

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**SCHEDULE 13D**  
Under the Securities Exchange Act of 1934  
(Amendment No. 03)\*

**BLACKROCK MUNIHOLDINGS NEW JERSEY QUALITY FUND,  
INC.**

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(Name of Issuer)

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**VARIABLE RATE DEMAND PREFERRED SHARES**

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(Title of Class of Securities)

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**09254X705**

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(CUSIP Number)

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**Bank of America Corporation, Bank of America Corporate Center, 100 North Tryon Street, Charlotte, North Carolina 28255**

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(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

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**February 12, 2020**

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(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b> BANK OF AMERICA CORP /DE/ 56-0906609	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS</b> WC	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(e) or 2(f)</b> <input checked="" type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES  BENEFICIALLY OWNED  BY EACH REPORTING  PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 2,371
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 2,371
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 2,371	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 100%	
<b>14</b>	<b>TYPE OF REPORTING PERSON</b> HC	

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b> Banc of America Preferred Funding Corporation 75-2939570	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS</b> WC	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(e) or 2(f)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 2,371
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 2,371
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 2,371	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 100%	
<b>14</b>	<b>TYPE OF REPORTING PERSON</b> CO	

**Item 1. Security and Issuer**

This Amendment No. 3 (this "Amendment") amends, as set forth below, the statement on Schedule 13D, dated April 17, 2014 and filed with the SEC on April 28, 2014 (the "Original Schedule 13D"), as amended by Amendment No. 1 dated April 13, 2015 and filed with the SEC on April 15, 2015, and as further amended by Amendment No. 2 dated April 20, 2017 and filed with the SEC on April 24, 2017, for Bank of America Corporation ("BAC") and Banc of America Preferred Funding Corporation ("BAPFC") (collectively, the "Reporting Persons") with respect to the variable rate demand preferred shares ("VRDP Shares") of BlackRock MuniHoldings New Jersey Quality Fund, Inc. (the "Issuer").

This Amendment is being filed in relation to (i) the amendment to the Voting Trust Agreement, dated April 17, 2014, (ii) the amendment to the VRDP Shares Fee Agreement, dated June 30, 2011, (iii) the amendment to the VRDP Shares Remarketing Agreement, dated June 30, 2011 and (iv) the extension of the Scheduled Termination Date of the VRDP Shares Fee Agreement and VRDP Shares Purchase Agreement relating to the VRDP Shares of the Issuer.

**Item 2. Identity and Background**

- (a) Item 2 of the Original Schedule 13D is hereby amended by deleting Schedule I and Schedule II referenced therein and replacing them with Schedule I and Schedule II included with this Amendment.
- (b)
- (c)
- (d)
- (e)
- (f)

**Item 3. Source and Amount of Funds or Other Consideration**

**Item 4. Purpose of Transaction**

- (a)
- (b)
- (c)
- (d)
- (e)
- (f)
- (g)
- (h)
- (i)
- (j)

**Item 5. Interest in Securities of the Issuer**

- (a)
- (b)
- (c)

Transaction Date	Shares or Units Purchased (Sold)	Price Per Share or Unit
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- (d)
- (e)

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Item 6 of the Original Schedule 13D is hereby amended by deleting the first and second paragraphs thereto and inserting the following paragraphs in their place:

"The responses of the Reporting Persons to Item 4 are incorporated herein by reference. With respect to the VRDP Shares owned by BAPFC, on April 17, 2014, BAPFC assigned certain preferred class voting rights on the VRDP Shares to a voting trust (the "Voting Trust") created pursuant to the Voting Trust Agreement, dated April 17, 2014, and amended by the Omnibus Amendment to Voting Trust Agreements, dated February 12, 2020, among BAPFC, Lord Securities Corporation, as voting trustee (the "Voting Trustee") and Institutional Shareholder Services Inc. (the "Voting Consultant"). Voting and consent rights on the VRDP Shares not assigned to the Voting Trust have been retained by BAPFC. The Voting Trust provides that with respect to voting or consent matters relating to the voting rights assigned to the Voting Trust, the Voting Consultant analyzes such voting or consent matters and makes a recommendation to the Voting Trustee on voting or consenting. The Voting Trustee is obligated to follow any such recommendations of the Voting Consultant when providing a vote or consent.

The VRDP Shares will have the benefit of a liquidity purchase obligation at the times and in the manner specified in the VRDP Purchase Agreement, dated as of June 30, 2011, as amended by that certain Amendment to VRDP Purchase Agreement, dated as of April 17, 2014 between The Bank of New York Mellon ("BNY") and Bank of America, N.A., as liquidity provider ("BANA"). Certain agreements are documented in the VRDP Shares Fee Agreement, dated as of June 30, 2011, as amended by that certain (i) Request for Extension of Scheduled Termination Date and Agreement to Extend the VRDP Shares Fee Agreement dated as of March 29, 2012, (ii) Amendment to the VRDP Shares Fee Agreement, dated as of June 25, 2012, (iii) Request for Extension of Scheduled Termination Date and Agreement to Extend the VRDP Shares Fee Agreement, dated as of April 15, 2013, (iv) Amendment to VRDP Shares Fee Agreement, dated as of April 17, 2014, and (v) Amendment to the VRDP Shares Fee Agreement, dated as of February 12, 2020, between the Issuer and BANA. Certain agreements between the Issuer and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S"), as remarketing agent for the VRDP Shares are documented in the VRDP Shares Remarketing Agreement, dated as of June 30, 2011, as amended by that certain (i) Amendment to VRDP Shares Remarketing Agreement, dated as of April 17, 2014, and (ii) Amendment to the VRDP Shares Remarketing Agreement, dated as of February 12, 2020, between the Issuer and MLPF&S."

Additionally, Item 6 of the Original Schedule 13D is hereby amended by adding the following at the end thereof:

"Effective as of February 12, 2020, the Scheduled Termination Date of the VRDP Shares Purchase Agreement and the VRDP Shares Fee Agreement has been extended to April 30, 2021."

**Item 7. Material to Be Filed as Exhibits**

Item 7 of the Original Schedule 13D is hereby amended by deleting Exhibit 99.1 and Exhibit 99.2 thereto and inserting the following exhibits in their place:

"Exhibit Description of Exhibit  
99.1 Joint Filing Agreement  
99.2 Limited Power of Attorney  
99.13 Omnibus Amendment to Voting Trust Agreements dated February 12, 2020  
99.14 Amendment to the VRDP Shares Fee Agreement dated February 12, 2020  
99.15 Amendment to the VRDP Shares Remarketing Agreement dated February 12, 2020"

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*Signature*

*After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.*

February 14, 2020

**BANK OF AMERICA CORPORATION**

By: /s/ Ally Pecarro  
Attorney-in-fact

February 14, 2020

**BANC OF AMERICA PREFERRED FUNDING CORPORATION**

By: /s/ Michael Jentis  
Authorized Signatory

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of the filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement: provided, however, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

**Footnotes:**

**Attention: Intentional misstatements or omissions of fact constitute Federal criminal violations (See 18 U.S.C. 1001)**

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**SCHEDULE I****EXECUTIVE OFFICERS AND DIRECTORS OF  
REPORTING PERSONS**

The following sets forth the name and present principal occupation of each executive officer and director of Bank of America Corporation. The business address of each of the executive officers and directors of Bank of America Corporation is Bank of America Corporate Center, 100 North Tryon Street, Charlotte, North Carolina 28255.

<u>Name</u>	<u>Position with Bank of America Corporation</u>	<u>Principal Occupation</u>
Brian T. Moynihan	Chairman of the Board, Chief Executive Officer, President and Director	Chairman of the Board, Chief Executive Officer, and President of Bank of America Corporation
Dean C. Athanasia	President, Retail and Preferred & Small Business Banking	President, Retail and Preferred & Small Business Banking of Bank of America Corporation
Catherine P. Bessant	Chief Operations and Technology Officer	Chief Operations and Technology Officer of Bank of America Corporation
Sheri Bronstein	Chief Human Resources Officer	Chief Human Resources Officer of Bank of America Corporation
Paul M. Donofrio	Chief Financial Officer	Chief Financial Officer of Bank of America Corporation
Geoffrey Greener	Chief Risk Officer	Chief Risk Officer of Bank of America Corporation
Kathleen A. Knox	President, Private Bank	President, Private Bank of Bank of America Corporation
David Leitch	Global General Counsel	Global General Counsel of Bank of America Corporation
Thomas K. Montag	Chief Operating Officer	Chief Operating Officer of Bank of America Corporation
Thong M. Nguyen	Vice Chairman	Vice Chairman of Bank of America Corporation
Andrew M. Sieg	President, Merrill Lynch Wealth Management	President, Merrill Lynch Wealth Management
Andrea B. Smith	Chief Administrative Officer	Chief Administrative Officer of Bank of America Corporation
Sharon L. Allen	Director	Former Chairman of Deloitte LLP
Susan S. Bies	Director	Former Member, Board of Governors of the Federal Reserve System
Jack O. Bovender, Jr.	Lead Independent Director	Former Chairman and Chief Executive Officer of HCA Inc.
Frank P. Bramble, Sr.	Director	Former Executive Vice Chairman, MBNA Corporation
Pierre de Weck <sup>1</sup>	Director	Former Chairman and Global Head of Private Wealth Management, Deutsche Bank AG
Arnold W. Donald	Director	President and Chief Executive Officer, Carnival Corporation & plc
Linda P. Hudson	Director	Executive Officer, The Cardea Group, LLC and Former President and Chief Executive Officer of BAE Systems, Inc.
Monica C. Lozano	Director	Chief Executive Officer, College Futures Foundation and Former Chairman, US Hispanic Media Inc.
Thomas J. May	Director	Chairman, Viacom Inc.; Former Chairman, President, and Chief Executive Officer of Eversource Energy
Lionel L. Nowell, III	Director	Former Senior Vice President and Treasurer, PepsiCo Inc.
Denise L. Ramos	Director	Former Chief Executive Officer and President of ITT
Clayton S. Rose	Director	President of Bowdoin College
Michael D. White	Director	Former Chairman, President and Chief Executive Officer of DIRECTV
Thomas D. Woods <sup>2</sup>	Director	Former Vice Chairman and Senior Vice President of Canadian Imperial Bank of Commerce
R. David Yost	Director	Former Chief Executive Officer of AmerisourceBergen Corp.
Maria T. Zuber	Director	Vice President for Research and E.A., Griswold Professor of Geophysics, MIT

<sup>1</sup> Mr. de Weck is a citizen of Switzerland.

<sup>2</sup> Mr. Woods is a citizen of Canada.

The following sets forth the name and present principal occupation of each executive officer and director of Banc of America Preferred Funding Corporation. The business address of each of the executive officers and directors of Banc of America Preferred Funding Corporation is 214 North Tryon Street, Charlotte, North Carolina 28255.

Name	Position with Banc of America Preferred Funding Corporation	Principal Occupation
John J. Lawlor	Director and President	Managing Director, Municipal Markets and Public Sector Banking Executive of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bank of America, National Association
Edward H. Curland	Director and Managing Director	Managing Director, Municipal Markets Executive for Trading of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bank of America, National Association
Michael I. Jentis	Managing Director	Managing Director, Head of Sales – Public Finance of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bank of America, National Association
Mona Payton	Managing Director	Managing Director, Municipal Markets Executive for Short-Term Trading of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bank of America, National Association
Edward J. Sisk	Director and Managing Director	Managing Director, Public Finance Executive of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bank of America, National Association
John B. Sprung	Director	Corporate Director
David A. Stephens	Director and Managing Director	Managing Director, Executive for Public Finance and Public Sector Credit Products of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bank of America, National Association





## SCHEDULE II

### LITIGATION SCHEDULE

#### New York Attorney General Investor Protection Bureau Masking Settlement 3/22/2018

On March 22, 2018, the Attorney General of the State of New York Investor Protection Bureau ("NYAG") alleged that Bank of America Corporation ("BAC") and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S") (1) concealed from its institutional clients that orders were routed to and executed by "electronic liquidity providers," (2) misstated the composition of orders and trades in its dark pool, and (3) did not accurately describe its use of a proprietary "venue ranking" analysis, in violation of the Martin Act and Executive Law § 63(12). In connection with the agreement, BAC and MLPF&S agreed (1) not to engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to the Martin Act and Executive Law § 63(12); (2) to pay a penalty in the amount of \$42,000,000; and (3) provide the NYAG a summary of the review of its electronic trading policies and procedures.

#### BANA Servicemembers Civil Relief Act Settlement 5/29/2015

On May 29, 2015, the Office of the Comptroller of the Currency of the United States of America ("OCC") issued an Order to Cease and Desist and Order of Assessment of a Civil Money Penalty (together, the "Orders") against Bank of America, N.A. ("BANA") relating to the Servicemembers Civil Relief Act ("SCRA") and BANA's sworn document and collections litigation practices. In the Orders, the OCC identified (i) unsafe or unsound practices in connection with BANA's efforts to comply with the SCRA, (ii) SCRA violations, and (iii) unsafe or unsound practices in connection with BANA's sworn document and collections litigation practices. Regarding the SCRA, the Orders stated BANA failed to have effective policies and procedures to ensure compliance with SCRA; failed to devote sufficient financial, staffing, and managerial resources to ensure proper administration of its SCRA compliance processes; failed to devote to its SCRA compliance processes adequate internal controls, compliance risk management, internal audit, third party management, and training; and engaged in violations of the SCRA. Regarding the sworn document and collections litigation process, the Orders stated that BANA filed or caused to be filed in courts affidavits executed by its employees or employees of third party service providers making assertions that, in many cases, were not based on personal knowledge or review of relevant books and records; filed or caused to be filed in court affidavits when BANA did not follow proper notary procedures; failed to devote sufficient financial, staffing, and managerial resources to ensure proper administration of its sworn document and collections litigation processes; and failed to sufficiently oversee outside counsel and other third-party providers handling sworn document and collections litigation services. In the Orders, BANA agreed to pay a civil money penalty in the total amount of \$30 million, has begun corrective action, and is committed to taking all necessary and appropriate steps to remedy the deficiencies, unsafe or unsound practices, and violations of law identified by the OCC, and to enhance its SCRA compliance practices and sworn document and collections litigation practices. Specifically, BANA agreed to: (a) appoint and maintain a compliance committee to monitor and oversee BANA's compliance with the Orders and to approve measures to ensure compliance; (b) submit an acceptable plan containing a complete description of the actions to achieve compliance with the Orders; (c) submit a written plan to effectively implement an enterprise-wide compliance risk management program regarding compliance with all applicable laws, regulations, and regulatory guidance; (d) conduct a written, comprehensive assessment of its risk in SCRA compliance operations, including but not limited to, operational, compliance, legal, and reputational risks; (e) submit acceptable written plans to ensure its compliance with the SCRA and with regard to collections litigation; (f) submit plans to conduct a SCRA review and a collections litigation review of accounts, SCRA and collections litigation remediation, and SCRA internal audit; (g) submit policies and procedures for SCRA third party management and improvements to its management information systems for SCRA compliance activities, and to provide certain reports to the compliance committee; (h) submit written plans, programs, policies, and procedures required by the Orders; and (i) submit a written progress report dealing the form and manner of all actions taken to secure compliance with the provision of the Orders and the results thereof. In settlement of this matter, BANA consented and agreed to the issuance of the Orders, which the OCC has determined to accept and has issued. BANA neither admits nor denies the findings in the Orders.

#### BAC Foreign Exchange Settlement 5/20/2015

On May 20, 2015, the Board of Governors of the Federal Reserve System ("FRB") issued an Order to Cease and Desist and Order of Assessment of a Civil Money Penalty against BAC relating to its foreign exchange ("FX") activities ("Order") from 2008 through 2013. The Order states that (a) BAC lacked adequate firm-wide governance, risk management, compliance and audit policies and procedures to ensure that certain of the firm's FX activities complied with safe and sound banking practices, applicable U.S. laws and regulations, including policies and procedures to prevent potential violations of the U.S. commodities, antitrust and criminal fraud laws, and applicable internal policies; (b) BAC's deficient policies and procedures prevented BAC from detecting and addressing periodic conduct by BANA's traders relating to certain communications by these traders; and (c) as a result of deficient policies and procedures described above, BAC engaged in unsafe and unsound banking practices. In the Order, BAC agreed to pay a civil money penalty in the total amount of \$205 million and continue to implement additional improvements in its internal controls, compliance, risk management, and audit programs for the FX activities in order to comply with BAC policies, safe and sound banking practices, and applicable U.S. laws/regulation. Specifically, BAC agreed: (a) BAC shall submit a written plan to improve senior management's oversight of BAC's compliance with applicable U.S. laws/regulations and internal policies in connection with certain wholesale trading and sales activities; (b) BAC shall submit an enhanced written internal controls and compliance program to comply with applicable U.S. laws/regulations with respect to certain wholesale trading and sales activities; (c) BAC shall submit a written plan to improve its compliance risk management program with regard to compliance with applicable U.S. laws/regulations with respect to certain wholesale trading and sales activities; (d) BAC management shall annually conduct a review of compliance policies and procedures applicable to certain wholesale trading and sales activities and their implementation and an appropriate risk-focused sampling of other key controls for certain wholesale trading and sales activities; (e) BAC shall submit an enhanced written internal audit program with respect to compliance with U.S. laws/regulations in certain wholesale trading and sales activities; and (f) BAC shall not in the future directly or indirectly retain any individual as an officer, employee, agent, consultant, or contractor of BAC or of any subsidiary who, based on the investigative record compiled by U.S. authorities, participated in the misconduct underlying the Order, has been subject to formal disciplinary action as a result of BAC's internal disciplinary review or performance review in connection with the conduct, and has either separated from BAC or any subsidiary thereof or had his/her employment terminated in connection with the conduct. In settlement of this matter, BAC consented and agreed to the issuance of the Order, which the FRB has determined to accept and has issued.

**NOTE:** In addition, Bank of America Corporation and certain of its affiliates, including MLPF&S and BANA, have been involved in a number of civil proceedings and regulatory actions which concern matters arising in connection with the conduct of its business. Certain of such proceedings have resulted in findings of violations of federal or state securities laws. Such proceedings are reported and summarized in the MLPF&S Form BD as filed with the SEC, which descriptions are hereby incorporated by reference.

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JOINT FILING AGREEMENT

Pursuant to and in accordance with the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and the rules and regulations thereunder, each party hereto hereby agrees to the joint filing, on behalf of each of them, of any filing required by such party under Section 13 or Section 16 of the Exchange Act or any rule or regulation thereunder (including any amendment, restatement, supplement, and/or exhibit thereto) with the Securities and Exchange Commission (and, if such security is registered on a national securities exchange, also with the exchange), and further agrees to the filing, furnishing, and/or incorporation by reference of this agreement as an exhibit thereto. This agreement shall remain in full force and effect until revoked by any party hereto in a signed writing provided to each other party hereto, and then only with respect to such revoking party.

IN WITNESS WHEREOF, each party hereto, being duly authorized, has caused this agreement to be executed and effective as of the date set forth below.

Date: February 14, 2020

BANK OF AMERICA CORPORATION

By: /s/ Ally Pecarro  
Name: Ally Pecarro  
Title: Attorney-in-fact

BANC OF AMERICA PREFERRED FUNDING CORPORATION

By: /s/ Michael Jentis  
Name: Michael Jentis  
Title: Authorized Signatory

**BANK OF AMERICA CORPORATION****LIMITED POWER OF ATTORNEY**

**BANK OF AMERICA CORPORATION**, a Delaware corporation (the "Corporation"), does hereby make, constitute, and appoint each of Kim Louise Oakley Heslop, Kelvin Kwok, Ronnie Ojera, Ally Pecarro, and Tolu Tade as an attorney-in-fact for the Corporation acting for the Corporation and in the Corporation's name, place and stead, for the Corporation's use and benefit, to bind the Corporation by their execution of those agreements, forms and documents related specifically to Section 13 and Section 16 of the Securities Exchange Act of 1934, and other large shareholder and short position regulatory reporting requirements in other jurisdictions.

Any documents executed by an attorney-in-fact in accordance with this Limited Power of Attorney shall fully bind and commit the Corporation and all other parties to such documents may rely upon the execution thereof by the attorney-in fact as if executed by the Corporation and as the true and lawful act of the Corporation.

This Limited Power of Attorney shall automatically terminate as to the authority of Kim Louise Oakley Heslop, Kelvin Kwok, Ronnie Ojera, Ally Pecarro, and Tolu Tade upon the earlier of the attorney-in-fact's resignation or termination from or transfer out of the Compliance Department; however; any such resignation, termination or transfer shall have no impact on any documents or instruments executed by any attorney-in-fact named above for the Corporation prior to such resignation, termination or transfer.

This Limited Power of Attorney shall revoke the Limited Power of Attorney executed by the Corporation on January 12, 2016; however such revocation shall have no impact on any actions taken pursuant to that Power of Attorney.

**IN WITNESS WHEREOF**, this Power of Attorney has been executed and delivered by the Corporation to each Attorney-in-Fact on this 29<sup>th</sup> day of November, 2018.

**BANK OF AMERICA CORPORATION**

By: /s/ Allison L. Gilliam  
Name: Allison L. Gilliam  
Title: Senior Vice President and Assistant Secretary

(Corporate Seal)

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**OMNIBUS AMENDMENT**  
**TO**  
**VOTING TRUST AGREEMENTS**

This amendment (the "**Amendment**"), dated as of February 12, 2020, to each Voting Trust Agreement, referenced on Schedule B hereto, dated as the date set forth on Schedule B hereto, by and among Lord Securities Corporation, as trustee (the "**Trustee**" or any successor thereto), Banc of America Preferred Funding Corporation, a Delaware corporation, including its successors and assigns by operation of law ("**PFC**" or the "**Purchaser**") and Institutional Shareholder Services Inc. (the "**Voting Consultant**" or any successor thereto) relating to certain voting and consent matters concerning Variable Rate Demand Preferred Shares ("**VRDP Shares**") of each of the funds listed on Schedule A hereto (each, a "**Fund**") (each, an "**Agreement**") is entered into among the Trustee, the Purchaser and the Voting Consultant. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in each Agreement or in the Statement of Preferences, Certificate of Designation or Articles Supplementary, as applicable to such Fund (including by incorporation by reference).

**WHEREAS**, the Purchaser is the legal and Beneficial Owner of shares of VRDP Shares of each Fund pursuant to the terms of the fee agreement by and between Bank of America, N.A. and each Fund and related to the VRDP shares issued by each such Fund, as such agreement may have been amended from time to time.

**WHEREAS**, the parties hereto are parties to each Agreement; and

**WHEREAS**, the parties hereto desire to amend the terms of each Agreement as provided for herein.

**ACCORDINGLY**, each Agreement is hereby amended as follows:

**1. Amendment to each Agreement**

The definition of "Voting Matters" in Section 1 of each Agreement is hereby amended by:

- (i) deleting the word "and" at the end of Section 1(c) thereof,
- (ii) inserting the word "and" at the end of Section 1(d) thereof, and
- (iii) inserting the following Section 1(e) after Section 1(d):

"(e) any matters described in 12 C.F.R. Section 225.2(q)(1)."

**2. Modification**

The parties hereto hereby agree that, except as specifically amended herein, each Agreement is and shall continue to be in full force and effect and is hereby ratified and confirmed in all respects. All references in each Agreement and other documents related thereto shall be references to the Agreement as amended by this Amendment. Except as specifically provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any party hereto under each Agreement, or constitute a waiver of any provision of any other agreement.

**3. Benefit and Burden**

This Amendment shall inure to the benefit of, and shall be binding upon, the parties hereto and their legatees, distributees, estates, executors or administrators, personal and legal representatives, successors and assigns.

**4. Severability**

The invalidity of any particular provision of this Amendment shall not affect the validity of the remainder hereof, and this Amendment shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**5. Headings**

The section headings herein are for convenience of reference only, and shall not affect the construction, or limit or otherwise affect the meaning hereof.

**6. Applicable Law**

This Amendment shall be construed and enforced in accordance with the law of the State of New York.

THE PARTIES HERETO HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF FEDERAL AND NEW YORK STATE COURTS OF COMPETENT JURISDICTION LOCATED IN NEW YORK COUNTY, NEW YORK IN CONNECTION WITH ANY DISPUTE RELATED TO THIS AMENDMENT OR ANY MATTERS CONTEMPLATED HEREBY.

**7. Waiver**

THE PURCHASER, THE TRUSTEE AND THE VOTING CONSULTANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST THE OTHER(S) ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AMENDMENT.

**8. Counterparts**

This Amendment may be executed by the parties hereto in any number of separate counterparts, each of which shall be deemed to be an original, and all of which taken together shall be deemed to constitute one and the same instrument.

[The rest of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

BANC OF AMERICA PREFERRED FUNDING CORPORATION, as Purchaser

By: /s/ Michael Jentis  
Name: Michael Jentis  
Title: Authorized Signatory

LORD SECURITIES CORPORATION, as Trustee

By: /s/ Edward O'Connell  
Name: Edward O'Connell  
Title: Senior Vice President

INSTITUTIONAL SHAREHOLDER SERVICES INC., as Voting Consultant

By: /s/ Lorraine G. Kelly  
Name: Lorraine G. Kelly  
Title: M.D. Head of Governance Solutions

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The parties list below hereby consent to the Amendment to the Agreement:

**BlackRock MuniHoldings Investment Quality Fund [Fund Symbol: MFL]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio  
Title: Vice President

**BlackRock MuniHoldings New Jersey Quality Fund, Inc. [Fund Symbol: MUJ]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio  
Title: Vice President

**BlackRock Long-Term Municipal Advantage Trust [Fund Symbol: BTA]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio  
Title: Vice President

**BlackRock New York Municipal Income Trust II [Fund Symbol: BFY]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio  
Title: Vice President

**BlackRock Municipal Income Investment Trust [Fund Symbol: BBF]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio  
Title: Vice President

**BlackRock New York Municipal Bond Trust [Fund Symbol: BQH]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio  
Title: Vice President

**BlackRock MuniHoldings New York Quality Fund, Inc. [Fund Symbol: MHN]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio  
Title: Vice President

**BlackRock MuniYield Fund, Inc. [Fund Symbol: MYD]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio  
Title: Vice President

**BlackRock MuniYield Quality Fund, Inc. [Fund Symbol: MQY]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio  
Title: Vice President

**BlackRock New York Municipal Income Quality Trust [Fund Symbol: BSE]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio  
Title: Vice President

**BlackRock Muni New York Intermediate Duration Fund, Inc. [Fund Symbol: MNE]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio  
Title: Vice President

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Schedule A

Fund Name (Ticker)

1. BlackRock MuniHoldings Investment Quality Fund (MFL)
  2. BlackRock MuniHoldings New York Quality Fund, Inc. (MHN)
  3. BlackRock MuniHoldings New Jersey Quality Fund, Inc. (MUJ)
  4. BlackRock MuniYield Fund, Inc. (MYD)
  5. BlackRock Long-Term Municipal Advantage Trust (BTA)
  6. BlackRock MuniYield Quality Fund, Inc. (MQY)
  7. BlackRock New York Municipal Income Trust II (BFY)
  8. BlackRock New York Municipal Income Quality Trust (BSE)
  9. BlackRock Municipal Income Investment Trust (BBF)
  10. BlackRock Muni New York Intermediate Duration Fund, Inc. (MNE)
  11. BlackRock New York Municipal Bond Trust (BQH)
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Schedule B

1. The voting trust agreement, dated as of April 17, 2014, by and among Lord Securities Corporation, Banc of America Preferred Funding Corporation and Institutional Shareholder Services Inc. relating to certain voting and consent matters concerning VRDP Shares of BlackRock MuniHoldings Investment Quality Fund (MFL).
2. The voting trust agreement, dated as of April 17, 2014, by and among Lord Securities Corporation, Banc of America Preferred Funding Corporation and Institutional Shareholder Services Inc. relating to certain voting and consent matters concerning VRDP Shares of BlackRock MuniHoldings New York Quality Fund, Inc. (MHN).
3. The voting trust agreement, dated as of April 17, 2014, by and among Lord Securities Corporation, Banc of America Preferred Funding Corporation and Institutional Shareholder Services Inc. relating to certain voting and consent matters concerning VRDP Shares of BlackRock MuniHoldings New Jersey Quality Fund, Inc. (MUJ).
4. The voting trust agreement, dated as of April 17, 2014, by and among Lord Securities Corporation, Banc of America Preferred Funding Corporation and Institutional Shareholder Services Inc. relating to certain voting and consent matters concerning VRDP Shares of BlackRock MuniYield Fund, Inc. (MYD).
5. The voting trust agreement, dated as of October 29, 2015, by and among Lord Securities Corporation, Banc of America Preferred Funding Corporation and Institutional Shareholder Services Inc. relating to certain voting and consent matters concerning VRDP Shares of BlackRock Long-Term Municipal Advantage Trust (BTA).
6. The voting trust agreement, dated as of March 15, 2019, by and among Lord Securities Corporation, Banc of America Preferred Funding Corporation and Institutional Shareholder Services Inc. relating to certain voting and consent matters concerning VRDP Shares of BlackRock MuniYield Quality Fund, Inc. (MQY).
7. The voting trust agreement, dated as of March 15, 2019, by and among Lord Securities Corporation, Banc of America Preferred Funding Corporation and Institutional Shareholder Services Inc. relating to certain voting and consent matters concerning VRDP Shares of BlackRock New York Municipal Income Trust II (BFY).
8. The voting trust agreement, dated as of March 15, 2019, by and among Lord Securities Corporation, Banc of America Preferred Funding Corporation and Institutional Shareholder Services Inc. relating to certain voting and consent matters concerning VRDP Shares of BlackRock New York Municipal Income Quality Trust (BSE).
9. The voting trust agreement, dated as of March 15, 2019, by and among Lord Securities Corporation, Banc of America Preferred Funding Corporation and Institutional Shareholder Services Inc. relating to certain voting and consent matters concerning VRDP Shares of BlackRock Municipal Income Investment Trust (BBF).
10. The voting trust agreement, dated as of March 15, 2019, by and among Lord Securities Corporation, Banc of America Preferred Funding Corporation and Institutional Shareholder Services Inc. relating to certain voting and consent matters concerning VRDP Shares of BlackRock Muni New York Intermediate Duration Fund, Inc. (MNE).
11. The voting trust agreement, dated as of March 15, 2019, by and among Lord Securities Corporation, Banc of America Preferred Funding Corporation and Institutional Shareholder Services Inc. relating to certain voting and consent matters concerning VRDP Shares of BlackRock New York Municipal Bond Trust (BQH).

**AMENDMENT TO THE  
VRDP SHARES FEE AGREEMENT**

**AMENDMENT TO THE VRDP SHARES FEE AGREEMENT** dated as of February 12, 2020 (this “**Amendment**”)

**BETWEEN:**

(1) **BLACKROCK MUNIHOLDINGS NEW JERSEY QUALITY FUND, INC.**, a closed-end investment company organized as a Maryland corporation, as issuer (the “**Fund**”); and

(2) **BANK OF AMERICA, N.A.**, a national banking association, including its successors and assigns, as liquidity provider (the “**Liquidity Provider**”).

**WHEREAS:**

The Fund issued its Series W-7 Variable Rate Demand Preferred Shares (the “**VRDP Shares**”) pursuant to the Articles Supplementary Establishing and Fixing the Rights and Preferences of Variable Rate Demand Preferred Shares, dated as of June 28, 2011, as amended from time to time;

The Fund entered into the VRDP Shares Fee Agreement with the Liquidity Provider, dated as of June 30, 2011 (the “**VRDP Shares Fee Agreement**”), relating to the VRDP Shares;

The Fund and the Liquidity Provider wish to modify certain provisions of the VRDP Shares Fee Agreement in respect of the rights and obligations of the Fund and the Liquidity Provider under the VRDP Shares Fee Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the respective agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I  
DEFINITIONS**

Any capitalized terms used in this Amendment but not defined herein shall have the meanings given to such capitalized terms in the VRDP Shares Fee Agreement.

**ARTICLE II  
MODIFICATION TO THE VRDP SHARES FEE AGREEMENT**

**SECTION 2.01. Confidentiality.**

The second paragraph of Section 8.15 of the VRDP Shares Fee Agreement is hereby deleted in its entirety and replaced with the following:

Each party agrees to hold all Confidential Information in confidence, that it will not disclose any Confidential Information to any Person, other than (i) directors, trustees, officers, employees, agents or representatives (including those of a legal nature) (collectively, the “**Representatives**”) or (ii) any affiliates of such party (including the Representatives of any such affiliates), who have a need to know such information in connection with the transactions contemplated by this Agreement or any other Related Document (the “**Transactions**”), and that it will not use any such Confidential Information for purposes other than in connection with the Transactions. Notwithstanding the restrictions listed in the preceding sentence, copies of the Related Documents, Remarketing Memorandum or Remarketing Materials may be distributed to prospective investors in tender option bond trusts (or similar investment vehicles) into which the VRDP Shares have or may be deposited for the purpose of such investor’s evaluation of an investment in such tender option bond trust (or similar investment vehicle). For the avoidance of doubt, any Ratings Agency rating the VRDP Shares at the request of the Fund shall not be deemed to be a Representative for purposes of this Section 8.15 and will not be subject to the obligations of this Section 8.15. Each party agrees to inform its Representatives and affiliates, and cause its affiliates to inform the Representatives of such affiliates, of the confidential and valuable nature of the Confidential Information and of its obligations under this Section 8.15. Each party shall be responsible and liable for any breach of this Section 8.15 by its Representatives, affiliates and Representatives of its affiliates. Each party agrees to use reasonable care and implement reasonable controls, but in all events at least the same degree of care and controls that it uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorized use, disclosure or availability of Confidential Information.

The third paragraph of Section 8.15 of the VRDP Shares Fee Agreement is hereby deleted in its entirety and replaced with the following:

It is understood and agreed that no information shall be within the protection of this Section 8.15 where such information: (a) is or becomes publicly available through no fault of either party, its Representatives, its affiliates or the Representatives of such affiliates, (b) is authorized to be released by the disclosing party, (c) is rightly obtained from a third party, who, to the receiving party’s knowledge, is not under obligation of confidentiality, (d) is required to be disclosed as a matter of law or legal process or (e) is made available to any regulatory body. Furthermore, the obligations of confidentiality set out in this Section 8.15 shall not extend to Confidential Information that is disclosed to Holders or Beneficial Owners or potential Holders or Beneficial Owners, in each case in their capacity as such, in the Remarketing Memorandum or the Remarketing Materials, in notices to Holders or Beneficial Owners pursuant to one or more of

the Related Documents or pursuant to the Fund's or the Liquidity Provider's informational obligations under Rule 144A(d)(4) or other reporting obligation of the Securities and Exchange Commission.

The following is added as the sixth paragraph of Section 8.15 of the VRDP Shares Fee Agreement:

The Liquidity Provider and its affiliates will not be precluded in any manner or in any way from providing, arranging or participating in any financing for, providing advisory or other services to third parties in, or acting as a principal in, transactions which may involve the Fund or any other party; provided that, the Liquidity Provider and its affiliates do not disclose any Confidential Information in connection therewith.

The following is added as the seventh paragraph of Section 8.15 of the VRDP Shares Fee Agreement:

Notwithstanding anything to the contrary contained in this Agreement or any other express or implied agreement to the contrary, each party (and its Representatives and affiliates) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of an investment in the VRDP Shares and all materials of any kind that are provided to the party relating to such tax treatment and tax structure (as such terms are defined in U.S. Treasury regulation section 1.6011-4).

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE FUND**

The representations and warranties set out in this Article III are given hereunder by the Fund to the Liquidity Provider on the date hereof.

#### **SECTION 3.01. Existence.**

The Fund is validly existing as a corporation under the laws of the State of Maryland, with full right and power to execute, deliver and perform its obligations under this Amendment.

#### **SECTION 3.02. Authorization; Contravention.**

The execution, delivery and performance by the Fund of this Amendment are within the Fund's powers, have been duly authorized by all necessary action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not violate or contravene, or constitute a default under, any provision of applicable law, charter, ordinance or regulation or of any agreement, judgment, injunction, order, decree or other instrument binding upon the Fund or result in the creation or imposition of any lien or encumbrance on any asset of the Fund, except for such violations or contraventions which would not have a material adverse effect on the Fund's ability to pay when due and otherwise perform its obligations under this Amendment; provided, however, that the foregoing exception shall not apply to any violation or contravention of the Fund's charter.

#### **SECTION 3.03. Binding Effect.**

This Amendment constitutes a valid and binding agreement of the Fund, enforceable in accordance with its terms except as (i) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and (ii) the availability of equitable remedies may be limited by equitable principles of general applicability, it being understood that the enforceability of indemnification provisions may be subject to limitations imposed under applicable securities laws.

#### **SECTION 3.04. Consents.**

All consents, licenses, approvals, validations and authorizations of, and registrations, validations or declarations by or with, any court or any governmental agency or bureau required to be obtained in connection with the execution, delivery, performance, validity or enforceability against the Fund of this Amendment have been obtained and are in full force and effect.

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE LIQUIDITY PROVIDER**

The representations and warranties set out in this Article IV are given hereunder by the Liquidity Provider to the Fund on the date hereof.

#### **SECTION 4.01. Existence.**

The Liquidity Provider is a national banking association duly organized and validly existing under the laws of the United States. The Liquidity Provider has all requisite power and authority to execute and deliver, and to perform its obligations under, this Amendment.

#### **SECTION 4.02. Authorization; Contravention.**

The execution, delivery and performance by the Liquidity Provider of this Amendment are within the Liquidity Provider's powers, have been duly authorized by all necessary action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not violate or contravene, or constitute a default under, any provision of applicable law, charter, ordinance or regulation or of any agreement, judgment, injunction, order, decree or other instrument binding upon the Liquidity Provider or result in the creation or imposition of any lien or encumbrance on any asset of the Liquidity Provider, except for such violations or contraventions which would not have a material adverse effect on the Liquidity Provider's ability to pay when due and otherwise perform its obligations under this

Amendment; provided, however, that the foregoing exception shall not apply to any violation or contravention of the Liquidity Provider's charter.

**SECTION 4.03. Binding Effect.**

This Amendment constitutes a valid and binding agreement of the Liquidity Provider, enforceable in accordance with its terms except as (i) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and (ii) the availability of equitable remedies may be limited by equitable principles of general applicability, it being understood that the enforceability of indemnification provisions may be subject to limitations imposed under applicable securities laws.

**SECTION 4.04. Consents.**

All consents, licenses, approvals, validations and authorizations of, and registrations, validations or declarations by or with, any court or any regulatory, supervisory or governmental agency or bureau required to be obtained in connection with the performance of the Liquidity Provider under, or the execution, delivery by, or the validity or enforceability against, the Liquidity Provider of, this Amendment have been obtained and are in full force and effect.

**ARTICLE V  
MISCELLANEOUS**

**SECTION 5.01. Successors and Assigns.**

The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party hereto may assign or otherwise transfer any of its rights under this Amendment, by operation of law or otherwise, without the prior written consent of the other party. Any assignment without such prior written consent shall be void.

**SECTION 5.02. Governing Law.**

This Amendment shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflict of laws principles that would require the application of the laws of another jurisdiction.

THE PARTIES HERETO HEREBY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE FEDERAL AND NEW YORK STATE COURTS LOCATED IN THE CITY OF NEW YORK IN CONNECTION WITH ANY DISPUTE RELATED TO THIS AMENDMENT OR ANY MATTERS CONTEMPLATED HEREBY.

**SECTION 5.03. Waiver of Jury Trial.**

The Fund and the Liquidity Provider hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Amendment.

**SECTION 5.04. Counterparts.**

This Amendment may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

**SECTION 5.05. Beneficiaries.**

This Amendment is not intended and shall not be construed to confer upon any Person other than the parties hereto and their successors and permitted assigns any rights or remedies hereunder.

*[Signature Page Follows]*

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**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

BLACKROCK MUNIHOLDINGS NEW JERSEY QUALITY FUND, INC., as Issuer

By: /s/ Jonathan Diorio  
Name: Jonathan Diorio  
Title: Vice President

BANK OF AMERICA, N.A., as Liquidity Provider

By: /s/ Michael Jentis  
Name: Michael Jentis  
Title: Authorized Signatory

**AMENDMENT TO THE  
VRDP SHARES REMARKETING AGREEMENT**

**AMENDMENT TO THE VRDP SHARES REMARKETING AGREEMENT** dated as of February 12, 2020 (this “Amendment”)

**BETWEEN:**

- (1) **BlackRock MuniHoldings New Jersey Quality Fund, Inc.**, a closed-end investment company organized as a Maryland corporation, as issuer (the “Fund”); and
- (2) **BofA Securities, Inc.** (formerly, Merrill Lynch, Pierce, Fenner & Smith Incorporated), a Delaware corporation, including its successors and assigns, as remarketing agent (the “**Remarketing Agent**”) and, to the extent provided herein, in its individual capacity.

**WHEREAS:**

The Fund issued its Series W-7 Variable Rate Demand Preferred Shares (the “**VRDP Shares**”) pursuant to the Articles Supplementary;

The Fund entered into the VRDP Shares Remarketing Agreement with the Remarketing Agent, dated as of June 30, 2011, as amended to date (the “**VRDP Shares Remarketing Agreement**”), relating to the VRDP Shares; and

The Fund and the Remarketing Agent wish to amend the confidentiality provision of the VRDP Shares Remarketing Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the respective agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I.  
DEFINITIONS**

Any capitalized terms used in this Amendment but not defined herein shall have the meanings given to such capitalized terms in the VRDP Shares Remarketing Agreement

**ARTICLE II.  
MODIFICATIONS TO THE VRDP SHARES REMARKETING AGREEMENT**

**SECTION 2.01** **Confidentiality.**

The second and third paragraphs of Section 26 of the VRDP Shares Remarketing Agreement are hereby deleted in their entirety and replaced with the following:

Each party agrees to hold all Confidential Information in confidence, that it will not disclose any Confidential Information to any Person, other than (i) directors, trustees, officers, employees, agents or representatives (including those of a legal nature) (collectively, the “**Representatives**”) or (ii) any affiliates of such party (including the Representatives of any such affiliates), who have a need to know such information in connection with the transactions contemplated by this Agreement or any other Related Document (the “**Transactions**”), and that it will not use any such Confidential Information for purposes other than in connection with the Transactions. Notwithstanding the restrictions listed in the preceding sentence, copies of the Related Documents, Remarketing Memorandum or Remarketing Materials may be distributed to prospective investors in tender option bond trusts (or similar investment vehicles) into which the VRDP Shares have or may be deposited for the purpose of such investor’s evaluation of an investment in such tender option bond trust (or similar investment vehicle). For the avoidance of doubt, any Rating Agency rating the VRDP Shares at the request of the Fund shall not be deemed to be a Representative for purposes of this Section 26 and will not be subject to the obligations of this Section 26. Each party agrees to inform its Representatives and affiliates, and cause its affiliates to inform the Representatives of such affiliates, of the confidential and valuable nature of the Confidential Information and of its obligations under this Section 26. Each party shall be responsible and liable for any breach of this Section 26 by its Representatives, affiliates and Representatives of its affiliates. Each party agrees to use reasonable care and implement reasonable controls, but in all events at least the same degree of care and controls that it uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorized use, disclosure or availability of Confidential Information.

It is understood and agreed that no information shall be within the protection of this Section 26 where such information: (a) is or becomes publicly available through no fault of either party, its Representatives, its affiliates or the Representatives of such affiliates, (b) is authorized to be released by the disclosing party, (c) is rightly obtained from a third party, who, to the receiving party’s knowledge, is not under obligation of confidentiality, (d) is required to be disclosed as a matter of law or legal process or (e) is made available to any regulatory body. Furthermore, the obligations of confidentiality set out in this Section 26 shall not extend to Confidential Information that is disclosed to Holders or Beneficial Owners or potential Holders or Beneficial Owners, in each case in their capacity as such, in the Remarketing Memorandum or the Remarketing Materials, in notices to Holders or Beneficial Owners pursuant to one or more of the Related Documents or pursuant to the Fund’s or the Liquidity Provider’s informational obligations under Rule 144A(d)(4) or other reporting obligation of the Securities and Exchange Commission.

The following are added as the sixth and seventh paragraphs of Section 26 of the VRDP Shares Remarketing Agreement:





**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

**BlackRock MuniHoldings New Jersey Quality Fund, Inc.**, as Issuer

By: /s/ Jonathan Diorio  
Name: Jonathan Diorio  
Title: Vice President

**BofA Securities, Inc.** (formerly, Merrill Lynch, Pierce, Fenner & Smith Incorporated),  
as Remarketing Agent

By: /s/ Thomas Visone  
Name: Thomas Visone  
Title: Authorized Signatory