in Section 2(b) hereof.

Section 5. Use of Agents.

Annual financial information and operating data and notices to be provided pursuant to this Agreement may be provided by the Corporation or by any agents which may be employed by the Corporation for such purpose from time to time.

Section 6. Termination.

The obligations of the Corporation under this Agreement shall terminate upon the earlier of (i) payment or legal defeasance, at maturity or otherwise, of all of the Bonds, or (ii) such time as the Corporation ceases to be an obligated person with respect to the Bonds within the meaning of the Rule.

Section 7. Enforcement.

The Corporation acknowledges that the undertakings set forth in this Agreement are intended to be for the benefit of, and enforceable by, the beneficial owners from time to time of the Bonds. In the event the Corporation shall fail to perform its duties hereunder, the Corporation shall have the option to cure such failure within a reasonable time (but not exceeding 30 days with respect to the undertakings set forth in Section 2 of this Agreement or five business days with respect to the undertakings set forth in Sections 3 and 4 of this Agreement) from the time the Corporation's Treasurer, or a successor, receives written notice from any beneficial owner of the Bonds of such failure. The present address of the Treasurer is 655 Third Avenue, New York, NY 10017.

In the event the Corporation does not cure such failure within the time specified above, the beneficial owner of any Bonds shall be entitled only to the remedy of specific performance. The Corporation expressly acknowledges and the beneficial owners are hereby deemed to expressly agree that no monetary damages shall arise or be payable hereunder nor shall any failure to comply with this Agreement constitute an event of default with respect to the Bonds including, without limitation, an Event of Default under the Senior Lien Resolution or the Subordinated Lien Resolution, or a breach of any duty or obligation of the Senior Lien Trustee under the Senior Lien Resolution or the Subordinated Lien Trustee under the Subordinated Lien Resolution.

Section 8. Miscellaneous.

(a) All documents provided by the Corporation to EMMA pursuant to the Corporation's undertakings set forth in Sections 2, 3 and 4 of this Agreement shall be in an electronic format as prescribed by the MSRB from time to time and shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(b) The Corporation shall have no obligation to provide any information, data or notices other than as set forth in this Agreement; provided however, nothing in this Agreement shall be construed as prohibiting the Corporation from providing such additional information, data or notices from time to time as it deems appropriate in connection with the Bonds. If the Corporation elects to provide any such additional information, data or notices, the Corporation shall have no obligation under this Agreement to update or continue to provide further additional information, data or notices of the type so provided.

(c) This Agreement shall be governed by the laws of the State of New York.

(d) Notwithstanding any other provision of this Agreement, the Corporation may amend this Agreement, and any provision of this Agreement may be waived, if (i) such amendment or waiver is made in connection with a change of circumstances that arises from a change in legal requirements, a change in law, or a change in the identity, nature or status of the Corporation, (ii) the provisions of the Agreement as so amended or

waived would have complied with the requirements of the Rule, taking into account any amendments or interpretations of the Rule as well as any changes in circumstances, in each case as of the date of such amendment to the Agreement or waiver and (iii) such amendment or waiver is supported by either an opinion of counsel expert in federal securities laws to the effect that such amendment or waiver would not materially adversely affect the beneficial owners of the Bonds or an approving vote by the holders of not less than a majority of the aggregate principal amount of the Bonds then outstanding pursuant to the terms of the Senior Lien Resolution. A copy of any such amendment or waiver will be filed in a timely manner with EMMA. The annual financial information provided on the first date following adoption of any such amendment or waiver will explain, in narrative form, the reasons for the amendment or waiver.

(e) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

NEW YORK CONVENTION CENTER  
DEVELOPMENT CORPORATION

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

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**PROPOSED FORM OF OPINIONS OF CO-BOND COUNSEL  
RELATED TO THE SERIES 2026A BONDS**

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June \_\_, 2026

New York Convention Center  
Development Corporation  
655 Third Avenue  
New York, New York 10017

Ladies and Gentlemen:

We have examined a record of proceedings relating to the issuance of \$\_\_\_\_\_ aggregate principal amount of Senior Lien Revenue Refunding Bonds (Hotel Unit Fee Secured), Series 2026A (the “Bonds”) of the New York Convention Center Development Corporation (the “Corporation”), created as a subsidiary of the New York State Urban Development Corporation and organized under the New York Business Corporation Law, pursuant to Chapter 35 of the Laws of 1979 and Chapter 3 of the Laws of 2004, as amended (the “Act”).

The Bonds are authorized to be issued pursuant to the Act and pursuant and subject to the provisions, terms and conditions of a resolution of the Corporation adopted on November 3, 2005, as amended and supplemented to the date hereof, including as amended and restated on August 10, 2016, entitled “Amended and Restated Revenue Bond (Hotel Unit Fee Secured) Resolution,” and as supplemented by a supplemental resolution of the Corporation adopted on May 21, 2026, entitled “Fourth Supplemental Revenue Bond (Hotel Unit Fee Secured) Resolution,” and by a resolution of the Corporation adopted on May 21, 2026, entitled “Bond Financing Committee Resolution Concerning the Sale and Issuance of Senior Lien Revenue Refunding Bonds (Hotel Unit Fee Secured), Series 2026A and Senior Lien Revenue Refunding Bonds (Hotel Unit Fee Secured), Series 2026B” (collectively, the “Resolutions”). The Bonds are dated, bear or compound interest, mature and are subject to redemption as set forth in the Resolutions. Additional bonds may be issued upon the terms and conditions set forth in the Resolutions.

The Internal Revenue Code of 1986, as amended (the “Code”), imposes certain requirements that must be met subsequent to the issuance and delivery of the Bonds for interest thereon to be and remain excluded from gross income for Federal income tax purposes. Noncompliance with such requirements could cause the interest on the Bonds to be included in gross income for Federal income tax purposes retroactive to the date of issue of the Bonds. Pursuant to the Resolutions and the Tax Certificate as to Arbitrage and the Provisions of Sections 103 and 141-150 of the Internal Revenue Code of 1986 (the “Tax Certificate”), the Corporation has covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Bonds from gross income for Federal income tax purposes pursuant to Section 103 of the Code. In addition, the Corporation has made certain representations and certifications in the Resolutions and the Tax Certificate. We have not independently verified the accuracy of those representations and certifications.

Based on the foregoing, we are of the opinion that:

1. The Corporation has been duly created and is validly existing under the Act and has the right, power and authority to adopt the Resolutions and the Resolutions have been duly and lawfully adopted by the Corporation, are in full force and effect and constitute valid and binding obligations of the Corporation and are enforceable in accordance with their terms.
2. The Resolutions create the valid pledge which they purport to create of the Pledged Property (as defined in the Resolutions), subject to the application thereof to the purposes and on the conditions permitted by the Resolutions.
3. The Bonds have been duly and validly authorized and issued by the Corporation and are valid and binding special obligations of the Corporation payable solely from the Pledged Property provided therefor in the Resolutions.
4. The Bonds are not a debt of the State of New York (the “State”) and the State is not liable thereon, nor shall the Bonds be payable out of funds of the Corporation other than the Pledged Property.

5. Under existing law, assuming compliance with the tax covenants described herein, and the accuracy of the aforementioned representations and certifications, interest on the Bonds (including any original issue discount properly allocable thereto) is excluded from gross income for Federal income tax purposes under Section 103 of the Code. We are also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. Interest on the Bonds will be taken into account in computing the alternative minimum tax imposed on certain corporations under the Code to the extent that such interest is included in the “adjusted financial statement income” of such corporations.
6. Under existing law, interest on the Bonds is, by virtue of the Act, exempt from personal income taxes imposed by the State or any political subdivision thereof (including The City of New York).

The opinions expressed in paragraph 1 above are subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws heretofore or hereafter enacted affecting creditors’ rights and are subject to the application of principles of equity relating to or affecting the enforcement of contractual obligations, whether such enforcement is considered in a proceeding in equity or at law.

Except as stated in paragraphs 5 and 6 above, we express no opinion as to any other Federal, state or local tax consequences of the ownership or disposition of, or the accrual or receipt of interest on the Bonds. Furthermore, we express no opinion as to any Federal, state or local tax law consequences with respect to the Bonds, or the interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof upon the advice or approval of any other counsel.

We express no opinion as to the accuracy or sufficiency of any financial or other information which has been or will be supplied to purchasers of the Bonds.

In rendering the foregoing opinions we have made a review of such legal proceedings as we have deemed necessary to approve the legality and validity of the Bonds. In rendering the foregoing opinions we have not been requested to examine any document or financial or other information concerning the Corporation other than the record of proceedings referred to above, and we express no opinion as to the adequacy or sufficiency of any financial or other information which has been or will be supplied to purchasers of the Bonds.

This opinion letter is rendered solely with regard to the matters expressly opined on above and no other opinions are intended nor should they be inferred. This opinion letter is issued as of the date hereof, and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law, or in interpretations thereof, that may hereafter occur, or for any other reason whatsoever.

Very truly yours,

**PROPOSED FORM OF OPINIONS OF CO-BOND COUNSEL  
RELATED TO THE SERIES 2026B BONDS**

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August \_\_, 2026

New York Convention Center  
Development Corporation  
655 Third Avenue  
New York, New York 10017

Ladies and Gentlemen:

We have examined a record of proceedings relating to the issuance of \$ \_\_\_\_\_ aggregate principal amount of Senior Lien Revenue Refunding Bonds (Hotel Unit Fee Secured), Series 2026B (Forward Delivery) (the “Bonds”) of the New York Convention Center Development Corporation (the “Corporation”), created as a subsidiary of the New York State Urban Development Corporation and organized under the New York Business Corporation Law, pursuant to Chapter 35 of the Laws of 1979 and Chapter 3 of the Laws of 2004, as amended (the “Act”).

The Bonds are authorized to be issued pursuant to the Act and pursuant and subject to the provisions, terms and conditions of a resolution of the Corporation adopted on November 3, 2005, as amended and supplemented to the date hereof, including as amended and restated on August 10, 2016, entitled “Amended and Restated Revenue Bond (Hotel Unit Fee Secured) Resolution,” and as supplemented by a supplemental resolution of the Corporation adopted on May 21, 2026, entitled “Fifth Supplemental Revenue Bond (Hotel Unit Fee Secured) Resolution,” and by a resolution of the Corporation adopted on May 21, 2026, entitled “Bond Financing Committee Resolution Concerning the Sale and Issuance of Senior Lien Revenue Refunding Bonds (Hotel Unit Fee Secured), Series 2026A and Senior Lien Revenue Refunding Bonds (Hotel Unit Fee Secured), Series 2026B” (collectively, the “Resolutions”). The Bonds are dated, bear or compound interest, mature and are subject to redemption as set forth in the Resolutions. Additional bonds may be issued upon the terms and conditions set forth in the Resolutions.

The Internal Revenue Code of 1986, as amended (the “Code”), imposes certain requirements that must be met subsequent to the issuance and delivery of the Bonds for interest thereon to be and remain excluded from gross income for Federal income tax purposes. Noncompliance with such requirements could cause the interest on the Bonds to be included in gross income for Federal income tax purposes retroactive to the date of issue of the Bonds. Pursuant to the Resolutions and the Tax Certificate as to Arbitrage and the Provisions of Sections 103 and 141-150 of the Internal Revenue Code of 1986 (the “Tax Certificate”), the Corporation has covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Bonds from gross income for Federal income tax purposes pursuant to Section 103 of the Code. In addition, the Corporation has made certain representations and certifications in the Resolutions and the Tax Certificate. We have not independently verified the accuracy of those representations and certifications.

Based on the foregoing, we are of the opinion that:

1. The Corporation has been duly created and is validly existing under the Act and has the right, power and authority to adopt the Resolutions and the Resolutions have been duly and lawfully adopted by the Corporation, are in full force and effect and constitute valid and binding obligations of the Corporation and are enforceable in accordance with their terms.
2. The Resolutions create the valid pledge which they purport to create of the Pledged Property (as defined in the Resolutions), subject to the application thereof to the purposes and on the conditions permitted by the Resolutions.
3. The Bonds have been duly and validly authorized and issued by the Corporation and are valid and binding special obligations of the Corporation payable solely from the Pledged Property provided therefor in the Resolutions.
4. The Bonds are not a debt of the State of New York (the “State”) and the State is not liable thereon, nor shall the Bonds be payable out of funds of the Corporation other than the Pledged Property.

5. Under existing law, assuming compliance with the tax covenants described herein, and the accuracy of the aforementioned representations and certifications, interest on the Bonds (including any original issue discount properly allocable thereto) is excluded from gross income for Federal income tax purposes under Section 103 of the Code. We are also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. Interest on the Bonds will be taken into account in computing the alternative minimum tax imposed on certain corporations under the Code to the extent that such interest is included in the “adjusted financial statement income” of such corporations.
6. Under existing law, interest on the Bonds is, by virtue of the Act, exempt from personal income taxes imposed by the State or any political subdivision thereof (including The City of New York).

The opinions expressed in paragraph 1 above are subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws heretofore or hereafter enacted affecting creditors’ rights and are subject to the application of principles of equity relating to or affecting the enforcement of contractual obligations, whether such enforcement is considered in a proceeding in equity or at law.

Except as stated in paragraphs 5 and 6 above, we express no opinion as to any other Federal, state or local tax consequences of the ownership or disposition of, or the accrual or receipt of interest on the Bonds. Furthermore, we express no opinion as to any Federal, state or local tax law consequences with respect to the Bonds, or the interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof upon the advice or approval of any other counsel.

We express no opinion as to the accuracy or sufficiency of any financial or other information which has been or will be supplied to purchasers of the Bonds.

In rendering the foregoing opinions we have made a review of such legal proceedings as we have deemed necessary to approve the legality and validity of the Bonds. In rendering the foregoing opinions we have not been requested to examine any document or financial or other information concerning the Corporation other than the record of proceedings referred to above, and we express no opinion as to the adequacy or sufficiency of any financial or other information which has been or will be supplied to purchasers of the Bonds.

This opinion letter is rendered solely with regard to the matters expressly opined on above and no other opinions are intended nor should they be inferred. This opinion letter is issued as of the date hereof, and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law, or in interpretations thereof, that may hereafter occur, or for any other reason whatsoever.

Very truly yours,

**FORM OF DELAYED DELIVERY  
CONTRACT FOR THE SERIES 2026B BONDS**

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## FORM OF DELAYED DELIVERY CONTRACT

Wells Fargo Bank, National Association  
As Representative of the Underwriters

June \_\_, 2026

\$ \_\_\_\_\_  
**New York Convention Center Development Corporation**  
**Senior Lien Revenue Refunding Bonds (Hotel Unit Fee Secured),**  
**Series 2026B (Forward Delivery)**  
**(the “Bonds”)**

Ladies and Gentlemen:

The undersigned (the “Purchaser”) hereby agrees to purchase from Wells Fargo Bank, National Association (the “Representative”), as representative of itself and the Underwriters set forth in the Forward Delivery Contract of Purchase (defined below) (with the Representative, the “Underwriters”) when, as, and if issued and delivered to the Underwriters by the New York Convention Center Development Corporation (the “Issuer”), and the Representative agrees to sell to the Purchaser:

<u>Par Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>	<u>Yield</u>	<u>Price</u>
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of the above-referenced Bonds (the “Purchased Bonds”) offered by the Issuer under the Preliminary Official Statement dated May 26, 2026 (the “Preliminary Official Statement”) and the related Official Statement (the “Official Statement”), at the purchase price and with the interest rates, par amounts, and maturity dates shown above, and on the further terms and conditions set forth in this Delayed Delivery Contract (this “Delayed Delivery Contract”). The Bonds are being purchased by the Underwriters pursuant to a Forward Delivery Contract of Purchase between the Issuer and the Representative as representative of itself and the Underwriters (the “Forward Delivery Agreement”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Preliminary Official Statement.

The Purchaser hereby confirms that it has reviewed the Preliminary Official Statement (including without limitation the section entitled “Delayed Delivery of Series 2026 Bonds” under the heading “THE SERIES 2026 BONDS” therein), has considered the risks associated with purchasing the Purchased Bonds and is duly authorized to purchase the Purchased Bonds. The Purchaser further acknowledges and agrees that the Purchased Bonds are being sold on a “forward” or “delayed delivery” basis, and the Purchaser hereby purchases and agrees to accept delivery of such Purchased Bonds from the Underwriters on or about August 19, 2026 (the “Settlement Date”).

Payment for the Purchased Bonds shall be made to the Representative or upon its order on the Settlement Date upon delivery to the Purchaser of the Purchased Bonds through the book-entry system of The Depository Trust Company. The Purchaser agrees that in no event shall the Underwriters be responsible or liable for any claim or loss, whether direct or consequential, which the Purchaser may suffer in the event the Issuer does not for any reason issue and deliver the Purchased Bonds.

Upon the Settlement Date, the obligation of the Purchaser to take delivery of the Purchased Bonds hereunder shall be unconditional. The Purchaser may terminate its obligation to purchase the Purchased Bonds in the event that between the date of this Delayed Delivery Contract and the Settlement Date, one of the following events shall have occurred after the date of this Delayed Delivery Contract and the Purchaser has notified the Representative in writing as provided herein:

- (i) Co-Bond Counsel does not deliver an opinion, dated the Settlement Date, in the form and to the effect set forth in Appendix E-2 to the Preliminary Official Statement;
- (ii) Legislation shall have been enacted by the New York Senate or Assembly, the House of Representatives or the Senate of the Congress of the United States, or recommended to the Congress for passage (by press release, report, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or by the Chairman or ranking minority member of the United States Senate Committee on Finance or the United States House of Representatives Committee on Ways and Means or Conference Committee of both Houses of Congress, or legislation shall have been proposed for consideration by any such Committee or its Chairman or ranking minority member or legislation shall have been favorably reported for passage to the New York Senate or Assembly, or either House of the Congress by any Committee of such House subsequent to the date hereof, or (b) a decision shall have been rendered by the United States Tax Court or by a court established under Article III of the Constitution of the United States, or (c) an order, ruling or regulation shall have been issued or proposed by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or any other agency of the United States, or (d) a release or official statement shall have been issued by the President of the United States or by the Treasury Department of the United States or by the Internal Revenue Service, the effect of which in any such case described in clause (a), (b), (c) or (d) would be to impose, directly or indirectly, Federal or state income taxation upon interest received on obligations of the general character of the Bonds or upon income received by entities of the general character of the Issuer in such a manner as in the sole reasonable judgment of the Representative would adversely affect the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices or (yields), of the Bonds;
- (iii) Any order, ruling, regulation (final, temporary or proposed) issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, or an order, decree, or injunction issued by any court of competent jurisdiction, or legislation shall have been enacted by the House of Representatives or the Senate of the Congress of the United States, or recommended to the Congress for passage by the President of the United States or favorably reported, subsequent to the date hereof, for passage to either House of the Congress by any Committee of such House, which would require registration of any security under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or qualification of any indenture under the Trust Indenture Act of 1939, as amended, in connection with the public offering of the Bonds (including any related underlying obligations securing the Bonds), or that the issuance, offering or sale of the Bonds, as contemplated hereby or by the Preliminary Official Statement or the Official Statement or otherwise, is or would be in violation of the federal securities laws as amended and then in effect, or any action shall have been taken by any court or by any governmental authority suspending the use of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, or any proceeding for that purpose shall have been initiated or threatened in any such court or by any such authority;
- (iv) A general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have occurred and be in effect on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction;
- (v) A general banking moratorium shall have been declared by authorities of the United States or New York State or a major financial crisis or a material disruption in commercial banking or securities settlement or clearance services shall have occurred such as to make it, in the reasonable judgment of the Representative, materially adversely affects the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds at the contemplated offering prices (or yields) of the Bonds;

- (vi) There shall have occurred any (i) new attack on, outbreak of hostilities or act of terrorism involving the United States; or (ii) any new declaration by the United States of a national or international emergency or war or any other national or international calamity or emergency or any escalation thereof shall have occurred; which, in the judgment of the Representative materially adversely affects the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for sale, at the contemplated offering prices (or yields), of the Bonds;
- (vii) Any event shall have occurred, or information become known, which, in the Representatives' reasonable opinion, makes untrue any material statement or information contained in the Preliminary Official Statement, the Official Statement or any supplement to the Official Statement as originally circulated, or has the effect that the Preliminary Official Statement, the Official Statement or any supplement to the Official Statement as originally circulated, contained or contains an untrue statement of a material fact, or omitted or omits to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and, in any such event, the Issuer refuses to permit the Preliminary Official Statement, the Official Statement or and supplement to the Official Statement to be supplemented to supply such statement or information, or the effect of the Preliminary Official Statement, the Official Statement or any supplement to the Official Statement as so supplemented is to, in the judgment of the Representative, materially adversely impact the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering price, of the Bonds;
- (viii) Any Federal governmental authority or any national association of securities dealers shall have imposed additional material restrictions not in force as of the date hereof with respect to trading in securities, generally, or to the Bonds or similar obligations; or
- (ix) Any action, suit, proceeding, inquiry, litigation or investigation, at law or equity, before or by any court or public body, shall be instituted, pending or threatened that has any of the effects described in (vii) above.

The Purchaser acknowledges and agrees that the Bonds are being sold on a "forward" or "delayed delivery" basis for delivery on the Settlement Date and that the Purchaser is obligated to take up and pay for the Purchased Bonds on the Settlement Date unless the Underwriters terminate the Forward Delivery Agreement or the Purchaser terminates its obligation to purchase the Purchased Bonds as described herein. To effect a termination by the Purchaser, the Purchaser acknowledges and agrees that it must give written notice of termination of this Delayed Delivery Contract to the Representative before the Settlement Date. The Purchaser understands and agrees that no termination of the obligation of the Purchaser may occur after the Settlement Date. The Purchaser is not a third party beneficiary under the Forward Delivery Agreement and has no rights to enforce, or cause the Underwriters to enforce, any of the terms thereof.

No assurances can be given that the ratings assigned to the Bonds on the Settlement Date will not be different from those initially assigned to the Bonds. Issuance of the Bonds and the Purchaser's obligation under this Delayed Delivery Contract are not conditioned upon the assignment of any particular ratings for the Bonds or the maintenance of the initial ratings of the Bonds.

The Purchaser acknowledges that it will not be able to withdraw its order except as described herein, and will not otherwise be excused from performance of its obligations to take up and pay for the Purchased Bonds on the Settlement Date because of market or credit changes, including specifically, but not limited to (a) changes in the rating assigned to the Bonds between the date of this Delayed Delivery Contract and the Settlement Date or changes in the credit associated with the Bonds generally, and (b) changes in the financial condition, operations, performance, properties or prospects of the Issuer from the date of this Delayed Delivery Contract to the Settlement Date. The Purchaser acknowledges and agrees that it will remain obligated to purchase the Purchased Bonds in accordance with the terms hereof, even if the Purchaser decides to sell Purchased Bonds following the date hereof, unless the Purchaser sells Purchased Bonds to another institution with the prior written consent of the Representative and such institution provides a written acknowledgement of confirmation of purchase order and a delayed delivery contract in the same respective forms as that executed by Purchaser.

Settlement of the Purchased Bonds shall occur on a delivery versus payment basis. Payment shall be made in federal funds to an account or as otherwise designated by the Representative and the Purchased Bonds shall be transferred to an account designated by the Purchaser.

The Purchaser agrees to: (1) with respect to any account or sub-account to which the Purchaser allocates Purchased Bonds, upon request, provide information to the Representative regarding the beneficial ownership of such account or sub-account by the end of the business day following such allocation (such information shall be reasonably satisfactory to the Representative and may include an IRS Form W-9, among other things); and (2)(a) not allocate any Purchased Bonds acquired from the Underwriters to an account or sub-account that is kept in custody at the Representative or an affiliate of the Representative if such account or sub-account (together, "allocated account") is not an "exempt account" as defined in FINRA Rule 4210(a)(13) (a "4210 exempt account"); (b) upon request, provide information to the Representative sufficient to satisfy the Representative that an allocated account is a 4210 exempt account, and; (c) provide instructions to the Representative to reallocate any Purchased Bonds if the Purchaser is unable to provide by the end of the business day following a request from the Representative, the information requested pursuant to clause (2)(b) of this paragraph. The Purchaser is allocating the Purchased Bonds to the accounts or sub-accounts identified in Appendix 1 attached hereto.

The Purchaser represents and warrants that, as of the date of this Delayed Delivery Contract, the Purchaser is not prohibited from purchasing the Purchased Bonds hereby agreed to be purchased by it under the laws of the jurisdiction to which the Purchaser is subject.

This Delayed Delivery Contract will inure to the benefit of and be binding upon the parties hereto and their respective successors, but will not be assignable by either party without the prior written consent of the other.

The Purchaser acknowledges that the Representative is entering into the Forward Delivery Agreement with the Issuer to purchase the Purchased Bonds in reliance in part on the performance by the Purchaser of its obligations hereunder.

This Delayed Delivery Contract may be executed by either of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument under the laws of the State of New York.

It is understood that the acceptance by the Representative of any Delayed Delivery Contract (including this one) is in the Representative's sole discretion and that, without limiting the foregoing, acceptances of such contracts need not be on a first-come, first-served basis. If this Delayed Delivery Contract is acceptable to the Representative, it is requested that the Representative sign the form of acceptance below and mail or deliver one of the counterparts hereof to the Purchaser at its address set forth below. This will become a binding contract between the Representative and the Purchaser when such counterpart is so mailed or delivered by the Representative. This Delayed Delivery Contract does not constitute a customer confirmation pursuant to Rule G-15 of the Municipal Securities Rulemaking Board.

This Delayed Delivery Contract shall be construed and administered under the laws of the State of New York.

\_\_\_\_\_  
Purchaser – Name of Legal Entity

\_\_\_\_\_  
Address of Legal Entity

\_\_\_\_\_  
Telephone # of Legal Entity

By: \_\_\_\_\_  
(Authorized Signatory of Legal Entity)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted: Wells Fargo Bank, National Association, on behalf of Underwriters

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Appendix 1**

The Purchaser is allocating the Purchased Bonds to the accounts, sub-accounts or entities specified below.

<b><u>Name of Account/Sub-Account/Entity</u></b>

**SERIES 2015 REFUNDED BONDS CANDIDATES**

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**SERIES 2015 REFUNDED BONDS CANDIDATES\***

The Corporation is proposing to currently refund certain outstanding Senior Lien Bonds previously issued by the Corporation with the proceeds of the Series 2026A Bonds and other available funds. The following list of bonds is not final and is subject to change prior to issuance of the Series 2026A Bonds. The Corporation reserves the right to refund all, none or only a portion of the bonds listed below and also reserves the right to refund bonds in addition to those listed below. In the event that any of the bonds and principal amounts listed below are not refunded with proceeds of the Series 2026A Bonds, the Corporation reserves the right to issue refunding bonds in the future to refund any of the bonds listed below or portions thereof. All of the bonds listed below are the Series 2015 Refunded Bonds as described in “PLAN OF REFUNDING.”

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*New York Convention Center Development Corporation  
Revenue Refunding Bonds (Hotel Unit Fee Secured)  
Series 2015*

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<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	<u>CUSIP Number</u> <sup>†</sup>
11/15/2026	5.000%	\$15,830,000	6/23/2026	100%	649451CS8
11/15/2027	5.000	16,620,000	6/23/2026	100	649451CT6
11/15/2028	5.000	17,455,000	6/23/2026	100	649451CU3
11/15/2029	5.000	18,320,000	6/23/2026	100	649451CV1
11/15/2030	5.000	19,245,000	6/23/2026	100	649451CW9
11/15/2031	3.375	9,215,000	6/23/2026	100	649451CX7
11/15/2031	5.000	10,985,000	6/23/2026	100	649451DJ7
11/15/2032	5.000	21,065,000	6/23/2026	100	649451CY5
11/15/2033	5.000	22,115,000	6/23/2026	100	649451CZ2
11/15/2034	3.500	8,000,000	6/23/2026	100	649451DN8
11/15/2034	5.000	15,220,000	6/23/2026	100	649451DA6
11/15/2035	3.625	6,045,000	6/23/2026	100	649451DB4
11/15/2035	5.000	18,220,000	6/23/2026	100	649451DH1
11/15/2040 <sup>(1)</sup>	5.000	121,635,000	6/23/2026	100	649451DM0
11/15/2045 <sup>(2)</sup>	5.000	100,225,000	6/23/2026	100	649451DC2

\* Preliminary, subject to change.

<sup>(1)</sup> Term bond will be credited against the following mandatory sinking fund payments:

<u>November 15,</u>	<u>Principal Amount to be Redeemed</u>
2036	\$25,395,000
2037	26,660,000
2038	28,000,000
2039	29,395,000
2040	12,185,000

<sup>(2)</sup> Term bond will be credited against the following mandatory sinking fund payments:

<u>November 15,</u>	<u>Principal Amount to be Redeemed</u>
2041	\$18,230,000
2042	19,140,000
2043	20,095,000
2044	21,100,000
2045	21,660,000

<sup>†</sup> CUSIP is a registered trademark of the American Bankers Association (“ABA”). CUSIP numbers are assigned by, and managed on behalf of the ABA by, an organization not affiliated with the Corporation. The CUSIP numbers listed above are being provided solely for the convenience of holders of the Series 2015 Refunded Bonds. Neither the Corporation nor the Underwriters are responsible for the selection or uses of these CUSIP numbers, nor is any representation made as to their correctness on the Series 2015 Refunded Bonds or as indicated above. The CUSIP numbers have been and are subject to change after the original issuance of the Series 2015 Refunded Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of one or more maturities of the Series 2015 Refunded Bonds or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of one or more maturities of the Series 2015 Refunded Bonds.

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**SERIES 2016A REFUNDED BONDS CANDIDATES**

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**SERIES 2016A REFUNDED BONDS CANDIDATES\***

The Corporation is proposing to currently refund certain outstanding Senior Lien Bonds previously issued by the Corporation with the proceeds of the Series 2026B Bonds and other available funds. The following list of bonds is not final and is subject to change prior to issuance of the Series 2026B Bonds. The Corporation reserves the right to refund all, none or only a portion of the bonds listed below and also reserves the right to refund bonds in addition to those listed below. In the event that any of the bonds and principal amounts listed below are not refunded with proceeds of the Series 2026B Bonds, the Corporation reserves the right to issue refunding bonds in the future to refund any of the bonds listed below or portions thereof. All of the bonds listed below are the Series 2016A Refunded Bonds as described in “PLAN OF REFUNDING.”

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*New York Convention Center Development Corporation*  
*Senior Lien Revenue Bonds (Hotel Unit Fee Secured)*  
*Series 2016A*

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<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	<u>CUSIP Number</u> <sup>†</sup>
11/15/2027	5.000%	\$525,000	11/15/2026	100%	649451DV0
11/15/2028	5.000	545,000	11/15/2026	100	649451DW8
11/15/2029	5.000	580,000	11/15/2026	100	649451DX6
11/15/2030	5.000	600,000	11/15/2026	100	649451DY4
11/15/2031	5.000	640,000	11/15/2026	100	649451DZ1
11/15/2032	5.000	665,000	11/15/2026	100	649451EA5
11/15/2033	5.000	700,000	11/15/2026	100	649451EB3
11/15/2034	5.000	735,000	11/15/2026	100	649451EC1
11/15/2035	5.000	770,000	11/15/2026	100	649451ED9
11/15/2036	5.000	810,000	11/15/2026	100	649451EE7
11/15/2041 <sup>(1)</sup>	5.000	4,390,000	11/15/2026	100	649451EV9
11/15/2046 <sup>(2)</sup>	5.000	45,475,000	11/15/2026	100	649451EG2

\* Preliminary, subject to change.

<sup>(1)</sup> Term bond will be credited against the following mandatory sinking fund payments:

<u>November 15,</u>	<u>Principal Amount to be Redeemed</u>
2037	\$855,000
2038	890,000
2039	935,000
2040	985,000
2041	725,000

<sup>(2)</sup> Term bond will be credited against the following mandatory sinking fund payments:

<u>November 15,</u>	<u>Principal Amount to be Redeemed</u>
2042	\$1,075,000
2043	1,135,000
2044	1,190,000
2045	1,245,000
2046	40,830,000

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