

In the opinion of Sherman & Howard L.L.C., Bond Counsel, the interest on the Series 2016-V Bonds is included in gross income for federal income tax purposes. In addition, in the opinion of Bond Counsel, the Series 2016-V Bonds, their transfer and the income therefrom shall at all times be free from taxation by the State of Colorado under Colorado law in effect on the date of delivery of the Series 2016-V Bonds. See "TAX MATTERS."



\$43,951,112
COLORADO HOUSING AND FINANCE AUTHORITY
Federally Taxable
Federally Insured Multi-Family Housing Loan Program
Pass-Through Revenue Bonds, Series 2016-V

Dated: Date of Delivery

Due: As shown below

The Series 2016-V Bonds shown above are being issued by the Colorado Housing and Finance Authority as fully registered bonds pursuant to a Master Indenture of Trust dated as of June 1, 2013, as amended by the First Supplement to Master Indenture of Trust dated as of February 1, 2016, and a 2016-V Series Indenture dated as of December 1, 2016, each between the Authority and The Bank of New York Mellon Trust Company, N.A., as Trustee. The Series 2016-V Bonds will be issued in denominations of \$1.00 or any integral multiple thereof. Interest on the Series 2016-V Bonds will be payable at the fixed interest rate shown below on the first day of each calendar month, commencing on January 1, 2017, on any redemption date and at maturity. Principal of the Series 2016-V Bonds is payable in the amount and on the date shown below, subject to prior redemption.

The Series 2016-V Bonds, when issued, will be registered in the name of Cede & Co., as holder of the Series 2016-V Bonds and nominee of The Depository Trust Company, New York, New York. One fully registered bond equal to the principal amount of the Series 2016-V Bonds will be registered in the name of Cede & Co. Individual purchases of Series 2016-V Bonds will be made in book-entry form only, and beneficial owners of the Series 2016-V Bonds will not receive physical delivery of bond certificates representing their interest in the Series 2016-V Bonds, except as described herein. Payments of principal of and interest on the Series 2016-V Bonds will be made directly to DTC or its nominee, Cede & Co., by the Paying Agent, so long as DTC or Cede & Co. is the sole registered owner. Upon receipt of payments of principal and interest, DTC is to remit such payments to the DTC participants for subsequent disbursement to the beneficial owners of the Series 2016-V Bonds. Disbursement of such payments to DTC participants is the responsibility of DTC, and disbursement of such payments to the beneficial owners of the Series 2016-V Bonds is the responsibility of the DTC participants and the indirect participants, as more fully described herein.

Proceeds of the Series 2016-V Bonds, together with other available funds, are expected to be used to refund all or a portion of certain outstanding bonds of the Authority, to fund deposits to certain funds and accounts and to pay certain costs of issuance in accordance with the 2016-V Series Indenture. In connection with the refunding, certain outstanding mortgage loans insured by the Federal Housing Administration as "risk-share loans" under Section 542(c) of the Housing and Community Development Act of 1992, as amended, which were previously allocated to other bonds of the Authority will be transferred and pledged to the Series 2016-V Bonds, as further described herein.

MATURITY SCHEDULE

\$43,951,112 of 3.40% Federally Taxable Federally Insured Multi-Family Housing Loan Program Pass-Through Revenue Bonds,
 Series 2016-V due November 1, 2045, Price: 100% (CUSIP No.: 19647P BQ5†)

The Series 2016-V Bonds are subject to mandatory redemption and special optional redemption at par prior to maturity, under certain circumstances as described herein.

The Series 2016-V Bonds are special limited obligations of the Authority secured solely by accounts established by the 2016-V Series Indenture (including a debt service reserve fund) and loan repayments and prepayments received with respect to the 2016-V Loans as described herein. All such loan repayments and prepayments shall be used to make principal payments on the Series 2016-V Bonds as described herein. Although additional bonds have been and may be issued under the Master Indenture by issuance of a separate series indenture, any such additional bonds and any other obligations heretofore or hereafter issued under such other series indenture are or will be secured as provided in such other series indenture separate and apart from the Series 2016-V Bonds. **In no event shall the Series 2016-V Bonds constitute an obligation or liability of the State of Colorado or any political subdivision thereof other than the Authority. The Authority has no taxing power nor does it have the power to pledge the general credit or taxing power of the State of Colorado or any other political subdivision thereof (other than the general credit of the Authority, which general credit is not being pledged for the payment of the Series 2016-V Bonds or otherwise under the Master Indenture).**

This cover page contains only a brief description of the Authority, the Series 2016-V Bonds and the security therefor. It is not intended to be a summary of material information with respect to the Series 2016-V Bonds. Potential investors should read this entire Official Statement to obtain information necessary to make an informed investment decision and should pay particular attention to the discussion in "CERTAIN BONDOWNERS' RISKS."

The Series 2016-V Bonds are offered when, as and if issued and delivered to the Underwriters, subject to approval by Sherman & Howard L.L.C., Denver, Colorado, Bond Counsel, and certain other conditions. Certain legal matters will be passed on for the Authority by Charles K. Knight, Esq., its General Counsel, and by Hogan Lovells US LLP, Denver, Colorado, Disclosure Counsel to the Authority. The Underwriters are being represented in connection with their purchase of the Series 2016-V Bonds by their counsel, Eichner Norris & Neumann PLLC, Washington, D.C. CSG Advisors Incorporated is serving as municipal advisor to the Authority in connection with the issuance of the Series 2016-V Bonds. It is expected that the Series 2016-V Bonds will be delivered (through DTC) in New York, New York on or about December 14, 2016.

JEFFERIES

Barclays

George K. Baum & Company

Dated: December 2, 2016

RBC Capital Markets

Stifel

† The Authority and the Underwriters do not take responsibility for the accuracy of the CUSIP number, which is being provided solely for the convenience of the owners of the Series 2016-V Bonds.

No dealer, broker, salesman or other person has been authorized by the Colorado Housing and Finance Authority or by the Underwriters to give any information or to make any representations, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. The information in this Official Statement is subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder, under any circumstance, creates any implication that there has been no change in the affairs of the Authority or otherwise since the date hereof. 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 2016-V Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth in this Official Statement has been furnished by the Authority and obtained from other sources believed to be reliable. This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions, or that they will be realized. All information regarding the Authority and the Series 2016-V Bonds is contained in this Official Statement. While the Authority maintains an Internet website for various purposes, none of the information on this website is intended to assist investors in making any investment decision or to provide any continuing information (except in the case of the limited information provided in the section of the Authority's website entitled "For Investors") with respect to the Series 2016-V Bonds, the 2016-V Loans, or any other bonds or obligations of the Authority.

The Underwriters have reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities 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 the information.

THE PRICES AT WHICH THE SERIES 2016-V BONDS ARE OFFERED TO THE PUBLIC BY THE UNDERWRITERS (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICE APPEARING ON THE FRONT COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITERS MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICE TO DEALERS AND OTHERS. IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2016-V BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

The Series 2016-V Bonds have not been approved or disapproved by the Securities and Exchange Commission or any state securities commission nor has the Commission or any state securities commission passed upon the accuracy or adequacy of this Official Statement. Any representation to the contrary is a criminal offense.

TABLE OF CONTENTS

<u>Page</u>	<u>Page</u>
INTRODUCTION.....	1
COLORADO HOUSING AND FINANCE	
AUTHORITY	4
Background	4
Board of Directors and Staff Officers	5
Insurance Coverage	7
Authority Financial Statements	7
TERMS OF THE SERIES 2016-V BONDS	8
General Terms.....	8
Prior Redemption	9
PLAN OF FINANCE	10
Sources and Uses of Funds	10
The Refunding Plan	10
SECURITY AND SOURCES OF PAYMENT	11
Pledge of Trust Estate	11
Revenues	11
Debt Service Reserve Fund; Loan Payment	
Enhancement Facility	12
Additional Bonds	13
Characteristics of 2016-V Loans.....	13
Weighted Average Life of Series 2016-V	
Bonds.....	25
CERTAIN BONDOWNERS' RISKS.....	30
Limited Security.....	30
Rate of Principal Payments on the 2016-V	
Loans	30
Rate of Principal Payments Can Reduce the	
Yield.....	30
An Investment in the Series 2016-V Bonds is	
Subject to Significant Reinvestment and	
Extension Risk.....	30
Default will Increase the Rate of Prepayments	30
FHA has Authority to Override Lock-out and	
Prepayment Limitations.....	31
The Series 2016-V Bonds May not be a	
Suitable Investment	31
Conditions to Payment and Termination of	
Risk-Share Insurance.....	31
Affordable Multifamily Housing Loans.....	31
RATING	32
LEGALITY FOR INVESTMENT AND	
SECURITY FOR DEPOSITS.....	32
LITIGATION	32
TAX MATTERS	33
CERTAIN LEGAL MATTERS	33
MUNICIPAL ADVISOR	33
UNDERWRITING	33
FORWARD-LOOKING STATEMENTS	34
CERTAIN RELATIONSHIPS OF PARTIES	35
AVAILABILITY OF CONTINUING	
INFORMATION.....	35
Continuing Disclosure Undertaking.....	35
Other Information Available to Bondowners.....	35
NO IMPAIRMENT OF CONTRACT BY THE	
STATE.....	36
MISCELLANEOUS.....	36
APPENDICES:	
Appendix A – Certain Information	
Regarding 2016-V Loans as	
of November 30, 2016	A-1
Appendix B – Form of the Indenture	B-1
Appendix C – Form of Bond Counsel	
Opinion	C-1
Appendix D – Book-Entry System.....	D-1
Appendix E – FHA Risk-Share Program	E-1
Appendix F – Form of Continuing	
Disclosure Undertaking.....	F-1

(THIS PAGE INTENTIONALLY LEFT BLANK)

OFFICIAL STATEMENT

\$43,951,112
COLORADO HOUSING AND FINANCE AUTHORITY
Federally Taxable
Federally Insured Multi-Family Housing Loan Program
Pass-Through Revenue Bonds, Series 2016-V

INTRODUCTION

This Official Statement, which includes the front cover page and the Appendices hereto, provides certain information concerning the Colorado Housing and Finance Authority (the "**Authority**") and otherwise in connection with the offer and sale of the above-captioned Bonds (being referred to herein as the "**Series 2016-V Bonds**"). The Series 2016-V Bonds are being issued pursuant to the Master Indenture of Trust dated as of June 1, 2013, as amended by the First Supplement Master Indenture of Trust dated as of February 1, 2016 (the "**Master Indenture**"), and the 2016-V Series Indenture dated as of December 1, 2016 (the "**2016-V Series Indenture**," and together with the Master Indenture, the "**Indenture**"), each between the Authority and The Bank of New York Mellon Trust Company, N.A., Denver, Colorado, as Trustee (the "**Trustee**"). Capitalized terms used herein and not defined have the meanings specified in the Indenture. See **Appendix B** – "FORM OF THE INDENTURE."

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by the information contained in, the entire Official Statement, including the front cover page and the Appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of Series 2016-V Bonds to potential investors is made only by means of the entire Official Statement. This Official Statement does not constitute a contract between the Authority or the Underwriters, and any one or more owners of the Series 2016-V Bonds.

Colorado Housing and Finance Authority

The Authority is a body corporate and political subdivision of the State of Colorado (the "**State**") established by the Colorado General Assembly for the purposes, among others, of increasing the supply of decent, safe and sanitary housing for low and moderate income families and promoting economic growth and development in the State. In order to achieve its authorized purposes, the Authority currently operates numerous single-family housing, rental housing and business finance programs. See "COLORADO HOUSING AND FINANCE AUTHORITY." The Authority is governed by a Board of Directors and is authorized to issue its bonds, notes and other obligations in order to provide sufficient funds to achieve its purposes. *For financial information concerning the Authority, see the financial statements of the Authority available at www.chfainfo.com/investors.*

Authority for Issuance

The Series 2016-V Bonds are authorized to be issued pursuant to the Colorado Housing and Finance Authority Act, being Part 7 of Article 4 of Title 29 of the Colorado Revised Statutes, as amended (the "**Act**") and the Supplemental Public Securities Act, being Part 2 of Article 57 of Title 11 of the Colorado Revised Statutes. The Series 2016-V Bonds are being issued and secured under the Indenture.

Purposes of the Series 2016-V Bonds

Proceeds of the Series 2016-V Bonds, together with other available funds, will be used to defease all or a portion of six series of bonds of the Authority issued and outstanding under the Multi-Family/Project Master Indenture of Trust dated as of March 1, 2000, as amended (the "**Multi-Family/Project Master Indenture**"). Certain amounts and an investment held in the debt service reserve fund under the Multi-Family/Project Master Indenture will be transferred to satisfy the debt service reserve fund requirement for the Series 2016-V Bonds in accordance with the 2016-V Series Indenture. Available funds will also be used to pay the costs of issuance and Underwriters' compensation relating to the Series 2016-V Bonds. See "PLAN OF FINANCE."

Upon defeasance and the final payment of such bonds under the Multi-Family/Project Master Indenture as described in "PLAN OF FINANCE – The Refunding Plan," certain multifamily mortgage loans (as identified in **Appendix A** hereto, the "**2016-V Loans**") previously held under the Multi-Family/Project Master Indenture will be transferred and pledged as the 2016-V Loans under the 2016-V Series Indenture. See "The 2016-V Loans" under this caption and "SECURITY AND SOURCES OF PAYMENT."

Description of the Series 2016-V Bonds

Interest on the Series 2016-V Bonds is payable at the fixed interest rate shown on the front cover page hereof commencing on January 1, 2017 and thereafter on the first day of each calendar month, on any redemption date and at maturity and will be computed on the basis of a 360-day year of twelve 30-day months. The Series 2016-V Bonds will be issued in denominations of \$1.00 or any integral multiple thereof. Principal of the Series 2016-V Bonds is payable in the amount and on the date as shown on the front cover page hereof, subject to prior redemption. All principal of Prepayments and Loan Repayments related to the 2016-V Loans, including amounts paid pursuant to any Loan Payment Enhancement Facility, received by or on behalf of the Authority on or before the 20th day of any calendar month will be applied on the first day of the immediately succeeding calendar month to the mandatory redemption of the Series 2016-V Bonds as described under "TERMS OF THE SERIES 2016-V BONDS – Prior Redemption – Mandatory Redemption." The Series 2016-V Bonds are also subject to special optional redemption in whole or in part at par as described in "TERMS OF THE SERIES 2016-V BONDS – Special Optional Redemption." The Series 2016-V Bonds will be issued in fully registered form and registered initially in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("**DTC**"), which will serve as securities depository for the Series 2016-V Bonds, as described in **Appendix D** hereto.

For a more complete description of the Series 2016-V Bonds and the Indenture pursuant to which the Series 2016-V Bonds are being issued, see "TERMS OF THE SERIES 2016-V BONDS" and Appendix B – "FORM OF THE INDENTURE."

The 2016-V Loans

The 2016-V Loans consist of thirteen (13) multifamily mortgage loans, the principal and interest of which is fully insured by the U.S. Department of Housing and Urban Development ("**HUD**") under Section 542(c) of the Housing and Community Development Act of 1992, as amended (the "**FHA Risk-Share Program**"). See **Appendix E** hereto for a brief description of the FHA Risk-Share Program. As of November 30, 2016 (the "**Cut-off Date**"), the 2016-V Loans are expected to have an aggregate principal balance of approximately \$43,951,112.98. For further information about and characteristics of the 2016-V Loans as of the Cut-off Date, see "SECURITY AND SOURCES OF PAYMENT – Characteristics of 2016-V Loans" and **Appendix A** to this Official Statement. The Authority will agree to

provide certain information about the 2016-V Loans to Owners of the Series 2016-V Bonds, as described in "AVAILABILITY OF CONTINUING INFORMATION – Other Information Available to Bondowners."

The 2016-V Loans are currently outstanding and held in the trust estate under the Multi-Family/Project Master Indenture. Upon the refunding described in "PLAN OF FINANCE," the 2016-V Loans will be transferred and pledged under the Indenture to the Series 2016-V Bonds. Prepayments and Loan Repayments on the 2016-V Loans will be applied as further described in "TERMS OF THE SERIES 2016-V BONDS – Prior Redemption – Mandatory Redemption" and "SECURITY AND SOURCES OF PAYMENT – Revenues."

Security and Sources of Payment

The Series 2016-V Bonds are secured by and payable from all of the Authority's rights and interest in and to the revenues pledged to the payment of the Series 2016-V Bonds under the 2016-V Series Indenture, in particular, the Loan Repayments and Prepayments received with respect to the 2016-V Loans and certain funds held in the Acquisition Account and the Debt Service Reserve Fund (as further described herein, the "**Trust Estate**"). See "SECURITY AND SOURCES OF PAYMENT." The Debt Service Reserve Fund Requirement for the Series 2016-V Bonds will be satisfied as described in "PLAN OF FINANCE – Sources and Uses of Funds."

*The 2016-V Loans will be insured under the FHA Risk-Share Program described in **Appendix E** hereto, which provides for payment by HUD of 100% of the unpaid principal balance of the 2016-V Loans as of the date of default and interest on the 2016-V Loans from the date of default to the date of the initial claim payment ("**Risk-Share Insurance**"). To the extent permitted by law, including applicable HUD regulations, while the Series 2016-V Bonds are Outstanding, the Authority agrees to name the Trustee as payee with respect to any claims for Risk-Share Insurance proceeds relating to the 2016-V Loans or to otherwise provide that such proceeds are delivered to the Trustee for deposit under the Indenture.*

In no event shall the Series 2016-V Bonds constitute an obligation or liability of the State or any political subdivision thereof other than the Authority. The Authority has no taxing power nor does it have the power to pledge the general credit or the taxing power of the State or any political subdivision thereof (other than the general credit of the Authority, which general credit is not being pledged for payment of the Series 2016-V Bonds or otherwise under the Indenture).

THE 2016-V SERIES INDENTURE PROVIDES THAT ONLY LOAN REPAYMENTS AND PREPAYMENTS RECEIVED WITH RESPECT TO THE 2016-V LOANS MAY BE USED TO REDEEM THE SERIES 2016-V BONDS UNDER THE REDEMPTION PROVISIONS DESCRIBED IN "TERMS OF THE SERIES 2016-V BONDS – PRIOR REDEMPTION." LOAN REPAYMENTS OR PREPAYMENTS RECEIVED WITH RESPECT TO LOANS OTHER THAN THE 2016-V LOANS SHALL NOT BE USED UNDER ANY CIRCUMSTANCES TO MAKE SUCH REDEMPTION PAYMENTS. FURTHERMORE, LOAN REPAYMENTS AND PREPAYMENTS RECEIVED WITH RESPECT TO THE 2016-V LOANS SHALL NOT BE APPLIED TO REDEEM ANY SERIES OF BONDS OTHER THAN THE SERIES 2016-V BONDS.

Professionals Involved in the Offering

In connection with the issuance and sale of the Series 2016-V Bonds, Sherman & Howard L.L.C., as Bond Counsel to the Authority, will deliver an opinion in the form included as **Appendix C** hereto. Certain legal matters will be passed upon for the Authority by its General Counsel, Charles K. Knight,

Esq., and by its Disclosure Counsel, Hogan Lovells US LLP. The Underwriters are being represented in connection with their purchase of the Series 2016-V Bonds by their counsel, Eichner Norris & Neumann PLLC. See "LEGAL MATTERS." CSG Advisors Incorporated is serving as municipal advisor to the Authority in connection with the issuance of the Series 2016-V Bonds. See "MUNICIPAL ADVISOR."

Continuing Disclosure Information

The Authority shall agree for the benefit of the owners (including beneficial owners) of the Series 2016-V Bonds to provide to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("**EMMA**") certain audited financial statements and annual financial information as well as notice of certain events as described in **Appendix F**. The form of the Continuing Disclosure Undertaking to be executed and delivered by the Authority is attached hereto as **Appendix F**.

In the 2016-V Series Indenture, the Authority is also agreeing to provide certain information about the 2016-V Loans on a monthly basis by filing a report with EMMA. See "AVAILABILITY OF CONTINUING INFORMATION – Other Information Available to Bondowners."

Investment Considerations

The purchase and ownership of the Series 2016-V Bonds involve investment risks. Prospective purchasers of the Series 2016-V Bonds being offered by this Official Statement are urged to read this Official Statement in its entirety. For a discussion of certain such risks relating to the Series 2016-V Bonds, see "CERTAIN BONDOWNERS' RISKS."

COLORADO HOUSING AND FINANCE AUTHORITY

Background

In 1973, upon a finding that there existed in the State a shortage of decent, safe and sanitary housing available within the financial capabilities of low and moderate income families, the Colorado General Assembly established the Colorado Housing Finance Authority, since renamed the Colorado Housing and Finance Authority, as a body corporate and a political subdivision of the State for the purpose of increasing the supply of decent, safe and sanitary housing for such families. The Act authorizes the Authority, among other things, to make loans to individuals and sponsors to finance the construction, reconstruction, rehabilitation or purchase of housing facilities for low and moderate income families and to purchase mortgage loans from, and lend moneys to, qualified Mortgage Lenders under terms and conditions which provide for loans to finance housing facilities for low and moderate income families. The Act was amended in 1982 to authorize the Authority to finance project and working capital loans to commercial and industrial enterprises of small and moderate size. The Act was amended again in 1987 to create an economic development fund to enable the Authority to finance projects or provide capital for business purposes.

In order to achieve its authorized purposes, the Authority currently operates a Non-Qualified Single Family Mortgage Program and various rental and business finance programs and has in the past operated (and may in the future choose to operate again) a Qualified Single Family Mortgage Program. The Act authorizes the Authority to issue its bonds, notes and other obligations in order to provide sufficient funds to achieve its purposes as set forth in the Act. Bonds or notes issued with respect to such programs are and will be separately secured from other bonds of the Authority, including the Series 2016-V Bonds, as described in "SECURITY AND SOURCES OF PAYMENT."

Board of Directors and Staff Officers

The Board of Directors of the Authority consists of the Colorado State Auditor, a member of the Colorado General Assembly appointed jointly by the Speaker of the House and the Majority Leader in the Senate, an executive director of a principal department of State government appointed by the Governor of Colorado and eight public members appointed by the Governor with the consent of the Senate. Members of the Board of Directors continue to serve after the end of their respective terms until a successor has been duly appointed and confirmed. One vacancy exists on the Board due to the resignation of Max Tyler from his role on the Board as the appointed member of the Colorado General Assembly when he was appointed to the Board as a member of the public for the remainder of the Board term of Charles K. Knight, now General Counsel to the Authority. The present members of the Board of Directors of the Authority are as follows:

Present Board of Directors of the Authority

Name	Affiliation	End of Term
Jody Kole, Chair ⁽¹⁾	Executive Director, Grand Junction Housing Authority; Grand Junction, Colorado	July 1, 2017
Paul Washington, Chair, <u>pro tem</u> ⁽²⁾	Executive Director, City and County of Denver Office of Economic Development; Denver, Colorado	July 1, 2017
Steven Hutt, Secretary/Treasurer ⁽³⁾	Executive Director, Denver Employees Retirement Plan; Denver, Colorado	July 1, 2017
Julie Brewen	Executive Director; Fort Collins Housing Authority; Fort Collins, Colorado	July 1, 2019
James M. Hahn	Principal, JMH Consulting, LLC; Denver, Colorado	July 1, 2017
Irving Halter	Executive Director, Colorado Department of Local Affairs; Denver, Colorado	Standing
David J. Myler, Esq.	Partner, The Myler Law Firm, P.C.; Basalt, Colorado	July 1, 2017
Dianne Ray	Colorado State Auditor; Denver, Colorado	Standing
Cecilia Sanchez de Ortiz	Retired; Denver, Colorado	July 1, 2019
Max Tyler	State Representative; Lakewood, Colorado	July 1, 2019

⁽¹⁾ This Board member was elected as Chair of the Board effective March 29, 2016.

⁽²⁾ This Board member was elected as Chair, pro tem, of the Board effective March 29, 2016.

⁽³⁾ This Board member was appointed as Secretary/Treasurer of the Board effective March 29, 2016.

The principal staff officers of the Authority are as follows:

Cris A. White, **Executive Director**, was appointed as Executive Director in March 2010, after serving as Chief Operating Officer since February 2002. Mr. White joined the staff in 1988 and served in various capacities until January 1996. He rejoined the staff in September of 1996 as the Director of Asset Management, after serving in the interim as a business development executive with an international equipment and real estate mortgage lender. On February 1, 2001, Mr. White was appointed Deputy Executive Director for Asset Management and Business Support Services and served until his present

appointment. He also continued to serve as Director of Asset Management until December 10, 2001. Mr. White has a Bachelor's Degree in Business Administration from Regis College.

Jaime G. Gomez, **Chief Operating Officer**, joined the staff in August 1999. Prior to appointment to his current position in March 2010, Mr. Gomez served as the Director of Commercial Lending following a corporate reorganization in July 2003 which merged the Authority's Business Finance and Rental Finance Divisions, forming the Commercial Lending Division (now referred to as the Community Development Division). Prior to that position, Mr. Gomez served as the Director of Business Finance. Mr. Gomez is a graduate of the University of Colorado with a degree in Finance. Mr. Gomez has prior experience working in both the public and private sector, including five-and-a-half years as director of finance and business development for the Colorado Office of Economic Development. Mr. Gomez was also designated as a certified bank examiner by the Federal Reserve Board of Governors in February of 1991.

Charles K. Knight, a former member of the Board, joined the staff as **General Counsel** effective April 29, 2016, following a nationwide search. Prior to joining the Authority, Mr. Knight served as the founder of Venture Law Advisors, LLC ("**Venture**") a law firm representing emerging growth companies. Prior to forming Venture, Mr. Knight served as President and Chief Executive Officer of AmeriVest Properties Inc., a publicly held real estate investment trust based in Denver, and held senior executive and legal positions with other public and private companies. Mr. Knight received a Bachelor's Degree in experimental psychology from the University of California at Santa Barbara and Master of Business Administration and JD Degrees from the University of California at Los Angeles. The Authority maintains risk management, internal audit and compliance functions under the Director of Enterprise Risk who reports to the General Counsel.

Patricia Hippe, **Chief Financial Officer**, joined the staff in October 2011. Prior to joining the Authority, Ms. Hippe spent 16 years at the Minnesota Housing Finance Agency, the first five years as the Finance Director and later as the Deputy Commissioner and Chief Financial Officer. Prior to her work with the Minnesota Housing Finance Agency, Ms. Hippe was the assistant vice president and corporate trust officer for Wells Fargo Bank, formerly known as Norwest Bank, from 1994 to 1995. From 1984 to 1994, Ms. Hippe was the manager of secondary market programs for Higher Education Management and Resources (HEMAR) Management Corporation. In this capacity, she oversaw the daily finance, accounting and secondary market operations of HEMAR's seven affiliate companies which specialized in providing student loan secondary market programs. Ms. Hippe received her Bachelor's Degree in Business Administration from the University of Minnesota, and earned her Master of Business Administration Degree from the University of St. Thomas in St. Paul, Minnesota and has successfully completed exams for Certified Public Accountants (inactive status) and Certified Management Accountants.

Margaret Danuser was appointed as **Director of Finance** in July 2010. Prior to joining the Authority, Ms. Danuser served as the debt administrator for the City and County of Denver overseeing debt issuance for the City and Denver International Airport. Ms. Danuser also spent almost 20 years as a fixed income portfolio manager, analyst, and trader for the Dreyfus Founders Funds and other large institutional investment management firms. She graduated from the University of Colorado at Boulder with a Bachelor of Arts degree in International Affairs.

Steve Johnson was appointed as **Director of Community Development** in July 2010. Mr. Johnson began working for the Authority in 1996 as a Business Finance Loan Officer. In 1999, he was promoted to Manager of Business Lending Production. Most recently, Mr. Johnson has led the Authority's small business team's efforts to diversify and expand the products available to help small businesses access capital. Mr. Johnson is the vice chair of the Colorado Enterprise Fund, and a board

member of the Council of Development Finance Agencies (CDFA). He graduated from Hillsdale College in Michigan with a Bachelor of Arts degree in Marketing and Finance.

D. Brian Miller was appointed as **Director of Asset Management** in October 2006. Prior to his current position, Mr. Miller served as the Manager of Multifamily Loan Compliance Department, as well as various other positions within the Asset Management Division since joining the Authority in November 1998. Mr. Miller is a graduate of the University of Northern Colorado with a Bachelor's Degree in Finance.

Thomas Bryan, **Director of Accounting/Controller**, joined the staff as Controller in February 2014. Prior to joining the Authority, Mr. Bryan served as the Controller for the City of Centennial, Colorado and as the Accounting Manager for the Town of Parker, Colorado. Mr. Bryan has more than ten years of experience in governmental and not-for-profit accounting. He graduated with a Bachelor of Science degree in Business and Accounting from the University of Phoenix and earned his Master of Business Administration degree from DeVry University's Keller Graduate School of Management. Mr. Bryan is a Certified Public Accountant with an active license in the State of Colorado and has obtained the designation of Certified Public Funds Investment Manager through the Association of Public Treasurers of the United States and Canada.

Insurance Coverage

The Authority has general liability, errors and omission and employee dishonesty insurance coverage.

Authority Financial Statements

The audited 2015 financial statements of the Authority, available at www.chfainfo.com/investors, provide certain financial information about the Authority on a fund accounting basis, including a description of its General Fund. These financial statements have been cross-referenced solely for purposes of providing a general overview for potential purchasers of the financial status of the Authority given that the Authority services the 2016-V Loans. The Series 2016-V Bonds are special limited obligations of the Authority secured by and payable only from the Trust Estate and have been designated as a Stand-Alone Series under the Indenture. See "SECURITY AND SOURCES OF PAYMENT – Pledge of Trust Estate" herein. *The overall financial status of the Authority does not indicate and will not necessarily affect whether amounts will be available in the Trust Estate to pay principal and interest on Series 2016-V Bonds when due.*

TERMS OF THE SERIES 2016-V BONDS

General Terms

Principal Payment; Maturity

The principal and any redemption price of the Series 2016-V Bonds is payable to DTC as long as it is the registered owner of the Series 2016-V Bonds. Principal of the Series 2016-V Bonds is payable in the amounts and on the dates shown on the front cover page of this Official Statement, subject to prior redemption as described in "Prior Redemption" under this caption.

Interest Rate; Payment of Interest

Interest on the Series 2016-V Bonds is payable to DTC as long as it is the registered owner of the Series 2016-V Bonds. The Series 2016-V Bonds will bear interest at the fixed interest rate per annum shown on the front cover page of this Official Statement. Interest on the Series 2016-V Bonds will be payable on the first day of each calendar month, commencing January 1, 2017 (each, an "**Interest Payment Date**"), on any redemption date and at maturity, and will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest shall accrue initially from the dated date to, but excluding, January 1, 2017, and thereafter shall accrue from the first calendar day of each month to, but excluding, the first calendar day of the immediately succeeding month, until payment of the principal of or redemption price on the Series 2016-V Bonds.

Book-Entry System

The Series 2016-V Bonds will be issued as fully registered bonds without coupons. DTC will act as securities depository for the Series 2016-V Bonds. The ownership of one fully registered Bond in the aggregate principal amount of the Series 2016-V Bonds will be registered in the name of Cede & Co., as nominee for DTC. Information concerning the book-entry system provided by DTC is set forth in **Appendix D – "BOOK-ENTRY SYSTEM."** **So long as the Series 2016-V Bonds are registered in the DTC book-entry form described in Appendix D, each Beneficial Owner of a Series 2016-V Bond should make arrangements with a Participant in DTC to receive notices or communications with respect to matters concerning the Series 2016-V Bonds.**

Defeasance and Discharge

The Series 2016-V Bonds shall be subject to defeasance pursuant to the Indenture or economic defeasance, upon written direction by the Authority to the Trustee, only on and after the date on which the Outstanding principal amount of the Series 2016-V Bonds is less than 10% of the original principal amount thereof, to the earliest practicable redemption date (after giving effect to the notice requirements of the Indenture). See "TERMS OF THE SERIES 2016-V BONDS – Prior Redemption – Special Optional Redemption."

Authorized Denominations

Purchases of the Series 2016-V Bonds are to be made in denominations of \$1.00 or any integral multiple thereof.

Prior Redemption

Mandatory Redemption

Except as described below, the Series 2016-V Bonds are subject to mandatory redemption in whole or in part, on any Interest Payment Date, at a redemption price equal to 100% of the aggregate principal amount of the Series 2016-V Bonds to be redeemed, without premium, in an amount equal to all principal of Prepayments and Loan Repayments related to the 2016-V Loans received by or on behalf of the Authority on or before the 20th day of the calendar month immediately preceding such Interest Payment Date, including the principal of any Loan Repayments on the 2016-V Loans scheduled to be paid in December 2016 received prior to the date of delivery of the Series 2016-V Bonds and amounts paid pursuant to any applicable Loan Payment Enhancement Facility (as hereinafter defined). Such amount described in the previous sentence is to be transferred by the Trustee from the Series 2016-V subaccount of the Revenue Fund to the Series 2016-V subaccount of the Special Redemption Account pursuant to the 2016-V Series Indenture and applied to such mandatory redemption. To the extent that Series 2016-V Bonds have been redeemed from amounts received pursuant to any Loan Payment Enhancement Facility with respect to Loan Repayments related to any 2016-V Loan, amounts subsequently received from HUD pursuant to an insurance claim with respect to such 2016-V Loan shall be used to repay such Loan Payment Enhancement Facility rather than to redeem Series 2016-V Bonds pursuant to the provision described under this caption.

No notice of mandatory redemption will be given to any Bondowner or Beneficial Owner of the date or amount of the mandatory redemption of any Series 2016-V Bond.

If the Series 2016-V Bonds are to be redeemed as described under this caption, each of the Series 2016-V Bonds then Outstanding shall be redeemed in part, pro rata, in proportion to the Outstanding principal amount of each such Series 2016-V Bond to the aggregate Outstanding principal amount of all Outstanding Series 2016-V Bonds, notwithstanding any provisions of the Master Indenture to the contrary. To effect this pro rata redemption while the Series 2016-V Bonds are held in the DTC book-entry system, such mandatory redemption is to be made as a "Pro-Rata Pass-Through Distribution of Principal" by DTC. This redemption procedure, if effected by DTC, will cause a pro rata redemption of Series 2016-V Bonds among DTC Participants upon a redemption, but may not ensure a pro rata redemption of Series 2016-V Bonds among all Beneficial Owners thereof. See **Appendix D** – "BOOK-ENTRY SYSTEM" for a general description of the DTC book-entry system.

Special Optional Redemption

The Series 2016-V Bonds are subject to optional redemption in whole on any Interest Payment Date on and after the date on which the Outstanding principal amount of the Series 2016-V Bonds is less than 10% of the original principal amount of the Series 2016-V Bonds, at a redemption price equal to 100% of the principal amount thereof, without premium.

When any Series 2016-V Bonds are to be optionally redeemed, the Bond Registrar is to cause notice of such redemption to be mailed by first class mail, or transmitted in such other manner (such as by readily available electronic means) as may be customary for the industry as directed in writing by the Authority, not more than 60 days nor less than 20 days prior to the redemption date with respect to the Series 2016-V Bonds, to the registered owner of each Series 2016-V Bond to be redeemed at such Owner's address as it appears in the registration records of the Bond Registrar or at such other address as is furnished in writing by such Owner to the Bond Registrar and to EMMA. However, failure to give any such notice to any Owner, or any defect therein, shall not affect the validity of the redemption proceedings for any Series 2016-V Bond with respect to which no such failure or defect has occurred.

If DTC or its nominee is the registered owner of any Series 2016-V Bonds to be optionally redeemed, notice of redemption will only be given to DTC or its nominee as the registered owner of such Series 2016-V Bond. Any failure on the part of DTC or failure on the part of a nominee of a Beneficial Owner (having received notice from a DTC Participant or otherwise) to notify the Beneficial Owner of any Series 2016-V Bond to be redeemed shall not affect the validity of the redemption of such Series 2016-V Bond. See Appendix D – "BOOK-ENTRY SYSTEM."

PLAN OF FINANCE

Sources and Uses of Funds

The following are the estimated sources and uses of funds relating to the Series 2016-V Bonds.

	<u>Estimated Amounts</u>
SOURCES OF FUNDS:	
Proceeds of Series 2016-V Bonds.....	\$43,951,112
Amounts released under Multi-Family/Project Master Indenture ⁽¹⁾	<u>2,006,371</u>
TOTAL SOURCES OF FUNDS	<u>\$45,957,483</u>
USES OF FUNDS:	
For Refunding ⁽²⁾	\$43,945,000
Deposit to Series 2016-V subaccount of Revenue Fund	6,112
Deposit to Series 2016-V subaccount of Debt Service Reserve Fund ⁽³⁾	1,386,371
For Costs of Issuance and Underwriters' Compensation ⁽⁴⁾	<u>620,000</u>
TOTAL USES OF FUNDS.....	<u>\$45,957,483</u>

⁽¹⁾ In connection with the refunding described in "The Refunding Plan" under this caption, certain amounts and an investment held in the debt service reserve fund and loan recycling fund under the Multi-Family/Project Master Indenture will be available for transfer to the Authority, free and clear of the lien of such Multi-Family/Project Master Indenture.

⁽²⁾ See "The Refunding Plan" under this caption.

⁽³⁾ An investment as well as certain amounts that total this amount transferred from the Multi-Family/Project Master Indenture will be applied by the Authority for this purpose. This investment and the additional funds transferred will satisfy the Debt Service Reserve Fund Requirement at the time of delivery of the Series 2016-V Bonds, which Debt Service Reserve Fund Requirement may be reduced, and certain of such amount may be released from the Debt Service Reserve Fund without consent of the holders of the Series 2016-V Bonds, including at any time upon delivery of a Loan Repayment Enhancement Facility so long as the conditions of the Master Indenture are met as described in "SECURITY AND SOURCES OF PAYMENT – Debt Service Reserve Fund; Loan Payment Enhancement Facility."

⁽⁴⁾ Amounts released from the Multi-Family/Project Master Indenture will be applied by the Authority for this purpose. Includes legal costs and expenses, fees of Municipal Advisor and rating agencies and other expenses associated with issuance of the Series 2016-V Bonds. For information concerning the Underwriters' compensation, see "UNDERWRITING."

The Refunding Plan

Proceeds of the Series 2016-V Bonds, together with other available funds, are expected to be used on the date of delivery of the Series 2016-V Bonds to defease all or a portion of the following bonds issued and outstanding under the Multi-Family/Project Master Indenture by the deposit of such proceeds with Wells Fargo Bank, National Association, as escrow agent (the "**Escrow Agent**") under an Escrow

Agreement dated such date of delivery (the "**Escrow Agreement**"): \$4,975,000 aggregate principal amount of the Authority's Adjustable 2002 Series C-2 Class I Bonds; \$7,455,000 aggregate principal amount of the Authority's Adjustable 2002 Series C-4 Class I Bonds; \$22,480,000 aggregate principal amount of the Authority's Taxable Adjustable 2004 Series A-1 Class I Bonds; \$4,200,000 aggregate principal amount of the Authority's Adjustable 2005 Series A-1 Class I Bonds; \$1,610,000 aggregate principal amount of the Authority's Adjustable 2005 Series A-3 Class II Bonds; and \$3,225,000 aggregate principal amount of the Authority's Adjustable 2005 Series B-1 Class I Bonds (collectively, the "**Multi-Family/Project Bonds to be Refunded**"). Upon defeasance of the Multi-Family/Project Bonds to be Refunded, the outstanding mortgage loans insured by HUD under the FHA Risk-Share Program previously allocated under the Multi-Family/Project Master Indenture to the Multi-Family/Project Bonds to be Refunded will be transferred and pledged under the Indenture as the 2016-V Loans. See "SECURITY AND SOURCES OF PAYMENT" and **Appendix B** hereto.

SECURITY AND SOURCES OF PAYMENT

Pledge of Trust Estate

The Series 2016-V Bonds are being issued as a "Stand-Alone Series" under the Master Indenture, which is defined as a Series of Bonds with respect to which (i) Loan Repayments, Prepayments and other Revenues Related to such Series shall not be applied to the payment of Debt Service Payments or Redemption Price of any Series of Bonds other than such Series, and (ii) Loan Repayments, Prepayments and other Revenues Unrelated to such Series shall not be applied to the payment of Debt Service Payments or Redemption Price of such Series. See also "PLAN OF FINANCE – Sources and Uses of Funds."

The Series 2016-V Bonds will be secured by and payable from the Trust Estate (which includes the Loan Repayments and Prepayments received with respect to the 2016-V Loans, amounts on deposit in the 2016-V subaccount of the Acquisition Account, the amount deposited in the 2016-V subaccount of the Revenue Fund on the date of issuance of the Series 2016-V Bonds, and the Series 2016-V subaccount of the Debt Service Reserve Fund). See "– Revenues" and "– Debt Service Reserve Fund; Loan Payment Enhancement Facility" under this caption.

In no event shall the Series 2016-V Bonds constitute an obligation or liability of the State or any political subdivision thereof (except the Authority). The Authority has no taxing power nor does it have the power to pledge the general credit or the taxing power of the State or any political subdivision thereof (other than the general credit of the Authority, which general credit is not pledged for the payment of the Series 2016-V Bonds or otherwise under the Indenture).

Revenues

Pursuant to the 2016-V Series Indenture, the Trustee shall promptly deposit in the Series 2016-V subaccount of the Revenue Fund all Loan Repayments and Prepayments with respect to the 2016-V Loans received on and after the date of issuance of the 2016-V Bonds. "Loan Repayments" means, with respect to the 2016-V Loans, the amounts received by the Authority in respect of scheduled payments of the principal of and/or interest on the notes related to the 2016-V Loans (the "**Series 2016-V Notes**") by or for the account of the Authority, including amounts received pursuant to any Loan Payment Enhancement Facility, but does not include Prepayments or Servicing Fees. "**Prepayment**" means, with respect to the 2016-V Loans, any moneys received or recovered by or for the account of the Authority from any payment of or with respect to the principal (including any applicable penalty, fee, premium or

other additional charge for prepayment of principal which may be provided by the terms of the 2016-V Loans, but excluding any Servicing Fees with respect to the collection of such moneys) on the 2016-V Loans prior to the scheduled payment of such principal as called for by the 2016-V Loans, which include, without limitation, amounts received (i) as a consequence of the damage, destruction or condemnation of part or all of any Housing Facility related to the Multi-Family/Project Bonds to be Refunded (a "**2016-V Housing Facility**"), to the extent that such amounts are required to be used to prepay a 2016-V Loan pursuant to the respective Loan Agreement, (ii) in the event of a default by any borrower in connection with a 2016-V Loan (a "**2016-V Borrower**"), from the proceeds of an insurance claim to HUD, (iii) from a mandatory prepayment required by HUD in order to avoid such a default, or (iv) as a result of a voluntary prepayment made by any 2016-V Borrower.

On the Business Day prior to each Interest Payment Date, the Trustee shall transfer, pursuant to the Master Indenture, (i) amounts received as interest on the 2016-V Loans on or before the 20th day of the calendar month immediately preceding such Interest Payment Date in the Series 2016-V subaccount of the Revenue Fund to the Series 2016-V subaccount of the Debt Service Fund to be applied to the payment of interest on the Series 2016-V Bonds, and (ii) amounts received as principal of such Prepayments and Loan Repayments on or before the 20th day of the calendar month immediately preceding such Interest Payment Date in the Series 2016-V subaccount of the Revenue Fund to the Series 2016-V subaccount of the Special Redemption Fund to be applied to the payment of principal of the Series 2016-V Bonds upon the mandatory redemption thereof as described in "TERMS OF THE SERIES 2016-V BONDS – Prior Redemption – Mandatory Redemption" and to pay the principal of the Series 2016-V Bonds upon the maturity thereof.

After such transfers described in the preceding paragraph, on the Business Day prior to each Interest Payment Date, the Trustee shall transfer remaining amounts received as interest on such 2016-V Loans on or before the 20th day of the calendar month immediately preceding such Interest Payment Date in the Series 2016-V subaccount of the Revenue Fund in the order as follows: (a) to make payments required by the Master Indenture to replenish amounts in the Debt Service Reserve Fund necessary to satisfy the Debt Service Reserve Fund Requirement for the Series 2016-V Bonds, (b) to pay Fiduciary Expenses with respect to the Series 2016-V Bonds, and (c) to pay Administrative Expenses with respect to the Series 2016-V Bonds, other than the Special Authority Fee. After such transfers, the Trustee shall pay remaining amounts received as interest on the 2016-V Loans on or before the 20th day of the calendar month immediately preceding such Interest Payment Date in the Series 2016-V subaccount of the Revenue Fund to the Authority as the Special Authority Fee; provided, however, that (i) the amount remaining in the Series 2016-V subaccount of the Revenue Fund remaining after payment of the Special Authority Fee shall be not less than one-month's interest on the Series 2016-V Bonds Outstanding on the date of such payment, (ii) the amount of the Special Authority Fee shall be subject to reduction at the option of the Authority, and (iii) the Special Authority Fee shall for all purposes of the 2016-V Series Indenture be considered as an Administrative Expense related to the Series 2016-V Bonds payable in accordance with the Master Indenture. See **Appendix B** – "FORM OF THE INDENTURE – The Master Indenture – Revenue Fund."

Debt Service Reserve Fund; Loan Payment Enhancement Facility

As part of the Trust Estate, the Series 2016-V Bonds are secured by the Debt Service Reserve Fund established under the 2016-V Series Indenture. The Debt Service Reserve Fund Requirement for the Series 2016-V Bonds will initially be satisfied as described in "PLAN OF FINANCE – Sources and Uses of Funds" and is an amount equal to one-half of the maximum principal and interest payment due in any calendar year with respect to the Series 2016-V Bonds, based on the receipt of scheduled Loan Repayments on the 2016-V Loans. Under the Indenture, the Debt Service Reserve Fund Requirement for the Series 2016-V Bonds may be satisfied in whole or in part by the available amount of a Loan Payment

Enhancement Facility with respect to such Series 2016-V Bonds, subject to the requirements of the Indenture as described in the following paragraph.

At any time while the Series 2016-V Bonds are outstanding, the Debt Service Reserve Fund Requirement for the Series 2016-V Bonds may be satisfied in whole or in part by the available amount of a master servicing agreement, letter of credit or other financial instrument providing for advances of, or other direct or indirect source of funds for, the timely payment of regularly scheduled Loan Repayments relating to the Series 2016-V Bonds (a "**Loan Payment Enhancement Facility**"), as shall be designated pursuant to a supplement to the 2016-V Series Indenture, upon receipt of a Confirmation from the Rating Agency that funding the Debt Service Reserve Fund Requirement in whole or in part with such Loan Payment Enhancement Facility will not, in and of itself, impair or cause the Series 2016-V Bonds to fail to retain, the then existing rating assigned to the Series 2016-V Bonds by the Rating Agency. **There will be no Loan Payment Enhancement Facility entered into in connection with the Series 2016-V Bonds at the time of issuance.**

If on any date of calculation, the amount in the Series 2016-V subaccount of the Debt Service Reserve Fund (other than amounts attributable to accrued, but unrealized interest purchased on Investment Securities) is in excess of the Debt Service Reserve Fund Requirement with respect to the Series 2016-V Bonds, the Trustee shall, unless otherwise instructed by an Authority Request, transfer such excess amount to the Authority, free and clear of the lien and pledge of the Indenture.

For further information with respect to the Debt Service Reserve Fund, see **Appendix B – "FORM OF THE INDENTURE – The Master Indenture – Debt Service Reserve Fund."**

Additional Bonds

Although additional bonds have been and may be issued under the Master Indenture by issuance of a separate Series Indenture, any such additional bonds and any other obligations heretofore or hereafter issued under such other Series Indenture are or will be secured as provided in such other Series Indenture separate and apart from the Series 2016-V Bonds. See **Appendix B – "FORM OF THE INDENTURE – The Master Indenture – Issuance of Additional Bonds"** and **"– Issuance of Refunding Bonds."**

Characteristics of 2016-V Loans

Composition

The 2016-V Loans will consist of thirteen (13) Loans, which are expected to have an aggregate principal balance of approximately \$43,951,112.98 as of the Cut-off Date. See **Appendix A** hereto for further information regarding the 2016-V Loans as of the Cut-off Date.

Mortgage Rates; Calculation of Interest

The 2016-V Loans bear interest at mortgage rates that will remain fixed for their remaining terms. All of the 2016-V Loans bear interest on the basis of a 360-day year consisting of twelve 30-day months.

Due Dates

Monthly payments on the 2016-V Loans are due on the first day of each calendar month.

Amortization; Level Payments

The 2016-V Loans are fully amortized in level monthly payments over their remaining terms to stated maturity at which time the unpaid principal balance plus accrued interest thereon is due. All of the 2016-V Loans had begun to amortize as of the Cut-off Date. Even in the absence of a change in the amortization schedule of the 2016-V Loans, 2016-V Loans that provide for level monthly payments may still receive non-level payments as a result of the fact that, at any time condemnation of or the occurrence of a casualty loss on, the mortgaged property securing any 2016-V Loan or acceleration of payments due under the 2016-V Loan by reason of a default may result in a prepayment.

Loan Debt Service Coverage; Prepayment and Lock-out; Summary

The following table sets forth a summary of certain loan characteristics and debt service coverage ratios of the 2016-V Loans as of the Cut-off Date. See also **Appendix A** hereto for further details. All of the Borrowers are current on the payment of debt service on the 2016-V Loans. Based on 2015 data from the audited financial statements of the respective 2016-V Housing Facilities, each of the 2016-V Loans indicated on the table below has the debt service coverage ratio as set forth in the table. The debt service coverage ratio is equal to the ratio of the net operating income ("NOI") including replacement reserves divided by the total debt service ("DS") which includes principal, interest, mortgage insurance premiums and servicing fees. Neither the Authority, the Underwriters nor their respective counsel has undertaken any action to independently verify the accuracy of such information. There can be no assurances that the ratios set forth herein will continue to be the same.

The table below sets forth the Loan Lockout Expiration Dates for each of the 2016-V Loans and summarizes certain other characteristics of the 2016-V Loans.

Summary of 2016-V Loans as of Cut-off Date⁽¹⁾

<u>Loan Name</u>	<u>No. of Units</u>	<u>Original Balance</u>	<u>Expected Balance⁽²⁾</u>	<u>Principal Start Date</u>	<u>Origination Date</u>	<u>Maturity Date</u>	<u>Remaining Term (Months)</u>	<u>Interest Rate</u>	<u>Debt Service Coverage Ratio⁽³⁾</u>	<u>Loan Lockout Expiration Date</u>
Arvada House	88	\$ 4,000,000	\$ 3,619,427	12/1/2004	10/15/2004	11/1/2044	336	6.500%	1.61	12/1/2019
Aurora Village	100	4,700,000	3,639,934	11/1/2003	9/29/2003	10/1/2033	203	6.400	1.33	11/1/2018
Durango Housing	97	3,700,000	3,224,299	11/1/2005	10/1/2005	10/1/2040	287	6.100	1.39	11/1/2020
Garden Village Apartments	91	2,112,800	1,582,450	8/1/2002	5/30/2002	7/1/2032	188	3.500	1.24	8/1/2017
Kings Point	50	2,300,000	1,770,775	2/1/2004	12/22/2003	1/1/2034	206	6.000	1.52	2/1/2019
Osito Ridge Apartments	114	3,659,040	3,337,874	11/1/2005	9/30/2005	10/1/2045	347	6.350	1.16	11/1/2020
Residences At Willow Park	68	4,200,000	3,491,165	2/1/2003	12/17/2002	1/1/2038	254	6.450	1.09	2/1/2018
Rio Grande	69	4,475,000	2,474,406	12/1/1996	10/1/1996	11/1/2026	120	6.000	1.15	4/1/2015
Sable Ridge Senior Apartments	61	3,942,000	3,527,666	5/1/2004	3/3/2004	4/1/2044	329	6.350	1.17	5/1/2019
Sheridan Ridge Townhomes	65	6,750,000	6,082,990	2/1/2004	1/2/2002	1/1/2043	314	6.800	0.84	2/1/2019
Truscott Affordable Housing	87	5,650,000	5,015,113	7/1/2003	5/1/2003	6/1/2043	319	6.500	1.21	7/1/2013
University Plaza	34	1,170,000	931,065	12/1/2004	10/11/2004	11/1/2034	216	6.200	1.22	12/1/2019
Village At Hampden Town Center	132	5,776,841	5,253,948	7/1/2005	5/19/2005	6/1/2045	343	6.400	1.09	6/1/2020
Total 2016-V Loans	1,056	\$52,435,681	\$43,951,112.98	12/30/2003	8/7/2003	8/23/2040	286	6.302%	1.19	8/8/2018
Weighted Average										

⁽¹⁾ The Cut-off Date is November 30, 2016. See also **Appendix A** hereto for further details.

⁽²⁾ Numbers may not add up due to rounding.

⁽³⁾ Debt Service Coverage Ratio was calculated using the 2015 audited financial statements for each 2016-V Loan and is equal to the ratio of the NOI including replacement reserves divided by the total DS, which includes principal, interest, mortgage insurance premium and servicing fees.

As shown on the table above, the 2016-V Loans remain subject to the respective lock-out periods that prohibit voluntary prepayment for a number of years following origination. The 2016-V Loans may currently not be prepaid under any circumstances prior to the end of these respective lock-out periods. Notwithstanding the lock-out periods for the 2016-V Loans, FHA may permit the 2016-V Loans to be refinanced or prepaid without regard to any lock-out period in the event of a default on such 2016-V Loans. **See Appendix A hereto.**

FHA Risk-Share Insurance

All of the 2016-V Loans are insured by HUD under the FHA Risk-Share Program which provides for payment of 100% of the unpaid principal of the 2016-V Loans as of the date of default and interest on the 2016-V Loans from the date of default to the date of the initial claim payment. See **Appendix E – "FHA RISK-SHARE PROGRAM."**

Federal Subsidies

Seven (7) of the 2016-V Housing Facilities relating to the 2016-V Loans are receiving Section 8 housing assistance under the federal Housing Assistance Payments ("**HAP**") Program authorized by HUD. HAP contracts specify the number of units in a particular mortgaged property for which Section 8 assistance will be provided. Under HAP contracts, HUD provides Section 8 rental subsidies to the project owners in an amount equal to the difference between the HUD-approved rent for a particular assisted unit and the HUD required rental contribution from eligible tenant families. The Housing Act of 1937 (42 U.S.C. 1437, et. seq.) prescribes as the requisite tenant rental contribution an amount equal to the greatest of (i) 30% of the tenants' family monthly adjusted income, (ii) 10% of the tenants' family monthly gross income, and (iii) if the tenant family receives welfare assistance from a public agency and a portion of such assistance is adjusted in accordance with the family's actual housing costs, the monthly portion of the welfare assistance is adjusted. For Section 8 assisted units for which the cost of utilities is not included in rent, the tenant rental contribution includes the amount of HUD's estimate of the average monthly cost of utilities and other services (excluding telephone) for the unit in question.

Section 42 Compliance Period

Under Section 42 of the Code, the 2016-V Housing Facilities are subject to affordable rent restrictions for 15 years after (i) the "placed in service" date, or (ii) the year following the "placed in service" date at the owner's election. The Authority has not taken any action to independently verify the accuracy of such information. See **Appendix A hereto.**

Assumability

Each 2016-V Loan may be assumed, subject to HUD review and approval, upon the sale of the related mortgaged property.

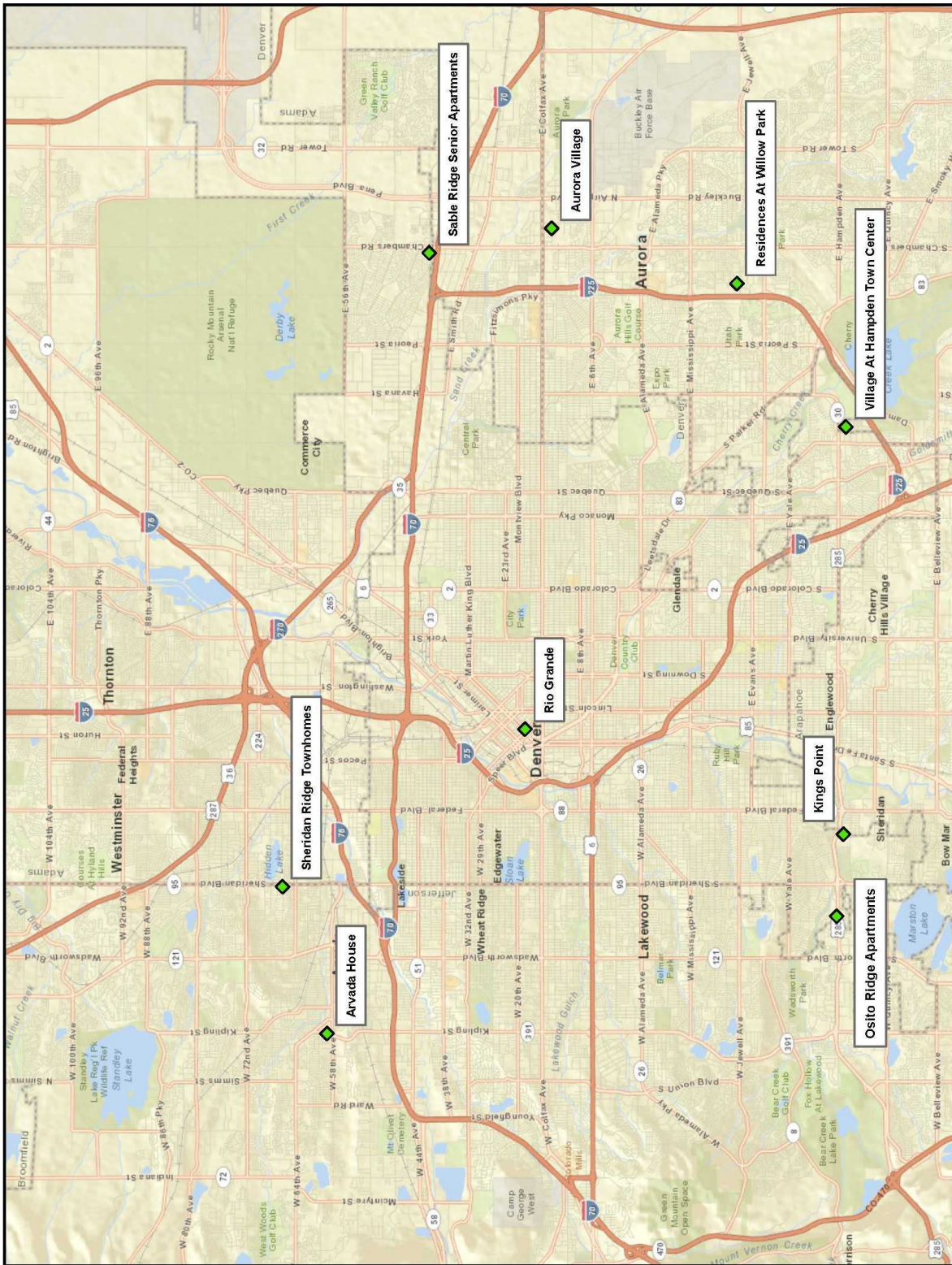
Lien on Fee Simple Estate

The 2016-V Loans consist of first lien, multifamily, fixed rate mortgage loans that are secured by a lien on the respective 2016-V Borrower's fee simple estate in a multifamily property.

Location of 2016-V Housing Facilities

The following map identifies the locations of the 2016-V Housing Facilities within the State of Colorado:

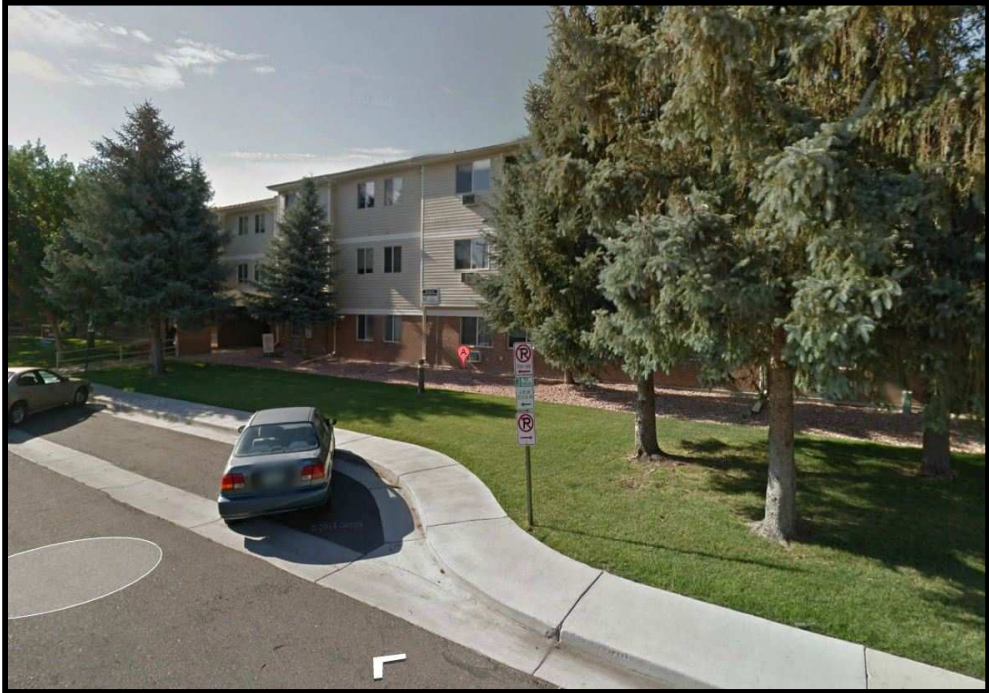
Denver Metro Area



The following are addresses and recent photographs of the 2016-V Housing Facilities:



Arvada House, 10175 W. 58th Place, Arvada, CO 80004



Aurora Village, 15972 E. 13th Place, Aurora, CO 80011



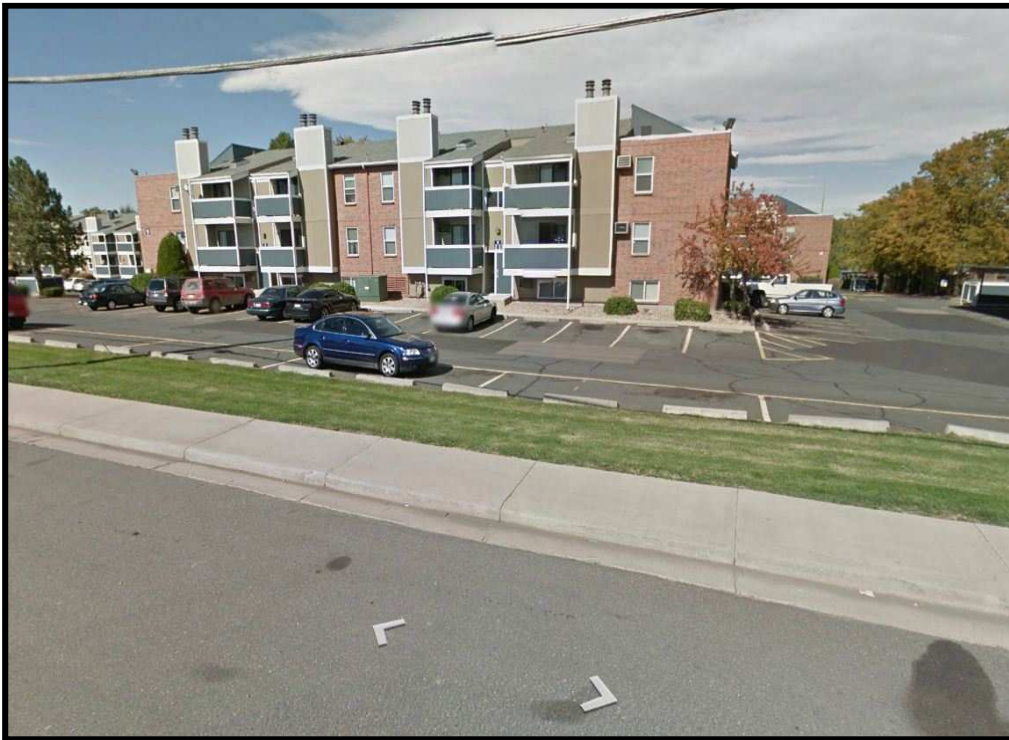
Durango House, 650 Valentine Drive, Durango, CO 81301



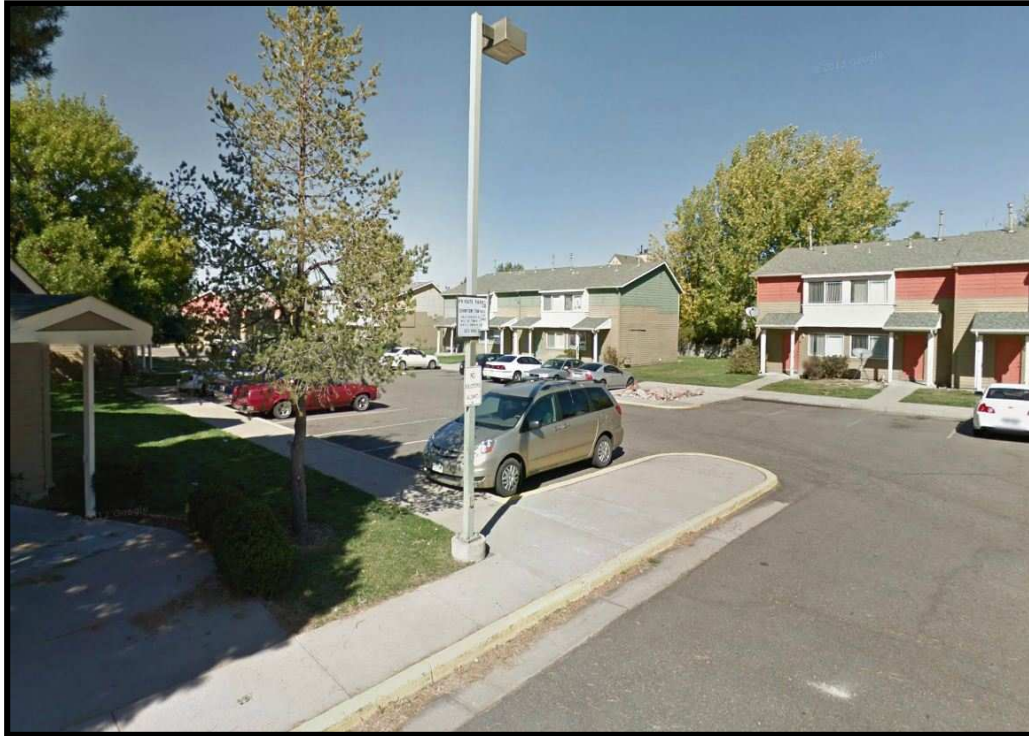
Garden Village, 2601 Belford Ave, Grand Junction, CO 81501



Kings Point, 3500 S. Lowell Boulevard, Sheridan, CO 80236



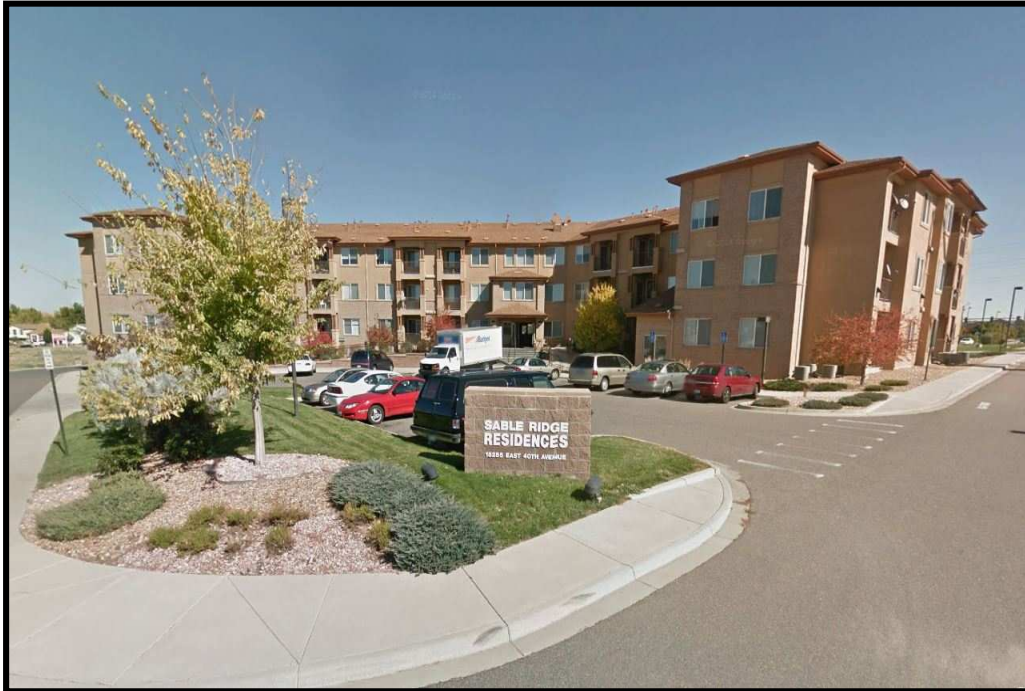
Osito Ridge, 5855 West Hampden Avenue, Denver, CO 80227



Residences at Willow Park (aka, Mountain View Park),
14061 E. Colorado Drive, Aurora, CO 80012



Rio Grande Lofts, 1531 Stout St., Ste. 100, Denver, CO 80202



Sable Ridge Residences, 15255 E. 40th Avenue, Denver, CO 80239



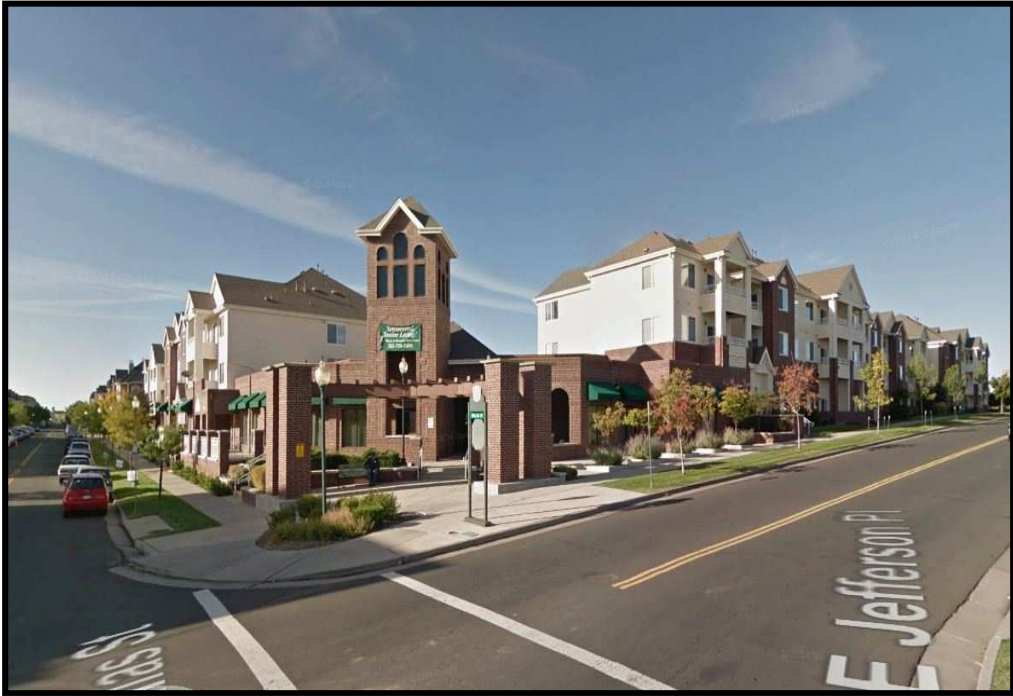
Sheridan Ridge Townhomes, 5275 W. 66th Avenue, Arvada, CO 80003



Truscott Affordable Housing, 39551 Highway 82, Aspen, CO 81611



University Plaza, 1534 11th Avenue, Greeley, CO 80631



Village at Hampton Town Center, 3601 S. Dallas St., Aurora, CO 80014

[Remainder of page left blank intentionally]

Weighted Average Life of Series 2016-V Bonds

NO REPRESENTATION IS MADE BY THE AUTHORITY OR THE UNDERWRITERS OR THEIR RESPECTIVE COUNSEL CONCERNING THE ACTUAL AVERAGE LIFE OF THE SERIES 2016-V BONDS AND HOW IT COMPARES TO THE FORWARD-LOOKING AVERAGE LIFE ESTIMATED HEREIN.

Yield, Maturity and Prepayment Considerations

Prepayments of the 2016-V Loans will affect the weighted average life of and the yield realized by investors of the Series 2016-V Bonds.

- The principal portion of the Loan Repayment for the 2016-V Loans may be in the form of scheduled or unscheduled amortization. The 2016-V Loans amortize in level monthly payments, the amounts of which are set forth in **Appendix A**.
- The terms of the 2016-V Loans provide that, following the lock-out period, the 2016-V Loans are subject to prepayment at the option of the 2016-V Borrower at par, plus prepayment premium, as applicable, without the prior consent of the Authority. The prepayment terms of the 2016-V Loans are set forth above under "Characteristics of 2016-V Loans – Loan Debt Service Coverage; Prepayment and Lock-out; Summary."
- In addition, in the event of a default, FHA may permit a FHA Risk-Share Program mortgage loan such as the 2016-V Loans to be refinanced or prepaid without regard to any lock-out, consent right, statutory prepayment prohibition or prepayment penalty provisions.
- The condemnation of, or occurrence of a casualty loss on, the mortgaged property securing any 2016-V Loans or the acceleration of payments due under the 2016-V Loans by reason of default may also result in a prepayment at any time.

Loan prepayment rates are likely to fluctuate over time. No representation is made as to the expected weighted average life of the Series 2016-V Bonds or the percentage of the original unpaid principal balance of the 2016-V Loans that will be paid to Bondowners at any particular time. A number of factors may influence prepayment behavior.

- While some prepayments occur randomly, the payment behavior of the 2016-V Loans may be influenced by a variety of economic, tax, geographic, demographic, legal and other factors.
- These factors may include the age, geography and payment terms of the 2016-V Loans; remaining depreciable life of the underlying property; characteristics of the 2016-V Borrowers; the availability of mortgage financing; in a fluctuating interest rate environment, the difference between the interest rates on the 2016-V Loans and prevailing mortgage interest rates; the extent to which the 2016-V Loans are assumed or refinanced or the related properties are sold or conveyed; changes in local industry and population as they affect vacancy rates; population migration; and the attractiveness of other investment alternatives.
- These factors may also include the application of (or override by FHA of) lock-out periods, prepayment consent rights or statutory prepayment prohibition periods. For a more detailed description of the prepayment provision of the 2016-V Loans, see "Characteristics of 2016-V Loans – Loan Debt Service Coverage; Prepayment and Lock-out; Summary."

No representation is made by the Authority or the Underwriters or their respective counsel concerning the particular effect that any of these or other factors may have on the prepayment behavior of the 2016-V Loans. The relative contribution of these or other factors may vary over time.

Forward-Looking Average Life Calculations

The "**Weighted Average Life**" of a bond refers to the average amount of time that will elapse from the date of its issuance until each dollar of principal of that bond will be repaid to the investor. As a result, any projection of the Weighted Average Life of and yield on the Series 2016-V Bonds must include an assumption about the anticipated timing and amount of payments on such Series 2016-V Bonds, which will depend upon the rate of prepayments of the 2016-V Loans, including optional borrower Prepayments and prepayments resulting from liquidation of defaulted 2016-V Loans. In general, Prepayments of principal and defaults on the 2016-V Loans will shorten the Weighted Average Life and term to maturity of the Series 2016-V Bonds.

The Weighted Average Life of the Series 2016-V Bonds is calculated as described in "Weighted Average Life" under this caption.

The Weighted Average Life of the Series 2016-V Bonds will be influenced by, among other things, the rate at which principal is paid on the 2016-V Loans. In general, the Weighted Average Life of the Series 2016-V Bonds will be shortened if the rate of Prepayments of principal of the 2016-V Loans increases. However, the Weighted Average Life will depend upon a variety of other factors, including the timing of changes in such rate of principal Prepayments. Accordingly, no assurance can be given as to the Weighted Average Life of the Series 2016-V Bonds.

Prepayment Assumption Models

No representation is made by the Underwriters or the Authority or their respective counsel about the anticipated rate of Prepayments or foreclosure on the 2016-V Loans or about the anticipated yield to maturity of the Series 2016-V Bonds. Prospective purchasers of the Series 2016-V Bonds are urged to base their decisions whether to purchase the Series 2016-V Bonds upon a comparison of desired yield to maturity with the yield to maturity that would result based on the price that the purchaser pays for the Series 2016-V Bonds and upon the purchaser's own determinations about anticipated rates of Prepayments with respect to the 2016-V Loans.

Prepayments of mortgage loans are commonly measured by a prepayment standard or model. The model used herein is the constant prepayment rate ("**CPR**") model. CPR represents a constant rate of prepayment on the 2016-V Loans each month relative to the then outstanding aggregate principal balance of the 2016-V Loans for the life of such 2016-V Loans.

In addition, following any default under the 2016-V Loans, the principal balance of the 2016-V Loans will be paid from the proceeds received under the FHA Risk-Share Program.

- As a result, defaults experienced on the 2016-V Loans will accelerate the payment of principal of the Series 2016-V Bonds.
- The Series 2016-V Bonds are subject to special optional redemption as described herein under "TERMS OF THE SERIES 2016-V BONDS – Prior Redemption – Special Optional Redemption."

The maturity date for the Series 2016-V Bonds is the latest date on which the principal balance will be reduced to zero. The actual retirement of Series 2016-V Bonds may occur earlier than the maturity date.

Modeling Assumptions

Unless otherwise indicated, the table that follows has been prepared on the basis of the characteristics of the 2016-V Loans and the following assumptions (the "**Modeling Assumptions**"), among others:

1. The 2016-V Loans have the characteristics described in **Appendix A**.
2. The 2016-V Loans begin to prepay on the Section 42 Compliance Expiration Dates.
3. The origination date of each 2016-V Loan is as indicated in **Appendix A** hereto.
4. Mortgage Repayments and Prepayments with respect to the 2016-V Loans are always received on the first (1st) day of the month, whether or not a Business Day, commencing in January 2017. No penalty amounts are received with respect to Prepayments.
5. Payments on the Series 2016-V Bonds occur on the first (1st) day of the month, whether or not a Business Day, commencing on January 1, 2017.
6. The date of issuance of the Series 2016-V Bonds is December 14, 2016.
7. The Authority will exercise the special optional redemption for the Series 2016-V Bonds on the first redemption date following the date on which the Outstanding principal amount of the Series 2016-V Bonds is less than 10% of the original principal amount thereof.

When reading the table and the related text, prospective purchasers of the Series 2016-V Bonds should bear in mind that the Modeling Assumptions, like any other stated assumptions, are unlikely to be entirely consistent with actual experience. For example, many payment dates will occur on the first Business Day after the first (1st) of the month.

Weighted Average Life

The table below indicates the Weighted Average Life of the Series 2016-V Bonds, based on the assumption that the applicable 2016-V Loans prepay at the respective indicated percentages of CPR (the "**CPR Prepayment Assumption Rates**").

It is unlikely that the 2016-V Loans will prepay at any of the CPR Prepayment Assumption Rates, and the timing of changes in the rate of prepayments actually experienced on the 2016-V Loans is unlikely to follow the pattern described for the CPR Prepayment Assumption Rates.

The Weighted Average Lives of the Series 2016-V Bonds set forth in the tables below have been calculated by Jefferies LLC by:

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

- (b) summing the results, and
- (c) dividing the sum by the aggregate amount of the assumed net reductions in principal balance referred to in clause (a).

The Weighted Average Lives for the Series 2016-V Bonds are likely to vary, perhaps significantly, from that set forth in the table below due to the differences between the actual rate of prepayments on the 2016-V Loans and the Modeling Assumptions.

<u>CPR</u>	Weighted Average Lives of the <u>Series 2016-V Bonds</u>
0%	14.92
5%	10.52
10%	7.95
15%	6.44
20%	5.47
25%	4.81
30%	4.34
35%	3.98
40%	3.72
45%	3.49
50%	3.31

[Remainder of page left blank intentionally]

The decrement table set forth below is based on the assumption that the 2016-V Loans prepay at the CPR Prepayment Assumption Rates. It is unlikely that the 2016-V Loans will prepay at any of the CPR Prepayment Assumption Rates, and the timing of changes in the rate of prepayments actually experienced on the 2016-V Loans is unlikely to follow the pattern described for the CPR Prepayment Assumption Rates.

Percentages of Series 2016-V Bond Balances Outstanding and Weighted Average Life

Distribution Date	CPR Prepayment and Assumption Rates										
	Series 2016-V Bonds										
	0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%
Initial Percentage	100	100	100	100	100	100	100	100	100	100	100
December 2017	97.78%	96.90%	96.02%	95.13%	94.24%	93.35%	92.46%	91.56%	90.66%	89.76%	88.85%
December 2018	95.42	93.31	91.28	89.33	87.46	85.67	83.95	82.31	80.75	79.26	77.84
December 2019	92.91	88.41	84.18	80.18	76.42	72.89	69.56	66.42	63.47	60.69	58.07
December 2020	90.24	82.55	75.49	69.03	63.12	57.71	52.77	48.25	44.12	40.34	36.87
December 2021	87.41	76.02	65.92	56.97	49.07	42.10	35.95	30.55	25.80	21.64	18.00
December 2022	84.40	69.79	57.39	46.89	38.04	30.62	24.43	19.29	15.05	11.58	0.00
December 2023	81.20	63.86	49.79	38.46	29.40	22.21	16.56	12.15	0.00	0.00	0.00
December 2024	77.80	58.19	43.04	31.43	22.64	16.05	11.18	0.00	0.00	0.00	0.00
December 2025	74.18	52.78	37.03	25.58	17.37	11.56	0.00	0.00	0.00	0.00	0.00
December 2026	70.33	47.62	31.70	20.72	13.26	0.00	0.00	0.00	0.00	0.00	0.00
December 2027	67.01	43.13	27.22	16.81	10.13	0.00	0.00	0.00	0.00	0.00	0.00
December 2028	63.49	38.84	23.24	13.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December 2029	59.73	34.74	19.71	10.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December 2030	55.74	30.83	16.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December 2031	51.49	27.08	13.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December 2032	47.07	23.55	11.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December 2033	42.64	20.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December 2034	39.00	17.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December 2035	35.38	15.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December 2036	31.52	12.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December 2037	27.40	10.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December 2038	23.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December 2039	19.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December 2040	15.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December 2041	11.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December 2042	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December 2043	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December 2044	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December 2045	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Weighted Average Life (years)	14.92	10.52	7.95	6.44	5.47	4.81	4.34	3.98	3.72	3.49	3.31

[Remainder of page left blank intentionally]

CERTAIN BONDOWNERS' RISKS

Limited Security

The Series 2016-V Bonds are special limited obligations of the Authority payable on a parity basis solely from the Trust Estate. See "SECURITY AND SOURCES OF PAYMENT – Pledge of Trust Estate." There is no assurance that the 2016-V Loans will perform in accordance with the assumptions made herein or that Revenues will be sufficient to pay debt service on the Series 2016-V Bonds when due. Although additional bonds have been and may be issued by the Authority under the Master Indenture, the Series 2016-V Bonds would continue to be a Stand-Alone Series under the Master Indenture as described in "SECURITY AND SOURCES OF PAYMENT – Pledge of Trust Estate."

Rate of Principal Payments on the 2016-V Loans

The rate at which principal payments will be used to pay or redeem the Series 2016-V Bonds will depend largely on the rate of principal payments, including Prepayments on the 2016-V Loans. For instance, any historical data regarding prepayment rates of the 2016-V Loans may not be indicative of the rate of future Prepayments on the 2016-V Loans, and no assurances can be given about the rates at which any of the 2016-V Loans will repay. Generally, following any lock-out period, 2016-V Borrowers may prepay the outstanding 2016-V Loans at any time, and the source of financings for such prepayment could be from a third party lender or from the Authority. Additionally, the 2016-V Borrowers may prepay the 2016-V Loans at any time with the approval of FHA in the event of a default. In addition to voluntary prepayments, the 2016-V Loans can be prepaid as a result of Risk-Share Insurance claim payments, loss mitigation arrangements or liquidations of a defaulted 2016-V Loans. No assurances can be given as to the timing or frequency of any Risk-Share Insurance claim payments, loss mitigation arrangements or foreclosure proceedings with respect to a defaulted 2016-V Loans and the resulting effect on the timing or rate of principal payments on the Series 2016-V Bonds.

Rate of Principal Payments Can Reduce the Yield

The rate of principal payments on the 2016-V Loans could reduce the yield realized on the Series 2016-V Bonds. The yield on a Series 2016-V Bond probably will be lower than expected if a Series 2016-V Bond is purchased at (a) a premium and principal payments or Prepayments are paid faster than expected, or (b) a discount and principal payments are paid slower than expected.

An Investment in the Series 2016-V Bonds is Subject to Significant Reinvestment and Extension Risk

The rate of principal payments on the Series 2016-V Bonds is uncertain. It may not be possible to reinvest the payments on the Series 2016-V Bonds at the same rate of return provided by the Series 2016-V Bonds. Lower prevailing interest rates may result in an unexpected return of principal. In that interest rate climate, higher yielding reinvestment opportunities may be limited. Conversely, higher prevailing interest rates may result in slower returns of principal and a holder may not be able to take advantage of higher yielding investment opportunities. The final payment on the Series 2016-V Bonds may occur much earlier than the maturity date.

Default will Increase the Rate of Prepayments

If a 2016-V Borrower defaults on a 2016-V Loan and the 2016-V Loan is subsequently foreclosed upon or Risk-Share Insurance claim payments are received, or is otherwise liquidated, the effect would be comparable to a Prepayment of the 2016-V Loan. See "TERMS OF THE SERIES 2016-V BONDS – Prior Redemption – Mandatory Redemption."

FHA has Authority to Override Lock-out and Prepayment Limitations

Risk-Share Insurance and certain provisions of the 2016-V Loans may affect lock-outs. FHA may override any lock-out payment consent rights or statutory prepayment prohibition with respect to any 2016-V Loan in the event of a default of such 2016-V Loan.

The Series 2016-V Bonds May not be a Suitable Investment

The Series 2016-V Bonds are not a suitable investment for all investors. In addition, there is no assurance that a secondary market will develop for the purchase and sale of the Series 2016-V Bonds, that any secondary market will continue, or that the price at which the Series 2016-V Bonds can be sold will allow for a desired yield on that investment. The market value of the Series 2016-V Bonds is likely to fluctuate, with such fluctuations being significant, which could result in significant losses to the holder. The secondary markets for mortgage-related securities have experienced periods of illiquidity and can be expected to do so in the future. Illiquidity can have a severe adverse effect on the price of the Series 2016-V Bonds because they are sensitive to prepayment and interest rate risk.

Conditions to Payment and Termination of Risk-Share Insurance

The failure to maintain adequate casualty insurance on any 2016-V Housing Facility insured under the FHA Risk-Share Program may result in the loss of Risk-Share Insurance in the event of damage to, or destruction of, such 2016-V Housing Facility. FHA Risk-Share Program benefits may also be impaired as a result of the failure to pay required mortgage insurance premiums to HUD and failure of the mortgagee to provide HUD on a timely basis with required notice. As described in **Appendix E** – "FHA RISK-SHARE PROGRAM," the Authority is responsible for servicing the 2016-V Loans and the maintenance of the Risk-Share Insurance in connection with the 2016-V Loans. See "COLORADO HOUSING AND FINANCE AUTHORITY."

In addition, insurance under the FHA Risk-Share Program with respect to a 2016-V Loan may be terminated upon the occurrence of certain events, including the following: (i) such 2016-V Loan is paid in full; (ii) the Authority acquires the related 2016-V Housing Facility and notifies HUD that it will not file an insurance claim; (iii) a party other than the Authority acquires the related 2016-V Housing Facility at a foreclosure sale; (iv) the Authority notifies HUD of a voluntary termination; (v) the Authority or its successors commit fraud or make a material misrepresentation to HUD with respect to certain information; (vi) the receipt by HUD of an application for final claims settlement by the Authority; or (vii) the Authority acquires the related 2016-V Housing Facility and fails to make an initial claim.

Affordable Multifamily Housing Loans

The 2016-V Loans are secured by the 2016-V Housing Facilities that are encumbered by restrictive covenants or regulatory agreements that impose restrictions relating to tenant income, use, occupancy and/or rent restrictions. A breach of these restrictions may constitute an event of default under the mortgage or may result in the termination of any payments being received from the governmental entity that imposed the restrictions. Some of the 2016-V Housing Facilities are expected to benefit from long-term federal rental assistance or other federal, state or local subsidies that may be terminated or abated if the requirements of the subsidies are not met. If a subsidy is reduced or eliminated and cannot be replaced by obtaining a new subsidy, increasing rents to current tenants or the leasing of properties to market tenants, the 2016-V Loans may default.

RATING

Moody's Investors Service ("**Moody's**") has given the Series 2016-V Bonds a rating of "Aaa." Such rating reflects only the view of Moody's at the time such rating is given, and is not a recommendation to buy, sell or hold the Series 2016-V Bonds. The Authority makes no representation as to the appropriateness of such rating. An explanation of the significance of and the methodology with respect to the rating may be obtained from Moody's. Generally, a rating agency bases its rating on the information and materials furnished it and on investigations, studies and assumptions of its own. There is no assurance that any such rating will continue for any given period of time or that any such rating will not be revised downward or withdrawn entirely by Moody's if, in the judgment of Moody's, circumstances so warrant. Therefore, after the date hereof, investors should not assume that such rating is still in effect. Any such downward revision or withdrawal of such rating may have an adverse effect on the marketability or market price of the Series 2016-V Bonds. The Authority has no obligation to oppose, or to provide Owners of the Series 2016-V Bonds with notice of, any such revision or withdrawal of a rating, except in connection with the reporting of events as provided in the Continuing Disclosure Undertaking (see **Appendix F** hereto).

LEGALITY FOR INVESTMENT AND SECURITY FOR DEPOSITS

The Act provides that the Series 2016-V Bonds are eligible for investment in the State by all public officers, public bodies and political subdivisions of the State, banking associations, savings and loan associations, trust companies, investment companies and insurance companies, and all executors, administrators, trustees and other fiduciaries of funds in their control or belonging to them; provided that, at the time of purchase by a public entity, the Series 2016-V Bonds are rated in one of the two highest rating categories by one or more nationally recognized organizations which regularly rate such obligations. The Act makes the Series 2016-V Bonds securities which may properly and legally be deposited with and received by any municipal officer or any agency or political subdivision of the State for any purpose for which the deposit of bonds, notes or obligations of the State is authorized by law.

LITIGATION

At the time of the delivery of and payment for the Series 2016-V Bonds, the Authority will deliver an opinion of its General Counsel, Charles K. Knight, Esq., to the effect that no litigation before any court is pending or, to his knowledge, threatened against the Authority in any way affecting the existence of the Authority or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the issuance, sale or delivery of the Series 2016-V Bonds, or which would materially adversely affect the financial condition of the Authority, or in any way contesting or affecting the validity or enforceability of the Series 2016-V Bonds, the Indenture or the contract for the purchase of the Series 2016-V Bonds.

TAX MATTERS

IN THE OPINION OF BOND COUNSEL, THE INTEREST ON THE SERIES 2016-V BONDS IS INCLUDED IN GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES PURSUANT TO THE TAX CODE. THE SERIES 2016-V BONDS AND THE INCOME THEREFROM ARE FREE FROM TAXATION BY THE STATE OF COLORADO UNDER COLORADO LAWS IN EFFECT AS OF THE DATE OF DELIVERY OF THE SERIES 2016-V BONDS.

Bond Counsel will express no other opinion as to any tax consequences regarding the Series 2016-V Bonds. Owners of the Series 2016-V Bonds should consult with their own tax advisors as to the tax consequences pertaining to the Series 2016-V Bonds, such as the consequences of a sale, transfer, redemption or other disposition of the Series 2016-V Bonds prior to stated maturity, and as to other applications of federal, state, local or foreign tax laws.

CERTAIN LEGAL MATTERS

In connection with the issuance and sale of the Series 2016-V Bonds, Sherman & Howard L.L.C., as Bond Counsel, will deliver the opinion included as **Appendix C** hereto. Hogan Lovells US LLP will pass upon certain legal matters relating to the Series 2016-V Bonds as Disclosure Counsel to the Authority. Certain legal matters will be passed upon for the Authority by Charles K. Knight, Esq., its General Counsel. Eichner Norris & Neumann PLLC will pass upon certain matters for the Underwriters.

Neither Sherman & Howard L.L.C., Hogan Lovells US LLP nor Eichner Norris & Neumann PLLC has participated in any independent verification of the information concerning the financial condition or capabilities of the Authority or the 2016-V Loans contained in this Official Statement.

MUNICIPAL ADVISOR

The Authority has retained CSG Advisors Incorporated as its municipal advisor (the "**Municipal Advisor**") in connection with the issuance of the Series 2016-V Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Municipal Advisor will act as an independent advisory firm and will not be engaged in the business of underwriting, trading or distributing the Series 2016-V Bonds.

UNDERWRITING

The Series 2016-V Bonds are to be purchased from the Authority by the Underwriters listed on the front cover page (the "**Underwriters**"). The Underwriters have agreed, subject to certain conditions, to purchase all but not less than all of the Series 2016-V Bonds at a price equal to \$43,951,112 (which amount is equal to 100% of the aggregate principal amount of the Series 2016-V Bonds). In consideration of its purchase of the Series 2016-V Bonds, the Underwriters are to be paid a fee (including expenses) of \$448,125.08 at closing. The initial public offering price may be changed from time to time by the Underwriters.

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

In the ordinary course of their various business activities, the Underwriters and their 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 Authority.

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

George K. Baum & Company and Pershing LLC, a subsidiary of The Bank of New York Mellon Corporation, have a distribution agreement enabling Pershing LLC to obtain and distribute certain municipal securities underwritten by or allocated to George K. Baum & Company. Under the distribution agreement, George K. Baum & Company will allocate a portion of received takedowns, fees or commissions to Pershing for bonds sold under the agreement.

FORWARD-LOOKING STATEMENTS

This Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimate," "forecast," "intend," "expect," "project," "budget," "plan" and similar expressions identify forward-looking statements.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE AUTHORITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

CERTAIN RELATIONSHIPS OF PARTIES

Barclays Capital Inc., George K. Baum & Company and RBC Capital Markets, LLC, which are serving as Underwriters of the Series 2016-V Bonds, serve as remarketing agents for various series of bonds under the Multi-Family/Project Master Indenture. Affiliates of Barclays Capital Inc. and RBC Capital Markets, LLC have also provided Derivative Products in connection with various series of bonds under the Multi-Family/Project Master Indenture. Wells Fargo Bank, National Association, which is the Escrow Agent, is the trustee under the Multi-Family/Project Master Indenture.

AVAILABILITY OF CONTINUING INFORMATION

Continuing Disclosure Undertaking

In connection with the issuance of the Series 2016-V Bonds, the Authority will deliver a Continuing Disclosure Undertaking, in the form attached as **Appendix F** hereto, by which the Authority will agree to make available, in compliance with Rule 15c2-12, certain annual financial information and audited financial statements and notice of certain events.

The Authority discovered in 2013 that certain fiscal year 2012 annual financial information filings to be made by the Authority on behalf of a non-housing conduit borrower for bonds issued by the Authority were not made on a timely basis. Such filings have been made with EMMA and subsequent filings have been made by the Authority on a timely basis. Such filings for future years are expected to be timely filed with EMMA as required by the related continuing disclosure agreement.

The Authority also discovered that a filing to be made for the fiscal year ended December 31, 2011 under its NIBP Master Indenture had not been timely made, although filings for the fiscal years ended following such fiscal year had been made as required by the related continuing disclosure agreements. The fiscal year 2011 filing and subsequent filings have been made with EMMA and for future years the Authority expects to make timely filings with EMMA as required by the related continuing disclosure agreements.

The Authority learned that the S&P rating on its 2007 Series A-3 (Class III) Single Family Revenue Bonds, which are now fully retired, was upgraded in 2014 as a result of an upgrade to the rating of MBIA Insurance Corporation which was then insuring those bonds. The Authority was never notified by S&P of this rating change and accordingly did not file an event notice with EMMA regarding this rating upgrade.

Other Information Available to Bondowners

In the 2016-V Series Indenture, the Authority is agreeing to provide the following information about the 2016-V Loans on a monthly basis by filing a report with EMMA:

- the current and remaining loan terms,
- the performing or non-performing status of the loan,
- the current loan balance,
- the replacement reserve balance,
- the principal and interest paid and remaining, and
- the vacancy status (with one month lag).

The Authority shall also file with EMMA the annual financial statements for each 2016-V Housing Facility financed by a 2016-V Loan upon receipt of such statements from the respective 2016-V Borrower. The Authority has no obligation to examine or review such financial statements to verify the accuracy or completeness of such financial statements.

NO IMPAIRMENT OF CONTRACT BY THE STATE

Pursuant to the provisions of Section 29-4-731 of the Act, the Authority has included in the Indenture the pledge and agreement of the State of Colorado that the State of Colorado will not limit or alter the rights vested by the Act in the Authority to fulfill the terms of any agreements made with Bondholders, or in any way impair the rights and remedies of such Owners until the Series 2016-V Bonds, together with the interest thereon and all costs and expenses in connection with any action or proceedings by or on behalf of such Owners, are fully met and discharged.

MISCELLANEOUS

This Official Statement speaks only as of its date, and the information contained herein is subject to change. All quotations from, and summaries and explanations of the statutes, regulations and documents contained herein do not purport to be complete and reference is made to said laws, regulations and documents for full and complete statements of their provisions. Copies, in reasonable quantity, of such laws, regulations and documents may be obtained, during the offering period, upon request to the Authority and upon payment to the Authority of a charge for copying, mailing and handling, at 1981 Blake Street, Denver, Colorado 80202, Attention: Director of Finance.

The distribution of this Official Statement has been duly authorized by the Authority. Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as an agreement or contract between the Authority and the purchasers or owners of any Series 2016-V Bonds.

COLORADO HOUSING AND FINANCE AUTHORITY

By: /s/ Patricia Hippe
Chief Financial Officer

APPENDIX A

**Certain Information Regarding the 2016-V Loans
as of November 30, 2016**

Loan Name	No. of Units	Origination Date	Original Principal Balance	Balance as of Cut Off Date	Principal Start Date	Final Maturity Date	Original Term (months)	Remaining Term (months)	Amortization Term (months)	Interest Rate	Placed In Service Date	Current DSCR	Current LTV ⁽¹⁾	Principal & Interest Payment	Loan Lockout Expiration Date	Section 42 Compliance Expiration Date ⁽²⁾	Section 8 Expiration Date ⁽³⁾	Number of Section 8 units	Extended Use Expiration Date ⁽⁴⁾	Mortgage Insurance Premium	Annual Servicing Fee ⁽⁵⁾
Arveda House	88	10/15/2004	\$4,000,000	\$3,619,427	12/1/2004	11/1/2044	480	336	480	6.500%	12/1/2005	1.61	48%	\$23,418.27	12/1/2019	12/31/2020	9/14/2025	88	12/31/2035	0.25%	0.50%
Aurora Village	100	9/29/2003	4,700,000	3,639,934	11/1/2003	10/1/2033	360	203	360	6.400	12/20/2002	1.33	49	29,398.78	11/1/2018	12/31/2017	10/12/2023	100	12/31/2032	0.25	0.50
Durango Housing	97	10/11/2005	3,700,000	3,224,299	11/1/2005	10/1/2040	420	287	420	6.100	8/30/2006	1.39	48	21,346.08	11/1/2020	12/31/2021	5/31/2026	97	12/31/2036	0.25	0.50
Garden Village Apartments	91	5/30/2002	2,112,800	1,582,450	8/1/2002	7/1/2032	360	188	360	3.500	12/31/2002	1.24	45	10,946.85	8/1/2017	12/31/2017	6/14/2022	91	12/31/2032	0.25	0.50
Kings Point	50	12/22/2003	2,300,000	1,770,775	2/1/2004	1/1/2034	360	206	360	6.000	9/3/2003	1.52	47	13,789.66	2/1/2019	12/31/2018	6/23/2023	50	12/31/2033	0.25	0.50
Oso Ridge Apartments ⁽⁶⁾	114	9/30/2005	3,659,040	3,337,874	11/1/2005	10/1/2045	480	347	480	6.350	1/21/2005	1.16	46	21,032.31	11/1/2020	12/31/2020	N/A	0	12/31/2035	0.25	0.50
Residences At Willow Park	68	12/17/2002	4,200,000	3,491,165	2/1/2003	1/1/2038	420	254	420	6.450	1/1/2003	1.09	67	25,230.40	2/1/2018	12/31/2018	11/1/2034	68	12/31/2033	0.25	0.50
Rio Grande	69	10/11/1996	4,475,000	2,474,406	12/1/1996	11/1/2026	360	120	360	6.000	6/28/1996	1.15	29	27,470.99	4/1/2015	12/31/2011	N/A	0	12/31/2026	0.25	0.50
Sable Ridge Senior Apartments	61	3/3/2004	3,942,000	3,527,666	5/1/2004	4/1/2044	480	329	480	6.350	9/26/2003	1.17	58	22,658.77	5/1/2019	12/31/2018	N/A	0	12/31/2033	0.25	0.50
Sheridan Ridge Townhomes	65	1/2/2002	6,750,000	6,082,990	2/1/2004	1/1/2043	468	314	468	6.800	4/30/2003	0.84	79	40,969.67	2/1/2019	12/31/2018	N/A	0	12/31/2033	0.25	0.50
Truscott Affordable Housing	87	5/1/2003	5,650,000	5,015,113	7/1/2003	6/1/2043	480	319	480	6.500	10/22/2002	1.21	53	33,078.31	7/1/2013	12/31/2017	N/A	0	12/31/2032	0.25	0.50
University Plaza	34	10/11/2004	1,170,000	931,065	12/1/2004	11/1/2034	360	216	360	6.200	9/1/2003	1.22	53	7,165.89	12/1/2019	12/31/2018	10/1/2023	34	12/31/2033	0.25	0.50
Village At Hampden Town Center ⁽⁶⁾	132	5/19/2005	5,776,841	5,253,948	7/1/2005	6/1/2045	480	343	480	6.400	2/16/2005	1.09	66	33,410.22	6/1/2020	12/31/2020	N/A	0	12/31/2035	0.25	N/A
Weighted Average	1056	8/7/2003	\$52,435,681	\$43,951,113	12/30/2003	8/23/2040	441	286	441	6.302%	9/3/2003	1.19	56%	\$309,916.20	8/8/2018	2/23/2019	N/A	N/A	2/23/2034	0.25%	0.50%

(1) Current Servicer Estimate.
(2) Beginning with the 1st taxable year after the building is placed in service and extending for a period of 15 taxable years thereafter.
(3) Beginning with the Contract Renewal Date and extending for a period of 20 years thereafter.
(4) Beginning with the 1st taxable year after the building is placed in service and extending for a period of 30 taxable years thereafter.
(5) Village at Hampden Town Center has no stated servicing fee.
(6) Certain portions of Loans were financed with bonds allocated to different bond series. The Loans represented herein are the pro-rata portion of the loans payable to the Authority as the 2016-V Loans.

(THIS PAGE INTENTIONALLY LEFT BLANK)

APPENDIX B

Form of the Indenture

The forms of the Master Indenture and the 2016-V Series Indenture are attached hereto.

(THIS PAGE INTENTIONALLY LEFT BLANK)

2016-V SERIES INDENTURE

between

COLORADO HOUSING AND FINANCE AUTHORITY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

DATED AS OF DECEMBER 1, 2016

securing

Federally Taxable
Federally Insured Multi-Family Housing Loan Program
Pass-Through Revenue Bonds, Series 2016-V

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I AUTHORITY AND DEFINITIONS.....	2
Section 1.1 Authority.....	2
Section 1.2 Definitions.....	2
ARTICLE II AUTHORIZATION AND ISSUANCE OF SERIES 2016-V BONDS	4
Section 2.1 Authorization of Series 2016-V Bonds; Principal Amounts, Maturity, Designation and Series.....	4
Section 2.2 Denominations, Medium, Method and Place of Payment, Dating and Numbering.	4
Section 2.3 Forms of Bonds and Certificates of Authentication.	5
Section 2.4 Execution of Series 2016-V Bonds.	5
Section 2.5 Purposes.....	5
Section 2.6 Supplemental Public Securities Act Provisions.....	5
ARTICLE III REDEMPTION OF THE SERIES 2016-V BONDS	6
Section 3.1 Mandatory Redemption.	6
Section 3.2 Special Optional Redemption.	6
Section 3.3 Selection of Bonds for Redemption.....	6
Section 3.4 Notice of Redemption.....	6
Section 3.5 Purchase in Lieu of Redemption.	6
ARTICLE IV APPLICATION OF BOND PROCEEDS AND OTHER ASSETS	7
Section 4.1 Proceeds of the Series 2016-V Bonds.	7
Section 4.2 Application of Other Moneys.	7
Section 4.3 No Additional Authority Contribution.	7
ARTICLE V ESTABLISHMENT OF CERTAIN SUBACCOUNTS; LIMITATIONS ON EXPENSES	8
Section 5.1 Establishment of Subaccounts.....	8
Section 5.2 Series 2016-V Subaccount of the Acquisition Account.	8
Section 5.3 Limitation on Payment of Fiduciary and Administrative Expenses.....	8
ARTICLE VI ADDITIONAL COVENANTS	9
Section 6.1 Loan Payments.	9
Section 6.2 Defeasance.....	9
Section 6.3 Servicing Fees.	9
Section 6.4 Loan Information Reporting.	9
Section 6.5 Trustee Reports.....	10
Section 6.6 Amendment of 2016-V Loans.	10
Section 6.7 No Sale or Assignment of 2016-V Loan.	10
Section 6.8 Government Insurance.....	11
ARTICLE VII MISCELLANEOUS.....	12
Section 7.1 Severability and Invalid Provisions.	12
Section 7.2 Table of Contents and Section Headings Not Controlling.	12
Section 7.3 Counterparts; Electronic Transactions.....	12
Section 7.4 Effective Date; Execution and Delivery.	12
EXHIBIT A FORM OF SERIES 2016-V BONDS.....	A-1
EXHIBIT B LOANS ALLOCABLE TO THE SERIES 2016-V BONDS.	B-1

This 2016-V Series Indenture, dated as of December 1, 2016 (this “Series Indenture”), between the Colorado Housing and Finance Authority (the “Authority”), a body corporate and political subdivision of the State of Colorado, and The Bank of New York Mellon Trust Company, N.A., a national banking association, duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with a corporate trust office located in San Francisco, California, as trustee (the “Trustee”).

W I T N E S S E T H :

WHEREAS, the Authority has entered into a Master Indenture of Trust, dated as of June 1, 2013 (as amended, the “Master Indenture”) with the Trustee, for the purposes set forth therein; and

WHEREAS, the Master Indenture authorizes the Authority to issue Bonds (as defined therein) pursuant to the Master Indenture and one or more Series Indentures; and

WHEREAS, this Series Indenture is supplemental to, and is entered into in accordance with, the Master Indenture; and

WHEREAS, the Authority has determined to authorize the issuance of its Bonds hereunder, to be designated Federally Taxable Federally Insured Multi-Family Housing Loan Program Pass-Through Revenue Bonds, Series 2016-V (the “Series 2016-V Bonds”); and

WHEREAS, the execution and delivery of this Series Indenture has been in all respects duly and validly authorized by a resolution duly adopted by the Authority; and

WHEREAS, all things necessary to make the Series 2016-V Bonds, when executed by the Authority and authenticated by the Bond Registrar, valid and binding legal obligations of the Authority and to make this Series Indenture a valid and binding agreement have been done.

NOW THEREFORE, THIS 2016-V SERIES INDENTURE WITNESSETH:

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.1 Authority. This Series Indenture is executed and delivered pursuant to the authority contained in the Act, Section 8.1(e) of the Master Indenture and the Supplemental Public Securities Act, Part 2 of Article 57 of Title 11, Colorado Revised Statutes.

Section 1.2 Definitions. All terms which are defined in Section 1.1 of the Master Indenture shall have the same meanings, respectively, in this Series Indenture, and, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“2016-V Loans” means the Loans transferred to the Series 2016-V subaccount of the Acquisition Account in connection with the refunding of the Refunded Bonds, as identified in Exhibit B hereto.

“Authorized Denominations” means \$1.00 or any integral multiple thereof.

“Closing Date” means the date of initial issuance and delivery of the Series 2016-V Bonds.

“Debt Service Reserve Fund Requirement” with respect to the Series 2016-V Bonds, means, as of any date of calculation, an amount equal to one-half of the maximum principal and interest payment due in any calendar year, based on the receipt of scheduled Loan Repayments on the 2016-V Loans. The Debt Service Reserve Fund Requirement may be satisfied in whole or in part by the available amount of a Loan Payment Enhancement Facility with respect to such Series 2016-V Bonds upon receipt of a Confirmation from the Rating Agency that funding the Debt Service Reserve Fund Requirement in whole or in part with such Loan Payment Enhancement Facility will not, in and of itself, impair, or cause the Series 2016-V Bonds to fail to retain, the then existing rating assigned to the Series 2016-V Bonds by the Rating Agency.

“HUD” means the U.S. Department of Housing and Urban Development.

“Interest Payment Date” the first day of each month, commencing January 1, 2017.

“MSRB” means Municipal Securities Rulemaking Board, the current required method of filing of which is electronically via its Electronic Municipal Market Access (EMMA) system available on the internet at <http://emma.msrb.org>.

“Rating Agency” means Moody’s Investors Service, Inc.

“Record Date” means, with respect to each Bond Payment Date, the Bond Registrar’s close of business on the fifteenth day of the month immediately preceding such Bond Payment Date or, if such date is not a Business Day, the next preceding day which is a Business Day.

“Refunded Bonds” means the following principal amounts of the following Multi-Family/Project Bonds issued under the Master Indenture of Trust dated May 1, 2000, as amended, between the Authority and Wells Fargo Bank, National Association, as trustee:

<u>Bonds</u>	<u>Principal Amount</u>
2002 Series C-2 (Class I)	\$ 4,975,000
2002 Series C-4 (Class I)	7,455,000
2004 Series A-1 (Class I)	22,480,000
2005 Series A-1 (Class I)	4,200,000
2005 Series A-3 (Class II)	1,610,000
2005 Series B-1 (Class I)	3,225,000

“Series 2016-V Bonds” means the Colorado Housing and Finance Authority Federally Taxable Federally Insured Multi-Family Housing Loan Program Pass-Through Revenue Bonds, Series 2016-V authorized by, and at any time Outstanding pursuant to, the Indenture.

“Special Authority Fee” means the amount set forth in Section 4.2(e) and Section 6.1(d) hereof.

(End of Article I)

ARTICLE II

AUTHORIZATION AND ISSUANCE OF SERIES 2016-V BONDS

Section 2.1 Authorization of Series 2016-V Bonds; Principal Amounts, Maturity, Designation and Series. (a) A Series of Bonds to be issued under this Series Indenture in order to obtain moneys to carry out the purposes of the Indenture is hereby created. Such Series 2016-V Bonds shall consist of a single subseries, designated as the “Colorado Housing and Finance Authority Federally Taxable Federally Insured Multi-Family Housing Loan Program Pass-Through Revenue Bonds, Series 2016-V.”

(b) The Aggregate Principal Amount of Series 2016-V Bonds which may be issued and Outstanding under the Indenture shall not exceed \$43,951,112. The Series 2016-V Bonds shall be issued only in fully registered form, without coupons.

(c) The Series 2016-V Bonds shall mature on November 1, 2045, and shall bear interest from the Closing Date until paid or duly called for redemption at an interest rate of 3.40% per annum.

(d) The 2016 Series-V Bonds are hereby designated as a Stand-Alone Series.

Section 2.2 Denominations, Medium, Method and Place of Payment, Dating and Numbering.

(a) Each Series 2016-V Bond shall bear interest from the Interest Payment Date next preceding the date of authentication of such Bond, unless such Bond is authenticated on an Interest Payment Date, in which event such Bond shall bear interest from such Interest Payment Date, or unless such Bond is authenticated prior to the first Interest Payment Date, in which event such Bond shall bear interest from the Closing Date, or unless interest on such Bond shall be in default, in which event such Bond shall bear interest from the date to which interest has been paid in full or unless no interest shall have been paid on the Series 2016-V Bonds, in which event such Bond shall bear interest from the Closing Date.

(b) The Series 2016-V Bonds shall be issued only in the form of fully registered Bonds in Authorized Denominations.

(c) The principal of and interest on the Series 2016-V Bonds shall be payable in lawful money of the United States of America. The interest on each Series 2016-V Bond shall be paid by the Paying Agent on the Interest Payment Dates by check or draft mailed by the Paying Agent to the Person whose name appears on the registration records kept by the Bond Registrar as the registered owner thereof on the applicable Record Date at their addresses as they appear on the applicable Record Date in the registration records, except that in the case of an Owner of \$1,000,000 or more in Aggregate Principal Amount of Series 2016-V Bonds, upon the written request of such Owner to the Paying Agent, specifying the account or accounts to which such payment shall be made, payment of interest shall be made by wire transfer of immediately available funds on the Interest Payment Date following such Record Date. Any such request shall remain in effect until revoked or revised by such Owner by an instrument in writing delivered to the Paying Agent. The principal of each Bond shall be payable on the Bond Payment Date, upon surrender thereof at the designated corporate trust operations or agency office of the Paying Agent.

(d) The Series 2016-V Bonds shall be dated the Closing Date and shall bear interest until the entire Aggregate Principal Amount of the Series 2016-V Bonds has been paid. Interest on the Series 2016-V Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

(e) Unless the Authority shall otherwise direct, the Series 2016-V Bonds shall be numbered separately from 1 upward preceded by the legend RV- prefixed to the number.

Section 2.3 Forms of Bonds and Certificates of Authentication. The form of the Series 2016-V Bonds, including the Bond Registrar's Certificate of Authentication thereon, shall be substantially as set forth in Exhibit A to this Series Indenture. Any Series 2016-V Bond may contain or have endorsed thereon such provisions, specifications and descriptive words and such opinions and certifications not inconsistent with the provisions of the Master Indenture and this Series Indenture as may be necessary or desirable, as determined by an Authorized Officer prior to their authentication and delivery.

Section 2.4 Execution of Series 2016-V Bonds. The Chair, the Chair pro tem and the Executive Director of the Authority and each of them is hereby authorized and directed to execute the Series 2016-V Bonds, and the Secretary/Treasurer, Executive Director or other officer named in this Section 2.4 (other than the officer executing the Series 2016-V Bonds) is hereby authorized and directed to attest the seal of the Authority impressed or imprinted thereon, all in the manner prescribed in Section 2.8 of the Master Indenture.

Section 2.5 Purposes. The Series 2016-V Bonds are authorized to provide moneys (i) for the purpose of refunding, together with other moneys legally available therefor, the Refunded Bonds, and (ii) to fund the Debt Service Reserve Fund Requirement.

Section 2.6 Supplemental Public Securities Act Provisions. Pursuant to the resolution of the Authority authorizing the issuance of the Bonds, the Authority has elected to apply Sections 11-57-205, 11-57-207 (other than Section 11-57-207(1)(a)), 11-57-208, 11-57-209, 11 57-210, 11-57-211, 11-57-212 and 11-57-214 of the Supplemental Public Securities Act, being Part 2 of Article 57 of Title 11, Colorado Revised Statutes (the "Supplemental Act") to the Series 2016-V Bonds. Pursuant to said Section 11-57-210, each Series 2016-V Bond shall recite that it is issued under the authority of such resolution and the Supplemental Act and that it is the intention of the Authority that such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Series 2016-V Bonds after their delivery for value. Pursuant to said Section 11-57-208, the assets pledged under the Indenture for the payment of the Series 2016-V Bonds, as received by or otherwise credited to the Authority, shall immediately be subject to the lien of such pledge without any physical delivery, filing or further act. The lien of such pledge and the obligation to perform the contractual provisions made in such resolution and the Indenture shall have priority over any or all other obligations and liabilities of the Authority. The lien of such pledge shall be valid, binding and enforceable as against all persons having claims of any kind in tort, contract or otherwise against the Authority irrespective of whether such persons have notice of such lien.

(End of Article II)

ARTICLE III

REDEMPTION OF THE SERIES 2016-V BONDS

Section 3.1 Mandatory Redemption. Except as provided in the following sentence, the Series 2016-V Bonds are subject to mandatory redemption in whole or in part, on each Interest Payment Date, at a Redemption Price equal to 100% of the Aggregate Principal Amount of the Series 2016-V Bonds to be redeemed, without premium, in an amount equal to all principal of Prepayments and Loan Repayments related to the 2016-V Loans, including amounts paid pursuant to any applicable Loan Payment Enhancement Facility, received by or on behalf of the Authority on or before the 20th day of the calendar month immediately preceding such Interest Payment Date, as such amount is transferred from the Series 2016-V subaccount of the Revenue Fund to the Series 2016-V subaccount of the Special Redemption Fund pursuant to Section 6.1(b) hereof. To the extent that Series 2016-V Bonds have been redeemed from amounts received pursuant to any Loan Payment Enhancement Facility with respect to Loan Repayments related to any 2016-V Loan, amounts subsequently received from HUD pursuant to an insurance claim with respect to such 2016-V Loan shall be used to repay such Loan Payment Enhancement Facility rather than to redeem 2016-V Bonds pursuant to this Section 3.1.

Section 3.2 Special Optional Redemption. The Series 2016-V Bonds are subject to special optional redemption in whole on any Interest Payment Date on and after the date on which the Outstanding principal amount of the Series 2016-V Bonds is less than 10% of the original principal amount thereof, at a Redemption Price equal to 100% of the principal amount thereof, without premium.

Section 3.3 Selection of Bonds for Redemption. If the Series 2016-V Bonds are to be redeemed in part pursuant to Section 3.1 hereof, each of the Series 2016-V Bonds then Outstanding shall be redeemed in part, pro rata, in proportion to the Outstanding principal amount of each such Series 2016-V Bond to the aggregate Outstanding principal amount of all Outstanding Series 2016-V Bonds, notwithstanding any provisions of the Master Indenture to the contrary. To effect this pro rata redemption while the Series 2016-V Bonds are held in the book-entry-only system, such mandatory redemption is to be made as a “Pro-Rata Pass-Through Distribution of Principal” by the Securities Depository.

Section 3.4 Notice of Redemption. Notice of redemption pursuant to Section 3.2 hereof shall be given as provided in this Article III upon notice as provided in Section 3.2 of the Master Indenture and to the MSRB. Notwithstanding Section 3.2 of the Master Indenture, no notice of mandatory redemption pursuant to Section 3.1 hereof shall be required.

Section 3.5 Purchase in Lieu of Redemption. The Authority shall not exercise its authority pursuant to Section 3.6 of the Master Indenture to purchase Series 2016-V Bonds in lieu of mandatory redemption pursuant Section 3.1 hereof.

(End of Article III)

ARTICLE IV

APPLICATION OF BOND PROCEEDS AND OTHER ASSETS

Section 4.1 Proceeds of the Series 2016-V Bonds. The proceeds of the sale and delivery of the Series 2016-V Bonds shall be applied as follows on the Closing Date:

- (a) To the Series 2016-V subaccount of the Revenue Fund, \$6,112.00; and
- (b) To Wells Fargo Bank, National Association, as Escrow Agent (the “Escrow Agent”) under the Escrow Agreement dated the Closing Date (the “Escrow Agreement”) between the Authority and the Escrow Agent, for credit to the special trust account therein created and designated as the “Escrow Account,” the remainder of the proceeds of the sale and delivery of the Series 2016-V Bonds, being an amount sufficient, together with other amounts legally available therefor but without any reinvestment thereof, to pay the principal and interest due on the Refunded Bonds as the same become due upon the date of redemption thereof as provided in the Escrow Agreement.
- (c) Immediately upon the deposit to the Escrow Account pursuant to clause (b) above on the Closing Date, the Trustee shall transfer the 2016-V Loans to the Series 2016-V subaccount of the Acquisition Account.

Section 4.2 Application of Other Moneys. Simultaneously with the delivery of the Series 2016-V Bonds on the Closing Date:

- (a) \$1,011,355.00 par amount of the investment bearing CUSIP number 3133XXP50 (4.125% FHLB Bond) held in the 2004 Series A subaccount of the Debt Service Reserve Fund shall be transferred to the Series 2016-V subaccount of the Debt Service Reserve Fund;
- (b) \$375,016.00 held in the 2005 Series A Subaccount of the Loan Recycling Account shall be deposited into the Series 2016-V subaccount of the Debt Service Reserve Fund;
- (c) \$620,000.00 held in the 2005 Series A Subaccount of the Loan Recycling Account shall be deposited into the Series 2016-V subaccount of the Cost of Issuance Account;
- (d) the 2016-V Loans shall be transferred to the credit of the Series 2016-V subaccount of the Acquisition Account; and
- (e) the principal of any Loan Repayments on the 2016-V Loans scheduled to be paid in December, 2016 received prior to the Closing Date shall be deposited into the Series 2016-V subaccount of the Special Redemption Fund, and the interest on any such Loan Repayments shall be deposited into the Series 2016-V subaccount of the Revenue Fund, to be used to redeem Series 2016-V Bonds on January 1, 2017 at a Redemption Price equal to 100% of the Aggregate Principal Amount of the Series 2016-V Bonds to be redeemed, without premium. Any portion of such interest not needed to pay the Redemption Price of such 2016-V Bonds shall be paid to the Authority as the Special Authority Fee.

Section 4.3 No Additional Authority Contribution. Other than as provided in Section 4.2 hereof, the Authority shall make no contribution of funds to the Trustee in connection with the delivery of the Series 2016-V Bonds.

(End of Article IV)

ARTICLE V

ESTABLISHMENT OF CERTAIN SUBACCOUNTS; LIMITATIONS ON EXPENSES

Section 5.1 Establishment of Subaccounts. The following subaccounts are hereby created and established as special trust funds within the Funds and Accounts created and established pursuant to the Master Indenture:

- (a) the Series 2016-V subaccount of the Acquisition Account;
- (b) the Series 2016-V subaccount of the Cost of Issuance Account;
- (c) the Series 2016-V subaccount of the Revenue Fund;
- (d) the Series 2016-V subaccount of the Debt Service Reserve Fund;
- (e) the Series 2016-V subaccount of the Debt Service Fund; and
- (f) the Series 2016-V subaccount of the Special Redemption Fund.

Section 5.2 Series 2016-V Subaccount of the Acquisition Account. Upon the payment of the Refunded Bonds, the 2016-V Loans shall be transferred to the Series 2016-V subaccount of the Acquisition Account.

Section 5.3 Limitation on Payment of Fiduciary and Administrative Expenses.

(a) Fiduciary Expenses which may be paid from the Series 2016-V subaccount of the Revenue Fund pursuant to Section 4.5(c)(i)(H) or (I) of the Master Indenture may not exceed the maximum amount consistent with the most recent Cash Flow Statement.

(b) Administrative Expenses and Fiduciary Expenses which may be paid from the Series 2016-V subaccount of the Revenue Fund pursuant to Section 4.5(c)(i)(J) or (K) of the Master Indenture may not exceed the maximum amount consistent with the most recent Cash Flow Statement.

(c) Except as provided in Section 6.1(c) hereof, the Authority shall not pay Administrative Expenses or Fiduciary Expenses from the Series 2016-V subaccount of the Revenue Fund pursuant to Section 4.5(c)(i) (I) or (K) of the Master Indenture.

(End of Article V)

ARTICLE VI
ADDITIONAL COVENANTS

Section 6.1 Loan Payments.

(a) The Trustee shall promptly deposit in the Series 2016-V subaccount of the Revenue Fund all Prepayments and Loan Repayments allocable to the 2016-V Loans received on and after the Closing Date.

(b) On the Business Day prior to each Interest Payment Date, the Trustee shall transfer, pursuant to Section 4.5(c)(i)(D) of the Master Indenture, (i) amounts received as interest on the 2016-V Loans on or before the 20th day of the calendar month immediately preceding such Interest Payment Date in the Series 2016-V subaccount of the Revenue Fund to the Series 2016-V subaccount of the Debt Service Fund to be applied to the payment of interest on the Series 2016-V Bonds on such Interest Payment Date, and (ii) amounts received as principal of such Prepayments and Loan Repayments on or before the 20th day of the calendar month immediately preceding such Interest Payment Date in the Series 2016-V subaccount of the Revenue Fund to the Series 2016-V subaccount of the Special Redemption Fund to be applied to the payment of principal of the Series 2016-V Bonds upon the mandatory redemption thereof pursuant to Section 3.1 hereof and to pay the principal of the Series 2016-IV Bonds upon the maturity thereof.

(c) After the transfers required by subsection (b) of this Section 6.1, on the Business Day prior to each Interest Payment Date, the Trustee shall transfer remaining amounts received as interest on the 2016-V Loans on or before the 20th day of the calendar month immediately preceding such Interest Payment Date in the Series 2016-V subaccount of the Revenue Fund toward the making of payments required by Section 4.5(c)(i)(F), (H) and (J) of the Master Indenture, other than the Special Authority Fee.

(d) After the transfers required by subsections (b) and (c) of this Section 6.1, on the Business Day prior to each Interest Payment Date, the Trustee shall pay remaining amounts received as interest on the 2016-V Loans on or before the 20th day of the calendar month immediately preceding such Interest Payment Date in the Series 2016-V subaccount of the Revenue Fund to the Authority as the Special Authority Fee, subject to reduction at the option of the Authority. The Special Authority Fee shall for all purposes of this Series Indenture be considered as an Administrative Expense related to the Series 2016-V Bonds payable in accordance with Section 4.5(c)(i)(J) of the Master Indenture.

Section 6.2 Defeasance. The Series 2016-V Bonds shall be subject to defeasance pursuant to Section 10.2 of the Master Indenture or economic defeasance, upon written direction by the Authority to the Trustee, only on and after the date on which the Outstanding principal amount of the Series 2016-V Bonds is less than 10% of the original principal amount thereof, to the earliest practicable redemption date (after giving effect to the notice requirements of Section 3.4 hereof).

Section 6.3 Servicing Fees. Servicing Fees with respect to the 2016-V Loans shall not exceed 1.00% per annum of the principal balance of such Loans being serviced, unless the most recently filed Related Cash Flow Statement takes into account higher servicing fees.

Section 6.4 Loan Information Reporting.

(a) The Authority shall provide to the MSRB the following information with respect to each of the 2016-V Loans on a monthly basis: (i) the current and remaining loan terms, (ii) the performing or non-performing status of the loan, (iii) the current loan balance, (iv) the replacement reserve balance, (v) the principal and interest paid and remaining and (vi) the vacancy status (with one month lag). The Authority shall also file with the MSRB the annual financial statements for each Housing Facility financed by a 2016-V Loan upon receipt of such statements from the respective Borrower.

(b) If the Authority shall fail to comply with subsection (a) of this Section 6.4, then an Owner of the Series 2016-V Bonds may enforce, for the equal benefit and protection of all Owners of the Series 2016-V Bonds, by mandamus or other suit or proceeding at law or in equity, such obligations against the Authority, and may compel the Authority to perform and carry out its obligations thereunder; provided that the sole and exclusive remedy for breach of such obligations shall be an action to compel specific performance of such obligations and no Owner of the 2016-V Bonds or any other Person shall be entitled to recover monetary damages hereunder under any circumstances, and, provided further, that any challenge to the adequacy of any information provided pursuant to subsection (a) of this Section 6.4 shall be brought only by the Owners of not less than 25% in aggregate principal amount of the Series 2016-V Bonds at the time Outstanding. Failure to comply with the provisions of subsection (a) of this Section 6.4 shall not constitute an Event of Default under Section 6.1 of the Master Indenture.

Section 6.5 Trustee Reports. The Trustee shall, on or before the 20th day of each month, file with the Authority a statement setting forth with respect to the preceding calendar month:

(a) the amount withdrawn or transferred and the amount deposited within or on account of each subaccount created by Section 5.1 of this Series Indenture, including the amount of interest income earned on amounts in each such subaccount and deposited therein;

(b) the amount on deposit at the end of such month to the credit of each such subaccount;

(c) a brief description of all obligations held as an investment of moneys in each such subaccount;

(d) the amount applied to the redemption of the Series 2016-V Bonds and a description of the Series 2016-V Bonds or portions thereof so redeemed; and

(e) any other information which the Authority may reasonably request.

No monthly statement for any such subaccount need to rendered if no activity occurred in that subaccount during such month.

Section 6.6 Amendment of 2016-V Loans. Notwithstanding the provisions of Section 5.10 of the Master Indenture, (a) the Authority shall not consent or agree to or permit any amendment or modification of the financial terms of any 2016-V Loan if as a result of such amendment or modification, together with any previous amendment or modification of the financial terms of a 2016-V Loan, the reduction of scheduled interest payments on all 2016-V Loans in each month is greater than the Special Authority Fee and (b) the Authority shall not consent or agree to or permit any modification of the final maturity date of any 2016-V Loan.

Section 6.7 No Sale or Assignment of 2016-V Loan. Notwithstanding the provisions of the Master Indenture to the contrary, the Authority shall not sell, assign, endorse or otherwise dispose of any of the 2016-V Loan, except as provided pursuant to Government insurance.

Section 6.8 Government Insurance.

(a) To the extent permitted by law, including applicable HUD regulations, while the Series 2016-V Bonds are Outstanding, the Authority agrees to name the Trustee as payee with respect to any claims for Government insurance proceeds relating to any of the 2016-V Loans or to otherwise provide that such proceeds are delivered to the Trustee for deposit under the Indenture.

(b) Notwithstanding the provisions of Section 5.8 of the Master Indenture, in the event of a default on any of the 2016-V Loans, the Authority shall file a claim under Government insurance pursuant to the terms of such Government insurance, the proceeds of which shall be used to redeem the Series 2016-V Bonds pursuant to Section 3.2 hereof.

(End of Article VI)

ARTICLE VII
MISCELLANEOUS

Section 7.1 Severability and Invalid Provisions. If any one or more of the covenants or agreements provided in this Series Indenture on the part of the Authority to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Series Indenture.

Section 7.2 Table of Contents and Section Headings Not Controlling. The Table of Contents and the headings of the several Articles and Sections of this Series Indenture have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Series Indenture.

Section 7.3 Counterparts; Electronic Transactions. This Series Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. In addition, the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7.4 Effective Date; Execution and Delivery. This Series Indenture shall become effective upon its execution and delivery by the Authority and the Trustee.

(End of Article VII)

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Series Indenture to be duly executed as of the day and year first above written.

COLORADO HOUSING AND FINANCE
AUTHORITY

By: _____
Chief Financial Officer

Attest:

By: _____
Assistant Secretary

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: _____
Watson T. Barger, Vice President

EXHIBIT A

(FORM OF SERIES 2016-V BOND)

No. RV- _____

\$ _____

COLORADO HOUSING AND FINANCE AUTHORITY
FEDERALLY TAXABLE
FEDERALLY INSURED MULTI-FAMILY HOUSING LOAN PROGRAM
PASS-THROUGH REVENUE BONDS, SERIES 2016-V

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Authority or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

INTEREST ON THIS BOND IS NOT EXCLUDED FROM GROSS INCOME
FOR FEDERAL INCOME TAX PURPOSES

<u>DATE OF ORIGINAL ISSUE</u>	<u>MATURITY DATE</u>	<u>CUSIP</u>	<u>INTEREST RATE</u>
December 14, 2016	November 1, 2045	19647P ____	3.40%

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Colorado Housing and Finance Authority (the “Authority”), a body corporate and political subdivision of the State of Colorado (the “State”), created and existing by virtue of the laws of the State, particularly the Colorado Housing and Finance Authority Act, constituting Part 7 of Article 4 of Title 29 of the Colorado Revised Statutes, as amended (the “Act”), for value received hereby promises to pay (but only from the funds, accounts and other security provided therefor) to the Registered Owner specified above, or to such Registered Owner’s registered assigns or personal representatives, the Principal Amount specified above on the Maturity Date specified above, unless this Bond is redeemed prior thereto as provided in the Indenture (as defined below), upon its presentation and surrender as provided under the Master Indenture of Trust dated as of June 1, 2013, as amended, between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”) and the 2016-V Series Indenture dated as of December 1, 2016, between the Authority and the Trustee (collectively, the “Indenture”), and to pay to the Registered Owner interest on such Principal Amount at the Interest Rate per annum above. Any term used herein as a defined term but not defined herein shall be defined as in the Indenture.

This Bond is one of a duly authorized issue of bonds of the Authority designated “Colorado Housing and Finance Authority Federally Taxable Federally Insured Multi-Family Housing Loan Program Pass-Through Revenue Bonds, Series 2016-V” (the “Bonds”), issued under and pursuant to the

Act, the Indenture and the Supplemental Public Securities Act, constituting Part 2 of Article 57 of Title 11, Colorado Revised Statutes. It is the intention of the Authority that this recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value and that all of the Bonds issued are incontestable for any cause whatsoever after their delivery for value. This Bond is secured solely by the pledge and lien of the Trust Estate in accordance with the terms and provisions of the Indenture. The Registered Owner hereof, by acceptance of this Bond, consents to all of the terms and conditions of the Indenture, a copy of which is on file with the Trustee.

THIS BOND, TOGETHER WITH THE INTEREST HEREON, IS A SPECIAL LIMITED OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY FROM, AND SECURED ONLY BY, THE REVENUES AND OTHER SECURITY PLEDGED THEREFOR UNDER THE INDENTURE, SUBJECT TO THE LIEN AND PLEDGE PRIORITY DISCUSSED ABOVE. IN NO EVENT SHALL THIS BOND CONSTITUTE AN OBLIGATION OR LIABILITY OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE AUTHORITY). THE AUTHORITY HAS NO TAXING POWER NOR DOES IT HAVE THE POWER TO PLEDGE THE GENERAL CREDIT OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF OTHER THAN THE AUTHORITY, OR TO PLEDGE THE TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE STATE SHALL NOT BE LIABLE FOR THIS BOND, AND THIS BOND SHALL NOT CONSTITUTE A DEBT OF THE STATE.

This Bond is transferable, as provided in the Indenture, only upon the records of the Authority kept for that purpose at the Corporate Trust Office of the Trustee by the Registered Owner hereof in person, or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new registered Bond or Bonds, and in the same maturity and aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Authority and the Trustee shall deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are issuable in the form of registered Bonds without coupons in the denominations of \$1.00 or any integral multiple thereof ("Authorized Denominations"). The owner of any Bonds may surrender the same at the above mentioned office of the Trustee, in exchange for an equal aggregate principal amount of Bonds of the same maturity of any of the Authorized Denominations, in the manner, subject to the conditions and upon the payment of the charges provided in the Indenture. Pursuant to Section 29-4-722 of the Act, Bonds issued under the Act shall be negotiable instruments under the laws of the State, subject only to applicable provisions for registration.

This Bond bears interest on the Principal Amount specified above, payable to the Registered Owner hereof on each Interest Payment Date (the first such date being January , 2017) until maturity or earlier redemption. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication of such Bond, unless such Bond is authenticated on an Interest Payment Date, in which event such Bond shall bear interest from such Interest Payment Date, or unless such Bond is authenticated prior to the first Interest Payment Date, in which event such Bond shall bear interest from its dated date, or unless interest on such Bond shall be in default, in which event such Bond shall bear interest from the date to which interest has been paid in full or unless no interest shall have been paid on the Bonds, as the case may be, in which event such Bond shall bear interest from its dated date. Interest on the Bonds shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

The principal or Redemption Price of and interest on the Bonds shall be payable in lawful money of the United States of America at the Corporate Trust Office of the Paying Agent in Denver, Colorado.

The Bonds are subject to mandatory and special optional redemption in the manner, at the prices, at the times and under the circumstances provided in the Indenture.

If any moneys held by the Trustee or Paying Agent in trust for the payment of interest on or principal of any Bonds remain unclaimed for a period of three years after the date on which such moneys were payable, the Trustee or Paying Agent will, upon written notice from the Authority, pay such amounts to the Authority, as provided in the Indenture. Thereafter, such Registered Owners must look to the Authority for payment of such moneys.

The Indenture provides that the occurrences of certain events constitute Events of Default. If certain Events of Default occur, the Trustee may, and upon the written request of the Registered Owners of a sufficient percentage in aggregate principal amount of Outstanding Bonds (as provided in the Indenture), give 30 days notice in writing to the Authority of its intention to declare all Outstanding Bonds immediately due and payable. At the end of such 30-day period, the Trustee may, and upon the written consent of the Owners of a sufficient percentage in aggregate principal amount of Outstanding Bonds (as provided in the Indenture), declare all Outstanding Bonds immediately due and payable. An Event of Default and its consequences may be waived as provided in the Indenture. Registered Owners may not enforce the Indenture or the Bonds except as provided in the Indenture.

The Act provides that neither the members of the Authority nor any authorized person executing bonds issued pursuant to the Act shall be personally liable for such bonds by reason of the execution or issuance thereof.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State and the Indenture to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Colorado Housing and Finance Authority has caused this Bond to be executed in its name by the manual or facsimile signature of its Chair and its corporate seal (or a facsimile thereof) to be impressed or imprinted hereon and attested by the manual or facsimile signature of its Executive Director.

COLORADO HOUSING AND FINANCE
AUTHORITY

By: _____

Chair

(SEAL)

Attest:

Executive Director

CERTIFICATE OF AUTHENTICATION

This Bond is one of the 2016-V Bonds described in the within-mentioned Indenture of the Colorado Housing and Finance Authority.

Date of Authentication: _____

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Trustee

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please insert social security or other identifying number of transferee)

_____ (Please
print or type name and address of transferee)

the within bond, and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ Attorney to transfer the within bond on

the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) should be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B

LOANS ALLOCABLE TO SERIES 2016-V BONDS

<u>MF/Project Bond Indenture</u>		<u>Outstanding</u>	<u>Participation</u>	
<u>Series</u>	<u>Loan Number</u>	<u>Balance</u>	<u>Percentage</u>	<u>Borrower Name</u>
MFP04A	322990	\$ 3,619,427.23	100.000%	Arvada House
MFP05B	324087	3,224,299.49	100.000%	Durango Housing
MFP Surplus Assets	317560	1,582,449.94	100.000%	Garden Village Apartments
MFP Surplus Assets	319442	5,015,113.47	100.000%	Truscott Affordable Housing
MFP05A	323758	3,337,874.16	46.200%	Osito Ridge Apartments (Bear Valley)
MFP05A	309492	2,474,405.60	100.000%	Rio Grande
MFP04A	321463	931,065.29	100.000%	University Plaza
MFP04A	321570	5,253,947.71	60.950%	Village At Hampden Town Center
MFP Surplus Assets	317156	6,082,989.73	100.000%	Sheridan Ridge Townhomes
MFP02C	320127	3,639,934.08	100.000%	Aurora Village
MFP02C	321596	1,770,775.48	100.000%	Kings Point
MFP02C	317164	3,491,165.14	100.000%	Residences At Willow Park
MFP02C	321612	3,527,665.66	100.000%	Sable Ridge Senior Apartments
		<u>43,951,112.98</u>		

(THIS PAGE INTENTIONALLY LEFT BLANK)

APPENDIX C

Form of Bond Counsel Opinion

December 14, 2016

Colorado Housing and Finance Authority
1981 Blake Street
Denver, Colorado 80202

Colorado Housing and Finance Authority Federally Taxable
Federally Insured Multi-Family Housing Loan Program
Pass-Through Revenue Bonds, Series 2016-V

Ladies and Gentlemen:

We have acted as bond counsel to the Colorado Housing and Finance Authority (the "Authority") in connection with the issuance of its Federally Taxable Federally Insured Multi-Family Housing Loan Program Pass-Through Revenue Bonds, Series 2016-V (the "Bonds") in the aggregate principal amount of \$43,951,112. In such capacity, we have examined the Authority's certified proceedings and such other documents and such law of the State of Colorado and of the United States of America as we have deemed necessary to render this opinion letter. The Bonds are authorized and issued pursuant to the Master Indenture of Trust dated as of June 1, 2013, as amended, as supplemented by the 2016-V Series Indenture dated as of December 1, 2016 (together, the "Indenture"), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). Capitalized terms used herein, unless parenthetically defined herein, have the meanings ascribed to them in the Indenture.

Regarding questions of fact material to our opinions, we have relied upon the Authority's certified proceedings and other representations and certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon such examination, it is our opinion as bond counsel that:

1. The Bonds constitute valid and binding special, limited obligations of the Authority, payable solely from the Revenues and other assets pledged thereto under the Indenture.
2. The Indenture has been duly authorized by the Authority, duly executed and delivered by authorized officials of the Authority, and, assuming due authorization, execution and delivery by the Trustee, constitutes a valid and binding obligation of the Authority enforceable in accordance with its terms.
3. Interest on the Bonds is included in gross income for federal income tax purposes.
4. The Bonds, their transfer and the income therefrom shall at all times be free from taxation by the State of Colorado under Colorado laws in effect as of the date hereof.

The opinions expressed in this opinion letter are subject to the following:

The obligations of the Authority incurred pursuant to the Bonds and the Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

In this opinion letter issued in our capacity as bond counsel, we are opining only upon those matters set forth herein, and we are not opining upon the accuracy, adequacy or completeness of the Official Statement or any other statements made in connection with any offer or sale of the Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Bonds, except those specifically addressed herein.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

APPENDIX D

Book-Entry System

The following information in this section regarding DTC and the book entry system is based solely on information provided by DTC. No representation is made by the Authority or the Underwriters as to the completeness or the accuracy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof. The Beneficial Owners of the Series 2016-V Bonds should confirm the following information with DTC or the DTC Participants.

The Depository Trust Company ("**DTC**"), New York, NY, will act as securities depository for the Series 2016-V Bonds. The Series 2016-V Bonds will be issued as fully-registered securities, registered in the name of Cede & Co., DTC's partnership nominee ("**Cede**") or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2016-V Bond certificate will be issued for the Series 2016-V Bonds, in the aggregate principal amount of the Series 2016-V Bonds, and will be deposited with DTC.

DTC, the world's largest securities 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 instruments from over 100 countries that DTC's participants (the "**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. 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**"). DTC has a Standard & Poor's rating of "AA+." 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. *The Authority, the Trustee, and the Underwriters undertake no responsibility for and make no representation as to the accuracy or the completeness of the content of such material contained on DTC's website as described in the preceding sentence including, but not limited to, updates of such information or links to other Internet sites accessed through the aforementioned website.*

Purchases of Series 2016-V Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2016-V Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2016-V Bond ("**Beneficial Owner**") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2016-V Bonds are to be accomplished by entries made on

the books of Direct or Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2016-V Bonds, except in the event that use of the book-entry system for the Series 2016-V Bonds is discontinued.

To facilitate subsequent transfers, all Series 2016-V Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2016-V 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 2016-V Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2016-V 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. Beneficial Owners of Series 2016-V Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2016-V Bonds, such as redemptions, defaults, and proposed amendments to the Series 2016-V Bond documents. For example, Beneficial Owners of Series 2016-V Bonds may wish to ascertain that the nominee holding the Series 2016-V Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of notices be provided directly to them.

As described in this Official Statement in "TERMS OF THE SERIES 2016-V BONDS – Prior Redemption – Mandatory Redemption," it is the intention that the allocations for mandatory redemption of the Series 2016-V Bonds be made by DTC on a pro rata basis in accordance with DTC's "Pro-Rata Pass-Through Distribution of Principal" rules and procedures. If DTC's operational arrangements do not allow for payment of the Series 2016-V Bonds on a pro-rata pass-through payment distribution of principal basis, then the Series 2016-V Bonds selected for payment will be made in accordance with DTC's procedures then in effect.

While the Series 2016-V Bonds are in the book-entry system, redemption notices will be sent to DTC. If less than all of the Series 2016-V Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the Series 2016-V Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2016-V Bonds, unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority 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 2016-V Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Series 2016-V 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 Authority or the Trustee, on a payment date in accordance with their respective holdings shown on DTC's records. Payments by Direct and Indirect 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 Direct and Indirect Participant and not of DTC, the Trustee, the Paying Agent or the Authority, subject to any statutory or

regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC), is the responsibility of the Trustee or the Authority, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

THE AUTHORITY, THE TRUSTEE, AND THE PAYING AGENT SHALL HAVE NO RESPONSIBILITY OR OBLIGATION WITH RESPECT TO THE ACCURACY OF THE RECORDS OF DTC, CEDE & CO. OR ANY DTC PARTICIPANT WITH RESPECT TO ANY OWNERSHIP INTEREST IN THE SERIES 2016-V BONDS, THE DELIVERY TO ANY DTC PARTICIPANT OR ANY INDIRECT PARTICIPANT OR ANY OTHER PERSON, OTHER THAN CEDE & CO., AS NOMINEE OF DTC, AS SHOWN ON THE BOND REGISTER, OF ANY NOTICE WITH RESPECT TO THE SERIES 2016-V BONDS, INCLUDING ANY NOTICE OF REDEMPTION, THE PAYMENT TO ANY DTC PARTICIPANT OR INDIRECT PARTICIPANT OR ANY OTHER PERSON, OTHER THAN CEDE & CO., AS NOMINEE OF DTC, AS SHOWN ON THE BOND REGISTER, OF ANY AMOUNT WITH RESPECT TO PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON, THE SERIES 2016-V BONDS OR ANY CONSENT GIVEN BY CEDE & CO., AS NOMINEE OF DTC. SO LONG AS CERTIFICATES FOR THE SERIES 2016-V BONDS ARE NOT ISSUED PURSUANT TO THE INDENTURE AND THE SERIES 2016-V BONDS ARE REGISTERED TO DTC, THE AUTHORITY, THE PAYING AGENT, AND THE TRUSTEE SHALL TREAT DTC OR ANY SUCCESSOR SECURITIES DEPOSITORY AS, AND DEEM DTC OR ANY SUCCESSOR SECURITIES DEPOSITORY TO BE, THE ABSOLUTE OWNER OF THE SERIES 2016-V BONDS FOR ALL PURPOSES WHATSOEVER, INCLUDING WITHOUT LIMITATION (1) THE PAYMENT OF PRINCIPAL AND INTEREST ON THE SERIES 2016-V BONDS, (2) GIVING NOTICE OF REDEMPTION AND OTHER MATTERS WITH RESPECT TO THE SERIES 2016-V BONDS, (3) REGISTERING TRANSFERS WITH RESPECT TO THE SERIES 2016-V BONDS AND (4) THE SELECTION OF SERIES 2016-V BONDS FOR REDEMPTION.

DTC may discontinue providing its services as depository with respect to the Series 2016-V Bonds at any time by giving reasonable notice to the Authority and the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2016-V Bond certificates are required to be printed and delivered. The Authority may decide to discontinue use of the system of book-entry transfer through DTC (or a successor securities depository). In that event, Series 2016-V Bond certificates will be printed and delivered to DTC.

According to DTC, the foregoing information with respect to DTC and DTC's book-entry system has been provided to the Industry for informational purposes only and is not intended to serve as a representation, warranty or contract modification of any kind.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources believed to be reliable, but neither the Authority nor the Underwriters take any responsibility for the accuracy thereof.

(THIS PAGE INTENTIONALLY LEFT BLANK)

APPENDIX E

FHA Risk-Share Program

There are various programs under which mortgage loans for families of low and moderate income may be insured by the Federal Housing Administration ("**FHA**"), including Section 221(d)(3) and 221(d)(4) of the National Housing Act of 1934, as amended, Section 223(f) pursuant to Section 207 of the National Housing Act and Section 542(c) of the Housing and Community Development Act of 1992, as amended, and the regulations promulgated thereunder (the "**FHA Risk-Share Program**"). The 2016-V Loans have been insured under the FHA Risk-Share Program, although Loans pledged in the future under the Master Indenture may be insured under other federal insurance programs meeting the requirements of the Master Indenture. The following is a brief description of the FHA Risk-Share Program.

General

Section 542(c) of the Housing and Community Development Act of 1992, as amended, and the regulations promulgated thereunder (the "**Risk-Share Act**"), authorizes the Secretary of the U.S. Department of Housing and Urban Development, acting through HUD to carry out a risk-sharing program with qualified state or local housing finance agencies ("**HFA**s"), including the Authority. Under the program, the Authority is authorized to underwrite mortgage loans on qualifying rental housing projects and HUD is authorized to provide full mortgage insurance ("**Risk-Share Insurance**") for such mortgage loans provided that the Authority agrees to share in the risk of loss due to default on the loans. HUD has promulgated regulations at 24 C.F.R. Part 266 (the "**Regulations**") pursuant to the Risk-Share Act. The Authority has been designated by HUD as a "qualified HFA" under the Risk-Share Act and has entered into a risk-sharing agreement (the "**Risk-Share Agreement**") with HUD. Pursuant to the Master Indenture, the Authority has covenanted to do all things necessary to enforce its rights under the Risk-Share Insurance and to receive payment of any claims thereon.

Under the program established by the Risk-Share Act, a participating HFA retains underwriting, loan management and property disposition functions and responsibility for defaulted loans. Following default under a mortgage loan subject to a HUD contract of mortgage insurance under the FHA Risk-Share Program, the participating HFA may obtain from HUD an initial claim payment of 100% of the loan's unpaid principal balance and accrued interest, subject to certain adjustments, as further described below. After a period during which the HFA may work toward curing the default, foreclosure or resale of the related project, losses (if any) are to be calculated and apportioned between the HFA and HUD according to a specified risk-sharing percentage for the mortgage loan (determined at the time of its endorsement for insurance), and the amount of the HFA's reimbursement obligation to HUD is determined. During the period preceding such final loss settlement, the HFA is to pay HUD interest on the amount of the initial claim payment under a debenture required to be issued to HUD at the time of initial claim payment. In the case of the Authority, such debenture interest and the Authority's reimbursement and other payment obligations to HUD under the Risk-Share Agreement will not be payable from the Revenues, Funds and Accounts and mortgage loans pledged under the Indenture.

Mortgage Insurance

In the case of a mortgage loan to be insured during construction, under the Regulations, HUD evidences its insurance by an initial endorsement of the applicable mortgage note at or prior to the first advance of monies under the insured mortgage loan to the Mortgagor. Such advance ordinarily occurs prior to the commencement of construction although construction may begin using a Mortgagor's own funds with the Authority's consent prior to initial endorsement. All advances for construction items will

be made as authorized by the Authority pursuant to the requirements of HUD. The Regulations also provide for insurance of a mortgage loan following completion of the project without insurance of construction advances. In either case, upon completion of the project, presentation of a closing docket and certifications required by the Regulations, HUD issues a final endorsement of the mortgage note for the costs related to the project which have been certified by an independent certified public accountant and have been approved by the Authority. Although the Authority has been given authority to approve cost certifications by a Mortgagor, such certifications are contestable by HUD, up to and during final endorsement of the applicable mortgage.

The Regulations define an event of default under a HUD-insured mortgage as (i) a failure to make any payment due under the mortgage or (ii) a failure to perform any other mortgage covenant (which include covenants in the related Regulatory Agreement, which is incorporated by reference in the applicable mortgage) if the Authority, because of such failure, has accelerated the debt and the owner has failed to pay the full amount due. The Authority is entitled to receive the benefits of insurance after the Mortgagor has defaulted and such default continues for a period of 30 days. If the default continues to exist at the end of the 30 day grace period, the Authority is required to give HUD written notice of the default within 10 days after such grace period and monthly thereafter, unless waived by HUD, until such default has been cured or the Authority has filed an application for an initial claim payment.

Unless a written extension is granted by HUD, the Authority must file an application for initial claim payment (or, if appropriate, for partial claim payment) within 75 days from the date of default. Such claim may be made as early as the first day of the month following the month for which a payment was missed. Upon request of the Authority, HUD may extend, up to 180 days from the date of default, the deadline for filing a claim. In those cases where the Authority certifies that the Mortgagor is in the process of transacting a bond refunding, refinancing the mortgage, or changing the ownership for the purpose of curing the default and bringing the mortgage current, HUD may extend the deadline for filing a claim beyond 180 days, not to exceed 360 days from the date of default.

The initial claim amount is 100% of the unpaid principal balance of the mortgage note as of the date of default, plus interest at the mortgage note rate from the date of default to the date of initial claim payment (subject to curtailment as described below). HUD must make all claim payments in cash. The initial claim payment from HUD is equal to the initial claim amount, less any delinquent mortgage insurance premiums, late charges and interest assessment under the Regulations. The Regulations provide that proceeds of the initial claim payment must be used to retire any bonds or any other financing mechanisms securing the mortgage within 30 days of the initial claim payment, and that any excess funds resulting from such retirement or repayment shall be returned to HUD within 30 days of the retirement.

In determining the mortgage note interest component of the initial claim amount, if the Authority fails to meet any of the requirements of the Regulations concerning claim procedures within the specified time (including any granted extension of time), HUD shall curtail the accrual of mortgage note interest by the number of days by which the required action was late.

In the event of a mortgage default beyond the control of the owner of the project where the related project is still financially viable, the Authority may apply for a partial payment of insurance benefits in an amount necessary to cure the default, pursuant to the Regulations in lieu of filing a claim for full Risk-Share Insurance benefits. Only one partial payment of claim may be requested with regard to any insured mortgage. In connection therewith, a modification to such mortgage shall be prepared showing the reduction in the principal balance of the mortgage (and deferral of interest, if applicable) corresponding to the partial payment of claim.

Upon HUD's approval of a partial payment of claim proposal, HUD will pay insurance benefits to the Authority equal to 100% of the claim amount. Pursuant to the Risk-Share Agreement, the Authority will, thereupon, reimburse HUD a certain percentage of the insurance claim paid by HUD which is the Authority's share of the insurance claim. These partial payments of claim proceeds shall be applied to a mandatory redemption of the Series 2016-V Bonds allocable to the 2016-V Loans. In such cases, the Authority shall take back a second note equal to the full amount of the partial payment of claim paid, and shall remit to HUD its share of payments received on account of such second note within 15 days of the Authority's receipt thereof.

Insurance under the FHA Risk-Share Program with respect to any mortgage loan may be terminated upon the occurrence of certain events, including the following: (i) the corresponding mortgage is paid in full; (ii) the Authority acquires the mortgaged property and notifies HUD that it will not file an insurance claim; (iii) a party other than the Authority acquires the applicable project at a foreclosure sale; (iv) the Authority notifies HUD of a voluntary termination; (v) the Authority or its successors commit fraud or make a material misrepresentation to HUD with respect to certain information; (vi) the receipt by HUD of an application for final claims settlement by the Authority; or (vii) the Authority acquires the applicable project and fails to make an initial claim.

(THIS PAGE INTENTIONALLY LEFT BLANK)

APPENDIX F

Form of Continuing Disclosure Undertaking

CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this "**Disclosure Certificate**") is executed and delivered by the COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado (the "**Authority**"), in connection with the issuance of Colorado Housing and Finance Authority Federally Taxable Federally Insured Multi-Family Housing Loan Program Pass-Through Revenue Bonds, Series 2016-V (the "**Series Bonds**"). The Series Bonds are being issued pursuant to the Master Indenture of Trust dated as of June 1, 2013, as amended by the First Supplement to Master Indenture of Trust dated as of February 1, 2016 (the "**Master Indenture**") and the Series 2016-V Series Indenture dated as of December 1, 2016 (the "**Series Indenture**" and, together with the Master Indenture, the "**Indenture**"), each between the Authority and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "**Trustee**").

BACKGROUND

1. The Series Bonds together with other available funds are being issued to provide funds expected to be used to refund bonds, to make deposits to certain funds and accounts, to pay certain costs of issuance of the Series Bonds, and to otherwise attain the goals of the Authority pursuant to the Colorado Housing and Finance Authority Act.

2. In order to allow the Participating Underwriter (as defined in Rule 15c2-12 defined below) of the Series Bonds to comply with Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities and Exchange Act of 1934 (17 CFR Part 240, § 240.15c2-12) as amended to the date hereof ("**Rule 15c2-12**"), the Authority has agreed to make certain continuing disclosure undertakings for the benefit of owners (including beneficial owners) of the Series Bonds.

3. This Disclosure Certificate is intended to satisfy the requirements of said Rule 15c2-12, as in effect on the date hereof.

AUTHORITY COVENANTS AND AGREEMENTS

Section 1. Definitions.

(a) "Annual Financial Information" means the financial information or operating data with respect to the Authority or other obligated person described in Section 2(f) hereof, as applicable, delivered at least annually pursuant to Sections 2(a), 2(b) and 2(c) hereof, of the type set forth in the sections of the final Official Statement, including, but not limited to, such financial information and operating data set forth in **Appendix A** – "CERTAIN INFORMATION REGARDING THE 2016-V LOANS AS OF NOVEMBER 30, 2016."

(b) "Audited Financial Statements" means the annual financial statements for the Authority or other obligated person described in Section 2(f) hereof, as applicable, prepared in accordance with generally accepted accounting principles consistently applied, as in effect from time to time, audited by a firm of certified public accountants.

(c) EMMA" means the MSRB's Electronic Municipal Market Access System, with a portal at <http://emma.msrb.org>.

(d) "Events" means any of the events listed in Section 2(d) hereof.

(e) "MSRB" means the Municipal Securities Rulemaking Board. The current address of the MSRB is 1900 Duke Street, #600, Alexandria, Virginia 22314; fax: 703-797-6700.

(f) "Official Statement" means the Official Statement delivered in connection with the original issue and sale of the Series Bonds.

(g) "Rule 15c2-12" means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, § 240.15c2-12), as the same may be amended from time to time.

(h) "SEC" means the Securities and Exchange Commission.

(i) "State" means the State of Colorado.

(j) "Underwriter" means Jefferies LLC, New York, New York, which is the representative of the Underwriters.

Section 2. Provision of Annual Information and Reporting of Events.

(a) Commencing with the fiscal year ending December 31, 2016 and annually while the Series Bonds remain outstanding, the Authority agrees to provide or cause to be provided annually to EMMA (with a copy, upon request, to the Underwriter) the following information:

i. Annual Financial Information; and

ii. Audited Financial Statements, if prepared.

(b) Such Annual Financial Information shall be provided not later than 240 days after the end of each fiscal year for the Authority (i.e., each December 31). If not provided at the same time as the Annual Financial Information, the Audited Financial Statements will be provided when available.

(c) The Authority may provide Annual Financial Information and Audited Financial Statements by specific reference to other documents, including information reports and official statements relating to other debt issues of the Authority, which have been submitted to EMMA or other repositories as required by Rule 15c2-12; provided, however, that if the document so referenced is a final official statement within the meaning of Rule 15c2-12, such final official statement must also be available from the MSRB. The Authority shall clearly identify each such other document so incorporated by cross-reference.

(d)(1) At any time the Series Bonds are outstanding, in a timely manner not in excess of ten (10) business days after the occurrence of an Event, the Authority shall provide to EMMA notice of the occurrence of any of the following Events with respect to the Series Bonds:

- (A) principal and interest payment delinquencies;
- (B) unscheduled draws on debt service reserves reflecting financial difficulties;
- (C) unscheduled draws on credit enhancements reflecting financial difficulties;
- (D) substitution of credit or liquidity providers, or their failure to perform;
- (E) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series Bonds, or other material events affecting the tax status of the Series Bonds;
- (F) defeasances;
- (G) rating changes;
- (H) tender offers; and
- (I) bankruptcy, insolvency, receivership, or similar event of any obligated person.

For the purposes of the Event identified in paragraph (2)(d)(1)(I) hereof, the Event is considered to occur when any of the following occur: (i) the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or (ii) the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(2) At any time the Series Bonds are outstanding, in a timely manner not in excess of ten (10) business days after the occurrence of an Event, the Authority shall provide to EMMA notice of the occurrence of any of the following Events with respect to the Series Bonds, if material:

- (A) non-payment related defaults;
- (B) modifications to the rights of the beneficial owners of the Series Bonds;
- (C) bond calls;
- (D) release, substitution or sale of property securing repayment of the Series Bonds;
- (E) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the

obligated person, 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; and

(F) appointment of a successor or additional trustee or a change in the name of a trustee.

(e) At any time the Series Bonds are outstanding, the Authority shall provide, in a timely manner, to EMMA, with a copy to the Underwriter, notice of any failure of the Authority to timely provide the Annual Financial Information as specified in Sections 2(a), 2(b) and 2(c) hereof.

(f) Obligated Persons. If the Borrower for any 2016-V Loan will be an "obligated person" in respect of the Series Bonds within the meaning of Rule 15c2-12 because the total amount of such Borrower's annual obligations in respect of the Series Bonds is equal to or greater than 20% of the average annual debt service requirements on the Series Bonds, the Authority will confirm that such Borrower has separately agreed to provide to the Authority Annual Financial Information and Audited Financial Statements with respect to itself not later than 180 days after the end of each fiscal year for such Borrower to the extent that such Borrower continues to constitute an "obligated person" in respect of the Series Bonds within the meaning of Rule 15c2-12. The Authority agrees to forward to EMMA such Annual Financial Information and Audited Financial Statements upon receipt from such Borrower. The Authority has no obligation to examine or review such Annual Financial Information and Audited Financial Statements to verify the accuracy or completeness of such Annual Financial Information and Audited Financial Statements, and is not otherwise obligated to make such continuing disclosure undertakings on behalf of the Borrower.

Section 3. Method of Transmission. Subject to technical and economic feasibility, the Authority shall employ such methods of electronic or physical information transmission as is requested or recommended by the MSRB unless otherwise required by law.

Section 4. Enforcement. The obligations of the Authority hereunder shall be for the benefit of the owners (including beneficial owners) of the Series Bonds. The owner or beneficial owner of any Series Bonds is authorized to take action to seek specific performance by court order to compel the Authority to comply with its obligations under this Disclosure Certificate, which action shall be the exclusive remedy available to it or any other owners or beneficial owners of the Series Bonds; provided, that any owner or beneficial owner of Series Bonds seeking to require the Authority to comply with this Disclosure Certificate shall first provide at least 30 days' prior written notice to the Authority of the Authority's failure, giving reasonable detail of such failure following which notice the Authority shall have 30 days to comply. Any such action shall be brought only in a court of competent jurisdiction in the City and County of Denver, Colorado. Breach of the obligations of Authority hereunder shall not constitute an Event of Default under the Indenture and none of the rights and remedies provided by the Indenture shall be available to the owners of the Series Bonds or the Trustee therein appointed.

Section 5. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other annual information or notice of occurrence of an event which is not an Event, in addition to that which is required by this Disclosure Certificate; provided that the Authority shall not be required to do so. If the Authority chooses to include any annual information or notice of occurrence of an event in addition to that which is specifically required by this Disclosure Certificate, the Authority shall have no obligation

under this Disclosure Certificate to update such information or include it in any future annual filing or Event filing.

Section 6. Term. This Disclosure Certificate shall be in effect from and after issuance and delivery of the Series Bonds and shall extend to the earliest of (i) the date all principal and interest on the Series Bonds shall have been deemed paid or legally defeased pursuant to the terms of the Indenture; (ii) the date that the Authority and each person named or described in Section 2(f) hereof shall no longer constitute an "obligated person" with respect to the Series Bonds within the meaning of Rule 15c2-12; or (iii) the date on which those portions of Rule 15c2-12 which require this Disclosure Certificate are determined to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Series Bonds, the determination of (i), (ii) or (iii) herein to be made in any manner deemed appropriate by the Authority, including by an opinion of counsel experienced in federal securities law selected by the Authority.

Section 7. Amendments and Waivers. Notwithstanding any other provision of this Disclosure Certificate, the Authority may amend this Disclosure Certificate from time to time, and any provision of this Disclosure Certificate may be waived, without the consent of the owners or beneficial owners of the Series Bonds upon the Authority's receipt of an opinion of counsel experienced in federal securities laws to the effect that such amendment or waiver will not adversely affect compliance with Rule 15c2-12. Any Annual Financial Information containing amended operating data or financial information will explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided. If an amendment changes the accounting principles to be followed in preparing financial statements, the Annual Financial Information for the year in which the change is made will present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The Authority shall provide notice of such amendment or waiver to EMMA as required by Rule 15c2-12 and the Underwriter.

Section 8. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Authority, the Underwriter and the owners (including beneficial owners) from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated as of December __, 2016.

COLORADO HOUSING AND FINANCE
AUTHORITY

By: _____
Chief Financial Officer

(THIS PAGE INTENTIONALLY LEFT BLANK)